

MEMORANDUM OF UNDERSTANDING

California High Speed Rail Authority – City of Sacramento

This Memorandum of Understanding is between the California High Speed Rail Authority (“Authority”) and the City of Sacramento (“the City”) regarding the parties’ respective planning and development activities for certain passenger rail projects as described below. The parties to this Memorandum of Understanding share the common understanding that is stated below:

A. The Authority is responsible for preparing a plan and design for the High Speed Train (HST) system, conducting environmental studies and obtaining necessary permits, and undertaking the construction and operation of a high-speed train passenger network in California. Included in the Authority’s work is planning for HST service between Sacramento and Merced and between the Merced area and San Francisco via the Pacheco Pass. Pursuant to its statutory duties, the Authority will be acting as a lead agency in preparing project level environmental impact reports (“EIRs”) for high-speed train service in the above-described areas. As a complement to the statewide HST services, the Authority is pursuing a partnership with local and regional agencies and transit providers to propose and develop a joint-use (“Regional Rail” and HST) passenger rail infrastructure project in the Altamont Pass corridor as advocated in MTC’s recently approved “Regional Rail Plan for the San Francisco Bay Area.”

B. The City has been and will continue to be involved in developing plans and conducting various environmental reviews pertaining to the Sacramento Railyards project.

C. Within the precincts of the Railyards project the City anticipates the planning and development of a multi-modal transportation facility which will accommodate several transportation and transit systems, including high-speed rail.

D. Given the foregoing, the parties agree that the location of the Sacramento station, the operation of the high-speed train system, particularly between Sacramento and Merced and between the Central Valley and the Bay Area, and the development of a joint-use passenger rail infrastructure project in the Altamont Pass corridor, are matters which concerns both parties. It is the parties’ shared objective to enhance passenger rail transportation opportunities for the public in the Sacramento region.

The parties, therefore, agree as follow:

1. The parties agree to cooperate fully in their respective work in planning and developing their respective projects and throughout the preparation of the parties’ respective

technical studies, reports, and environmental documents, and other directly related planning and project development activities.

2. The parties agree to share the results of their work, including technical studies, and to confer at regular and frequent intervals, so that each party has the opportunity to share its views and comments with the other party and so that the parties may identify additional areas in which they can work together.

3. Each party agrees to encourage public awareness of and involvement in the planning and environmental review processes in which the parties are engaged.

4. Each party intends to use the products of any technical studies and reports generated by the other party in a manner consistent with its respective authorities. Each party recognizes 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, nor to affect in any way which is contrary to the law the decision-making responsibilities of any party to this agreement. Each party to this agreement is responsible for making its own determination as to the usefulness or as to the propriety of its use of or reliance upon the work product of any other party to this agreement. It is not intended by this agreement that any party to this agreement represents or warrants that its work product is sufficient for the purposes to which another party may wish to apply that work product. This MOU does not reduce, expand, transfer, or alter in any way any of the statutory or regulatory authorities or responsibilities of any party hereto.

5. 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.

Signatures, etc.