

MEMORANDUM OF AGREEMENT
Between the
THE TRANSBAY JOINT POWERS AUTHORITY
And
THE CALIFORNIA HIGH-SPEED RAIL AUTHORITY
Regarding
DESIGN OF THE TRANSBAY TRANSIT CENTER
AND THE CALTRAIN DOWNTOWN EXTENSION

The Parties to this agreement (“parties”) are the Transbay Joint Powers Authority (“TJPA”) and the California High-Speed Rail Authority (“CHSRA”). The TJPA is a joint powers agency responsible for the planning, design, construction, operation and management of the Transbay Transit Center Program (“Transbay Program”) in San Francisco, including a new Transbay Transit Center and an underground rail connection providing access to the new Transbay Transit Center from the existing Caltrain 4th/King northern terminus (“DTX”); The CHSRA is the state entity responsible for planning, constructing and operating a high-speed train system serving California's major metropolitan areas.

On November 4, 2008 the voters of California approved Proposition 1A, a state general obligation bond measure to provide a portion of the costs of construction of a high-speed train system that connects the State's major population centers consistent with the CHSRA's certified program environmental documents and stating that the legislative intent is to initiate construction of a high-speed train project that connects the San Francisco Transbay Terminal to Los Angeles Union Station and Anaheim.

The CHSRA's Program EIR/EIS for the Bay Area to Central Valley portion of the high-speed rail system, certified on July 9, 2008, identifies the Transbay Transit Center as the preferred San Francisco terminus for the high-speed rail system. The CHSRA has commenced preparation of a project engineering design and EIR/EIS for the San Francisco to San Jose section of the high-speed rail system.

The TJPA is actively engaged in Preliminary Engineering Design for the DTX and the Transbay Transit Center.

The parties recognize that cooperation respecting the project of each party is desirable and appropriate. The parties, therefore, agree as follows:

1. The parties will establish a mutually beneficial and productive working relationship to help these agencies meet the problems of establishing the Transbay Transit Center as a terminus station of the high-speed rail system, and to develop a process and mechanisms that will encourage and facilitate communications and collaboration between them and allow them efficiently to address short-term, medium-term, and long-term problems in an effective manner.

2. The parties will establish several working groups to assist the agencies in doing so, including those described below, recognizing that, as planning, design and environmental work progress, additional issues may become the subjects of collaboration.

3. The parties will establish a technical working group through which technical information will be exchanged by the parties. This group shall also serve the following purposes:

a. As a means by which each party will be kept informed of progress being made by the other party in development of technical information, including information developed in the environmental review process.

b. As a means by which each party will have the opportunity to make suggestions regarding the scope of on-going and future technical work and studies.

c. As a means by which each party will be able to comment on or to seek clarification of information provided by the other party. This provision does not alter, replace, or otherwise affect provisions of law, such as those in the California Environmental Quality Act, providing for comment during the environmental review process.

4. Each agency understands that documents provided by one party to the other may be subject to disclosure by the other party pursuant to the Public Records Act or the San Francisco Sunshine Ordinance. In the event one party ("first party") wishes to share documents or information with the other party ("second party") that the first party considers to be confidential or not subject to public disclosure, the first party will first notify the second party of that fact, thus giving the second party an opportunity to determine if it is in a position to receive the documents or information in confidence and to assert that they are not subject to disclosure. In the event either party receives a request for public records pertaining to documents it has received from the other party, it will immediately notify the other party of the request and refrain from responding to the request until the other party has had an opportunity to assert its position concerning whether the requested documents are subject to disclosure. Such provision does not require any party to delay a response to a request for public records beyond the time provided in applicable law, which shall control. Furthermore, this memorandum does not require one party to provide to the other party any documents or information which it deems confidential.

5. The parties will establish a working group to examine issues surrounding potential rights and interests, including ownership interests in the facilities to be used for high-speed rail purposes at and near the Transit Center and the proposed right of way between the Transbay Transit Center and the current terminus of the Caltrain line at Fourth and King Streets in San Francisco.

6. The working group shall also examine issues pertaining to funding for construction and operation of facilities at and near the Transit Center, including the proposed right of way between the Transbay Transit Center and the current terminus of the Caltrain line at Fourth and King Streets, to be used by or for the high-speed rail system.

7. The parties recognize that under state and federal law, any party preparing an environmental document has certain obligations and responsibilities with respect to the preparation of that document, and with respect to intermediate decisions which must be made in the course of preparation of the document. The parties further recognize that there are obligations and responsibilities which cannot be delegated or assigned by the preparing party to someone else or to another agency. Nothing in this agreement is intended to affect those obligations and responsibilities or the decision-making responsibilities of any party to this agreement in any way contrary to law. Each party is responsible for making its own determination as to the usefulness or propriety of its use of, or reliance upon, the work product of the other party. It is not intended by this agreement that either party represents or warrants that its work product is sufficient for the purposes to which another party may wish to apply that work product. This MOA does not reduce, expand, transfer, or alter in any way any statutory or regulatory authority or responsibility of either of the parties.

8. The structure of the relationship between the TJPA and the CHSRA as described in this MOA is not intended to remain unchanged, but may evolve in the future and as the parties confront various problems. All or portions of this memorandum may be modified to accommodate the needs of the parties as planning work progresses, either through direct amendment of this memorandum or through supplemental memoranda, as deemed appropriate by the parties.


9. The needs of the Peninsula Corridor Joint Powers Board ("Caltrain") must be considered in all planning activities pertaining to extending Caltrain services to downtown San Francisco and to the use of the Transit Center as a rail station. CHSRA can consult directly with Caltrain.

10. The parties will attempt to cooperate in the presentation of information to the media concerning the rail component of the Transbay Program and California High-Speed Rail.

11. This agreement is effective upon execution by both parties and shall continue in effect until and unless terminated by both parties through mutual agreement or upon 30 days' written notice delivered by the party seeking to terminate the agreement to the other party.

12. Nothing in this agreement is to be construed as acceptance of the imposition of any surcharge on high-speed train passengers. Any such surcharge would require the approval of the board of each party to this agreement.

TRANSBAY JOINT POWERS AUTHORITY

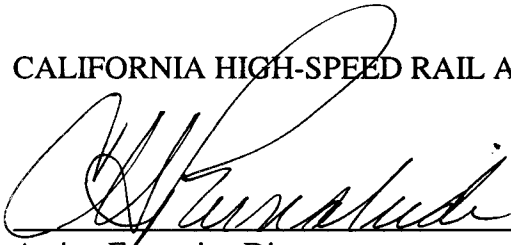


~~Executive Director~~

AUTHORIZED BY:
TJPA BOARD OF DIRECTORS

Resolution No.: 09-005

CALIFORNIA HIGH-SPEED RAIL AUTHORITY



Acting Executive Director

AUTHORIZED BY:
CHSRA BOARD OF DIRECTORS

Resolution No.: HSRA 09-005