

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF ANAHEIM
AND
THE CALIFORNIA HIGH-SPEED RAIL AUTHORITY**

ANAHEIM REGIONAL TRANSPORTATION INTERMODAL CENTER (ARTIC)

This Memorandum of Understanding (the "MOU") is entered into as of the date of final execution, by and between the California High-Speed Rail Authority ("Authority"), an agency of the State of California, and the City of Anaheim, a California Municipal Corporation and charter city (the "City"). The Authority and the City are referred to collectively as the "Participants".

WHEREAS:

- A. the Authority is responsible for planning, designing, constructing, and operating the California High-Speed Rail system (HSR). Its state statutory mandate is to develop an HSR system that coordinates with the state's existing transportation network, which includes intercity rail and bus lines, regional commuter rail lines, urban rail and bus transit lines, highways, and airports;
- B. HSR will eventually provide intercity, high-speed service on more than 800 miles of track, connecting the major population centers of Sacramento, the San Francisco Bay Area, the Central Valley, Los Angeles, the Inland Empire, Orange County, and San Diego;
- C. Phase 1 of HSR will operate from San Francisco, as the northern endpoint, to Anaheim, utilizing the Anaheim Regional Transportation Intermodal Center (ARTIC) as the southern endpoint;
- D. ARTIC is an existing intermodal transit center that serves as a train station for Amtrak intercity rail and Metrolink commuter rail, as well as a bus station for various service providers;
- E. the City is the owner of ARTIC, which includes the transit center building, surrounding parking, and station platforms;
- F. the Orange County Transportation Authority (OCTA) owns the rail corridor right-of-way into and out of ARTIC;
- G. the Participants anticipate that the introduction of HSR service at ARTIC will result in an increase in activity levels and ridership across all modes of transit that utilize ARTIC that will be beneficial to both Participants;
- H. the Participants acknowledge that the introduction of HSR at ARTIC will require changes to the existing facilities and infrastructure in and around ARTIC such as:
 - a. Parking facilities;

- b. Vehicular circulation and access;
 - c. Passenger circulation and access; and
 - d. And any other necessary changes as developed and coordinated with the City and the facility operator
- I. the Authority is conducting environmental clearance activities for the Los Angeles to Anaheim project section of the Phase 1 HSR system, including the planned terminus at ARTIC, and will prepare the necessary documents in compliance with requirements of the National Environmental Policy Act and the California Environmental Quality Act (Environmental Clearance).

NOW, THEREFORE, the Participants have reached agreement regarding the following:

1. The Participants acknowledge the Authority's plan to locate the southern terminus of Phase 1 at the ARTIC facility and agree to work together collaboratively to achieve this objective.
2. Connecting with the existing ARTIC facility will require changes to the corridor including, but not limited to, new HSR approach tracks and a new HSR platform south of the existing Metrolink/Amtrak tracks and platforms to be designed, funded, and constructed by the Authority. The Authority will obtain Environmental Clearance for these specific changes to the rail track approach leading to ARTIC and station platforms.
3. The Participants will work together to secure any necessary cooperation or permission from OCTA and property owners/operators.
4. The Authority will not obtain Environmental Clearance for any improvements within the ARTIC facility itself, except those called out in this agreement (see item H above). The City and Authority will have further discussions should it be determined that improvements within the ARTIC facility would benefit the Participants, the facility and/or its operations (such as waiting areas, ticketing windows, ticketing machines, a business lounge, and back-of-house functions). Any such improvements will be coordinated with the City and the facility operator.
5. The Authority will agree to pay a share of certain maintenance and operation costs relating to the new tracks and platform, which will be more fully detailed in a separate agreement between the Participants.
6. The Authority agrees to integrate its HSR rail and passenger operations at ARTIC to the greatest extent possible and allowable in coordination with the City consistent with its Environmental Clearance.
7. The Authority agrees to collaborate with the City and other parties as it relates to any planned development within the Platinum Triangle and Authority's plan to locate the southern terminus of Phase 1 at the ARTIC facility.

8. The Authority agrees to use all existing ARTIC facilities to the greatest extent possible and allowable. The Authority agrees to coordinate with the City to address any impacts on or constraints to ARTIC, if any, related to growth caused by increased HSR ridership or provide additional facilities to meet demand generated by HSR operations, including but not limited to:
 - a. parking;
 - b. pickup and drop-off areas;
 - c. passenger concourse and waiting areas;
 - d. platform access concourse (passenger bridge);
 - e. restrooms; and
 - f. back of house spaces as needed by HSR train operator.
9. The Authority shall, in addition to utilizing existing parking at ARTIC, coordinate with the City to address any increased parking needs generated by HSR Operations and secure offsite parking in order to meet the additional demand to the extent consistent with the Environmental Clearance (which identifies parking).
10. More specific terms and conditions associated with design, construction, funding, and payment will be determined in a future agreement to be negotiated by the Participants.
11. The participants will work collaboratively to achieve the objectives of this MOU including, among other actions:
 - a. the commitment of personnel;
 - b. the participation in recurring meetings and/or workshops;
 - c. the exchange of necessary technical and other information; and
 - d. good faith negotiation of more detailed agreements where needed.
12. The respective contact points for communication and information exchange, as well as any notice required to be submitted under this MOU are:

City:

Director of Public Works
200 S. Anaheim Blvd, 2nd Floor
Anaheim, CA 92805

Authority:

Director of Operations and Maintenance
California High-Speed Rail Authority
770 L Street, Suite 620
Sacramento, CA 95814

13. This MOU is a voluntary initiative and does not create any legally binding rights, limitations or obligations upon the Participants. Each party shall bear its own costs related to this effort unless otherwise agreed in writing.
14. This MOU is not intended to amend or impact in any way other existing written agreements between the Participants or any third parties.
15. This MOU is effective from the date of its last signature and shall remain in effect until 2033, or until an operations agreement for ARTIC is executed between the Participants, whichever is later. This MOU can only be renewed or extended by the Participants in writing.
16. Any of the Participants may, at any time, withdraw from this MOU by providing a written notice to the other Participant 60 days in advance.

CITY OF ANAHEIM

CALIFORNIA HIGH SPEED RAIL
AUTHORITY

By: Original Signed December 17, 2020

By: Original signed December 14, 2020
Brian Kelly, Chief Executive Officer

Date: _____

Date: _____

ATTEST:

By: Original Signed December 16, 2020
Theresa Bass, City Clerk

APPROVED AS TO FORM:
ROBERT FABELA, CITY ATTORNEY

By: Original Signed December 16, 2020
Bryn M. Morley
Deputy City Attorney

Dated: _____