#### RESOLUTION NO. 21119 (N.C.S.)

A RESOLUTION OF THE SALINAS CITY COUNCIL APPROVING A MEMORANDUM OF UNDERSTANDING AMONG THE CITY OF SALINAS, THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY (TAMC), AND MONTEREY-SALINAS TRANSIT DISTRICT (MST), REGARDING THE SALINAS INTERMODAL TRANSPORTATION CENTER (ITC)

**WHEREAS,** on October 2, 2007, the Salinas City Council adopted Resolution Number 19336, supporting the Rail Service Extension Project to Monterey County; and

**WHEREAS,** on July 7, 2015, the Salinas City Council received an update on the said project including the introduction of the Kick Start phase and the Council re-affirmed its support for the project; and

**WHEREAS**, the Kick Start project is at 75% of its design phase with construction anticipated to begin in 2018; and

WHEREAS, the partnering agencies of the City of Salinas, TAMC and MST have worked in collaboration to develop a Memorandum of Understanding (MOU) regarding the Salinas ITC, which outlines the understanding of partner agencies regarding the project; the roles and responsibilities of partners; and the disposition of property after the Kick Start Project is completed.

NOW THEREFORE, BE IT RESOLVED THAT COUNCIL OF THE CITY OF SALINAS HEREBY approves said MOU in support of completing the Kick Start phase of the Rail Service Extension Project to Monterey County.

PASSED AND APPROVED this 7<sup>th</sup> day of February 2017, by the following vote:

AYES: Councilmembers: Barrera, Craig, Davis, De La Rosa, McShane, Villegas and Mayor Gunter

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

APPROVED:

Joe Gunter, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

## MEMORANDUM OF UNDERSTANDING AMONG THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY, THE CITY OF SALINAS,

#### **AND**

# MONTEREY-SALINAS TRANSIT DISTRICT, REGARDING THE SALINAS INTERMODAL TRANSPORTATION CENTER

Effective Date: February 7, 2017

This Memorandum of Understanding (MOU) is among the Transportation Agency for Monterey County (TAMC), the City of Salinas (City), and Monterey-Salinas Transit District (MST), hereafter referred to as "Parties", regarding the Salinas Intermodal Transportation Center (ITC) Project ("Project").

WHEREAS, the Parties have a cooperative working relationship as members of the Steering Committee for planning, development, and implementation of improvements to and expansion of the Salinas ITC; and

WHEREAS, through previous transportation planning studies, TAMC and the State of California determined that they needed to invest in a system of premium transit services that could better compete with traveling by automobile and attract new riders from the automotive modes of travel in order to provide additional transportation capacity in the Highway 101 Corridor, thereby reducing congestion, improving air quality, and saving energy in the Monterey Bay Area and San Francisco Bay Area; and

WHEREAS, the Governor and the Legislature expressed their support and endorsement of this Project by providing funding for the Rail Extension to Salinas and Monterey County from the Traffic Congestion Relief Act of 2000, the Proposition 116 Rail Bond and the Public Transportation Account; and

WHEREAS, the former Salinas Redevelopment Agency and the City of Salinas acquired the Salinas Amtrak Train Station and surrounding property in 1998, established the ITC, and have made significant improvements to access, landscaping, lighting and parking facilities since that time; and

WHEREAS, the Transportation Concept Report for U.S. Route 101, prepared by Caltrans District 5, dated October 1, 2001 (updated December 22, 2014), identified the Rail Extension to Monterey County project as being an integral element for managing travel demand in the Highway 101 Corridor; and

WHEREAS, Caltrans included the project as an "Interregional Transportation Priority" for the Central Coast in the 2015 Interregional Transportation Strategic Plan; and

WHEREAS, AMBAG adopted the Rail Extension to Monterey County project as an element of the regional Sustainable Communities Strategy, known as the "Moving Forward 2035 Monterey Bay" plan, on June 11, 2014; and

WHEREAS, MST adopted a resolution supporting the Rail Extension to Monterey County Project on December 13, 2004 (reaffirmed June 8, 2015); and

WHEREAS, TAMC, as the Lead Agency under the California Environmental Quality Act (CEQA), certified the final Environmental Impact Report (EIR) on August 23, 2006, and adopted an Addendum to the EIR on August 28, 2013, which EIR and Addendum to the EIR contemplate the actions described herein; and

**WHEREAS**, the California Transportation Commission, as a responsible agency, approved TAMC's Final EIR on September 7, 2006; and

WHEREAS, in order to provide safe, efficient and effective transportation alternatives to the automobile, TAMC adopted a resolution endorsing the Extension of Rail Service into Monterey County (formerly known as the "Caltrain Extension to Monterey County Project"), with stations in Salinas, Pajaro and Castroville as the Locally Preferred Alternative for the Highway 101 corridor on January 31, 2007; and

WHEREAS, the City of Salinas recognized the benefit and importance to the City of implementing new passenger rail service by adopting a resolution supporting the Rail Extension to Monterey County Project on October 2, 2007 (reaffirmed July 7, 2015); and

WHEREAS, the Capitol Corridor Joint Powers Authority (CCJPA) and TAMC jointly adopted Principles of Agreement for the extension of Capitol Corridor trains to Salinas in February 2013; and

WHEREAS, it is recognized that, with respect to some of the provisions set forth herein, numerous actions must be taken pursuant to federal, state and local laws and regulations before such policies can be implemented; and

NOW, THEREFORE, the Parties hereby agree as follows:

#### **Project Features and Limits**

- The Parties agree to collaborate on the continued development of the Project located in downtown Salinas along the Union Pacific Railroad Coast Main Line Track at Milepost (MP) 114.94, generally bordered by West Market Street (Route 183) to the south, North Main Street to the east, the railroad tracks to the north, and Villa Street to the west. Local access roadways include Station Place, Lincoln Avenue, Palmetto Street, Happ Place, Vale Street, and New Street. (See Exhibit A, site map)
- 2. The Parties agree that the Project is intended to facilitate transportation uses, potentially including, but not limited to: Amtrak intercity passenger trains, commuter rail trains,

recreational trains, MST local and regional buses, paratransit vehicles and bus rapid transit vehicles, intercity bus services, and transit supportive land uses, which may include housing.

- 3. The Parties agree that the full buildout of the Project, as described in the EIR and EIR Addendum, includes, but is not limited to, the following capital improvement projects:
  - a. Surface parking;
  - b. Bicycle lockers, bicycle racks and/or a bicycle station;
  - c. Reconstruction of a portion of the existing passenger loading platform and the addition of a second platform;
  - d. Platform shelters, canopies, lighting, furniture and fixtures, information displays and landscaping;
  - e. Modification and/or addition of site access and circulation roadways;
  - f. Traffic signalization, signing, and striping;
  - g. Construction of a transit exchange with passenger waiting and operations support facilities;
  - h. Construction/relocation of track, turnouts, track removals, and railroad signaling, as may be required;
  - i. Construction of intercity bus loading berths;
  - j. Site drainage, lighting and landscaping;
  - k. Stormwater facilities per City of Salinas National Pollutant Discharge Elimination System (NPDES) Permit;
  - 1. Real property acquisition;
  - m. Building demolition;
  - n. Train layover yard, including crew base and train servicing support facilities; and
  - o. Adaptive reuse of a freight building.
- 4. The Parties agree that the "Kick-Start" first phase of the Project may defer some of the items listed under Paragraph 3, based on funding constraints, until additional funding may be secured, such as rail platform canopies and bus operations support facilities. The Parties agree to the scope, character and layout of the Kick-Start first phase of the Project, as defined by the 75% Design Plans dated March 22, 2016 (Exhibit B).
- 5. The Parties agree to the scope, character and layout of the full buildout of the Project as defined by the 60% Design Plans dated September 21, 2016 (Exhibit C).
- 6. The Parties agree that the precise limits, locations and/or alignments of Project features may be adjusted to accommodate design refinements, specifically:
  - a. Right-of-way limits;
  - b. Utilities and subsurface constraints, if any;
  - c. Americans with Disability Act requirements; and
  - d. Environmental impact mitigation, as may be required.
- 7. The Parties agree that the existing traffic signalized intersection of West Market Street (State Route [SR] 183) and Lincoln Avenue is intended to be modified to add a north leg extension

to this intersection as depicted on **Exhibit B**, and as approved by Caltrans. The Parties additionally agree that West Market Street (SR 183) access to/from Station Place is intended to be converted into a limited access driveway. The Parties agree that the Project shall include pedestrian safety improvements at the intersection of West Market Street (SR 183) and North Main Street/ Salinas Street, and that these improvements are important whether included as part of the first phase or a future phase of the project, or whether constructed separately.

### **Design Standards and Coordination**

- 8. The Parties agree that a Project Development Team, consisting of MOU Parties and California Department of Transportation (Caltrans) District 5, will be the vehicle for design coordination.
- 9. The Parties agree to collect input from Caltrans, Union Pacific, Amtrak, Capitol Corridor Joint Powers Authority, California Public Utilities Commission, Salinas Historic Resources Board, the Oldtown Salinas Association, the First Mayor's House, Greyhound, and ITC neighboring businesses, residents, property owners, and the general public and to reflect this input, consistent with the design framework described herein.
- 10. The Parties agree that the design of the Project shall be consistent with the most recent edition of the following documents, as appropriate:
  - a. MST's Designing for Transit Design Standards
  - b. Amtrak's Standard Stations Program
  - c. Greyhound Bus Slip Layout and Bus Turning Dimensions
  - d. City of Salinas Standard Specifications Design Standards and Standard Plans and Stormwater Development Standards
  - e. Caltrans Highway Design Manual
  - f. California Manual on Uniform Traffic Control Devices
- 11. The Parties agree that the selection of station fixtures, furnishings and finishes will be generally consistent with TAMC's inventory of *Commuter Rail Station Features*, most recent edition.

### **Station Funding, Operation and Maintenance**

- 12. The Parties agree that the Project is a cooperative venture of the City of Salinas, TAMC, and MST.
- 13. Parties agree to define the lead agencies as follows:
  - a. TAMC shall be the lead agency for project development, which includes the funding, planning, any further state and applicable federal environmental review, design, right-of-way acquisition, and construction of the intercity/intercounty and local transport related elements of the Project (e.g., items identified in Paragraph 3, (a)-(n)).

- b. The City of Salinas shall be the lead agency for funding and renovating, as needed, the existing Amtrak Station building, the freight building identified in Paragraph 3(o), the First Mayor's House and the Railway Express Agency building within the Salinas ITC.
- c. The Parties agree that each Party shall be responsible for the maintenance and security of their property within the area of the Project, according to the land ownership as specified in Paragraph 14 below.
- d. The Parties anticipate that separate instruments will govern the operations and maintenance of the Project.
- 14. The Parties agree to the right-of-way concepts described in the *Project Study Report*, *Property Acquisition and Disposition Plan*, dated October 2005, and Parties agree to coordinate in order to accomplish the right-of-way ownership reflected in the exhibits to this agreement: **Exhibit D**: "Salinas Commuter Rail Station and Layover Facility Existing Right Of Way Map" and **Exhibit E**: "Salinas Commuter Rail Station and Layover Facility Proposed Right Of Way Map". TAMC may consider use of the real property acquisition process in full compliance with all applicable laws. However, nothing in this MOU commits TAMC to acquire any specific parcels or to use the power of eminent domain. Specifically:
  - a. Lincoln Avenue: If TAMC decides to acquire property for the Kick-Start phase of the project, TAMC shall convey to the City of Salinas approximately 1.27 acres of right-of-way (ROW) from private parties upon construction of the extension of Lincoln Avenue into the ITC. Of this ROW, approximately 0.53 acres is intended to be used for Lincoln Avenue and 0.59 acres for replacement parking. The Lincoln Avenue extension is needed to provide traffic signalized access to the transit exchange. (Land Owner: City of Salinas)
  - b. Transit Exchange: The City of Salinas intends to provide approximately 0.97 acres of ROW for the construction of a transit exchange at the ITC. This exchange will displace the ITC's existing off-street parking supply. The City of Salinas will dedicate an easement for access to the transit exchange. (Land Owner: City of Salinas)
  - c. Parking: If TAMC decides to acquire property, it shall convey to the City approximately 1.05 acres of private land to replace the off-street parking supply displaced by the transit exchange. (Land Owner: City of Salinas)
  - d. Railroad Avenue: Railroad Avenue runs between Station Place and Palmetto Street in front of the Amtrak Station and freight buildings. TAMC intends to reconfigure the use of this ROW for the Kick-Start phase of the Project to serve bus operations and ITC traffic circulation movements. (Land Owner: City of Salinas)
  - e. Buildings and Platform: The ITC includes a passenger station building, freight building, and a Railroad Express Agency (REA) building. These buildings and an adjacent First Mayor's House (also known as the Harvey-Baker House) all rest on property owned by the City of Salinas. The City of Salinas shall retain the responsibility for maintaining and

- making improvements to these buildings. The City of Salinas intends to dedicate to TAMC an easement for the purpose of improving an operating rail platform. (Land Owner: City of Salinas)
- f. Union Pacific: The Union Pacific Railroad owns the ROW adjacent to its Coast Main Line Track for a distance of 25 feet from the track centerline, in the direction of the Amtrak Station building. In both the Kick-Start phase and at full buildout of the Project, the Amtrak train boarding platform, the proposed dual use of Amtrak platform, the dedicated use of a second passenger rail platform, as well as a portion of the layover facility, rest on these UPRR lands. (Land Owner: Union Pacific Railroad)
- g. Layover Facility: TAMC intends to consider acquiring approximately 6.1 acres of privately owned land, located immediately west of the freight building, for a new platform, a Layover Facility yard and lead track (Land Owner: Transportation Agency for Monterey County)
- h. Station Place: If TAMC utilizes the land acquisition process and after such process has been completed, the City of Salinas intends to abandon Station Place and the alley behind 20 West Market Street, at which time these public right-of-ways will revert to the adjacent property owner, which will be the City of Salinas, to be converted into parking for the ITC, in the Kick-Start phase. (Land Owner: City of Salinas)
- i. New Street: If TAMC utilizes the land acquisition process and after such process has been completed, the City of Salinas intends to abandon the portion of New Street within the layover facility area, at which time this public right-of-way will revert to the adjacent property owner, TAMC, to be used as parking or an access road, in the full buildout project. (Land Owner: Transportation Agency for Monterey County)
- 15. The Parties agree that MST intends to provide connecting bus service for trains at the ITC. MST, in its sole discretion, shall schedule bus service according to demand.
- 16. The Parties agree that the Project shall include all mitigations identified or to be identified through CEQA and any applicable NEPA environmental documents, per the adopted Mitigation Monitoring and Reporting Program and each Party shall cooperate in achieving this goal.
- 17. Parties agree that the City shall authorize TAMC to effect necessary utility relocations in accordance with the City's utility franchise agreement with utility owners.
- 18. Parties agree that off-site improvements shall be limited to Project mitigations identified for the intersection of Market Street (SR 183) and Lincoln Avenue and its approaches, as described in the EIR and Addendum to the EIR, and as depicted on **Exhibit B**; and utility connections as may be required. Parties agree that TAMC will be the lead agency to apply for encroachment permits for Project work to be performed on the State-owned right-of-way.

- 19. Parties agree that the Project will not be assessed impact fees or exactions as a condition of permit approvals for the Project. The Project will be subject to standard City of Salinas water/fire line connections fees, building permits, and plan check fees.
- 20. Parties agree that Project implementation is contingent on funding availability.

#### **General Provisions**

- 21. This MOU shall be governed by and interpreted under the laws of the State of California.
- 22. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Memorandum.
- 23. Any individual executing this MOU on behalf of a party represents and warrants hereby that he or she has the requisite authority to enter into this MOU on behalf of such party and bind the party to the terms and conditions of this MOU.
- 24. If any of the provisions contained in the MOU are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. If a part of this MOU is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this MOU is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.
- 25. Parties agree that any work within the State right-of-way will require an encroachment permit issued from Caltrans. Detailed information such as complete drawings, biological and cultural resource findings, hydraulic calculations, environmental reports, traffic study, etc., may need to be submitted as part of the encroachment permit process.
- 26. **This MOU is effective on February 7, 2017**, and shall remain in force until December 31, 2025, unless extended or sooner terminated by mutual consent of the Parties. The period of performance may be extended or shortened by written agreement of the Parties. Any Party hereto may terminate this MOU at any time by giving 180 days written notice to the other Parties as specified in Paragraph 31.
- 27. This MOU, together with the documents referenced herein, including the Project EIR and Addendum to the EIR, constitutes the entire agreement and understanding between the Parties and their successor agencies, and supersedes any prior or contemporaneous agreement, or understandings, if any, with regard to the purposes of this MOU. Any changes or modifications shall be accomplished by a written amendment to this MOU executed by the duly authorized representatives of the Parties.
- 28. In the event of a dispute arising out of the performance of this MOU, each of the Parties shall send a written notice of dispute to the other Parties. Within fifteen working days of receipt of such notice, the notified Party shall respond and agree to a meeting for the purpose of negotiating a settlement or procedure for settlement of the dispute.

- 29. The Parties shall defend, indemnify and hold each other and their respective officers, employees, and agents harmless from and against any and all liability, loss, expense, including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent acts or omissions or willful misconduct of their respective officers, agents, or employees.
- 30. Each Party to this Memorandum shall maintain books, accounts, records and data related to this Memorandum in accordance with federal and/or state requirements and shall maintain those books, accounts, records and data for three (3) years after termination of this Memorandum. For the duration of this Memorandum, and for a period of three (3) years thereafter, each Party's representatives and representatives of the California Department of Transportation, the Auditor General of the State of California shall have the right to examine these books, accounts, records, data and other information relevant to this Memorandum for the purpose of auditing and verifying statements, invoices, bills and revenues pursuant to this Memorandum.
- 31. Any notice to be given to the parties hereunder shall be addressed as follows (until notice of a different address is given to the parties):
  - a. TRANSPORTATION AGENCY FOR MONTEREY COUNTY
     Executive Director
     55 B Plaza Circle
     Salinas, CA 93901
  - b. CITY OF SALINAS

City Manager 200 Lincoln Avenue Salinas, CA 93901 (with a copy to the Public Works Director)

c. MONTEREY-SALINAS TRANSIT
General Manager/CEO
One Ryan Ranch Road
Monterey, CA 93940-5795

#### **Attachments:**

- Exhibit A: Site Map
- Exhibit B: Kick-Start first phase of the Project, dated March 22, 2016
- Exhibit C: Full buildout station design, dated September 21, 2016
- Exhibit D: Salinas Commuter Rail Station and Layover Facility Existing Right Of Way Map
- Exhibit E: Salinas Commuter Rail Station and Layover Facility Proposed Right Of Way Map

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as set forth below:

# **Transportation Agency for Monterey County (TAMC) Board Chair** Approved as to Form: City of Salinas Mayor Approved as to Form: **Monterey-Salinas Transit (MST)** Board Chair Date Approved/as to Form:

Exhibit A: Site Map

























