

City of Brisbane Agenda Report

TO: Honorable Mayor and City Council

FROM: Community Development Director via City Manager

SUBJECT: **Consideration of Joining the High Speed Rail Peninsula Cities Consortium**

DATE: Meeting of October 18, 2010

City Council Goals:

To promote intergovernmental opportunities that enhance services and or reduce cost of operations and services to city residents (Goal #10).

Purpose:

For the City Council to determine if it wishes to join the High Speed Rail Peninsula Cities Consortium (PCC).

Recommendation:

That the City Council decide whether or not to join the PCC. Authorize execution of the attached Memorandum of Understanding (MOU) in the event the City Council decides to join, and select a City representative pursuant to Section 3 of the MOU.

Background:

The PCC was formed in April 2009 and consists of member agencies Palo Alto, Menlo Park, Burlingame, Belmont and Atherton. The intent of the Consortium is for the member agencies to work collaboratively to influence the HSR project so that city concerns are addressed. Based on the discussion regarding High Speed Rail at the October 4 City Council meeting, the issue of formal city participation in the PCC has been agendized for the City Council's consideration.

Discussion:

In reviewing the MOU, PCC membership creates no legal or financial obligation on the part of the City of Brisbane, nor does the City relinquish its own authority to act independently when it comes to HSR-related issues. Specifically Section 4 of the MOU states that "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.” This would also apply to litigation the PCC member agencies have initiated, or may initiate in the future. Inasmuch as PCC membership does not place substantive obligations upon the City, the question of whether PCC participation would be advantageous to the City is a policy matter for the City Council to decide.

Should the City choose to join, Section 3 of the MOU specifies that “the Mayor of each participating City shall appoint one member and two alternates.”

Fiscal Impact:

As noted previously, participation in the PCC creates no financial obligations to the City of Brisbane.


Measure of Success:

Improved responsiveness on the part of the High Speed Rail Authority to the City of Brisbane’s concerns regarding the HSR project.

Attachments:

PCC Memorandum of Understanding


Community Development Director


City Manager

**MEMORANDUM OF UNDERSTANDING
AMONG THE CITIES OF PALO ALTO, MENLO PARK,
BURLINGAME, BELMONT, AND ATHERTON
FOR THE PENINSULA CITIES CONSORTIUM**

This Memorandum of Understanding (this "Agreement,") dated April 15, 2009, is among the Cities of Palo Alto, Menlo Park, Burlingame, Belmont, and Atherton (collectively referred to as "Peninsula Cities").

RECITALS

THIS AGREEMENT is made with reference to the following:

- A. The Peninsula Cities of Palo Alto, Menlo Park, Burlingame, Belmont, and Atherton 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: Peter Dinkler
Mayor

By: [Signature]
City Manager for City of Menlo Park

APPROVED AS TO FORM:

[Signature]
City Attorney

CITY OF MENLO PARK

By: [Signature]
Mayor

By: [Signature]
City Manager for City of Palo Alto

APPROVED AS TO FORM:

[Signature]
City Attorney

CITY OF

By: _____
Mayor

By: _____
City Manager

APPROVED AS TO FORM:

CITY OF BRISBANE

By: _____
Mayor, W. CLARKE CONWAY

By: _____
City Manager, CLAYTON L. HOLSTINE

APPROVED AS TO FORM:

[Signature]
Harold S. Toppel, City Attorney

City Attorney

CITY OF BURLINGAME

By: *Ann Keighin*
Mayor

By: *James North*
City Manager

APPROVED AS TO FORM:

Clark Luman
City Attorney

CITY OF

By: _____
Mayor

By: _____
City Manager

APPROVED AS TO FORM:

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City Manager

APPROVED AS TO FORM:

City Attorney

Marie L. Joffe

City Attorney

CITY OF BELMONT

By: *D. I. Brit*

Mayor

By: *[Signature]* For JACK CRIST

City Manager

APPROVED AS TO FORM:

City Attorney

CITY OF

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Mayor

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City Manager

APPROVED AS TO FORM:

City Attorney

CITY OF ATHERTON

By: Jerry Carlson
Mayor

By: [Signature]
City Manager

APPROVED AS TO FORM:

Wynne Firth
City Attorney

CITY OF

By: _____
Mayor

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City Manager

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City Attorney