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2           **WHEREAS**, CITY and AUTHORITY have contributed real property for the development  
3 of the ARTIC PROJECT (2.2 acres by the CITY--“CITY PROPERTY”--and 13.5 acres by the  
4 AUTHORITY--“AUTHORITY PROPERTY”), which is bounded by Katella Avenue on the north,  
5 the Santa Ana River on the east, the SR-57 Freeway on the south, and Douglass Road on the  
6 west, with the Los Angeles-San Diego (“LOSSAN”) rail corridor traversing the property near its  
7 southern limits; and

8           **WHEREAS**, CITY and AUTHORITY have each invested considerable CITY and  
9 AUTHORITY staff hours in the planning and development of the ARTIC PROJECT; and

10           **WHEREAS**, CITY and AUTHORITY have each contributed considerable consultant  
11 staff hours to manage, plan, design, engineer, and environmentally clear the ARTIC PROJECT  
12 estimated at over \$10 million; and

13           **WHEREAS**, CITY and AUTHORITY are in the process of environmentally-clearing and  
14 designing the ARTIC PROJECT and intend to be under construction on the ARTIC PROJECT  
15 by October 2011; and

16           **WHEREAS**, CHSRA has been planning a High-Speed Train (“HST”) from Los Angeles  
17 to Anaheim and in 2005 completed a Program Environmental Impact Statement/Environmental  
18 Impact Report (EIS/EIR) for this segment; and

19           **WHEREAS**, CHSRA is in the process of preparing a project-level EIS/EIR to  
20 environmentally clear the Los Angeles to Anaheim segment (which includes the tracks,  
21 platforms, underground concourse, and parking associated with the station at the ARTIC site),  
22 for which OCTA has contributed \$7 million; and

23           **WHEREAS**, CHSRA development and planning efforts in the Los Angeles to Anaheim  
24 segment have focused primarily on the identification and analysis of alternative routes and the  
25 engineering of the alignment, and not on the identification and development of stations in  
26 Orange County; and

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2           **WHEREAS**, voter-approved California Proposition 1A and the congressionally-  
3 approved American Recovery and Reinvestment Act of 2009 have made \$9.95 billion and  
4 \$2.25 billion, respectively, available for HST development in California; and

5           **WHEREAS**, the City procured an architectural/engineering (“A/E”) services firm and  
6 commenced with the A/E awarded design concept of ARTIC in May 2009; and

7           **WHEREAS**, the awarded design concept of the iconic ARTIC terminal building is not an  
8 expandable structure, and all program space needs to be accounted for in the initial design so  
9 as not to preclude services being provided in the future; and

10           **WHEREAS**, as part of the design effort for the ARTIC PROJECT, the CITY and the  
11 AUTHORITY paused design of ARTIC and began collaborating with the CHSRA in September  
12 2009 to ensure the full integration of CHSRA and its passenger needs into the planning and  
13 design of the ARTIC PROJECT, so as not to preclude those services in the future once the  
14 ARTIC PROJECT is constructed; and

15           **WHEREAS**, the collaboration between CITY, AUTHORITY, and CHSRA resulted in the  
16 mutual desire of all PARTIES to locate the ARTIC PROJECT at CITY PROPERTY/  
17 AUTHORITY PROPERTY and to advance the project in an efficient manner; and

18           **WHEREAS**, the collaboration between CITY, AUTHORITY, and CHSRA resulted in the  
19 determination that to fully integrate CHSRA into the ARTIC PROJECT, and accommodate the  
20 requirements of HST passenger services, additional terminal space will be required to  
21 accommodate HST, for a minimum terminal space of 95,000 net square feet, exclusive of the  
22 below-level bus facility and the train access concourse; and

23           **WHEREAS**, in January 2010, the CITY redirected its A/E consultants to commence  
24 with schematic design of the ARTIC PROJECT with a minimum terminal space of 95,000 net  
25 square feet; and

1           **WHEREAS**, the AUTHORITY and the CITY executed Agreement C-9-0448, in May of  
2 2009 to delineate roles and responsibilities for the development of the ARTIC PROJECT and  
3  
4 provide \$178.9 million for the iconic design and construction of the ARTIC PROJECT; and

5           **WHEREAS**, the larger terminal facility would result in a total ARTIC PROJECT cost of  
6 \$380 million (excluding prior project development contributions and the land purchase by CITY  
7 and AUTHORITY), an increase of approximately \$200 million over the original cost of \$178.9  
8 million; and

9           **WHEREAS**, the PARTIES agree that the cost to develop and construct a joint use  
10 terminal at the terminus of the Los Angeles to Anaheim segment of HST should be shared  
11 between the PARTIES; and

12           **WHEREAS**, an analysis was conducted to determine the share of cost that should be  
13 attributed to the PARTIES for the ARTIC PROJECT, and the shares were assigned based on  
14 the percentage of ridership of the AUTHORITY and CHSRA, with thirty percent (30%) and  
15 seventy percent (70%) of the ridership attributed to the AUTHORITY and CHSRA,  
16 respectively.

17           **NOW, THEREFORE**, it is mutually understood and agreed by the PARTIES as follows:

18           **ARTICLE 1. COMPLETE AGREEMENT**

19           This Agreement, including all exhibits and documents incorporated herein and made  
20 applicable by reference, constitutes the complete and exclusive statement of the terms and  
21 conditions of this Agreement between CITY, AUTHORITY, and CHSRA concerning  
22 development of the ARTIC PROJECT and supersedes all prior contrary representations,  
23 understandings and communications between the PARTIES. The above-referenced Recitals  
24 are true and correct and are incorporated by reference herein.

25           **ARTICLE 2. RESPONSIBILITIES OF CITY**

26           CITY agrees to the following responsibilities for the ARTIC PROJECT:

1           A.     CITY will contribute 2.2 acres of real property (CITY PROPERTY) for the  
2 development of the ARTIC PROJECT, valued at \$5.3 million.

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4           B.     CITY will be responsible for providing \$178.9 million to fund the right-of-way  
5 acquisition, final design and construction of the ARTIC PROJECT pursuant to the  
6 AUTHORITY and CITY Agreement C-9-0448.

7           C.     CITY will be responsible for the environmental clearance of the ARTIC  
8 PROJECT (including the terminal facility, the bus facility, the surface parking lots, the track and  
9 platforms for Metrolink/Amtrak, and the underground concourse providing access from the  
10 terminal up to the edge of the southernmost Metrolink/Amtrak track) pursuant to the  
11 AUTHORITY and CITY Agreement C-9-0821.

12          D.     CITY will be responsible for the design and construction of the ARTIC  
13 PROJECT, all associated activities of designing and constructing the ARTIC PROJECT,  
14 including but not limited to all planning, zoning and permitting for all non-rail improvements  
15 associated with the ARTIC PROJECT.

16          E.     CITY will be responsible for all procurement related activities for the ARTIC  
17 PROJECT pursuant to CITY's procurement policies and procedures for the construction, and  
18 maintenance, and operation of the ARTIC PROJECT upon completion of final design.

19          F.     CITY will submit to CHSRA for review and comment all design documents  
20 related to CHSRA program space for the ARTIC PROJECT.

21          G.     CITY will submit to AUTHORITY and CHSRA all documents related to the  
22 procurement process including but not limited to the agreement between CITY and the  
23 selected entity(s) that will construct, operate, and maintain the ARTIC PROJECT.

24          H.     CITY will provide review and comment on the environmental documents being  
25 prepared by the CHSRA for the Los Angeles to Anaheim segment.

1 I. CITY will have the right to review and comment on any portion of the CHSRA's  
2 design of their tracks, platforms, and underground concourse as it relates to interfacing with  
3 the ARTIC PROJECT, and any at- or above-grade project elements to ensure coordination  
4 and consistency with the iconic design of the ARTIC PROJECT, the Platinum Triangle Master  
5  
6 Land Use Plan, and the CITY's General Plan.

7 **ARTICLE 3. RESPONSIBILITES OF AUTHORITY**

8 AUTHORITY agrees to the following responsibilities for the ARTIC PROJECT:

9 A. AUTHORITY will contribute 13.5 acres of real property (AUTHORITY  
10 PROPERTY) for the development of the ARTIC PROJECT valued at \$32.5 million.

11 B. AUTHORITY will be responsible for providing funding consistent with Agreement  
12 C-9-0448 between the CITY and the AUTHORITY.

13 C. AUTHORITY will be responsible for all commuter rail-related planning, zoning  
14 and permitting activities of the ARTIC PROJECT (exclusive of HST rail elements) as required  
15 by California law.

16 D. AUTHORITY will provide review and comment on the environmental documents  
17 being prepared by the CITY for the ARTIC PROJECT and by the CHSRA for the Los Angeles  
18 to Anaheim segment.

19 E. AUTHORITY will have the right to review and comment on any portion of the  
20 CHSRA's design of their tracks, platforms, and underground concourse as it relates to  
21 interfacing with, and the functionality of, the ARTIC PROJECT, and as it interfaces with the  
22 Metrolink tracks and platforms, or any other transportation-related element.

23 **ARTICLE 4. RESPONSIBILITES OF CHSRA**

24 CHSRA agrees to the following responsibilities for the ARTIC PROJECT:

25 A. CHSRA will be responsible for providing funding in an amount of \$200 million for  
26 the share of costs attributed to CHSRA for the development, design, and construction of the

1 CHSRA program space (exclusive of HST track, platform and rail infrastructure) in the ARTIC  
2 PROJECT.

3 B. CHSRA will be responsible for environmental clearance of the HST, which  
4 includes any project elements that are part of the HST project and not identified as part of the  
5 ARTIC PROJECT, including but not limited to the HST tracks and platforms, HST concourse to  
6 be located adjacent to and south of the ARTIC PROJECT site, south of the LOSSAN corridor,  
7 and any associated HST parking facilities.

8 C. CHSRA will be responsible for the design and construction of the HST Project  
9 ("HST PROJECT" as defined in Attachment No. 1 – Definition of Terms), all associated  
10 activities of designing and constructing the HST PROJECT, including but not limited to all  
11 planning, zoning, and permitting for all improvements.

12 D. CHSRA will provide review and comment on the environmental documents  
13 being prepared by the CITY for the ARTIC PROJECT.

14 E. CHSRA shall submit to CITY and AUTHORITY for review and comment all HST  
15 PROJECT design documents and all final documents.

16 **ARTICLE 5. MUTUAL RESPONSIBILITES OF THE PARTIES**

17 A. The PARTIES agree that in the performance of their respective duties and  
18 obligations as set forth in this MOU, they shall at all times abide by and comply with all federal,  
19 state, and local laws, regulations and ordinances.

20 B. The PARTIES agree that the disbursement of funds will be subject to a future  
21 agreement; and

22 C. This MOU shall continue in full force until superseded by another agreement or  
23 mutually terminated.

24 D. The terms for continued operation and maintenance of the ARTIC PROJECT will  
25 be documented in the contracts developed between the CITY and a selected entity.

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1 E. If any of the PARTIES breach their obligations under this MOU and fail to cure  
2 such breach within thirty (30) calendar days of written notice from any of the non-breaching  
3 party(ies), any of the non-breaching party(ies) may terminate this MOU. PARTIES shall not be  
4 relieved of liability for damages sustained by virtue of any breach of this MOU. In addition,  
5 PARTIES may pursue all remedies available under law for breach of this MOU. The waiver by  
6 PARTIES of any breach to this MOU shall not constitute a waiver as to any succeeding  
7 breach.

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10 F. PARTIES shall mutually indemnify, defend and hold each other harmless  
11 including their officers, directors, employees and agents from and against any and all claims  
12 (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss or  
13 damages, bodily injuries, including death, damage to or loss of use of property caused by the  
14 negligent acts, omissions or willful misconduct in connection with or arising out of their  
15 performance of this MOU.

16 G. This MOU may be amended in writing at any time by the mutual consent of all  
17 PARTIES. No amendment shall have any force or effect unless in writing and executed by all  
18 PARTIES.

19 H. Should any dispute arise between the PARTIES during the term of this MOU, the  
20 PARTIES shall first attempt to resolve the disputed matters between the AUTHORITY's Chief  
21 Executive Officer, the CITY's City Manager, and the CHSRA's Chief Executive Officer. If a  
22 resolution cannot be achieved in a reasonable time, any of the PARTIES may assert their  
23 rights and take whatever action is required under law or equity to enforce said rights.

24 I. The persons executing this MOU on behalf of the PARTIES hereto warrant that  
25 they are duly authorized to execute this MOU on behalf of said PARTIES and that, by so  
26 executing this MOU, the PARTIES hereto are formally bound to the provisions of this MOU.

J. All notices hereunder and communications regarding the interpretation of the terms of this MOU, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered, or certified mail and addressed as follows:

To CITY:	To AUTHORITY:	To CHSRA:
City of Anaheim	Orange County Transportation Authority	California High-Speed Rail Authority
200 S. Anaheim Blvd.	550 South Main Street	925 L Street
Suite 276	P.O. Box 14184	Suite 1425
Anaheim, CA 92805	Orange, CA 92863-1584	Sacramento, CA 95814
Attention: Natalie Meeks	Attention: Darrell Johnson	Attention: Name
Director, Public Works	Executive Director, Rail Programs	Title
(714) 765-4530	(714) 560-5343	Phone
nmeeks@anaheim.net	<a href="mailto:djohnson@octa.net">djohnson@octa.net</a>	Email
C: Jamie Lai	C: Jennifer Bergener	C:

This Agreement shall be made effective upon execution by the PARTIES.

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**IN WITNESS WHEREOF**, the parties hereto have caused this Memorandum of Understanding No. C-\_-\_\_\_\_\_ to be executed on the date first above written.

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**CITY OF ANAHEIM**

**ORANGE COUNTY TRANSPORTATION  
AUTHORITY**

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By: \_\_\_\_\_  
Curt Pringle  
Mayor

By: \_\_\_\_\_  
Will Kempton  
Chief Executive Officer

**ATTEST:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Linda Andal  
City Clerk

By: \_\_\_\_\_  
Kennard R. Smart, Jr.  
General Counsel

**APPROVED AS TO FORM:  
CRISTINA L. TALLEY, CITY ATTORNEY**

**APPROVAL RECOMMENDED:**

By: \_\_\_\_\_  
Bryn M. Morley  
Deputy City Attorney

By: \_\_\_\_\_  
Darrell Johnson  
Executive Director, Rail Programs

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**CALIFORNIA HIGH SPEED RAIL  
AUTHORITY**

By: \_\_\_\_\_

Name:

**Attachment No. 1****Definition of Terms**

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4 ARTIC PROJECT: Major components of the ARTIC PROJECT are proposed to include a three-  
5 level terminal building that is comprised of a minimum 95,000 net square feet above grade and a  
6 below-level bus terminal facility. The above grade uses shall include terminal operations,  
7 passenger-oriented retail/restaurants, and civic space/public plaza. The below-level uses shall  
8 include bus waiting and service areas. The facility shall include an underground concourse with  
9 access to Metrolink/Amtrak, an on-site parking lot north of the transit center, and a parking lot south  
10 of the railroad right-of-way ("ROW"). The underground concourse shall be constructed in a manner  
11 so as to not preclude the ability of CHSRA to connect into the concourse at a future date. The  
12 ARTIC PROJECT shall also include space within the terminal facility for HST passenger services  
13 (including ticketing and related activities). The ARTIC PROJECT shall also include a new stub end  
14 track, two 1,000 foot long platforms (varying in width from 21 feet to 38 feet), a replacement rail  
15 bridge over Douglass Road and civic space/public plaza area.

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17 HST PROJECT: CHSRA shall develop a facility adjacent to and south of the ARTIC PROJECT,  
18 accessible via an underground concourse from the ARTIC PROJECT to accommodate the high-  
19 speed rail platforms, tracks, and other passenger services. Provisions will be made within the  
20 ARTIC PROJECT to accommodate the passenger service facilities of ticketing and other related  
21 activities of the HST PROJECT space, the final build-out of tenant improvements of which shall be  
22 completed by the CHSRA project team at a later date. The HST PROJECT will connect into the  
23 ARTIC PROJECT underground concourse at a future date in a manner so as to allow for the flow  
24 back and forth of passengers from the ARTIC PROJECT to the HST PROJECT, as well as the  
25 reverse flow from the HST PROJECT to the ARTIC PROJECT.  
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