

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CAPITOL CORRIDOR JOINT POWERS AUTHORITY AND THE CITY OF  
ROSEVILLE**

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Roseville, a municipal corporation (“City”) and the Capitol Corridor Joint Powers Authority, a partnership among the six local transit agencies (Placer County Transportation Planning Agency, Sacramento Regional Transit District, San Francisco Bay Area Rapid Transit District, Santa Clara Valley Transportation Authority, Solano Transportation Authority, and Yolo County Transportation District) in the eight-county service area (Placer, Sacramento, Yolo, Solano, Contra Costa, San Francisco, Alameda, and Santa Clara Counties) which jointly exercise power in the administration and management of the Capitol Corridor (“CCJPA”). The City and CCJPA may each be referred to herein as a “Party” or collectively as the “Parties”.

**RECITALS**

WHEREAS, the CCJPA contracts and provides funds for the operation and capital improvements of the Capitol Corridor intercity passenger trains;

WHEREAS, Capitol Corridor passenger train service includes stops within the City of Roseville, at the Roseville Station, and relies on land-side infrastructure within the City of Roseville, including the station building, parking, and the surrounding road infrastructure;

WHEREAS, the CCJPA has proposed to improve existing rail service by increasing the frequency of service from the current one round trip to up to nine additional round trips, or ten total round trips, between the Cities of Sacramento and Roseville and implementing track improvements to support this increased service, called the Sacramento to Roseville Third Track Project (“Third Track”);

WHEREAS, the CCJPA has certified and adopted a Final Environmental Impact Report (FEIR) identifying that the service increases will require additional land-side infrastructure within the City of Roseville, and adopted Mitigation Measure TRA-3

prohibiting said service expansion until sufficient all-day and multi-day parking supply (within a 5-minute walk) and vehicle circulation is available;

WHEREAS, Mitigation Measure TRA-3 states that a sufficiency of parking and access shall be determined based on a project-level parking and circulation study approved by CCJPA and the City, and funded by CCJPA;

WHEREAS, CCJPA anticipates phasing in added service frequency and will work with the City to ensure a sufficiency of parking and access commensurate with the ridership gain associated with each successive phase of frequency increase;

WHEREAS, the City recognizes the economic and social benefits of increased intercity rail services to the City and its residents, and is committed to constructing the land-side facilities identified by the study when funding is available;

WHEREAS, the Parties recognize the need for a collaborative effort to secure the funding necessary for construction of land-side facilities, and that the City will act as Lead Agency for construction of the land-side facilities;

WHEREAS, the City and the CCJPA desire to enter into this MOU, which outlines the collaborative process used to identify, fund, and construct the land-side facilities;

NOW, THEREFORE, it is mutually understood and agreed to by the Parties as follows:

## **SECTION ONE: RESPONSIBILITIES**

1. The CCJPA will fund and the City will undertake and manage a parking and circulation study (“Study”) to determine the number of parking spaces which will be required within the City of Roseville to support each phase of service expansion, and to identify any related access improvements which will be needed. This study shall take into account any parking losses being incurred as a result of the project.
2. The CCJPA will provide the City with detailed construction plans for all track and related improvements within the City of Roseville for review prior to any construction commitments. Also prior to construction commitments, the CCJPA and

the City will coordinate on outreach efforts to business and property owners affected by prospective construction.

3. The Study will be reviewed by both Parties, and requires approval by both Parties.
4. Proposed improvements identified in the Study shall be compatible with the goals and land uses within the City's Downtown Specific Plan.
5. The City will undertake the cost-scoping of improvements identified in the Study, and commits to construction of the improvements identified in the Study when funding and resources are available.
6. The Parties will collaborate on and pursue federal/state/regional/local funds for the construction of the improvements identified in the Study, to match any authorized or allocated funds to the Third Track.
7. The Parties will notify each other in a timely manner in the event that funding, construction timelines, or operational expansions become constrained or changed.
8. A subsequent project-level MOU (or other agreement(s)) may be developed to specify the details of identified and approved projects that implement the goals of this MOU.

## **SECTION TWO: EFFECTIVE DATE AND AMENDMENT**

This MOU shall become effective upon the date last signed below. This MOU may be amended or modified upon the mutual consent of City and CCJPA as approved by the City Council and CCJPA Board following noticed public hearings.

## **SECTION THREE: TERMINATION**

This MOU may be terminated by either City or CCJPA after having conducted a public hearing upon sixty (60) days prior published notice, and after giving the other party specific notice of termination by certified mail, return receipt requested. Said published notice shall be published in a form and method consistent with the Ralph M. Brown Act.

IN WITNESS WHEREOF, the City of Roseville has authorized the execution of this Memorandum of Understanding between the Capitol Corridor Joint Powers Authority and the City of Roseville by its City Manager and the Capitol Corridor Joint Powers Authority has authorized its execution by the Chairman of the CCJPA Board evidenced by their signatures by their representatives on the dates set forth below.

CITY OF ROSEVILLE

CAPITOL CORRIDOR JOINT  
POWERS AUTHORITY

By: ROB JENSEN,  
City Manager  
City of Roseville

By: DAVID B. KUTROSKY,  
Managing Director  
Capitol Corridor Joint Powers Authority

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

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

ATTEST:

BY: SONIA OROZCO  
City Clerk

BY: KENNETH DURON  
CCJPA Secretary

APPROVED AS TO FORM

BY: ROBERT R. SCHMITT  
City Attorney

BY: BYRON TOMA  
CCJPA Attorney