



PUBLIC WORKS DEPARTMENT

Council Meeting Date: April 21, 2009
Staff Report #: 09-054

Agenda Item #: D1

CONSENT: Authorization of the Mayor and City Manager to Sign a Memorandum of Understanding with Various Peninsula Cities to Form the Peninsula Cities Consortium for Interaction with the California High Speed Rail Authority

RECOMMENDATION

Staff recommends that the City Council authorize the Mayor and City Manager to sign a Memorandum of Understanding (Attachment A) with various Peninsula cities to form the Peninsula Cities Consortium for interaction with the California High Speed Rail Authority.

BACKGROUND

The California High Speed Rail Authority is charged with planning, designing, constructing, and operating a state-of-the-art high speed train system. The High Speed Rail (HSR) system as a whole would serve San Diego to Sacramento, including other major cities in-between.

A branch of the system would separate and run from the Central Valley to the San Francisco Bay Area. The HSR system is planned to access San Jose as well as San Francisco using the Caltrain alignment, with other local stops.

The City of Menlo Park Council authorized the Mayor to sign a regional comment letter on the scope of the EIR/EIS for the San Jose to San Francisco Segment of HSR on March 17, 2009. This letter was developed through an ad hoc consortium of Peninsula Cities formed by Palo Alto council members and other council members from various cities along the Peninsula.

The Council also approved a Menlo Park specific comment letter on the scope of the EIS/EIR on March 24, 2009.

ANALYSIS

An ad hoc coalition of Peninsula cities formed by Palo Alto council members and other council members from various cities along the Peninsula has been meeting over the last two months to discuss the HSR. The meetings have been open to the public and have mainly involved discussion regarding coordination and cooperation of the cities regarding the HSR. The group has worked together to draft a Memorandum of Understanding to formalize the group.

The Council appointed a sub-committee comprised of Vice Mayor Cline and Councilmember Fergusson to discuss issues related to the HSR system. The sub-committee members have been attending the ad hoc meetings on behalf of the City. The meetings have involved discussions of the regional letter to the HSR Authority approved by the City as well as presentations from Caltrain regarding electrification.

The Palo Alto City Attorney has been working with the ad hoc Peninsula Cities group to develop a Memorandum of Understanding (MOU) that would formalize the Consortium. Menlo Park's special council, Bob Langzone, who has been working with the City on legal issues related to HSR, has reviewed the MOU and approved it as to form. The final draft has been reviewed by the ad hoc group and is now being submitted to each agency's city council for approval. The Consortium would be created when five cities sign the MOU.

The intent of the group, formed by the MOU, is to create a united effort to reduce the impacts of HSR on the communities. The MOU will allow the group be a formally recognized body helping to represent the interests of the Peninsula Cities.

The MOU allows each City to take policy positions which are independent of the Consortium. Also, the positions taken by the Consortium are not binding on the members, thus providing flexibility for each individual City. The MOU allows any City to withdraw from the Consortium at any time with notice to the Chair.

The MOU requires the Mayor of each participating city to appoint one member and two alternates. The member and at least one of the alternates must be elected officials. One of the alternates could be a staff member.

IMPACT ON CITY RESOURCES

The MOU does not require direct financial resources. However, the City's participation in the Peninsula Cities Coalition involves commitments of City staff time to attend meetings. At this time the direct affect on City resources is expected to be minimal, but staff involvement could change over time given the commitment of staff time.

POLICY ISSUES

There are no policy issues as a result of this action.



Chip Taylor
Transportation Manager



Kent Steffens
Director of Public Works

PUBLIC NOTICE: Public Notification was achieved by posting the agenda, with this agenda item being listed, at least 72 hours prior to the meeting.

ATTACHMENTS: A. Memorandum of Understanding Among Various Cities for the Peninsula Cities Consortium

**MEMORANDUM OF UNDERSTANDING
AMONG THE CITIES OF _____, AND _____
FOR THE PENINSULA CITIES CONSORTIUM**

This Memorandum of Understanding (this "Agreement,") dated _____, 2009, is among the Cities of Palo Alto _____

(collectively referred to as "Peninsula Cities").

RECITALS

THIS AGREEMENT is made with reference to the following:

- A. The Peninsula Cities of _____ collectively have agreed to come together as a group to form the Peninsula Cities Consortium ("Consortium") for the purpose of providing information and input for the purpose of working collaboratively with the California High-Speed Rail Authority, Caltrain, and any other entity involved, as of the date of this agreement or in the future, in approving and constructing the high-speed train project on the Peninsula (collectively "Rail Authority").
- B. The individual Peninsula Cities have come together to form the Consortium because they recognize that, although each individual city faces unique and location-specific challenges with respect to the high-speed train project, all of the Peninsula Cities also share many similar concerns and the strong underlying belief that particular care must be taken to integrate high-speed rail into the living fabric of the Peninsula.
- C. The purpose of the Consortium is to work toward collective policy and procedural positions to represent the united interests shared by all Peninsula Cities, while also supporting each city in achieving goals and solutions appropriate to their individualized location and needs.
- D. The Consortium desires to inform the Rail Authority of its concerns about environmental issues including, but not limited to, comments about the Environmental Impact Report/Environmental Impact Statement to be prepared pursuant to the California Environmental Quality Act and the National Environmental Policy Act.
- E. While all of the Peninsula Cities may have different points of view on some issues, this Agreement outlines a set of objectives that are common to all Peninsula Cities. The Consortium intends to speak as one voice on these and other issues of mutual agreement concerning the future of the High-Speed Rail.
- F. The Consortium's intent is to be the principal representative of the Peninsula Cities on all common interests concerning High-Speed Rail.
- G. The Peninsula Cities continue to support Caltrain and its efforts to upgrade its rail service on the Peninsula and intends to supplement Caltrain's role regarding high-speed train

service by providing more direct interaction with the cities potentially affected by High-Speed Rail.

NOW, THEREFORE, the Peninsula Cities Consortium hereby agrees as follows:

1. This Agreement shall create the Peninsula Cities Consortium whose purpose shall be furthering the Peninsula Cities' mutual interests by conveying their opinions, input and information to the Rail Authority, while also supporting each city in achieving goals and solutions appropriate to their individualized location and needs.

2. The members of the Peninsula Cities Consortium agree to the following objectives:

a. The Rail Authority should consult with and obtain input from the Peninsula Cities Consortium prior to and throughout designing, analyzing and determining the final alignment of the High-Speed Rail through the Peninsula Cities.

b. The Rail Authority should consult with the Peninsula Cities Consortium in order to determine the range of project alternatives and mitigation measures to be evaluated in the Environmental Impact Report.

c. The Rail Authority should consult with the Peninsula Cities Consortium in order to determine the ultimate design of the train tracks, equipment, and technology.

d. The Rail Authority should consult with the Peninsula Cities Consortium in order to determine where the High-Speed Rail shall be located; be it underground, in a trench or any other design. The Rail Authority should evaluate the full range of grade options. The final design should minimize the impacts upon local communities and incorporate best practices of urban design ideas from rail communities around the world.

3. The Mayor of each participating City shall appoint one member and two alternates. The alternates may attend the meeting with the voting member, but each City will have one vote. One of the alternates may be a staff member of the City. The member and at least one alternate shall be an elected member of the governing body of the City.

4. Voting shall be by a majority vote of all Consortium Cities eligible to vote. A majority vote by all Cities eligible to vote is required to set the policy for the Consortium. However, each individual City may choose to take a policy position which is independent of the Consortium, and positions taken by the Consortium shall not be binding on any City.

5. The Consortium shall be established after five cities have formally agreed to join the Consortium. Once established, the Consortium shall select a Chair and a Vice Chair. The Chair shall call and chair each meeting and is appointed to speak on behalf of the Consortium consistent with the principles listed above. The Vice Chair shall serve in the event that the Chair is unavailable. The term of the Chair and Vice Chair shall be one year from the original date of election. The Chair and Vice Chair shall be from different cities and must be elected officials.

6. The Chair may appoint subcommittees which shall study issues and report back to the Consortium to further additional policy positions.

7. Any City may join the Consortium at any time upon approval of this Agreement by its City Council, and any City may withdraw from membership at any time by providing notice to the Chair.

8. A quorum shall consist of 50% of the member cities plus one.

9. This Memorandum of Understanding ("M.O.U.") does not create a new or separate legal entity, joint venture or Joint Powers Authority. The M.O.U. is an agreement amongst cities to work together utilizing their own resources.

10. This Agreement may be entered into in counterparts each of which shall be deemed an original, but all of which together shall be deemed an entire Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

CITY OF PALO ALTO

By: _____
Mayor

By: _____
City Manager

APPROVED AS TO FORM:

City Attorney

CITY OF

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