

SACRAMENTO VALLEY STATION MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into as of _____, 2006, by and among the **CITY OF SACRAMENTO**, a municipal corporation ("City"), the **COUNTY OF SACRAMENTO** ("County") and **SACRAMENTO REGIONAL TRANSIT DISTRICT**, a public corporation ("RT").

RECITALS

- A. The Sacramento Valley Station ("SVS"), located at the Historic Southern Pacific Depot, is currently operating as a regional transportation center serving Amtrak, Capitol Corridor Intercity Rail Service, RT and other local transit services, and providing park and ride facilities.
- B. A comprehensive intermodal transportation facility brings many benefits to the region beyond improved transit service, including enhanced mobility, connectivity, economic development, quality of life, place-making, and others.
- C. To this end, the parties envision that the SVS should be developed in the future to become an intermodal transportation center offering high service levels, upgraded facilities and a broad range of modes of transportation, including light rail transit, regional rail, high-speed rail, intercity bus, regional public transit, shuttles, bicycling and other services, while preserving the region's rich rail heritage.
- D. The concept of such an expanded SVS, previously known as the Sacramento Intermodal Transportation Facility ("SITF"), has been designated by Sacramento Area Council of Governments ("SACOG") as the region's top priority transportation project.
- E. It is recognized that the City, County, and RT would be the major stakeholders in the region for the SVS and that these parties wish to cooperate, coordinate, and act as partners to make the SVS a reality. Additionally, as a regional facility, input and support for the SVS would be sought from other jurisdictions in the region.
- F. Because it is anticipated that the development of the SVS will occur over a period of years and require considerable public resources, the long-term and unified commitment to the project by the stakeholders is crucial.
- G. To demonstrate a commitment to the SVS the parties desire to enter into this Memorandum of Understanding.

THE PARTIES AGREE AS FOLLOWS:

- 1. The SVS shall be an intermodal transportation center that functions as a service hub, connection terminal, multiuse destination, civic, and historic landmark and regional gateway.
- 2. The City, County, and RT shall cooperate and coordinate to the fullest extent possible on joint and individual actions to implement the project,

including seeking funding and promoting it with regional, state, and federal agencies, private parties, and communities.

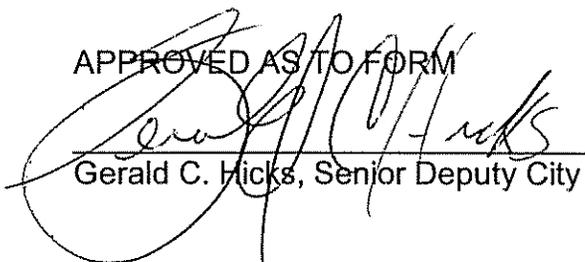
3. As major stakeholders, the City, County, and RT shall explore options for future formal arrangements, including but not limited to a joint powers authority, to define appropriate roles and responsibilities with respect to the ownership, construction, operation, maintenance and management of the SVS.
4. Such arrangements, if entered into by the parties, may provide for an investigation of a broad range of implementation and funding strategies for the facility, including non-traditional alignment of funding sources, seeking new revenue sources such as redevelopment tax increment funding, public-private partnerships, phasing, and other alternatives.
5. The City, County, and RT shall use their individual powers jointly or singly for the benefit of the SVS, including powers in redevelopment, bond financing, eminent domain and others, and shall lend their status as potential recipients for specialized program funding for the project.
6. The City shall take the lead in discussions with the developer/property owner of the Union Pacific Railyards in furtherance of the project and will fulfil its obligation to secure the site of a relocated RT light rail station as provided under Section 4 of the Agreement for Construction and Relocation of Amtrak/Folsom Line Station.
7. The conceptual design for the facility approved by the City of Sacramento City Council on November 4, 2004 shall be a leading alternative for further detailed study that would involve the major stakeholders.
8. The parties shall share information related to the SVS provided to each party singly and shall meet regularly on the project.
9. The parties hereto execute this Memorandum of Understanding effective as of the date of adoption by their respective governing body.

CITY OF SACRAMENTO

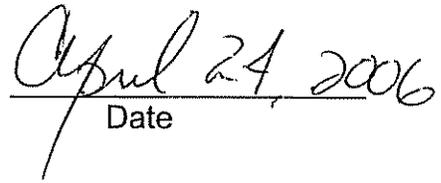
Heather Fargo, Mayor

Date

APPROVED AS TO FORM



Gerald C. Hicks, Senior Deputy City Attorney



Date

COUNTY OF SACRAMENTO

Roberta MacGlashan, Chair,
Board of Supervisors

Date

SACRAMENTO REGIONAL TRANSIT DISTRICT

ROGER DICKINSON, Chair

Date

BEVERLY A. SCOTT, General Manager/CEO

Date