

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

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 San José, 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 a 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, as the southern endpoint, and will go through the City of San José and Diridon Station.
- D. The Authority is conducting environmental clearance activities for the San José to Merced project sections of the Phase 1 HSR system, including the planned alignment along the Caltrain corridor and through the Diridon Station, and will prepare the necessary documents in compliance with requirements of the National Environmental Policy Act and the California Environmental Quality Act for its project sections. The Authority has released its San José to Merced Draft Environmental Impact Report/Environmental Impact Statement (EIR/EIS) dated April 2020 (Draft EIR/EIS) for review and comment.
- E. The Authority continues to revise and develop the draft environmental document which will ultimately culminate in the publication of the Final San José to Merced EIR/EIS (Final EIR/EIS), likely in the first half of 2022. The Final EIR/EIS for this project section will analyze the Authority's intended project for HSR service between San José and Merced. It will further disclose and analyze potential impacts of the construction and operations of the project section, including proposed mitigation measures that could be applied if warranted and practicable.
- F. Diridon Station is an existing major transit hub located in Downtown San José hosting transit services provided by: Amtrak, Altamont Commuter Express (ACE), Capitol Corridor, Peninsula Corridor Joint Powers Board (PCJPB, aka. Caltrain), and Santa Clara Valley Transportation Authority (VTA) light rail and bus on property owned and controlled by Caltrain. With the planned additions of Bay Area Rapid Transit (BART) and HSR service, and expanded Caltrain, ACE and Capitol Corridor and Amtrak service, San José Diridon Station is expected to become one of the busiest intermodal stations in North America.

- G. Multiple planning efforts affecting the station area are underway by the City and various partners, including the Authority. First, five partner agencies (California High-Speed Rail Authority, Caltrain, City of San José, Metropolitan Transportation Commission (MTC), and VTA) are working together on a plan to expand and redesign the station in anticipation of significant new transit service under the Diridon Integrated Station Concept (DISC) plan. In addition, the City of San José has updated its plan guiding development of the surrounding area, the Diridon Station Area Plan (DSAP, updated 2021). Finally, the City approved entitlements for a mixed-use development known as the Google Downtown West (DTW) project. The referenced entities have been collaborating and coordinating to best integrate the various plans in a way that meet the needs and goals of the respective entities both via informal efforts and formal agreements.
- H. The efforts outlined above have overlapping planning and development processes between the multiple rail corridor plans and surrounding City functions and land use plans. This MOU is intended to ensure that there is a mutual understanding between the City and the Authority, including clear coordination between the Authority's plans, the City's development processes, and ongoing integration efforts between rail and surrounding land uses. The Participants intend to jointly pursue mutually beneficial solutions where possible.
- I. This MOU is not intended to amend or revise the commitments established in the existing DISC Cooperative Agreement between the Participants, or the Authority's Final EIR/EIS. Rather, the Participants intend for this MOU to align the commitments in these agreements with a clear process for ongoing coordination and collaboration.

NOW, THEREFORE, in consideration of the recitals set forth above, the Participants hereby agree to the following areas of coordination and collaboration.

1. The City of San José and the Authority have a long-standing partnership that has helped facilitate the advancement of HSR and other rail improvements across the State and in Northern California.
2. The Participants have worked collaboratively together (along with other agencies) to advance planning for rail in the City that goes beyond the Authority's projects and commitments in its environmental documents.
3. The Participants shall continue to collaborate, together and with other agencies, regarding the planning and development efforts identified above in Section G.
4. Given the multiple overlapping planning and development processes between rail corridor plans and surrounding city functions and land uses, this MOU is intended to clarify and align the City's and the Authority's respective interests and plans in support of the joint pursuit of mutually beneficial solutions. This includes two distinct geographic areas of interest: Diridon Station Area and the Monterey Corridor.
5. With respect to the **Diridon Station Area**, the Participants agree to the following:

- a. The Participants acknowledge their common commitment to extending HSR to and through San José and Diridon Station.
- b. The Participants shall coordinate access planning between City (including the Diridon Station Area Plan and the Downtown West project) and Authority plans (as established in the Final EIR/EIS for the San José to Merced Project Section the Record of Decision, and related decision documents thereon by the Board of Directors).
- c. The Participants shall continue working together, and with other partner agencies, to develop the DISC plan and to achieve a comprehensive vision of Diridon Station as an intermodal hub, beyond the addition of HSR to existing rail services.
- d. The Participants acknowledge that an integral part of the DISC plan is grade separating Auzerais Avenue and W. Virginia Street. These grade separations are tied to DISC's plans to elevate the rail corridor and platforms at Diridon Station and provide important benefits to the surrounding communities regarding noise, transportation, and safety.
- e. The Participants acknowledge the amendment to the DSAP and the Google DTW entitlement (finalized as of the effective date of this agreement), and hereby commit to working together to align access and circulation plans between DSAP/DTW and station access for HSR and other users.
- f. It is the intention of both Participants to protect and preserve future rail right-of-way.
- g. It is the intention of both Participants to minimize impacts to Fuller Park and work collaboratively to ensure that impacts from the high-speed rail project or DISC are addressed to maintain the park as a valuable community asset.
- h. The Participants shall work together to advance needed interagency agreements and secure funding towards bringing HSR to San José and building out Diridon Station as an integrated hub, provided said interagency agreements and funding are not inconsistent with other agreements or existing law.
- i. The Participants intend to build on the Authority Final EIR/EIS to facilitate the efforts set forth in this Section 5. This will include:
 - a. Working together to develop an updated station access plan that meets the Authority's performance requirements and is consistent with the vision of the approved DTW entitlements and DSAP, identifying the Participants' roles and responsibilities with regard to the station access plan and then working to implement improvements, consistent with individual projects' delivery processes and timelines.
 - b. Developing a list of "Priority Parcels" that are part of the Authority's project footprint in the Final EIR/EIS in the vicinity of Diridon Station and coordinated actions for protection and acquisition of such parcels. Priority Parcels are those at

greatest risk of incompatible development that would result in substantially higher costs and disruption. Coordinated actions will include:

- i. As specified in the DSAP, the City exploring potential rail corridor compatibility strategies that establish criteria and regulations to ensure future development can accommodate planned increases in transit services and infrastructure. This potentially includes policies and procedures for protection of Priority Parcels.
 - ii. The Authority prioritizing acquisition of Priority Parcels once environmental clearance is obtained, and funding is secured.
 - c. Coordination between HSR and DISC teams to identify opportunities to minimize throwaway costs in the implementation of both projects.
6. With respect to the **Monterey Road Corridor**, the Participants acknowledge and agree as follows:
 - a. The Authority’s San José to Merced Draft EIR/EIS identifies potential project impacts and proposed mitigations throughout the San José to Merced project section. The Authority has an obligation, and will continue, to evaluate and study this Draft EIR/EIS until the Final EIR/EIS is published and acted upon by the Board of Directors. As such the analysis and findings in the Draft EIR/EIS, including potential impacts and proposed mitigation, are not final and could change between Draft and Final publication. The Authority’s Board of Directors must thereafter consider and possibly act on the Final EIR/EIS.
 - b. The Draft EIR/EIS identifies potential project impacts to traffic delays and emergency response times and includes proposed mitigation measures that could be applied if warranted and practicable, which are undergoing analysis and revision in preparation for the Final EIR/EIS. The Draft EIR/EIS includes mitigation measure “Safety & Security-Mitigation Measure (SS-MM) #4: Install Emergency Vehicle Response Improvements”, which describes a detailed pre- and post-operational process for evaluating and analyzing potential delays that the project could potentially cause, including the consideration of numerous strategies to address any identified impacts. Where impacts are identified based on monitoring or modeling, the Authority would develop an Emergency Vehicle Priority Treatment Plan in conjunction with local agencies and make a fair-share contribution related to the level of impact to implement phased emergency vehicle priority treatment strategies.
 - c. As described in SS-MM #4, the Authority may also consider making an in-lieu payment to other infrastructure projects, including nearby grade-separation projects, as an alternative strategy for mitigating this impact, provided that mitigation measure SS-MM-4 is carried forward to the Final EIR/EIS, the Record of Decision, and related decision documents thereon by the Board of Directors. If an in-lieu decision is made in the future, it shall be consistent with SS-MM#4 and the in-lieu payment would be the capital contribution that the Authority would have otherwise made to one or more of the

emergency vehicle priority treatment strategies necessary to implement SS-MM#4 in the impacted locations.

- d. While it is subject to revision in the Final EIR/EIS, the Draft EIR/EIS identified potential effects to minority and/or low-income populations along Monterey Road in South San José and considers a number of improvements to offset effects remaining after mitigation on safety and security. If the City moves forward with one or more grade separation project(s) discussed below in Section 6(f), the Authority may consider entering into an agreement with the City to support the grade separation projects as a replacement for other improvements as long as they will provide similar or greater benefit to reducing/offsetting the effects to the minority and/or low-income populations identified in the Final EIR/EIS.
- e. The Authority and City will work together on the design, development and consideration of potential improvements to the Monterey Road Corridor that could be mutually beneficial and will be consistent with the Final EIR/EIS, the Record of Decision, and related decision documents thereon by the Board of Directors.
- f. The City has prioritized separating train traffic from people walking, bicycling, taking transit, and driving along the Monterey Corridor – specifically at Branham Avenue, Chynoweth Avenue, and Skyway Drive. While not part of the Authority’s Preferred Alternative, these grade separations would achieve multiple objectives for both the rail corridor and the surrounding community. The City and the Authority will work collaboratively as follows:
 - i. The City is responsible for leading the initial planning, preliminary design, and public engagement. The Authority and City shall work collaboratively throughout the life of the grade separation project(s) to ensure that it/they adhere to the Authority’s published design and construction standards.
 - ii. The City is primarily responsible for developing a funding plan and securing funds to implement desired grade separation project(s). The Authority will support, but not be responsible for, securing funds, other than any committed to the mitigation measures described in the Final EIR/EIS, the Record of Decision, related decision documents thereon by the Board of Directors or directed by the Board of Directors. The City and Authority will also work with other potential partners (e.g., MTC, VTA, Caltrain, and the Federal and State government) to secure any required funds.
 - iii. Should the City and its partners secure environmental approval and funding for desired grade separation project(s), the Authority will support implementation of the project(s) in conjunction with the improvements needed for HSR in the corridor consistent with the terms herein and any direction by the Board of Directors.
- g. The Participants acknowledge that some of the objectives of this Section 6, and the larger collaborative effort, will require an agreement with Union Pacific Railroad for use of its corridor. In addition, action by either Participants hereunder will require direction and approvals from their respective governing bodies.

7. In addition to what is set forth above, the Participants hereby agree to **Other Areas of Collaboration** as follows:
- a. Implementation of the various plans and concepts identified in this MOU will require substantial investment over a prolonged period. The City and the Authority will work together to pursue both new and existing funding sources to achieve their mutually beneficial objectives.
 - b. The Authority and the City will work together, and with other partner agencies, to advance contingent projects (including a new rail yard for Caltrain and other passenger operators, and electrification of the rail corridor between San José and Gilroy) needed to enable improved passenger rail service throughout the corridor and the vision laid out through the DISC process.
 - c. The Participants will work together, and with other partner agencies, should an update of the Memorandum of Understanding for High-Speed Rail Early Investment Strategy for a Blended System in the San Francisco to San José Segment Known as the Peninsula Corridor of the Statewide High-Speed Rail System (or the 9-party MOU) be required or beneficial.
 - d. The terms of this MOU may have to be reconsidered or revised (in the form of an amendment) if there are changes in the Final EIR/EIS, or direction from the Authority's Board of Directors, that impact the objectives of this MOU.
 - e. The Participants will work together to develop any future agreements or amendments to agreements, including this MOU, if necessary or in furtherance of the objectives of this MOU.
8. 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.
9. The respective contact points for communication and information exchange, as well as any notice required to be submitted under this MOU are:
- City: [name, title, contact information]
- Authority: [name, title, contact information]
10. This MOU is a voluntary initiative and does not create any legally binding rights, limitations, or obligations upon the Participants. Each Participant shall bear its own costs related to this effort unless otherwise agreed in writing.

11. This MOU is not intended to amend or impact in any way other existing written agreements between the Participants or the other entities referenced in this MOU.
12. This MOU is effective from the date of its last signature. This MOU can only be amended by the Participants in writing.
13. Any of the Participants may, at any time, withdraw from this MOU by providing a written notice to the other Participant 90 days in advance.

Date: _____

CITY OF SAN JOSÉ

BY: _____

Date: _____

CALIFORNIA HIGH-SPEED RAIL
AUTHORITY

BY: _____