

Memorandum of Understanding
Between
The Metropolitan Transportation Commission,
The San Joaquin Council of Governments,
and
The Sacramento Area Council of Governments

This Memorandum of Understanding (“MOU”) is made and entered into this 17th day of December 2020, by and between the Metropolitan Transportation Commission (MTC), the San Joaquin Council of Governments (SJCOG), and the Sacramento Area Council of Governments (SACOG), hereinafter collectively referred to as the “MPO Partners”.

Recitals

WHEREAS, megaregions, or mega-metropolitan areas, are the functional geographic scale for many labor, transportation, housing, land use, natural, economic and other systems; and

WHEREAS, the MPO Partners, combined, represent 16 counties and 136 cities with a total population of nearly 11 million people stretching from the Central Valley and Bay Area to the Sierra Nevada Foothills.

WHEREAS, it is not possible for any one of the regional planning organizations to fully plan for the future of its residents without considering and addressing the cross-border impacts and influences on and from the residents of the other two regions; and

WHEREAS, federal, state and philanthropic programs, policies, regulations and funding encourage coordinated planning and action between organizations functioning within the same mega-region; and

WHEREAS, the MPO Partners are responsible for conducting a number of state and federally mandated planning and programming responsibilities, including the maintenance of long-range Regional Transportation Plans and Sustainable Communities Strategies;

WHEREAS, the MPO Partners can benefit from the collective expertise and resources of the MPO Partners to more effectively fulfill their respective duties and better serve the residents of the megaregion;

WHEREAS, the MPO Partners desire to establish a more formal and consistent practice of coordination among transportation planning and policy discussions throughout the megaregion;

WHEREAS, by entering into this MOU, the MPO Partners intend to describe their commitment to establish a joint cooperative structure for their participation in megaregional planning, transportation infrastructure prioritization, and state and federal joint policy positions; and

NOW, THEREFORE, the MPO Partners agree as follows:

1. Duties of the MPO Partners

- a. The MPO Partners shall designate four Board or Commission members from each MPO to serve on the Megaregion Working Group which will meet at least three times each year to guide the coordination efforts and work of the MPO Partners.
- b. Subject to the availability of funding and approval of their respective governing bodies, the MPO Partners will each provide staff resources and time commitment to the work of the Megaregion Working Group.
- c. The MPO Partners will assist in the development and review of work programs, shared lobbying or advocacy efforts, and deliverables associated with the priorities of the Megaregion Working Group including, but not limited to the deliverables and activities outlined in Attachment 1.
- d. The MPO Partners will actively participate in the MPO Working Group by reviewing materials and attending all meetings related to the group, via conference call, after reasonable prior notice.
- e. The MPO Partners will attempt to reach a consensus in good faith on all decisions related to implementation of the MOU.
- f. The MPO Partners will jointly and equally own all the work products completed by the Megaregion Working Group.

2. Administrative Duties and Governance of the Megaregion Working Group

- a. The MPO Partners, on a rotating annual assignment beginning with the San Joaquin Council of Governments in 2021, Metropolitan Transportation Commission in 2022, and Sacramento Area Council of Governments in 2023, and continuing on in that order, shall take the role of lead agency for the work conducted by and on behalf of the Megaregion Working Group. These duties include, but are not limited to calling, scheduling, and chairing recurring meetings with the MPO Partners and Working Group, as well as any other meetings deemed necessary by the MPO Partners, and provide meeting notices and working agendas at least three (3) business days before any such meeting.
- b. The MPO Partner assigned the role of lead agency shall also designate one elected member of its governing body to serve as Chair and the MPO Partner who will serve as lead agency the following year shall designate one elected member of its governing body to serve as Vice Chair of the Megaregion Working Group.
- c. All obligations of the MPO Partners under this MOU are subject to the appropriation of resources and funding by their respective governing bodies.
- d. Nothing in this MOU shall be construed as empowering any MPO Partner to exercise any function properly residing with any other MPO Partner.
- e. Voting Structure
 - i. Each MPO Partner is entitled to four votes. If any member is absent, the votes will be divided among the Working Group members present.
 - ii. Votes on any items taken up by the Megaregion Working Group will serve as advisory recommendations to the respective governing bodies of the MPO Partners. No action by the Megaregion Working Group shall be construed as binding without approval by the governing bodies of each MPO Partner.
- f. No alteration or variation of the terms of this MOU shall be valid unless made in writing and

signed by all of the MPO Partners, and no oral understanding or agreement not incorporated herein shall be binding on any of the MPO Partners.

- g. Official participation in the Megaregion Working Group is limited to the designated elected membership and staff of three MPO Partners. The MPO Partners may invite participation by outside parties in discussion, but no additional formal members may be added to this MOU without expressed consent from all three MPO Partners.
- h. Nothing in the provisions of this MOU is intended to create duties or obligations to or rights in third parties to this MOU or affect the legal liability of the parties to this MOU.
- i. This MOU shall become effective as of the date first written above and shall continue in full force until one or more of the MPO Partners agree to terminate the MOU.
- j. This MOU may be terminated by any MPO Partner at any time by providing a written notice of at least thirty (30) days to all other MPO Partners.
- k. This MOU may be executed in any number of identical counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each party has signed one such counterpart.

This Agreement may, consistent with federal regulations governing metropolitan planning, be amended only by a written instrument signed by MTC, SJCOG, and SACOG.

IN WITNESS WHEREOF the parties hereto have executed the foregoing Agreement effective as of the date first above written.



James Corless, Executive Director
Sacramento Area Council of Governments

Date 1/5/2021



Therese McMillan, Executive Director
Metropolitan Transportation Commission

Date 1/5/2021



Diane Nguyen, Executive Director
San Joaquin Council of Governments

Date 1/5/2021

ATTACHMENT 1

POTENTIAL DELIVERABLES AND ACTIVITIES FOR THE MEGAREGION WORKING GROUP

The potential deliverables and activities anticipated from this joint cooperative are as follows.

- Alignment of the Regional Transportation Plans/Sustainable Communities Strategies of the organizations to optimize the performance of the plans and make efficient the work effort required to produce them, including, to the extent possible, aligning major planning assumptions, policy priorities, and infrastructure investment priorities that improve connections within the megaregion.
- Coordination of major planning efforts, with particular emphasis on jobs-housing balance issues between the three MPOs, facilitating the production of housing to achieve affordability and availability goals, improving transportation infrastructure for all modes of transportation including telecommuting and teleworking, making easier the flow of goods within the megaregion and in and out of the mega-region through critical freight corridors, and growing in a way that protects essential natural resources such as air, water and farmland;
- Alignment of joint policy positions on issues of statewide significance when and where appropriate and on topics of interest to the governing boards;
- Coordination of the efforts of the Working Group with business community partners including economic councils, chambers, business organizations, and other groups that represent the economic and business interests across the megaregion.