



## MOBILITY PARTNERSHIP STATE ROUTE 152 TRADE CORRIDOR PROJECT BRIEFING

Friday, April 13<sup>th</sup>, 2012  
11:00 am to 1:00 pm

Los Banos Community Center  
645 7th Street, Los Banos CA 93635  
Los Banos, CA 95020

### AGENDA

1. **CALL TO ORDER/ROLL CALL (Meeting Facilitator: Gilroy Mayor Al Pinheiro)**
2. **PUBLIC PRESENTATIONS:** This portion of the agenda is reserved for persons desiring to address the Committee on any matter not on the agenda. Speakers are **limited to 2 minutes**. The law does not permit Committee action or extended discussion on any item not on the agenda except under special circumstances. If Committee action is requested, the matter can be placed on the next agenda. All statements that require a response will be referred to staff for reply in writing.
3. ACTION ITEM - Approve the Regular Meeting Minutes of the July 15, 2011 and October 14, 2011 Meetings
4. INFORMATION ITEM - Receive Report on Project Status
5. INFORMATION ITEM - Receive Report on Funding Plan for Project Approvals/Environmental Document (PA/ED)
6. INFORMATION ITEM - Receive Report on Organization Agreement
7. INFORMATION ITEM - Receive Input on Upcoming Meeting Schedule/Location
8. **ADJOURN**

If you have any questions about the S.R. 152 Trade Corridor Project, please contact VTA Community Outreach Department at (408) 321-7575, TTY (408) 321-2330, or e-mail [community.outreach@vta.org](mailto:community.outreach@vta.org).

In compliance with the Americans with Disabilities Act (ADA), those requiring accommodations or accessible media for this meeting should notify the Board Secretary's Office 48 hours prior to the meeting at (408) 321-5680 or E-mail: [board.secretary@vta.org](mailto:board.secretary@vta.org) or TTY (408) 321-2330. VTA's Homepage is located on the web at: <http://www.vta.org> or visit us on Facebook <http://www.facebook.org/scvta>.



Memo on Agenda Item 3  
Date: April 13, 2012

TO: Mobility Partnership  
FROM: John Ristow, Chief CMA Officer  
SUBJECT: Approve the Regular Meeting Minutes of July 15, 2011 and October 14, 2011.

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### **ACTION ITEM**

#### **RECOMMENDATION:**

Approve the attached regular meeting minutes of the July 15, 2011 and October 14, 2011 Mobility Partnership meetings.

#### **BACKGROUND:**

A quorum of members was not present at the October 14, 2011 Mobility Partnership meeting and approval of the minutes of the July 15, 2011 Mobility Partnership meeting was deferred.

**MOBILITY PARTNERSHIP**  
**for**  
**SR 152 TRADE CORRIDOR PROJECT**

Friday, July 15, 2011

**MINUTES**

**CALL TO ORDER**

The Mobility Partnership Meeting was called to order at 10:00 a.m. in the Gilroy City Hall Council Chambers, 7351 Rosanna Street, Gilroy, CA 95020

**1. CALL TO ORDER / ROLL CALL**

<b>Attendee Name</b>	<b>Title</b>	<b>Status</b>
Marjie Barrios	Supervisor San Benito County	Present
Robert Rivas	Supervisor San Benito County	Not Present
Mike Villalta	Mayor of Los Banos	Present
Jerry O'Banion	Supervisor County of Merced	Present
Janan Hebert	Chowchilla Council Member	Present
Tom Wheeler	Supervisor County of Madera	Not Present
Mike Wasserman	Supervisor Santa Clara County	Not Present
Al Pinheiro	Mayor of Gilroy	Present

Meeting facilitator: Major Pinheiro, Mayor of Gilroy.  
A quorum was present.

**2. PUBLIC PRESENTATIONS**

None

**3. INTRODUCTIONS OF MOBILITY PARTERNSHIP MEMBERS AND STAFF**

*Agency Staff and Project Consultants in attendance: Roman Velasco (Policy Advisor to Supervisor Mike Wasserman); Nick Saleh, Project Manager, Caltrans District 4; Jesse Brown, Executive Director, MCAG; Steve Rath, City Manager, City of Los Banos; Patricia Taylor, Executive Director, MCTC; Derek Winning, MCTC; Mary Gilbert, Council of San Benito County Governments (SBCOG); John Ristow, VTA; Casey Emoto, VTA; Margaret Cross-Simmons, VTA; Darrell Vice, VTA; Mike Evanhoe, Gray Bowen; Carl Haack, HDR; Tim Lee, WMH*

#### **4. APPROVAL OF MINUTES OF PRIOR MEETING**

Minutes of Mobility Partnership meeting held at Gilroy City Hall Council Chambers on 12/01/10 were approved with no comment.

#### **5. SR 152 TRADE CORRIDOR – PROJECT BACKGROUND**

Staff presented a background overview of how and why the Mobility Partnership was formed, its role in advancing improvements along the SR152 Corridor, and a timeline summary of previous projects and studies along the corridor.

#### **6. SR 152 TRADE CORRIDOR – PROJECT STATUS**

Staff presented an update on the project status including major accomplishments and ongoing work. Refer to the meeting handout for further details.

The major accomplishments to date include:

1. Preliminary Traffic and Revenue Study
2. Trade Corridor Summary Report
3. Four County MOU
4. Numerous project briefings with Stakeholders, including Caltrans HQ, CTC,
5. Draft Project Study Report submitted to Caltrans
6. Environmental and Engineering Technical Studies

Ongoing work includes:

1. Development of the SR152 Corridor Implementation Strategy Plan
2. Conceptual Engineering - Preliminary studies and planning documents and have been initiated and cost estimates updated
3. Traffic Studies - traffic data collection has begun
4. Environmental Studies – Specific environmental field studies are underway

#### Discussion

Supervisor O'Banion requested a copy of the toll alternative exhibits mentioned in the presentation.

Steve Rath noted that the majority of the trucks passing through Los Banos do not stop.

Mayor Pinheiro asked if a southerly alignment for the Los Banos Bypass had been considered. Steve Rath noted that there were too many environmental constraints associated with that alignment.

Supervisor Barrios noted that there is renewed interest in a more southerly corridor for the New SR 152 Alignment between US 101 and SR 156 to promote economic development in San Benito County. She provided a map to VTA for clarification.

Derek Winning asked if widening SR 156 had been considered. Darrell Vice noted that Caltrans is performing a separate study for that route. John Ristow noted that the New SR 152 Alignment is needed to accommodate traffic movements to and from the Bay Area.

Steve Rath noted that the City already owns some of the right of way for the new Los Banos Bypass, and the project is ready to go when funds are available.

Jesse Brown asked what options there would be for local traffic. Tim Lee noted that the studies will look at alternative routes for local traffic to use either parallel or across the corridor. The suitability of these routes would also be coordinated with the local agencies.

Mayor Villalta asked if more detailed information would be made available on the toll facility including a study of goods and services along the corridor, where tolls would be located, the costs to get from one area to another along the corridor, and what the benefits would be to the users. Mayor Villalta explained that he would need this information to provide to his constituents. Staff stated that this information would be studied and disclosed during the preparation of the Project Approvals and Environmental Document (PAED) phase but the information is not yet available.

Supervisor O'Banion asked if the project team was coordinating with the High Speed Rail (HSR) project, if there were opportunities to share the corridor, and if the projects were coordinating frontage road access. John Ristow noted that the project development team has periodically coordinated with HSR and will continue to do so in the future. He also noted that there are opportunities for a shared corridor at the west end of the project, however, elsewhere along the corridor the currently proposed HSR alignments are some distance away from the highway. It was noted that HSR is considering adjusting the alignments at the east end of the corridor to be closer to SR152, the project team will coordinate the SR152 studies with HSR alignments.

## **7. UPCOMING MEETING WORK PROGRAM**

Staff presented a five-point work program to develop a Strategic Implementation Plan for the corridor and proposes to present the initial findings for the plan at the next Mobility Partnership meeting. The plan will outline the necessary steps to move the project forward and the Mobility Partnership will be requested to take certain actions in its development.

1. Project Vision, Goals, and Objectives – The Mobility Partnership will be asked to adopt a Mission Statement for the project.
2. Institutional, Legislative and Oversight Organization – staff will present their findings of an investigation of methods of governance that have been successfully used on similar types of project, identify best practices and lessons learned, and determine the benefits and challenges involved. At a subsequent Mobility Partnership meeting, the members will be asked to choose the appropriate form of governance for the project.

3. Project Financial Model – staff will perform a preliminary ‘sketch level’ financial analysis for the project to establish that it is financially feasible. Staff will present the preliminary findings at the next Mobility Partnership meeting.
4. Procurement Options – staff will research the different delivery and procurement options that are out there today, and analyze their feasibility against specific requirements for this project. Members will be asked to accept the findings at the next Mobility Partnership meeting.
5. Outreach and Communication Plan – staff will develop a strategy to promote the project vision, goals and objectives; address the needs of corridor communities and project stakeholders; provide a platform for project input; and educate and inform the public and stakeholders on project status and direction. Members will be asked to approve the strategy at the next Mobility Partnership meeting.

### Discussion

Supervisor Barrios asked if a toll project can be done without a private partnership. John Ristow confirmed that this can be done and examples will be provided at the next meeting. She also asked if a mission statement has been developed yet. Darrell Vice explained that the concept has been developed and will be formalized in a mission statement.

Roland Velasco asked how the approach to deliver this project is different to previous attempts. John Ristow noted that discussions have been held with Caltrans Headquarters and CTC staff and they support the project moving forward. The next step is to form a governing body. Jesse Brown noted that the Mobility Partnership members are being asked to help create something that has not been done before by taking a holistic approach that will benefit everyone. Margaret Cross-Simmons noted that alternative delivery methods are relatively new to California but have been successfully accomplished in many other parts of the country and overseas.

Mike Evanhoe noted that staff plan to meet with some of the CTC commissioners in October and members of the Mobility Partnership will be requested to attend to show their united support for the project, that each of the four counties is committed to move forward, and to request funds to complete the environmental phase of the project.

## **8. MEETING SCHEDULE / LOCATION**

The next two Mobility Partnership meetings are scheduled as follows:

- 10:00 a.m., October 14, 2011 in Los Banos.
- 10:00 a.m., January 13, 2012 in Chowchilla.

## **9. ADJOURNMENT**

The meeting was adjourned at approximately 11:30 a.m.

**MOBILITY PARTNERSHIP**  
**for**  
**SR 152 TRADE CORRIDOR PROJECT**

Friday, October 14, 2011

**MINUTES**

**CALL TO ORDER**

The Mobility Partnership Meeting was called to order at 10:00 a.m. in the Gilroy City Hall Administrative Conference Room, 7351 Rosanna Street, Gilroy, CA 95020

**1. CALL TO ORDER / ROLL CALL**

<b>Attendee Name</b>	<b>Title</b>	<b>Status</b>
Margie Barrios	Supervisor San Benito County	Present
Robert Rivas	Supervisor San Benito County	Present
Mike Villalta	Mayor of Los Banos	Present
Al Pinheiro	Mayor of Gilroy	Present
Jerry O'Banion	Supervisor County of Merced	Not Present
Janan Hebert	Chowchilla Council Member	Not Present
Tom Wheeler	Supervisor County of Madera	Not Present
Mike Wasserman	Supervisor Santa Clara County	Not Present

Meeting facilitator: Al Pinheiro, Mayor of Gilroy.

A quorum was not present. John Ristow, Chief CMA Officer, noted that since there was not a quorum present for the meeting, staff would focus on asking for direction from the Mobility Partnership on the various items presented and bring them back at the next meeting for formal action.

**2. PUBLIC PRESENTATIONS**

There were no Public Presentations.

**3. INTRODUCTIONS OF MOBILITY PARTNERSHIP MEMBERS AND STAFF**

Agency Staff and Consultants were introduced.

**4. APPROVAL OF MINUTES OF PRIOR MEETING**

Approval of the Minutes of the Mobility Partnership meeting held at Gilroy City Hall Council Chambers on July 15, 2011 was deferred until the next meeting of the Partnership. Supervisor Barrios noted that her name was misspelled in the minutes.

**5. RECOMMEND THAT THE MOBILITY PARTNERSHIP ADOPT THE PROJECT VISION STATEMENT FOR THE SR 152 TRADE CORRIDOR**

The Mobility Partnership reviewed and commented on the Vision Statement. Mayor Villalta requested the Vision Statement and the Goals and Achieve Goals By Statement be considered as separate actions for the Mobility Partnership. Mayor Villalta also commented that more specific wording is needed on the Los Banos Bypass and on sequencing of projects. Supervisor Barrios suggested that the Goals be included in the Vision Statement.

Staff will revise the Statements and present to Mobility Partnership at the next meeting.

**6. RECOMMEND THAT THE MOBILITY PARTNERSHIP AUTHORIZE STAFF TO PREPARE A JOINT POWERS AGREEMENT FOR THE SR152 TRADE CORRIDOR.**

Kevin Allmand, VTA General Counsel, presented background and discussion on reasons to prepare a Joint Powers Agreement.

The Joint Powers Agreement will require consent between the four member agencies involved and no legislation will be required. Each member agency must approve the agreement. Counsel from each county has been contacted. Staff emphasized that the Joint Powers Agreement could be the vehicle to secure additional funding for the project.

Supervisor Barrios asked how the original funding was obtained. Staff noted that this was done through a Cooperative Agreement between Caltrans and VTA.

The Mobility Partnership authorized staff to prepare Draft Joint Powers Agreement.

**7. PRESENTATION ON STAKEHOLDER OUTREACH**

The farm bureaus for Santa Clara, San Benito, Merced, Madera, Monterey and Fresno have now been briefed on the project. Future briefings are being planned with the Santa Cruz farm bureau, other local businesses, and agencies in the corridor representing tourism and recreation.

Mayor Villalta noted that the SR 152/SR 156 interchange is a tremendous example of improving safety along the corridor and commended those who made it happen.

Mayor Villalta recommended that staff meet with California Dairies.

Steve Rath, City manager for Los Banos, noted that Los Banos plans to add two more signals on SR 152 through downtown, raising the number of signalized intersection to 16.

**8. PRESENTATION ON FUNDING OPTIONS AND FINANCIAL MODELING TOOL**

A preliminary financial model is being prepared and the initial results will be completed in the next 2 to 3 months.

Mayor Villalta asked if the model will address the effects of tolling on the cost of shipping goods. Staff noted that this would be looked at under a separate economic study and not through the financial model.

#### **9. PRESENTATION ON THE OCTOBER 26TH, 2011 PRESENTATION TO THE CALIFORNIA TRANSPORTATION COMMISSION (CTC)**

John Ristow will present the project to the CTC at their next meeting on October 26, 2011. CTC staff and Caltrans executive staff will be briefed prior to the meeting. A copy of the draft presentation was provided in the meeting package.

Mayor Pinheiro suggested that Mobility Partnership members could contact other elected officials in the region to seek their support for the project.

#### **10. DISCUSSION ON WEST END ALIGNMENT STUDY**

Supervisor Barrios noted that although the 2008 SBCOG Resolution supported a northerly alignment for SR 152 between US 101 and SR 156, the economy has changed and there are renewed interests amongst elected officials to look at a southerly alignment closer to Hollister that could benefit San Benito County by stimulating new development such as gas stations, hotels, motels, etc. Caltrans added that staff has not reviewed or provided input on the proposed alignments.

Further discussion on this matter was deferred to a future Mobility Partnership meeting. Supervisor Barrios invited VTA to present the project (including the history of the various alignments considered) to the San Benito County Chamber of Commerce, Business Council and Economic Corporation.

#### **11. UPCOMING MEETING WORK PROGRAM**

Mayor Pinheiro requested a speaker be invited to brief the Mobility Partnership at a future meeting on the use of public private partnerships to develop a toll road.

#### **12. MEETING SCHEDULE / LOCATION**

The next Mobility Partnership meeting is scheduled for 10:00 a.m., January 13, 2012 at Los Banos Community Center

#### **13. ADJOURNMENT**

The meeting was adjourned at approximately 11:30 a.m.



Memo on Agenda Item 4  
Date: April 13, 2012

TO: Mobility Partnership  
FROM: John Ristow, Chief CMA Officer  
SUBJECT: Receive Report on Project Status

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**FOR INFORMATION ONLY**

**BACKGROUND:**

The purpose of this memorandum is to provide a status update on the project activities since the October 14, 2011 meeting.

**DISCUSSION:**

Project activities since the previous meeting include:

- Submitted Final Project Initiation Document (PID) for Caltrans Approval
- Developed Funding Plan for the Project Approvals and Environmental Documentation (PA/ED) (Agenda Item 5)
- Developed Preliminary Financial Model
- Drafting Joint Powers Agreement (Agenda Item 6)

Staff offers the following additional details on the activities on the two items not covered separately on the meeting agenda for the April 13, 2012 Mobility Partnership meeting agenda:

**Project Initiation Document**

A Final Project Initiation Document (PID), the project programming document as defined by Caltrans, was submitted to Caltrans for approval on March 5, 2012. The PID describes the preliminary scope, schedule and costs for completion of the Environmental Document. The PID document is awaiting Caltrans approval.

### Preliminary Financial Model

A preliminary financial model has been developed as a tool to assist in assessing the financial feasibility of the Project. This model will be used to determine the degree to which the Project is self-financing as well as to test various financing strategies for the project. The model can also be used to investigate which assumptions in the model are most sensitive to the project financing plan and assist in identifying opportunities and/or risks related to the project.

The preliminary financial model assumes using a public private partnership (P3) approach to financing the project with toll-revenue risk being assumed by the private partner. Another assumption in the preliminary model is that the project is assumed to be developed as a Design-Build-Finance-Operate-Maintain (DBFOM) concession. In this scenario, the concessionaire collects tolls and takes the risk of toll revenue adequacy to maintain and operate the roadway.

The preliminary model used cost estimates derived from conceptual level planning and engineering. The model is adjusted to reflect current market rates on such items as inflation rates, toll rates, unit price fluctuation, etc. The following schedule assumptions were used in the preliminary model:

Project Approvals/Env. Documentation (PA/ED)	2012-2015
Right of Way (ROW)	2016
Financial Close	2017
Design-Build	2017-2022 (6 years)
Fully Operational	2023
Operating Period	to 2072 (50 years)

The following is a high level summary of funding sources and uses incorporated into the calculations of this preliminary financial model.

Sources	\$ Millions	%
Public Grants	233	
Senior Toll Revenue Bonds	917	37.50%
TIFIA	917	37.50%
Equity	611	25.00%
<b>Total Sources</b>	<b>2,678</b>	<b>100.00%</b>
Uses		
Construction Costs	2,022	
ROW Reimbursement	235	
Financial Closing Costs	35	
Sr Toll Rev Bonds DSRF	92	
Sr Toll Rev Bonds Net IDC	221	
TIFIA Interest (capitalized)	40	
Equity LC Fee	34	
<b>Total Uses</b>	<b>2,678</b>	

The preliminary financial model can be used to conduct an assessment of the sensitivity of the various cost and budget components to the overall project financing. In summary, items such as toll revenues, capital construction cost/scope, and consumer price index that influence the costs of commodities and labor, can have a significant impact on the cost of the project. The financial model will be a tool used going forward to test various project scenarios with respect to funding sources, project scope, and toll revenues as examples.

In the previous table showing the sources of funding, a sensitivity analysis could be conducted as illustrated below to find ways to reduce the amount of public grants that would need to be secured to cover all costs.

## Sensitivity Analysis

(Illustrative sensitivities to explore key drivers of value)

Case	Grant Funding Requirement (\$m)		Comments
<b>Base Case</b>	<b>233</b>		8.7% of total funding
<b>Sensitivities</b>		<u>Change</u>	
1. Toll Revenue +10%	20	(213.00)	Significant
2. Tolling Systems O&M -20%	145	(88.00)	Change = +4% in toll revenue (NB. 20% contingency modeled)
3. Capex -10%	78	(155.00)	Significant (NB. 30% contingency modeled)
4. Lifecycle / Renewal Costs -10%	218	(15.00)	Not a major driver
5. CPI + 0.5% (to 3.0%)	5	(288.00)	Significant
6. Gearing +5% (to 80%)	105	(128.00)	
7. Gearing -5% (to 70%)	360	+127	
8. Interest Rates +50bps	325	+92	



Memo on Agenda Item 5  
Date: April 13, 2012

TO: Mobility Partnership

FROM: John Ristow, Chief CMA Officer

SUBJECT: Receive Report on Funding Plan for Project Approval and Environmental Document (PA/ED)

### **INFORMATION ITEM**

#### **BACKGROUND:**

The purpose of this item is to document funding commitments recently made and proposed related to the SR 152 Trade Corridor Project and related project approval and environmental document (PA/ED) efforts.

#### **DISCUSSION:**

Over the past several months, stakeholders and Mobility Partnership members have been working with the California Transportation Commission (CTC), Caltrans and the Federal Highway Administration (FHWA) to develop a proposed funding plan to complete the PA/ED efforts on the project. As a result, a proposed funding plan has been established to complete the PA/ED.

Additionally, it is recognized that several projects have been undertaken within or overlapping the SR 152 Trade Corridor Project limits that support the PA/ED efforts for the SR 152 Trade Corridor Project. The following is an overview of recent funding commitments that have already been dedicated to advance certain improvements along the corridor:

- US 101 Widening – Monterey Road to SR 129 (US 101/SR 25 interchange) - \$5.5M project budget from Santa Clara Valley Transportation Authority (VTA) for PA/ED.
- Route 152/156 Interchange - \$36.7M of local, state and federal funds dedicated to project by VTA on this already completed project benefitting the SR 152 corridor.
- State Route 25 Widening Project - \$6.8M of federal funding through San Benito Council of County Governments (SBCOG) for PA/ED.
- Los Banos Bypass - \$7.1M of local, state and federal funding through Merced County Association of Governments (MCAG) for PA/ED.

The following outlines the proposed funding plan for completion of the PA/ED for the SR 152 Trade Corridor Project:

- \$10 million for the ongoing work starting PA/ED work for the entire corridor between US 101 and SR 99:
  - Caltrans provided \$5 million in Interregional Transportation Improvement Program (ITIP) funds
  - VTA provided \$5 million in local funds from Santa Clara County
- \$25 million to complete the PA/ED for the US 101 to SR 99 corridor:
  - \$15 million from Caltrans ITIP funds
  - \$3 million from remaining earmark funds on the 156/152 interchange project secured by VTA
  - \$7 million in State Transportation Improvement Program (STIP) funds from Merced County
- VTA has been requested to advance through the use of AB 3090 the above \$22 million proposed to be provided by the State and Merced County



Memo on Agenda Item 6  
Date: April 13, 2012

TO: Mobility Partnership  
FROM: John Ristow, Chief CMA Officer  
SUBJECT: Receive Report on Organization Agreements

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## INFORMATION ITEM

### **BACKGROUND:**

The following report provides an overview of options for project organization as the project moves forward based on industry practices. The purpose of this item is also to report on the status of near-term organizational agreements planned for the project.

### **DISCUSSION:**

At the July 15, 2011 Mobility Partnership meeting, staff was directed to investigate methods of project organization that have been successfully used on similar types of projects, identify best practices and lessons learned, and determine the benefits and challenges involved. Through discussions with stakeholders it was determined that a governing body was needed to show cohesive support for improvements along the corridor and to accept funding necessary to advance the technical studies and Environmental Documentation. An Agreement between the Partnership Agencies is recommended in order to accept funding to perform the necessary actions to advance the improvements along the 82 mile, 4-county corridor.

Some of the powers needed for the organization include the following:

- Authority to enter into financial arrangements
- Authority to issue financial obligations
- Authority to sue or be sued in the name of the governing body
- Independent authority in relation to the agreement
- Authority to retain staff or consultants

Different organizational options have been evaluated that could meet the needs of a governing body for the corridor:

1. Caltrans retains jurisdiction
2. Special District
3. Joint Powers Authority
4. Joint Powers Agreement

#### Caltrans

No change is required for enabling governing body status if jurisdiction remains with Caltrans.

#### Special District

State Law defines a special district as “any agency of the state for the local performance of governmental or proprietary functions within limited boundaries.” A special district is a separate local government that delivers a limited public service to a geographically limited area. An example of a special district is the East Bay Municipal Utilities District. A Special District may be formed under the general Special District law or it may be formed under new legislation if special provisions are required.

#### Joint Powers Authority

A Joint Powers Authority is an entity where two or more public agencies can operate collectively. Joint Powers Authorities may be used where:

- An activity naturally transcends the boundaries of existing public agencies.
- By combining their efforts, public agencies can achieve economies of scale or be more effective.

A Joint Powers Authority is distinct from the member agencies; they have separate operating boards of directors. These boards can be given any of the powers inherent in all of the participating agencies. The authorizing agreement states the powers the new authority will be allowed to exercise. The term, membership, and standing orders of the board of the authority must also be specified. The joint authority may employ staff and establish policies independently of the member agencies.

Joint powers authorities receive existing powers from the creating governments; thus, they are distinct from special districts, which receive new delegations of sovereign power from the state.

#### Joint Powers Agreement

A joint powers agreement is a cooperative agreement between two or more public agencies that share one or more common powers and want to jointly implement programs, build facilities or deliver services.

The Joint Powers Agreement can facilitate or designate one of the agencies to:

- Execute contracts.
- Pursue/receive grants.

Staff has performed its review and has found that the use of a Joint Powers Agreement offers an efficient mechanism for implementing the project requirements. A Joint Powers Agreement shows that each of the agencies supports improving the corridor and provides a means to accept funding. The Joint Powers Agreement can become the basis for a Joint Powers Authority if it is the governing body determined to be most suitable.

At this time, the complete range of powers required for implementation of the project and ongoing management of the corridor has not been determined. The range of powers will not be determined until the scope of the improvements is more clearly defined, types of agreements are advanced, and funding information is further identified. Until the range of powers is determined it is considered premature to recommend formation of an independent Special District or Joint Powers Authority.

At the October 14, 2011 meeting of the Mobility Partnership, it was recommended that staff begin the preparation of a Joint Powers Agreement for the SR 152 Trade Corridor.

#### Next Steps and Schedule

A copy of a draft Joint Powers Agreement (Agreement) is included with this item. The Agreement was drafted by VTA based on coordination between legal counsel from the Mobility Partnership (MP) organizations, including Madera County Transportation Commission, Merced County Association of Governments, San Benito County Council of Governments and Santa Clara Valley Transportation Authority. The next step is for the MP members and legal counsel from the MP organizations to review and comment on the draft Agreement. The target for approval of the Agreement is a six-month timeframe.

The proposed schedule to address the Agreement at the MP meetings is as follows:

- MP Members provide comments on the Draft Agreement by the next scheduled MP Meeting (approximately in 3 months)
- Approve the Agreement at the following MP Meeting (approximately in 6 months)

Prepared by: Darrell Vice

**DRAFT**

STATE ROUTE 152 TRADE AND MOBILITY CORRIDOR  
JOINT POWERS AGREEMENT

**INTRODUCTION**

This Joint Powers Agreement (“Agreement”) is made and entered into in the State of California as of \_\_\_\_\_, 2012 (“Effective Date”), by and among the following public agencies (“Agencies”) that are parties to this Agreement:

- (a) Council of San Benito County Governments (“SBCOG”)
- (b) Santa Clara Valley Transportation Authority (“VTA”)
- (c) Merced County Association of Governments (“MCAG”)
- (d) Madera County Transportation Commission (“MCTC”)

**RECITALS**

WHEREAS the parties to this Agreement recognize the need for a joint powers agreement to conduct studies necessary for the development and delivery of infrastructure improvements including toll facilities for an east-west trade and mobility corridor on State Route 152 (SR152) between US Route 101 (US 101) and State Route 99 (SR 99) (“Project”) and to determine the feasibility of entering into a public-private partnership to implement the identified improvements;

WHEREAS the parties to this Agreement recognize the need for funding and analyzing financing options for the Project including the feasibility of a public-private partnership within the stretch between US 101 to SR 99;

WHEREAS this Agreement is intended to replace and supersede in its entirety the Memorandum of Understanding entered into by the parties to create the SR152 Mobility Partnership and to conduct State Route 152 Realignment and Trade Corridor Studies; and

WHEREAS each party to this Agreement is authorized to contract with the others for the joint exercise of any common power under the Joint Powers Act, Article 1, Chapter 5, Division 7, Title I of the Government Code of the State of California (“Act”);

NOW THEREFORE, in consideration of the recitals and the rights, duties and covenants set forth herein, the parties to this Agreement agree to the following:

**1. PURPOSE**

This Agreement is made pursuant to the Act to provide for the joint exercise of certain powers common to the parties and the additional powers granted under the Act for the purpose of

conducting studies to develop and deliver infrastructure improvements for an east-west trade and mobility corridor on State Route 152 between US Route 101 and State Route 99. To the extent applicable, those powers and/or responsibilities are set forth in Section 5 below.

## **2. LEAD AGENCY**

VTA is appointed as the Lead Agency for the Project on behalf of the parties.

**2.1** The Lead Agency shall work in cooperation with the Agencies and endeavor to achieve consensus on Project issues and matters. The Lead Agency shall have the following authority and responsibilities under the direction of the Agencies:

(a) Execute and administer agreements and contracts on behalf of the Agencies for studies and other activities necessarily related to the Project.

(b) File grant applications or submit requests for funding of preliminary studies and other pre-design and pre-construction activities related to the Project.

(c) Manage, implement and administer grants related to the Project.

(d) Report regularly to the Agencies regarding issues that affect the Agencies and the Project.

(e) Provide and manage all personnel used in providing or supporting the Project, and manage all contracts for professional services.

(f) Pay all invoices properly charged to the Project.

(g) The Lead Agency may recover its costs in serving as Lead Agency from any grants or other funding sources if authorized by those grants or funding sources but is not otherwise entitled to compensation by the other Agencies for its activities in serving as Lead Agency.

## **3. EFFECTIVE DATE**

This Agreement shall become effective upon approval by the governing board of the Agency that last approves the Agreement, which date shall be reflected in the introductory paragraph of this Agreement.

## **4. RESPONSIBILITIES OF THE AGENCIES**

The Agencies shall have the following responsibilities:

**4.1** Seek state and federal funding for the Project, and other duties described in this Agreement.

**4.2** Other responsibilities as may be added by amendments to this Agreement pursuant to Section 8.

4.3 Other responsibilities that are consistent with the purpose, objectives, and responsibilities described in this Agreement or are imposed or allowed by state or federal law.

## **5. POWERS OF THE AGENCIES**

As may be necessary for the accomplishment of the purposes of the Agreement and the responsibilities of the Agencies, the Agencies shall have the power to undertake the following:

5.1 To make and enter into any and all contracts.

5.2 To employ or contract for the services of agents, employees, consultants, and such other persons or firms as it deems necessary.

5.3 To contract for any and all services deemed necessary.

5.4 To make plans and conduct studies and to review, recommend or adopt revisions or amendments thereto to the extent allowed by law.

5.5 To sue and be sued.

5.6 To apply for and accept grants for financial aid pursuant to any applicable state or federal statutes.

5.7 Except as otherwise provided herein, the Agencies may exercise any and all powers granted to VTA, under Article 5 of Chapter 5 of Part 12 of the California Public Utilities Code, commencing with section 100160, and are subject to the restrictions imposed upon VTA to the extent such restrictions apply to the activities of the Agencies, as provided in Government Code Section 6509.

## **6. POLICY BOARD**

### **6.1 Members of the Policy Board**

All powers of the Agencies shall be exercised by an eight-member Policy Board composed of two representatives of each Agency selected by the Boards of each respective Agency. Each Board Member shall hold office from the first meeting after his or her appointment until a successor is appointed, or until the date such Board Member no longer serves as an elected official representing an Agency, whichever date is first. Each Board Member shall serve at the pleasure of the appointing Agency.

### **6.2 Officers of the Policy Board**

The Board shall elect a Chair and a Vice-Chair from among its Board Members at its first meeting. Thereafter, at the first meeting held in each succeeding calendar year, or as otherwise determined by the Board in its discretion, the Board shall elect its Chair and Vice-Chair for that year. If the Chair or Vice-Chair so elected ceases to be a member of the Board, the resulting vacancy shall be filled at the next meeting of the Board held after each vacancy occurs.

In the absence or inability of the Chair to act, the Vice-Chair shall act as Chair. The Chair, or in his or her absence, the Vice-Chair, shall preside at and conduct all meetings of the Board.

### **6.3 Meetings of the Policy Board**

#### **(a) Regular Meetings**

The Board shall establish a schedule for its regular meetings provided that it shall hold at least one regular meeting in each quarter of each year and such further meetings as may be reasonable depending on the pressure of business.

#### **(b) Special Meetings**

Special meetings of the Board may be called by the Chair, Vice-Chair, or Lead Agency in accordance with the provisions of law.

#### **(c) Notice of Meetings**

All meetings of the Board shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, commencing with Section 54950 of the Government Code of the State of California.

#### **(d) Teleconferenced Meetings**

Pursuant to Section 54953 of the Government Code of the State of California, meetings may be held when one or more members of the Board attend telephonically, provided that the teleconferenced meeting or proceeding shall comply with all requirements of the Ralph M. Brown Act and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding. All votes taken during a teleconferenced meeting shall be by roll call. If the Board elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the Board. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the Board shall participate from locations within the boundaries of the territory over which the Parties exercise jurisdiction. The agenda shall provide an opportunity for members of the public to address the Board directly pursuant to Section 54954.3 of the Government Code of the State of California at each teleconference location. For the purposes of this section, "teleconference" means a meeting of the Board, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit the Board from providing the public with additional teleconference locations.

#### **(e) Quorum**

A majority of Board Members shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn for lack of quorum. A minimum of 4 votes of the Board is required to take action.

**(f) Minutes**

The Lead Agency shall cause minutes of all meetings to be kept, and shall, after each meeting, cause of copy of the minutes to be forwarded to each Board Member.

**7. TERMINATION OF AGREEMENT**

If the Project is not successful as determined by the Policy Board, this Agreement may be terminated on approval by a vote of the Agencies at a regularly noticed meeting of each Agency's governing body. Such termination will be effective upon approval by the governing board of the third Agency that approves the termination of the Agreement.

**8. AMENDMENTS TO THE AGREEMENT**

This Agreement may be further amended at any time by the unanimous agreement of the Boards of the Agencies.

**9. ARBITRATION**

In the event of a dispute between the Agencies, or any one Agency, which those parties cannot satisfactorily resolve, the dispute shall be submitted to arbitration by a panel of three arbitrators pursuant to the rules of the American Arbitration Association. The panel of arbitrators shall consist of one arbitrator appointed by the Policy Board and one arbitrator appointed by the Agencies with whom the dispute exists and the third member shall be appointed by mutual consent of the other two arbitrators. The arbitration panel shall resolve the dispute in accordance with the terms of this Agreement.

**10. SUCCESSOR STATUTES**

All statutes cited herein shall be deemed to include amendments and successor statutes to the cited statutes as they presently exist.

**11. NOTICE**

All notices, requests, payments and all other communications to be made or given under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally, or on the second day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

If to SBCOG:

Council of San Benito County Governments  
3216 Southside Rd.  
Hollister, CA 95023  
Attn: Jaime De La Cruz, Chair

If to MCAG:

Merced County Association of Governments  
369 W. 18<sup>th</sup> Street  
Merced, CA 95340  
Attn: Jesse Brown, Executive Director

If to VTA:

If to MCTC:

Santa Clara Valley Transportation Authority  
3331 North First Street  
San Jose, CA 95134-1906  
Attn: Michael T. Burns, General Manager

Madera County Transportation Commission  
2001 Howard Road, Ste. 201  
Madera, CA 93637  
Attn: Patricia Taylor, Executive Director

**12. CONSTRUCTION: NUMBER, GENDER AND CAPTIONS**

This Agreement has been executed in the State of California and shall be construed according to the law of the State of California. Numbers and gender as used herein shall be construed to include that number and/or gender which is appropriate in the context of the text in which either is included. Captions are included herein for the purposes of ease of reading and identification. Neither gender, number nor captions used herein shall be construed to alter the plain meaning of the text in which any or all of them appear.

**13. EXECUTION IN COUNTERPART**

The Agreement may be executed in one or more counterparts and may include multiple signature pages, all of which shall be deemed to be one instrument. Copies of this Agreement will be used in lieu of the original.

**14. COMPLETE AGREEMENT**

This Agreement constitutes the full and complete agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by authorized officials indicated below.

COUNCIL OF SAN BENITO COUNTY  
GOVERNMENTS

SANTA CLARA VALLEY  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
JAIME DE LA CRUZ  
Chair

By: \_\_\_\_\_  
MICHAEL T. BURNS  
General Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
SHIRLEY L. MURPHY  
Deputy County Counsel

By: \_\_\_\_\_  
General Counsel

MERCED COUNTY ASSOCIATION OF  
GOVERNMENTS

MADERA COUNTY TRANSPORTATION  
COMMISSION

By: \_\_\_\_\_  
JESSE BROWN  
Executive Director

By: \_\_\_\_\_  
PATRICIA TAYLOR  
Executive Director

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
ROBERT T. HADEN  
Counsel

By: \_\_\_\_\_  
JAMES M. GERECKE  
Deputy County Counsel



Memo on Agenda Item 7  
Date: April 13, 2012

TO: Mobility Partnership  
FROM: John Ristow, Chief CMA Officer  
SUBJECT: Receive Input on Upcoming Meeting Schedule/Locations

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### INFORMATION ITEM

#### **BACKGROUND:**

For planning purposes, staff would like input on upcoming Mobility Partnership meeting dates/times/locations and agenda items, adhering to the quarterly cycle established.

#### **DISCUSSION:**

Staff is interested in gaining input on meeting facilitators, dates, times and locations of next two cycles of the Mobility Partnership meeting. Major tasks currently identified to be addressed at upcoming Mobility Partnership meetings include:

#### **In Three Months:**

Date/Time/Location - TBD

- Project Status Update
- Review of Draft Joint Powers Agreement
- Overview of Public Private Partnership (PPP)

#### **In Six Months:**

Date/Time/Location – TBD

- Project Status Update
- Acceptance of Joint Powers Agreement for Execution
- Report on Preliminary Financial Model

Prepared by: Darrell Vice