



**HIGH DESERT CORRIDOR  
JOINT POWERS AGENCY  
BOARD OF DIRECTORS**

**MEETING AGENDA**

**Thursday, January 11, 2024 – 2:00 p.m.**

Members of the public are welcome to participate via computer or by phone.  
Please mute phones/computer audio, until you are called to speak.

HDC JPA Board Meeting Virtual Info:

Please Join from a PC, Mac, iPad, iPhone or Android device. Please click URL to join:

Join Zoom Meeting

<https://us02web.zoom.us/j/81637352140?pwd=Smd6M3k5Z2FiaGpKUTNOZU1iVTBiQT09>

Meeting ID: 816 3735 2140 Passcode: 296017

Please Join from Phone by Dialing +1 669 900 9128 (San Jose)

**TELECONFERENCE AVAILABLE AT THESE ADDITIONAL LOCATIONS**

<b>Kathryn Barger</b> County of Los Angeles Hall of Administration 500 W. Temple Street Conference Room 864 Los Angeles, CA 90012	<b>Elizabeth Becerra &amp; Bob Harriman</b> Victorville - City Hall 14343 Civic Drive Conference Room A Victorville, CA 92392	<b>Gabriel Reyes &amp; Daniel Ramos</b> Adelanto – City Hall 11600 Air Express Way Adelanto, CA 92301
<b>Lauren Hughes-Leslie</b> Lancaster - City Hall 44933 Fern Avenue Conference Room A Lancaster, CA 93534	<b>Eric Ohlsen &amp; Richard Loa</b> Palmdale - City Hall 38300 Sierra Highway Suite A/B Palmdale, CA 93550	<b>Ara Najarian</b> 500 N. Brand Blvd Suite 830 Glendale, CA 91203

**HDC JPA BOARD OF DIRECTORS MEMBERS**

Chair Kathryn Barger, Supervisor, 5<sup>th</sup> Supervisorial District, Los Angeles County  
Vice Chair Elizabeth Becerra, Mayor Pro Tem, City of Victorville  
Gabriel Reyes, Mayor, City of Adelanto  
Lauren Hughes-Leslie, City of Lancaster  
Eric Ohlsen, City of Palmdale  
Ara Najarian, Member, Los Angeles County Metropolitan Transportation Authority

**HDC JPA BOARD MEMBER ALTERNATES**

Richard Loa, Council Member, City of Palmdale  
Bob Harriman, Council Member, City of Victorville  
Daniel Ramos, Council Member, City of Adelanto

**HDC JPA STAFF**

Executive Director: Arthur V. Sohikian  
Legal Counsel: Laura Jacobson, Deputy County Counsel, Los Angeles County

**OPEN SESSION**

- 1. CALL TO ORDER** – Kathryn Barger, Chair
- 2. ROLL CALL** – Arthur Sohikian, Secretary
- 3. PLEDGE OF ALLEGIANCE**
- 4. PUBLIC COMMENTS**

HDC JPA is conducting business remotely. HDC JPA is committed to ensuring that our public meetings are accessible to the public and that the public can observe and address the meeting and to participate by providing written and oral comment on HDC matters. Please do not hesitate to reach out to Executive Director Arthur Sohikian at [sohikian@highdesertcorrdior.org](mailto:sohikian@highdesertcorrdior.org). At this time members of the public can address the HDC JPA Board of Directors regarding any items within the subject matter jurisdiction of the agency that are not separately listed on this agenda. When possible, lengthy testimony should be presented to the Board in writing and only pertinent points presented orally.

**HDC JPA BOARD CONSENT CALENDAR**

*All items listed under the Consent Calendar are routine and may be enacted by one motion. Prior to the motion to consider any action by the Board, any public comments on any of the Consent Calendar items will be heard. There will be no separate action unless Board Members request items be removed from the Consent Calendar.*

**5. HDC JPA BOARD MEETING MINUTES/RECAP OF PROCEEDINGS**

**Recommended Action:** Approve October 19, 2023, HDC JPA Board Meeting Minutes/Recap of Proceedings held via virtual zoom webinar format.

**HDC JPA BOARD REGULAR CALENDAR**

**6. CALIFORNIA STATE TRANSPORTATION AGENCY TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM MASTER AGREEMENT WITH HIGH DESERT CORRIDOR AGENCY**

**Recommended Action:**

- A. Approve California State Transportation Agency Transit and Intercity Rail Capital Program Master Agreement (No. 64HDCJPAMA) with High Desert Corridor Agency.
- B. Authorize the Chair and Los Angeles County Counsel to execute all necessary grant funding agreements with the State of California.

**7. US DEPARTMENT OF TRANSPORTATION, FEDERAL RAILROAD ADMINISTRATION CORRIDOR IDENTIFICATION AND DEVELOPMENT PROGRAM GRANT AGREEMENT WITH HIGH DESERT CORRIDOR AGENCY**

**Recommended Action:**

- A. Approve US Department of Transportation, Federal Railroad Administration Corridor Identification and Development Program Grant Agreement with High Desert Corridor Agency.
- B. Authorize the Executive Director and Los Angeles County Counsel to execute all necessary grant funding agreements with the Federal Railroad Administration.

**8. HDC JPA EXECUTIVE DIRECTOR REPORT – *HDC JPA Executive Director***

**Recommended Action:** *Receive and file report.*

**9. HDC JPA BOARD MEMBER COMMENTS AND FUTURE AGENDA ITEMS**

**10. ADJOURNMENT. Next HDC JPA Board Meeting virtually is April 11, 2024, 2pm.**



**AGENDA REPORT – BOARD ITEM 5**

**High Desert Corridor Joint Powers Agency**

Date: January 11, 2024

To: Board of Director Members of the High Desert Corridor Joint Powers Agency (HDC)

From: Arthur V. Sohikian, Executive Director

Subject: **HDC JPA Board Meeting Minutes/Recap of Proceedings**

**Recommendation Action:**

Approve October 19, 2023, HDC JPA Board Minutes/Recap of Proceedings held via virtual zoom webinar format.

- 1. October 19, 2023 HDC JPA CALL TO ORDER – Chair Barger calls virtual Board meeting to order at 2:00pm**
- 2. ROLL CALL – Quorum Present, 6 voting members as follows:**

**HDC JPA BOARD OF DIRECTORS MEMBERS – present/voting members**

Kathryn Barger, Supervisor, 5<sup>th</sup> Supervisorial District, Los Angeles County  
Elizabeth Becerra, Mayor Pro Tem, City of Victorville  
Gabriel Reyes, Mayor, City of Adelanto  
Lauren Hughes-Leslie, City of Lancaster  
Eric Ohlsen, Council Member, City of Palmdale  
Ara Najarian, Los Angeles County Metropolitan Transportation Authority

**HDC JPA STAFF**

Executive Director: Arthur V. Sohikian  
Legal Counsel: Laura Jacobson, Deputy County Counsel, Los Angeles County

- 3. PLEDGE OF ALLEGIANCE by Director Barger**
- 4. PUBLIC COMMENTS – No Public Comment**
- 5. HDC JPA BOARD MEETING MINUTES/RECAP OF PROCEEDINGS**

**Recommended Action:** *Approve July 13, 2023, HDC JPA Board Meeting Minutes/Recap of Proceedings held via virtual zoom webinar format.*

**Approved Consent Calendar Item 5 by Motion by Vice Chair Becerra, second by Director Ohlsen**

KB	EB	GR	LHL	EO	AN
Y	Y	Y	Y	Y	Y

**HDC JPA BOARD REGULAR CALENDAR**

**6. Proposed 2024 HDC JPA Board of Directors Meeting Calendar**

**Recommendation Action:** Approve Proposed HDC JPA 2024 Board of Directors Meeting Calendar

- A.** January 11, 2024, 2pm/virtual
- B.** April 11, 2024, 2pm/virtual
- C.** July 11, 2024, 2pm/virtual
- D.** October 10, 2024, 2pm/virtual

**Approved Item 6 by Motion by Chair Barger, second by Director Najarian**

<b>KB</b>	<b>EB</b>	<b>GR</b>	<b>LHL</b>	<b>EO</b>	<b>AN</b>
<b>Y</b>	<b>Y</b>	<b>Y</b>	<b>Y</b>	<b>Y</b>	<b>Y</b>

**7. HDC JPA EXECUTIVE DIRECTOR REPORT – *HDC JPA Executive Director***

**Recommended Action:** *Receive and file report.*

**8. HDC JPA BOARD MEMBER COMMENTS AND FUTURE AGENDA ITEMS**

**9. ADJOURNMENT. Next HDC JPA Board Meeting virtually is January 11, 2024, 2pm.**

**Board Meeting was adjourned a 2:20pm.**



## **AGENDA REPORT – BOARD ITEM 6**

### **High Desert Corridor Joint Powers Agency**

Date: January 11, 2024

To: Board of Director Members of the High Desert Corridor Joint Powers Agency (HDC)

From: Arthur V. Sohikian, Executive Director

**Subject: CALIFORNIA STATE TRANSPORTATION AGENCY TRANSIT AND INTERCITY RAIL CAPITAL PROGRAM MASTER AGREEMENT WITH HIGH DESERT CORRIDOR AGENCY**

#### **Recommended Action:**

- A.** Approve California State Transportation Agency Transit and Intercity Rail Capital Program Master Agreement (No. 64HDCJPAMA) with High Desert Corridor Agency.
  
- B.** Authorize the Chair and Los Angeles County Counsel to execute all necessary grant funding agreements with the State of California.

#### **Background**

On January 26, 2023, the Metro Board of Directors approved \$8.5 million in Measure M HDC funds to use as a local match for state and federal grant submittals.

On April 24, 2023, CalSTA announced the award of \$8 million in Cycle 6 SB1 2022 Transit and Intercity Rail Capital Program (TIRCP) grant funds to the HDC JPA High Speed Rail Project. TIRCP Info can be found at <https://calsta.ca.gov/subject-areas/transit-intercity-rail-capital-prog>.

On December 7, 2023, the California Transportation Commission allocated the HDC JPA \$8 million grant to the HDC JPA.

The CalSTA requires a Master Agreement be entered into with the HDC JPA as the grantee. The Master Agreement Resolution (No. 64HDCJPAMA) is included as Attachment A.

California State Transportation Agency  
Transit and Intercity Rail Capital Program

Grant Recipient:

High Desert Corridor Joint Powers Agency (HDC JPA)

CalSTA Transit and Intercity Rail Capital Program Administered by:

California Department of Transportation  
Division of Rail and Mass Transportation  
1120 N Street, Room 3300  
P.O. Box 942874, MS-39  
Sacramento, California 94274-0001

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**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

Effective Date of this Agreement: Month Date, Year or upon final signature,  
whichever is later

Termination Date of this Agreement: Month Date, Year

Recipient: High Desert Corridor Joint Powers Agency  
(HDC JPA)

Application Funding: The Greenhouse Gas Reduction Fund and Senate Bill 1 Fund are the applicable funding source covered by this Agreement and will identified in each specific Program Supplement, adopting the terms of this Agreement.

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**RECITALS**

1. WHEREAS, The Global Warming Solutions Act of 2006 (the "ACT") (Assembly Bill [AB] 32, Nunez, Chapter 488) created a comprehensive program to reduce greenhouse gas emissions in California. AB 32 requires California to reduce greenhouse gases to 1990 levels by 2020, and to maintain and continue reductions beyond 2020. In March 2012, Governor Brown signed Executive Order B-16-2012 affirming a long-range climate goal for California to reduce greenhouse gases from the transportation sector to 80 percent below 1990 levels by 2050.

2. WHEREAS, the Cap-and-Trade Program is a key element in California's climate plan. It creates a limit on the emissions from sources responsible for 85 percent of California's greenhouse gas emissions, establishes the price signal needed to drive long-term investment in cleaner fuels and more efficient use of energy, and gives covered entities flexibility to implement the lowest-cost options to reduce greenhouse gas emissions.

3. WHEREAS, in 2012, the Legislature passed and Governor Brown signed into law three bills, AB 1532 (Pérez, Chapter 807, Statutes of 2012), Senate Bill (SB) 535 (De León, Chapter 830, Statutes of 2012), and SB 1018 (Budget and Fiscal Review Committee, Chapter 39, Statutes of 2012), that established the Greenhouse Gas Reduction Fund (GGRF) to receive proceeds from the distribution of allowances via auction and provided the framework for how those auction proceeds will be appropriated and expended. These statutes require that expenditures from the

GGRF be used to facilitate the achievement of greenhouse gas emission reductions and further the purposes of AB 32.

4. WHEREAS, in 2017, the Legislature passed and Governor Brown signed into law the Road Repair and Accountability Act of 2017 SB 1, which directed additional funding to the Transit and Intercity Rail Capital Program (TIRCP).

5. WHEREAS, TIRCP is one of several programs funded as part of the 2014-2015 State of California Budget (Senate Bill 852 and Senate Bill 862), and implemented pursuant to Public Resources Code section 75220 et seq and Health and Safety Code section 39719 et seq.

6. WHEREAS, as directed by the ACT, CalSTA established TIRCP Program Guidelines that describe the policy, standards, criteria, and procedures for the development, adoption and management of the TIRCP Program.

7. WHEREAS, Recipient has submitted an application, been evaluated and selected by CalSTA in accordance with the TIRCP Program Guidelines.

8. WHEREAS, on August 17, 2015, CalSTA delegated the administration of the TIRCP Program to the Department pursuant to the TIRCP Program Guidelines and the Department's policies and procedures for the administration of similar grant programs.

9. NOW THEREFORE, in consideration of the recitals and the rights, duties and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

10. This Agreement, entered into effective as of the date set forth above, is between the signatory public entity identified hereinabove, (hereinafter referred to as Recipient), and the STATE OF CALIFORNIA, acting by and through the California Department of Transportation (hereinafter referred to as DEPARTMENT), and subject to the approval of the California State Transportation Agency (CalSTA).

## **ARTICLE I - DEFINITIONS**

The terms defined in this Article I shall for all purposes of this Agreement have the meanings specified herein.

1.1 "Act" refers to the Global Warming Solutions Act of 2006 (the "ACT") (Assembly Bill [AB] 32, Nunez, Chapter 488) created a comprehensive program to reduce greenhouse gas emissions in California.

1.2 “Agreement” shall mean this Agreement, inclusive of all appendices and Program Supplements, whereby the Department, on behalf of CalSTA, and pursuant to the Act and as set forth herein, administers the TIRCP Program.

1.3 “Award Agreement” shall mean a project-specific subcontract to this agreement executed following Project award and may include Project specific information, expected outcomes, and deliverables.

1.4 “California Department of Transportation” or “Caltrans” or “Department” means the State of California, acting by and through its Department of Transportation of the State of the State of California, and any entity succeeding to the powers, authorities and responsibilities of the Department invoked by or under this Agreement or the Program Supplements.

1.5 “California Transportation Commission” or “CTC” shall refer to the commission established in 1978 by Assembly Bill 402 (Chapter 1106, Statutes of 1977).

1.6 “Effective Date” means the date set forth on page 4 of this Agreement.

1.7 “Greenhouse Gas Reduction Funds” or “GGRF” shall mean the funds subject to Chapter 26, Statutes of 2014, authorizing the State to fund capital improvements and operational investments for California’s transit systems and intercity, commuter, and urban rail systems.

1.8 “Senate Bill 1” or “SB 1” shall mean the funds subject to Chapter 5, Statutes of 2017, authorizing the State to fund capital improvements and investments for California’s transit systems and intercity, commuter, and urban rail systems.

1.9 “Overall Funding Plan” has the meaning set forth in Article II, Section 2(A)(5)(c).

1.10 “Program Guidelines” shall mean the policy, standards, criteria, and procedures for the development, adoption and management of the TIRCP Projects established by CalSTA and provided in Appendix A.

1.11 “Program Supplement” shall mean a project-specific subcontract to this Agreement that is executed following a CTC approved action and includes all Project specific information needed to encumber funding and shall include expected outcomes and deliverables. Also referred to as Project Supplement Agreement.

1.12 “Program Supplement Last Expenditure Date” and refers to the last date for Recipient to incur valid Project costs or credits.

1.13 “Program Supplement Termination” shall occur when the Recipient’s obligations have been fully performed as set forth in Article II, Section 2D and Article III, Section 3(C)(2) or when terminated by convenience as set forth in Article III, Section 3(C)(1).

1.14 “Project” shall mean the project identified in Recipient’s application.

1.15 “Project Closeout Report” shall have the meaning set forth in Article II, Section 3(B).

1.16 “Project Financial Plan” shall have the meaning set forth in Article II, Section 2(A)(5)(d).

1.17 “Progress Payment Invoice” shall have the meaning set forth in Article II, Section 3A.

1.18 “Project Schedule” has the meaning set forth in Article II, Section 2(A)(5)(b).

1.19 “Scope of Work” has the meaning set forth in Article II, Section 2(A)(5)(a).

1.20 “Secretary” shall mean the Secretary of the California State Transportation Agency (CalSTA). Unless the context otherwise requires, any reference to the Secretary includes CalSTA and its officers and employees.

1.21 “State” shall mean the State of California.

1.22 “TIRCP Projects” shall mean projects that are selected and funded pursuant to the Transit and Intercity Rail Capital Program.

## **ARTICLE II – TIRCP PROJECTS AND ADMINISTRATION**

### **Section 1. TIRCP Projects and Project Management**

1. TIRCP Projects, pursuant to the Act, are established by CalSTA in accordance with the TIRCP Program Guidelines. Under delegation from CalSTA, the Department will administer the TIRCP Program in accordance with the TIRCP Program Guidelines and best management practices identified in the administration of similar Department grant programs.

2. By this reference, TIRCP Program Guidelines are made an express part of this Agreement and shall apply to each TIRCP Program funded Project as may be amended or updated. Recipient will cause its specific TIRCP mandated Resolution to be attached as part of any TIRCP funded Program Supplement as a condition precedent to the acceptance of GGRF or SB 1 Funds (upon availability and allocation), for such project.

3. All inquiries during the term of this Agreement and any applicable Program Supplement will be directed to the project representatives identified below:

State's Project Administrator:

Department of Transportation

Sameh A. Hegazi

Senior Transportation Engineer,

Office of Project Development,  
Management and Delivery, Division of  
Local Assistance

Phone: 916-496-6504

Email: sameh.hegazi@dot.ca.gov

Recipient's Project Administrator:

High Desert Corridor Joint Powers Agency  
(HDC JPA)

Arthur V Sohikian

Executive Director

(213) 379-1551

[sohikian@highdesertcorridor.org](mailto:sohikian@highdesertcorridor.org)

## Section 2. Program Supplement

### A. General

1. This Agreement shall have no force and effect with respect to the Project unless and until a separate Project specific program supplement hereinafter referred to as "Program Supplement," adopting all of the terms and conditions of this Agreement has been fully executed by both State and Recipient.

2. Recipient agrees to complete the defined scope of work for the Project, described in the Program Supplement adopting all of the terms and conditions of this Agreement.

3. A financial commitment of actual funds will only occur in each detailed and separate Program Supplement. No funds are obligated by the prior execution of this Agreement alone.

4. Recipient further agrees, as a condition to the release and payment of the funds encumbered for the scope of work described in each Program Supplement, to comply with the terms and conditions of this Agreement and all the agreed-upon special covenants and conditions attached to or made a part of the Program Supplement identifying and defining the nature of that specific scope of work.

5. The Program Supplement shall include a detailed scope of work, which shall include but not be limited to, a Project Description, a Project Schedule, an Overall Funding Plan, and a Project Financial Plan as required in the TIRCP Program Guidelines.

a. The Scope of Work shall include a detailed description of the Project and will itemize the major tasks and their estimated costs.

b. The Project Schedule shall include major tasks and/or milestones and their associated beginning and ending dates and duration.

c. The Overall Funding Plan shall itemize the various Project Components, the committed funding program(s) or source(s), and the matching funds to be provided by Recipient and/or other funding sources, if any [these Components include Environmental and Permits; Plans, Specifications and Estimates (PS&E); Right-of-Way (ROW); and Construction (including transit vehicle acquisition)].

d. The Project Financial Plan shall identify estimated expenditures for the Project Component by funding source, provided that for the purposes of this Agreement the State is only monitoring compliance for expenditures for the TIRCP, including but not limited to GGRF and SB 1 Funds allocated for the Project Component.

6. Adoption and execution of the Program Supplement by Recipient and State, incorporating the terms and conditions of this Agreement into the Program Supplement as though fully set forth therein, shall be sufficient to bind Recipient to these terms and conditions when performing the Project. Unless otherwise expressly delegated to a third-party in a resolution by Recipient's governing body, which delegation must be expressly assented to and concurred in by State, the Program Supplement shall be managed by Recipient.

7. The estimated cost and scope of the Project will be as described in the applicable Program Supplement. The State shall not participate in any funding for the Project beyond those amounts actually encumbered by the STATE as evidenced in the applicable Program Supplement unless the appropriate steps are followed and approval is granted by the CTC as described below.

8. Upon the stated expiration date of this Agreement, any Program Supplement executed under this Agreement for the Project with obligations yet to be completed pursuant to the approved Project Schedule, deliverables, and reporting requirements shall be deemed to extend the term of this Agreement only to conform to the specific Project termination or completion date, including completion of deliverables and reporting requirements, contemplated by the applicable Program Supplement to allow that uncompleted Project to be administered under the extended terms and conditions of this Agreement.

9. Total project cost includes the cost of a project for all phases (Plans, Specifications, and Estimates (PS&E), Project Approval and Environmental



Document (PA&ED) Right-of-Way (ROW), and Construction (CON) including rolling stock) of a Project from start to finish.

B. *Project Overrun*

1. If Recipient or the State determine, at any time during the performance of the Project, that the Project budget may be exceeded, Recipient shall take the following steps:

a. Notify the designated State representative of the nature and projected extent of the overrun and, within a reasonable period thereafter, identify and quantify potential cost savings or other measures which Recipient will institute to bring the Project Budget into balance; and

b. Identify the source of additional Recipient or other third-party funds that can be made available to complete Project. Recipient agrees that the allocation of the GGRF and SB 1 funds is subject to the allocation proposed by the CalSTA, submitted by the State, and approved by the CTC.

C. *Cost Savings and Project Completion*

1. Recipient is encouraged to evaluate design and construction alternatives that would mitigate the costs of delivering the commitments for the Project. Recipient shall take all steps necessary on a commercially reasonable basis that would generally be taken in accordance with best management practices. In determining cost savings, the Parties shall take into account all avoided costs, including avoided design, material, equipment, labor, construction, testing, acceptance and overhead costs and avoided costs due to time savings, and all the savings in financing costs associated with such avoided costs.

2. If there is an identification and implementation of any CalSTA approved alternative resulting in reduction of the Project costs, the parties agree that the recipient shall provide a prorated share of Project or TIRCP funded Project component cost savings based on the overall project match to the Department no later than 30 days after the submission of the final invoice. Subject to CalSTA's approval, savings may be used towards another project component or towards increasing project benefits that are consistent with the original project award while maintaining the overall project match referenced in the project award and program supplements.

3. Program supplements will indicate the Project or Component proration of funding match.

4. The Recipient agrees to complete the Project and accepts sole responsibility for the payment of any cost increases. If either the Project or the



funded components are not completed, the Recipient shall bear the burden of full TIRCP funds reimbursement to the Department.

*D. Scope of Work*

1. Recipient shall be responsible for complete performance of the work described in the approved Program Supplement for the Project related to the commitment of encumbered funds. All work shall be accomplished in accordance with the applicable provisions of the Act, Public Utilities Code, the Streets and Highways Code, the Government Code, and other applicable statutes and regulations.

2. Recipient acknowledges and agrees that Recipient is the sole control and manager of the Project and its subsequent employment, operation, repair and maintenance for the benefit of the public. Recipient shall be solely responsible for complying with the funding and use restrictions established by (a) the statutes from which the GGRF and SB1 Funds are derived, (b) the CTC, (c) the State Treasurer, (d) the Internal Revenue Service, (e) the applicable Program Supplement, and (f) this Agreement.

3. Recipient acknowledges and agrees that the Recipient is responsible for complying with all reporting requirements established by the TIRCP Guidelines and California Air Resource Board (CARB) Funding Guidelines.

*E. Program Supplement Amendments*

Program Supplement amendments will be required whenever there are CalSTA or CTC approved actions, including but not limited to, Financial Allocations, Financial Allocation Amendments, Time Extensions and Technical Corrections. These changes shall be mutually binding upon the Parties only following the execution of a Program Supplement amendment.

**Section 3. Allowable Costs and Payments**

*A. Allowable Costs and Progress Payment Invoice*

1. Not more frequently than once a month, Recipient will prepare and submit to State signed Progress Payment Invoice for actual Project costs incurred and paid for by Recipient consistent with the allocation and Scope of Work document in the Program Supplement and State shall pay those uncontested allowable costs once the invoice is reviewed and approved by the Department, subject to CalSTA's approval. If no costs were incurred during any given quarter, Recipient is exempt from submitting a signed Progress Payment Invoice.

2. State shall not be required to reimburse more funds, cumulatively, per quarter of any fiscal year greater than the sums identified and included in the Project Financial Plan. The State shall hold the right to determine reimbursement availability based on an approved expenditure plan and TIRCP anticipated or actual funding capacity. Each such invoice will report the total of Project expenditures from GGRF and SB 1 Funds (including those of Recipient and third parties) and will specify the percent of State reimbursement requested and the GGRF and SB 1 Funds source.

**B. *Final Invoice***

The Program Supplement Last Expenditure Date(s) refer to the last date for Recipient to incur valid Project costs or credits. Recipient has one hundred and eighty (180) days after that Last Expenditure Date to make already incurred final allowable payments to Project contractors or vendors, prepare the Project Closeout Report, and submit the final invoice to State for reimbursement of allowable Project costs before those remaining State funds are unencumbered and those funds are reverted as no longer available to pay any Project costs. Recipient expressly waives any right to allowable reimbursements from State pursuant to this Agreement for costs incurred after that termination date and for costs invoiced to Recipient for payment after that one hundred and eightieth (180<sup>th</sup>) day following the Project Last Expenditure Date.

## **ARTICLE III – GENERAL PROVISIONS**

### **Section 1. Funding**

1. Recipient agrees to contribute at least the statutorily or other required local contribution of matching funds (other than State or federal funds), if any is specified within the Program Supplement or any appendices thereto, toward the actual cost of the Project or the amount, if any, specified in any executed SB 2800 (Streets and Highways Code Section 164.53) Agreement for local match fund credit, whichever is greater. Recipient shall contribute not less than its required match amount toward the Project cost in accordance with a schedule of payments as shown in the Project Financial Plan prepared by Recipient and approved by State as part of a Program Supplement.

### **Section 2. Audits and Reports**

**A. *Cost Principles***

1. Recipient agrees to comply with Title 2 Code of Federal Regulations 200 (2 CFR 200) Uniform Administrative Requirements, Cost Principles for State and Local Government, and Audit Requirements for Federal Awards.

2. Recipient agrees, and will assure that its contractors and subcontractors will be obligated to follow 2 CFR 200 and which shall be used to determine the allowability of individual Project cost items. Every sub-recipient receiving Project funds as a contractor or sub-contractor under this Agreement shall comply with 2 CFR 200.

3. Any Project costs for which Recipient has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR 200, are subject to repayment by Recipient to State. Should Recipient fail to reimburse moneys due State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, State is authorized to intercept and withhold future payments due to Recipient from State or any third-party source whose funding passes through the State, including but not limited to, the State Treasurer, the State Controller and the CTC.

4. The State may terminate the grant for any reason at any time if it is determined by the State, based on an audit under this section, that there has been a violation of any State or federal law or policy by the Recipient during performance under this or any other grant agreement or contract entered into with the State. If the grant is terminated under this section, the Recipient may be required to fully or partially repay funds.

#### B. *Record Retention*

1. Recipient agrees, and will assure that its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line item for the Project. The accounting system of Recipient, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of Recipient, its contractors and subcontractors connected with Project performance under this Agreement and each Program Supplement shall be maintained for a minimum of three (3) years from the date of final payment to Recipient under a Program Supplement and shall be held open to inspection, copying, and audit by representatives of State, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by Recipient, its contractors, and subcontractors upon receipt of any request made by State or its agents. In conducting an audit of the costs and match credits claimed under this Agreement, State will rely to the maximum extent possible on any prior audit of Recipient pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by Recipient's external and

internal auditors may be relied upon and used by State when planning and conducting additional audits.

2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of Recipient's contracts with third parties pursuant to Government Code section 8546.7, Recipient, Recipient's contractors and subcontractors, and State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such Agreement and Program Supplement materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to Recipient under any Program Supplement. State, the California State Auditor, or any duly authorized representative of State or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to the Project for audits, examinations, excerpts, and transactions, and Recipient shall furnish copies thereof if requested.

3. Recipient, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other agency of the State of California designated by State, for the purpose of any investigation to ascertain compliance with this Agreement and the Act.

### *C. Reporting Requirements*

1. Reporting requirements of Recipient will include whether reported implementation activities are within the scope of the Project Program Supplement and in compliance with State laws, regulations, and administrative requirements.

2. TIRCP Progress Reporting shall be no more frequently than monthly and no less frequently than quarterly at the discretion of the State and shall generally include the following information;

a. Activities and progress made towards implementation of the project during the reporting period and activities anticipated to take place in the next reporting period;

b. Identification of whether the Project is proceeding on schedule and within budget;

c. Identification of whether the Project Deliverables are proceeding on schedule.

d. Identification of changes to the Project funding plan, milestone schedule, or deliverables completion date;

e. Any actual or anticipated problems which could lead to delays in schedule, increased costs or other difficulties for either the Project or other State funded projects impacted by the Project's scope of work and the efforts or activities being undertaken to minimize impacts to schedule, cost, or deliverables;

3. CARB Reporting shall be no more frequently than monthly and no less frequently than semiannually at the discretion of CARB and shall include the following information (subject to modification by CARB);

a. Identify metrics and benefits achieved for disadvantaged communities, low income communities, and/or low-income households;

b. continued reporting following project implementation to identify benefits achieved.

c. Any and all other requirements instituted by CARB.

4. Within one year of the Project or reportable Project components becoming operable, the implementing agency must provide a final delivery report including at a minimum:

a. Scope of completed Project as compared to Programmed Project;

b. Performance outcomes derived from the project as compared to outcomes described in the Project application and shall include but not be limited to before and after measurements and estimates for ridership, service levels, greenhouse gas reductions, updated estimated greenhouse gas reductions over the life of the project, benefits to disadvantaged communities, low income communities, and/or low income households, and project co-benefits as well as an explanation of the methodology used to quantify the benefits.

c. Before and after photos documenting the project

d. The final costs as compared to the approved project budget by component and fund type, and an estimate of the TIRCP funds spent to benefit disadvantaged communities, low-income communities, and/or low-income households, and

e. The project duration as compared to the project schedule in the project application.

### **Section 3. Special Requirements**

#### *A. California Transportation Commission Resolutions*

1. Recipient shall adhere to applicable CTC policies on “Timely Use of Funds” as stated in Resolution G-06-04, adopted April 26, 2006, addressing the expenditure and reimbursement of GGRF and SB 1 Funds. These resolutions, and/or successor resolutions in place at the time a Program Supplement is executed, shall be applicable to GGRF and SB 1 funds, respectively.

2. Recipient shall be bound to the terms and conditions of this Agreement, the Project application contained in the Program Supplement (as applicable); and CTC Resolutions G-06-04, G-09-11 and/or their respective successors in place at the time the Program Supplement is signed (as applicable) and all restrictions, rights, duties and obligations established therein on behalf of State and CTC shall accrue to the benefit of the CTC and shall thereafter be subject to any necessary enforcement action by CTC or State. All terms and conditions stated in the aforesaid CTC Resolutions and CTC-approved Guidelines in place at the time the Program Supplement is signed (if applicable) shall also be considered to be binding provisions of this Agreement.

3. Recipient shall conform to any and all permit and mitigation duties associated with Project as well as all environmental obligations established in CTC Resolution G-91-2 and/or its successors in place at the time a Program Supplement is signed, as applicable, at the expense of Recipient and/or the responsible party and without any further financial contributions or obligations on the part of State unless a separate Program Supplement expressly provides funding for the specific purpose of hazardous materials remediation.

#### *B. Recipient Resolution*

1. Recipient has executed this Agreement pursuant to the authorizing Recipient resolution, attached as Appendix B to this Agreement, which empowers Recipient to enter into this Agreement and which may also empower Recipient to enter into all subsequent Program Supplements adopting the provisions of this Agreement.

2. If Recipient or State determines that a separate Resolution is needed for each Program Supplement, Recipient will provide information as to who the authorized designee is to act on behalf of the Recipient to bind Recipient with regard to the terms and conditions of any said Program Supplement or



amendment and will provide a copy of that additional Resolution to State with the Program Supplement or any amendment to that document.

C. *Termination*

1. Termination Convenience by State

a. State reserves the right to terminate funding for any Program Supplement, subject to CalSTA approval, upon written notice to Recipient in the event that Recipient fails to proceed with Project work in accordance with the Program Supplement, or otherwise violates the conditions of this Agreement and/or the Program Supplement or the funding allocation such that substantial performance is significantly endangered.

b. No such termination shall become effective if, within thirty (30) days after receipt of a notice of termination, Recipient either cures the default involved or, if not reasonably susceptible of cure within said thirty (30)-day period, Recipient proceeds thereafter to complete the cure in a manner and time line acceptable to State. Any such termination shall be accomplished by delivery to Recipient of a notice of termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this Agreement is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, Recipient and State shall meet to attempt to resolve any dispute.

c. Following a fund encumbrance made pursuant to a Program Supplement, if Recipient fails to expend GGRF or SB 1 monies within the time allowed specified in the Program Supplement, those funds may revert, and be deemed withdrawn and will no longer be available to reimburse Project work unless those funds are specifically made available beyond the end of that Fiscal Year through re-appropriation or other equivalent action of the Legislature and written notice of that action is provided to Recipient by State.

d. In the event State terminates a Program Supplement for convenience and not for a default on the part of Recipient as is contemplated in this section, Recipient shall be reimbursed its authorized costs up to State's proportionate and maximum share of allowable Project costs incurred to the date of Recipient's receipt of that notice of termination, including any unavoidable costs reasonably and necessarily incurred up to and following that termination date by Recipient to effect such termination following receipt of that termination notice.

2. Termination After Recipient's Obligations Fully Performed

Following project completion, and all obligations as defined in the TIRCP Guidelines, CARB Guidelines, and Program Supplement are fully performed, including Project completion of all deliverables and reporting, the Program Supplement shall be terminated. If the Project obligations are not fully performed, as defined under this section, the Recipient may be required to fully or partially repay funds.

D. *Third Party Contracting*

1. Recipient shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this Agreement without the prior written approval of State. Contracts awarded by Recipient, if intended as local match credit, must meet the requirements set forth in this Agreement regarding local match funds.

2. Any subcontract entered into by Recipient as a result of this Agreement shall contain the provisions of ARTICLE III – GENERAL PROVISIONS, Section 2. Audits and Reports and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors.

3. In addition to the above, the preaward requirements of third-party contractor/consultants with local transit agencies should be consistent with Local Program Procedures (LPP-00-05).

E. *Change in Funds and Terms/Amendments*

This Agreement and the resultant Program Supplements may be modified, altered, or revised only with the joint written consent of Recipient and State.

F. *Project Ownership*

1. Unless expressly provided to the contrary in a Program Supplement, subject to the terms and provisions of this Agreement, Recipient, or a designated subrecipient acceptable to State, as applicable, shall be the sole owner of all improvements and property included in the Project constructed, installed or acquired by Recipient or subrecipient with funding provided to Recipient under this Agreement. Recipient, or subrecipient, as applicable, is obligated to continue operation and maintenance of the physical aspects of the Project dedicated to the public transportation purposes for which Project was initially approved unless Recipient, or subrecipient, as applicable, ceases ownership of such Project property; ceases to utilize the Project property for the intended public transportation purposes; or sells or transfers title to or control over Project



and State is refunded the Credits due State as provided in paragraph (2) herein below.

2. Project right-of-way, Project facilities constructed or reconstructed on the Project site and/or Project property (including vehicles and vessels) purchased by Recipient (excluding temporary construction easements and excess property whose proportionate resale proceeds are distributed pursuant to this Agreement) shall remain permanently dedicated to the described public transit use in the same proportion and scope, and to the same extent as mandated in the Program Supplement, unless State agrees otherwise in writing. Vehicles acquired as part of Project, including, but not limited to, buses, vans, rail passenger equipment, shall be dedicated to that public transportation use for their full economic life cycle, which, for the purpose of this Agreement, will be determined in accordance with standard national transit practices and applicable rules and guidelines, including any extensions of that life cycle achievable by reconstruction, rehabilitation or enhancements. The exceptions to this section are outlined below:

a. Except as otherwise set forth in this Section, State, or any other State-assignee public body acting on behalf of the CTC, shall be entitled to a refund or credit (collectively the Credit), at State's sole option, equivalent to the proportionate Project funding participation received by Recipient from State if Recipient, or a sub-recipient, as applicable, (i) ceases to utilize Project for the original intended public transportation purposes or (ii) sells or transfers title to or control over Project. If federal funds (meaning only those federal funds received directly by Recipient and not federal funds derived through or from the State) have contributed to the Project, Recipient shall notify both State and the original federal source of those funds of the disposition of the Project assets or the intended use of those sale or transfer receipts.

b. State shall also be entitled to an acquisition credit for any future purchase or condemnation of all or portions of Project by State or a designated representative or agent of State.

c. The Credit due State will be determined by the ratio of State's funding when measured against the Recipient's funding participation (the Ratio). For purposes of this Section, the State's funding participation includes federal funds derived through or from State. That Ratio is to be applied to the then present fair market value of Project property acquired or constructed as provided in (d) and (e) below.

d. For Mass Transit vehicles, this Credit [to be deducted from the then remaining equipment value] shall be equivalent to the percentage of the full extendable vehicle economic life cycle remaining, multiplied by the Ratio of

funds provided for that equipment acquisition. For real property, this same funding Ratio shall be applied to the then present fair market value, as determined by State, of the Project property acquired or improved under this Agreement.

e. Such Credit due State as a refund shall not be required if Recipient dedicates the proceeds of such sale or transfer exclusively to a new or replacement State approved public transit purpose, which replacement facility or vehicles will then also be subject to the identical use restrictions for that new public purpose and the Credit ratio due State should that replacement project or those replacement vehicles cease to be used for that intended described pre-approved public transit purpose.

i. In determining the present fair market value of property for purposes of calculating State's Credit under this Agreement, any real property portions of the Project site contributed by Recipient shall not be included. In determining State's proportionate funding participation, State's contributions to third parties (other than Recipient) shall be included if those contributions are incorporated into the Project.

ii. Once State has received the Credit as provided for above because Recipient, or a sub-recipient, as applicable, has (a) ceased to utilize the Project for the described intended public transportation purpose(s) for which State funding was provided and State has not consented to that cessation of services or (b) sold or transferred title to or control over Project to another party (absent State approval for the continued transit operation of the Project by that successor party under an assignment of Recipient's duties and obligations), neither Recipient, subrecipient, nor any party to whom Recipient or subrecipient, as applicable, has transferred said title or control shall have any further obligation under this Agreement to continue operation of Project and/or Project facilities for those described public transportation purposes, but may then use Project and/or any of its facilities for any lawful purpose.

iii. To the extent that Recipient operates and maintains Intermodal Transfer Stations as any integral part of Project, Recipient shall maintain each station and all its appurtenances, including, but not limited to, restroom facilities, in good condition and repair in accordance with high standards of cleanliness (Public Utilities Code section 99317.8). Upon request of State, Recipient shall also authorize State-funded bus services to use those stations and appurtenances without any charge to State or the bus operator. This permitted use will include the placement of signs and informational material designed to alert the public to the availability of the State-funded bus service (for the purpose of this paragraph, "State-funded bus service" means any bus service funded pursuant to Public Utilities Code section 99316).

## G. *Disputes*

Parties shall develop a mutually agreed upon issue resolution process, as described below, and issues between the Parties are to be resolved in a timely manner. The Parties agree to the following:

1. If the Parties are unable to reach agreement on any particular issue relating to either Parties' obligations pursuant to this Agreement, the Parties agree to promptly follow the issue resolution process as outlined below:

a. The Department's project manager and the Recipient's equivalent may initiate the process of informal dispute resolution by providing the other Party with written notice of a dispute. The written notice shall provide a clear statement of the dispute and shall refer to the specific provisions of this Agreement or Program Supplement that pertain to the dispute. The Department's project manager and the Recipient's equivalent shall meet and attempt to resolve the dispute within five days from the written notice. If the dispute is resolved, the Parties shall create and sign a short description of the facts and the resolution that was agreed upon by the Parties.

b. If the dispute is not resolved by the fifth day from the written notice, the Department's senior project manager and the Recipient's equivalent shall meet and review the dispute within five days. The Department's senior project manager and the Recipient's equivalent manager shall attempt to resolve the dispute within ten days of their initial meeting. If the dispute is resolved, the Parties shall create and sign a short description of the facts and the resolution that was agreed upon by the Parties.

c. If the dispute is not resolved by the tenth day, the Department's Director or his designee and the Recipient's equivalent manager shall meet and review the dispute within five days. The Department's Director or his designee and the Recipient's equivalent manager shall attempt to resolve the dispute within ten days of the initial meeting. If the dispute is resolved, the Parties shall create and sign a short description of the facts and the resolution that was agreed upon by the Parties. If the dispute is not resolved by the tenth day by the Department's Director or his designee and the Recipient's equivalent manager, the Parties shall submit the matter to the Secretary of CalSTA for a final administrative determination.

## H. *Hold Harmless and Indemnification*

1. Neither State nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Recipient, its agents and contractors under or in connection with any work, authority, or jurisdiction delegated to Recipient under this Agreement or any

Program Supplement or as respects environmental clean-up obligations or duties of Recipient relative to Project. It is also understood and agreed that, Recipient shall fully defend, indemnify and hold the CTC and State and their officers and employees harmless from any liability imposed for injury and damages or environmental obligations or duties arising or created by reason of anything done or imposed by operation of law or assumed by, or omitted to be done by Recipient under or in connection with any work, authority, or jurisdiction delegated to Recipient under this Agreement and all Program Supplements.

2. Recipient shall indemnify, defend and hold harmless State, the CTC and the State Treasurer relative to any misuse by Recipient of State funds, Project property, Project generated income or other fiscal acts or omissions of Recipient.

I. *Labor Code Compliance*

Recipient shall include in all subcontracts awarded using Project funds, when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code §§ 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective the date of Contract award by the Recipient.

J. *Non-Discrimination Clause*

1. In the performance of work under this Agreement, Recipient, its contractor(s) and all subcontractors, shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, family and medical care leave, pregnancy leave, and disability leave. Recipient, its contractor(s) and all subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Each of Recipient's contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

2. Each of the Recipient's contractors, subcontractors, and/or subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements. The Recipient shall include the non-discrimination and compliance provisions hereof in all contracts and subcontracts to perform work under this Agreement.

3. Should federal funds be constituted as part of Project funding or compensation received by Recipient under a separate Contract during the performance of this Agreement, Recipient shall comply with this Agreement and with all federal mandated contract provisions as set forth in that applicable federal funding agreement.

4. Recipient shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.

5. The Recipient shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR 21 (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) and 23 CFR Part 200 (Title VI Program and Related Statutes—Implementation and Review Procedures) are made applicable to this Agreement by this reference. Wherever the term "Contractor" appears therein, it shall mean the Recipient.

6. The Recipient shall permit, and shall require that its contractors, subcontractors, and subrecipients will permit, access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by Department to investigate compliance with this Section J.

K. *State Fire Marshal Building Standards Code*

The State Fire Marshal adopts building standards for fire safety and panic prevention. Such regulations pertain to fire protection design and construction, means of egress and adequacy of exits, installation of fire alarms, and fire extinguishment systems for any State-owned or State-occupied buildings per section 13108 of the Health and Safety Code. When applicable, Recipient shall request that the State Fire Marshal review Project PS&E to ensure Project consistency with State fire protection standards.

L. *Americans with Disabilities Act*

By signing this Master Agreement, Recipient assures State that Recipient shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits

discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

M. *Access for Persons with Disabilities*

Disabled access review by the Department of General Services (Division of the State Architect) is required for all publicly funded construction of buildings, structures, sidewalks, curbs and related facilities. Recipient will award no construction contract unless Recipient's plans and specifications for such facilities conform to the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

N. *Disabled Veterans Program Requirements*

1. Should Military and Veterans Code sections 999 et seq. be applicable to Recipient, Recipient will meet, or make good faith efforts to meet, the 3% Disabled Veterans Business Enterprises goals (or Recipient's applicable higher goals) in the award of every contract for Project work to be performed under these this Agreement.

2. Recipient shall have the sole duty and authority under this Agreement and each Program Supplement to determine whether these referenced code sections are applicable to Recipient and, if so, whether good faith efforts asserted by those contractors of Recipient were sufficient as outlined in Military and Veterans Code sections 999 et seq.

O. *Environmental Process*

Completion of the Project environmental process ("clearance") by Recipient (and/or State if it affects a State facility within the meaning of the applicable statutes) is required prior to requesting Project funds for right-of-way purchase or construction. No State agency may request funds nor shall any State agency, board or commission authorize expenditures of funds for any Project effort, except for feasibility or planning studies, which may have a significant effect on the environment unless such a request is accompanied with all appropriate documentation of compliance with or exemption from the California Environmental Quality Act (CEQA) (including, if as appropriate, an environmental impact report, negative declaration, or notice of exemption) under California Public Resources Code section 21080(b) (10), (11), and (12) provides an exemption for a passenger rail project that institutes or increases passenger or commuter services on rail or highway rights-of-way already in use.



P. *Force Majeure*

Each party will be excused from performance of its obligations where such non-performance is caused by any extraordinary event beyond its reasonable control, such as any non-appealable order, rule or regulation of any federal or state governmental body, fire, flood, earthquake, storm, hurricane or other natural disaster, epidemic, pandemic, war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption, provided that the party excused hereunder shall use all reasonable efforts to minimize its non-performance and to overcome, remedy or remove such event in the shortest practical time.

Should a *force majeure* event occur which renders it impossible for a period of forty-five (45) or more consecutive days for either party to perform its obligations hereunder, the Parties agree to negotiate in good faith to amend the existing Master Agreement or Supplemental Agreement to deal with such event and to seek additional sources of funding to continue the operation of the Service.

## **ARTICLE IV – MISCELLANEOUS PROVISIONS**

### **Section 1. Miscellaneous Provisions**

A. *Successor Acts*

All statutes cited herein shall be deemed to include amendments to and successor statutes to the cited statutes as they presently exist.

B. *Successor and Assigns to the Parties*

Neither this Agreement nor any right, duty or obligation hereunder may be assigned, transferred, hypothecated or pledged by any party without the express written consent of the other party; provided, that unless otherwise expressly required herein, a party shall not be obligated to obtain the written consent of the other party with respect to any contract related to the Service for the provision of goods and/or services to the contracting party in the ordinary course of business.

C. *Notice*

Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to

such other addresses as may be specified in writing and given to the other party in accordance herewith.

If given to the Department:

State of California

Department of Transportation

Division of Rail and Mass Transportation

P.O. Box 942874

Sacramento, CA 994274-0001

Attention: Division of Rail and Mass Transit TIRCP Contract Manager, Mail Stop 39

with a copy to:

California State Transportation Agency

915 Capitol Mall Suite 350 B

Sacramento, CA 95814

If given to the Recipient:

High Desert Corridor Joint Powers Agency (HDC JPA)

611 Wilshire Blvd. 9<sup>th</sup> Floor

Los-Angeles, CA 90017

Attention: Arthur V Sohikian

D. *Amendment*

This Agreement may not be changed, modified, or amended except in writing, signed by the parties hereto, and approved in advance in writing by the Secretary, and any attempt at oral modification of this Agreement shall be void and of no effect.

E. *Representation and Warranties of the Parties*

1. Recipient hereby represents and warrants to the Department that:

a. Recipient is in good standing under applicable law, with all requisite power and authority to carry on the activities for which it has been organized and proposed to be conducted pursuant to this Agreement.



b. Recipient has the requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement by such entity, the performance by it of its obligations thereunder and the consummation of the transactions contemplated thereby have been duly authorized by the governing board of such entity and no other proceedings are necessary to authorize this Agreement or to consummate the transactions contemplated thereby. The Agreements have been duly and validly executed and delivered by such entity and constitute valid and binding obligations of such entity, enforceable against it in accordance with their terms, except to the extent that such enforceability may be subject to bankruptcy, insolvency, reorganization, moratorium or other laws now or hereinafter in effect relating to the creditor's rights and the remedy of specific enforcement and injunctive and other forms of equitable relief, and may be subject to equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.

c. Neither the execution and delivery of this Agreement and the performance of its obligations thereunder nor the consummation of the transactions contemplated thereby will (i) conflict with or result in a breach of any provision of any agreement to which Recipient is a party; (ii) violate any write, order, judgment, injunction, decrees, statute, rule or regulation of any court or governmental authority applicable to such entity or its property or assets.

2. The Department does hereby represent and warrant with respect to each provision of this Agreement to the Recipient that:

a. It validly exists with all requisite power and authority to carry on the activities proposed to be conducted pursuant to this Agreement.

b. It has the requisite power and authority to execute and deliver this Agreement and to carry out its obligations thereunder. The execution and delivery of this Agreement, the performance by it of its obligations thereunder and the consummation of the transactions contemplated thereby have been duly authorized and no other proceedings are necessary to authorize this Agreement or to consummate the transactions contemplated thereby. The agreements have been duly and validly executed and delivered by it and constitute valid and binding obligations, enforceable against it in accordance with their terms, except to the extent that such enforceability may be subject to bankruptcy, insolvency, reorganization, moratorium or other laws now or hereinafter in effect relating to creditor's rights and other forms of equitable relief, and may be subject to equitable defenses and to the discretion of the court before which any proceeding therefore may be brought.

c. Neither the execution and delivery of this Agreement and the performance of its obligations thereunder nor the consummation of the transactions contemplated thereby will (i) conflict with or result in a breach of any provision of any agreement to which the Recipient is a party; (ii) violate any writ, order, judgment, injunction, decree, statute, rule or regulation of any court or governmental authority applicable to such entity or its property or assets.

F. *Construction, Number, Gender and Captions*

The Agreements have been executed in the State of California and shall be construed according to the law of said State. Numbers and gender as used therein shall be construed to include that number and/or gender which is appropriate in the context of the text in which either is included. Captions are included therein for the purposes of ease of reading and identification. Neither gender, number nor captions used therein shall be construed to alter the plain meaning of the text in which any or all of them appear.

G. *Complete Agreement*

This Agreement, including Appendices, constitutes the full and complete agreement of the parties, superseding and incorporating all prior oral and written agreements relating to the subject matter of this Agreement. All attached Appendices A and B are hereby incorporated and made an integral part of this Agreement by this reference.

H. *Partial Invalidity*

If any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement and the remaining parts of this Agreement shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.

I. *Conflicts*

To the extent that any provision of or requirement of this Agreement may conflict with a provision or requirement of any other agreement between the parties hereto, or between a party hereto and any other party, which is attached to this Agreement as an appendix, the priority of agreements shall be employed to resolve such conflict. In the event of a conflict, the Master Agreement controls the Program Supplement and any further Amendments.

J. *Counterparts*

This Agreement may be executed in one or more counterparts and may include multiple signature pages, all of which shall be deemed to be one instrument. Copies of this Agreement may be used in lieu of the original.

K. *Governing Law*

The Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**HIGH DESERT CORRIDOR JOINT  
POWERS AGENCY (HDC JPA)**

**BY:** \_\_\_\_\_  
Dee Lam  
Chief, Division of Local  
Assistance

**BY:** \_\_\_\_\_  
Kathryn Barger  
Chair, HDC JPA

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

APPROVED AS TO FORM AND PROCEDURE

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**BY:** \_\_\_\_\_  
Deputy Attorney

**DATE:** \_\_\_\_\_

**APPENDIX A  
TIRCP PROGRAM GUIDELINES AND DEPARTMENT DELEGATION**

**(INSERT GUIDELINES AND DEPARTMENT DELEGATION)**

**APPENDIX B**  
**RECIPIENT'S RESOLUTION**  
**(INSERT AGENCY BOARD RESOLUTION)**



## **AGENDA REPORT – BOARD ITEM 7**

### **High Desert Corridor Joint Powers Agency**

Date: January 11, 2024

To: Board of Director Members of the High Desert Corridor Joint Powers Agency (HDC)

From: Arthur V. Sohikian, Executive Director

**Subject: US DEPARTMENT OF TRANSPORTATION, FEDERAL RAILROAD ADMINISTRATION CORRIDOR IDENTIFICATION AND DEVELOPMENT PRGROOM GRANT AGREEMENT WITH HIGH DESERT CORRIDOR AGENCY**

#### **Recommended Action:**

- A.** Approve US Department of Transportation, Federal Railroad Administration Corridor Identification and Development Program Grant Agreement with High Desert Corridor Agency.
- B.** Authorize the Executive Director and Los Angeles County Counsel to execute all necessary grant funding agreements with the Federal Railroad Administration.

#### **Background**

On January 26, 2023, the Metro Board of Directors approved \$8.5 million in Measure M HDC funds to use as a local match for state and federal grant submittals.

On March 27, 2023, the HDC JPA submitted a grant application to the Federal Railroad Administration (FRA) for the Corridor Identification and Development Program seeking \$500,000 and entrance into the Program. The Corridor ID Program Information can be found at <https://railroads.dot.gov/corridor-ID-program>

On December 8, 2023, the FRA announced the HDC JPA was granted \$500,000 and entrance into the Corridor ID Program.

The FRA requires a Grant Agreement be entered into with the HDC JPA as the grantee.



## AGENDA REPORT – BOARD ITEM 8

### High Desert Corridor Joint Powers Agency

Date: January 11, 2024

To: Board of Director Members of the High Desert Corridor Joint Powers Agency (HDC)

From: Arthur V. Sohikian, Executive Director

**Subject: HDC JPA Executive Director Report**

**Recommended Action:** Receive and File Report

#### 1. High Desert Intercity High Speed Rail Project in Federal NEPA Environmental Process

The HDC JPA submitted the High Desert Intercity High Speed Rail Project petition for Reevaluation to the Federal Railroad Administration (FRA) and Surface Transportation Board (STB) in April 2021. The FRA is the Lead Agency for the National Environmental Policy Act (NEPA) environmental clearance process, which they launched in February 2023.

The High Desert Intercity High Speed Rail Project objective is to progress with the FRA NEPA process to receive the Record of Decision (ROD) and Notice of Determination (NOD) approval in 2024. With California Environmental Quality Act (CEQA) concurrence, this will complete the environmental clearance for the high-speed rail project to advance to the next phase of Project Development, which is to conduct design and engineering.

On November 29, 2023, the HDC informed the FRA of a slight modification to the High Speed Rail Project alignment that the HDC JPA is confident reduces overall environmental effects by avoiding the Environmentally Sensitive Area (ESA). From an equity perspective, the revised alignment avoids the relocation of an existing industrial business.

The HDC JPA looks forward to the NEPA process continuing in 2024, with a goal of achieving a Record of Decision by the end of 2024.

#### 2. Federal and State Grant Opportunities Update

On January 26, 2023, the Metro Board of Directors approved \$8.5 million in Measure M High Desert Corridor funds to use as a local match to the state and federal grant submittals.

On April 24, 2023, CalSTA announced the award of \$8 million in Cycle 6 SB1 2022 Transit and Intercity Rail Capital Program (TIRCP) grant funds to the HDC JPA High Speed Rail Project. TIRCP Info can be found at <https://calsta.ca.gov/subject-areas/transit-intercity-rail-capital-prog>.

On December 7, 2023, the California Transportation Commission allocated the TIRCP grant award to the HDC JPA. The HDC JPA issued a press release that is contained in Attachment A.

On March 27, 2023, the HDC JPA submitted a grant application to the FRA for the Corridor Identification and Development Program (Corridor ID Program) seeking \$500,000 and entrance into the Program. The Corridor ID Program Information can be found at <https://railroads.dot.gov/corridor-ID-program>

On December 8, 2023, President Biden and the US DOT/FRA announced the HDC JPA entered the FRA Corridor ID Program and received a grant award of \$500,000. The HDC JPA issued a press release in conjunction with the FRA announcement, both contained in Attachment A.

On the HDC JPA January 11, 2024 Board Agenda (Items 6 & 7), the HDC staff seeks authorization to enter into grant agreements with the respective state and federal agencies.

### 3. HDC JPA in dialogue with Southern California Trades Councils & Rail Labor Unions

The HDC JPA has initiated a dialogue with labor unions for the use of highly skilled union labor in essential jobs required to construct, operate, and maintain the HDC High Speed Rail project. The HDC JPA understands the importance of utilizing union labor in Southern California to construct, operate and maintain the high-speed rail project and seeks to bring memorandum of understanding (MOU) agreements to the April 11, 2024, HDC JPA Board meeting.

One MOU would be for the construction of the project employing workers of the State Building and Construction Trades Council of California, Los Angeles/Orange Counties Building and Construction Trades Council and the San Bernardino - Riverside Building and Construction Trades Council.

The second MOU would be to operate and maintain the HDC High Speed Rail project with workers from the High-Speed Rail Labor Coalition comprised of 13 rail unions representing more than 160,000 freight, regional, commuter, and passenger railroad workers in the United States.

The 13 Rail Labor Unions that comprise the High-Speed Rail Labor Coalition include the Brotherhood of Maintenance of Way Employees Division, Brotherhood of Railroad Signalmen, International Association of Sheet Metal, Air, Rail and Transportation Workers-Mechanical and Engineering Department, National Conference of Firemen and Oilers 32BJ/SEIU, Transportation Communications Union, International Association of Machinists and Aerospace Workers, Brotherhood of Railway Carmen, International Brotherhood of Boilermakers, Transport Workers Union of America, American Train Dispatchers Association, International Association of Sheet Metal, Air, Rail and Transportation Workers-Transportation Department, Brotherhood of Locomotive Engineers and Trainmen, and International Brotherhood of Electrical Workers.

### 4. HDC JPA FY24 Work Program Implementation and Preparation of the FY25 Budget

On May 25, 2023, the Metro Board of Directors unanimously approved the HDC JPA FY24 Budget Work Program of \$1,947,500 from Measure M funds. As part of the HDC FY24 Work Program, the HDC JPA entered an MOU on September 5, 2023, with Los Angeles County Public



Works to provide contracting and other supportive services for the procurement of professional services and architectural and engineering services.

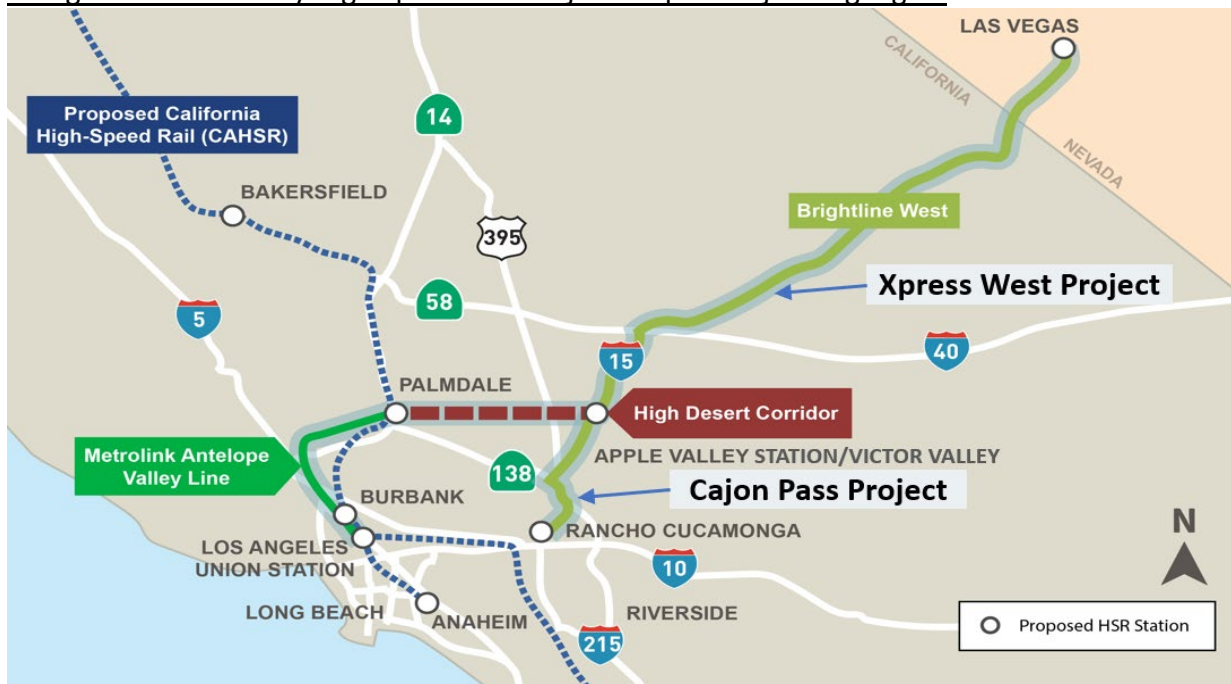
On December 5, 2023, as part of the HDC JPA FY24 Work Program, the JPA released the HDC JPA Expert Professional Financial and Business Advisory Services Request For Proposals (RFP). Proposals are due on January 23, 2024 at 5:30pm to Los Angeles County Public Works. RFP information can be found at:

[https://dpw.lacounty.gov/contracts/aed\\_rfp/ProjectDetail.aspx?project\\_id=BRC0000493](https://dpw.lacounty.gov/contracts/aed_rfp/ProjectDetail.aspx?project_id=BRC0000493)

HDC JPA, LA County Public Works and LA County Counsel are also working on the Project Management Support Services RFP for release in February/March 2024.

HDC JPA is preparing the FY25 Work Program Budget in cooperation with Metro. The main Work Program highlight is to initiate the design and engineering phase of the High Speed Rail Project. HDC JPA staff will present the FY25 Work Program Budget at the April 11, 2024, JPA Board meeting. Subsequent to HDC JPA Board approval, the HDC JPA will request the Metro Board of Directors by June 2024 to approve the use of the Measure M funds.

#### 5. High Desert Intercity High Speed Rail Project Map & Project Highlights



2016: High Desert Corridor Multi-purpose corridor receives California CEQA clearance which included a highway and high-speed rail line.

2018: High Desert Corridor Joint Powers Authority (HDC) supports study of an alternative to the HDC

2016 Locally Preferred Alternative (LPA), Highway Component and decides to focus on first phase as the High Desert Intercity High Speed Rail Project of the LPA.

2020: Caltrans declares No Build for the highway portion.

April 2021: HDC JPA submits Reevaluation petition to Federal Railroad Administration (FRA) and Surface Transportation Board (STB) to receive NEPA clearance and receive the Rail Project Record of Decision (ROD/NOD).

The High Desert Intercity High Speed Rail Project proposes a 54-mile corridor (Palmdale to Victor Valley) that can be traveled in roughly 30-minutes providing future connection to the California High Speed Rail Project and the Brightline West Xpress West Project.

One station in Palmdale and one station in Victor Valley: Proposed integration with Palmdale California High Speed Rail Station and Brightline West Desert Xpress Victor Valley Station.

Nearly the entire 54-mile route of the HDC high-speed rail project is within Equity Focused Communities in the high desert communities of Los Angeles and San Bernardino Counties.

The HDC Rail Project is consistent with the CA State Rail Plan's objectives to improve connectivity of the California statewide rail network. The HDC Rail Project supports the state's greenhouse gas reduction efforts and provides economic development and equity benefits for a region comprised of many historically underserved, low-income, and disadvantaged communities.



**FOR IMMEDIATE RELEASE**

December 7, 2023

Contact: Arthur Sohikian (213) 379-1551

**HIGH DESERT CORRIDOR INTERCITY HIGH-SPEED RAIL CORRIDOR PROJECT AWARDED \$8 MILLION GRANT FROM CALIFORNIA STATE TRANSPORTATION AGENCY**

LOS ANGELES – Today, the California Transportation Commission allocated \$8 million from the California State Transportation Agency’s Transit and Intercity Rail Capital Program (TIRCP) to the High Desert Corridor Joint Powers Agency (HDC JPA). The grant award allocation will support preliminary engineering and other project development activities for the High Desert Corridor Intercity High-Speed Rail Project (Project) spanning 54 miles between Palmdale (Los Angeles County) and the Victor Valley (San Bernardino County).

Today’s investment from the California Transportation Commission enables the JPA to leverage additional local and Federal funding so that we can continue building momentum for this critical High Speed Rail Project,” said **Kathryn Barger, Chair of the HDC JPA Board of Directors and Los Angeles County Fifth District Supervisor**. “We sincerely appreciate Governor Newsom, Secretary Omishakin, and California Transportation Commissioners for their support of this vital project. This is a significant public infrastructure investment in Los Angeles and San Bernardino Counties’ High Desert. Both will greatly benefit from the economic development that will sprout from improved mobility to, from, and through the region

By providing a mobility connection between the planned California High Speed Rail systems and the Brightline West corridor, the HDC Project will enable convenient, safe, and reliable High-Speed Rail service from Las Vegas Nevada to Los Angeles County and points beyond. It will serve a growing intercity travel market consisting of over 70 million annual trips by 2035. The Project is anticipated to attract most of its ridership from auto and air travel, and thereby reduce GHG emissions by nearly 46,000 metric tons annually.

“We are excited by the California state grant allocation investing in the Victor Valley”, said Elizabeth Becerra, Vice Chair of the HDC JPA Board of Directors (and Vice Mayor, City of Victorville). “The High Desert Corridor High Speed Rail Project furthers the goals contained in the CA State Rail Plan to integrate other transit services and operators such as California High Speed Rail, Brightline West, Metrolink and Amtrak, which opens access to new markets, and increases access to jobs and housing for the Victor Valley in San Bernardino County.”



“Los Angeles County Metro is extremely pleased that Governor Newsom and California Transportation Commissioners joined Metro in recognizing the need to invest in intercity high speed rail for the historically underserved communities in the high desert of Los Angeles and San Bernardino Counties,” said Ara Najarian, Member, HDC JPA Board of Directors and Metro Board of Directors.

“The City of Palmdale is thrilled with the \$8 million grant allocation from the California Transportation Commission to the High Desert Corridor High Speed Rail Project,” said Eric Ohlsen, Member, HDC JPA Board of Directors (and Council Member, City of Palmdale). “Palmdale looks forward to being a major connection hub between the CA High Speed Rail Authority Project coming from Bakersfield and northern California to the Brightline West project coming from the Victor Valley and Las Vegas, Nevada.”

The TIRCP grant award allocation will be matched by \$8.5 million in Los Angeles County Metropolitan Transportation Authority Measure M sales tax funds. The HDC JPA is also working with the Federal Railroad Administration to secure entry into the Federal Corridor Identification and Development Program, which will unlock Federal funding for the Project and complement committed California State and local investments in the HDC High Speed Rail Project.

During its design and construction phases, the HDC Project is estimated to generate over 61,000 one-year full-time equivalent construction jobs, and will bring significant economic opportunities to the region, with many of the wage benefits flowing to disadvantaged local communities located along the Project corridor.

“We look forward to working with all our Partners In Transportation at the federal, state and local levels to make high speed rail travel a reality for the high desert communities of Los Angeles and San Bernardino Counties,” said Arthur Sohikian, Executive Director, HDC JPA.

For more information, please visit [www.highdesertcorridor.org](http://www.highdesertcorridor.org)

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**FOR IMMEDIATE RELEASE**

December 8, 2023

Contact: Arthur Sohikian (213) 379-1551

**HIGH DESERT CORRIDOR INTERCITY HIGH-SPEED RAIL CORRIDOR PROJECT AWARDED  
\$500,000 GRANT FROM FEDERAL RAILROAD ADMINISTRATION**

LOS ANGELES – Today, The Federal Railroad Administration (FRA) announced a \$500,000 grant award from the Corridor Identification and Development Program to the High Desert Corridor Joint Powers Agency (HDC JPA). The grant award allocation will support the High Desert Corridor Intercity High-Speed Rail Corridor Project (Project) between Palmdale (Los Angeles County) and the Victor Valley (San Bernardino County) for scope development, schedule, and cost estimate for preparing, completing, or documenting its service development plan.

The 54-mile High Speed Rail Project between the two high desert communities will provide access to housing, jobs, entertainment, and cultural opportunities across Southern California while reducing freeway congestion to areas that have been historically underserved. Eventually, the corridor will connect Southern California to Northern California via the California High Speed Rail Project while connecting to the Brightline West project to Las Vegas. The HDC could provide a one seat ride between Los Angeles County and Las Vegas Nevada.

Today's announcement of the inclusion of the HDC Project in the New Intercity Corridor ID Program is a key component of making good on promises made to our LA County constituents," said **Supervisor Kathryn Barger, Chair of the HDC JPA Board of Directors and Los Angeles County Fifth District Supervisor**. "Moving aggressively to deliver this project is one of my priorities. I am pleased to see this vote of confidence from the Federal Railroad Administration. We also sincerely appreciate President Biden, Transportation Secretary Buttigieg, and FRA Administrator Bose for their partnership. Their support is essential to deliver vital investments in the communities of Los Angeles and San Bernardino Counties."

By providing a mobility connection between the planned California High Speed Rail systems and the Brightline West corridor, the HDC Project will enable convenient, safe, and reliable High-Speed Rail service from Las Vegas Nevada to Los Angeles County and points beyond. It will serve a growing intercity travel market consisting of over 70 million annual trips by 2035. The Project is anticipated to attract most of its ridership from auto and air travel, and thereby reduce GHG emissions by nearly 46,000 metric tons annually.

The High Desert Corridor project is one of the most advanced high-speed rail projects in America," said Ezra Silk, Political Director of the U.S. High Speed Rail Coalition. "Recent federal and state grant awards illustrate the vital partnership needed to achieve high speed rail train service in the United States." "The High Desert Corridor High Speed Rail Project is a critical link



for the emerging West Coast Corridor connecting Las Vegas, Los Angeles and San Francisco with the Brightline West and the California High-Speed Rail projects.”

“We are thrilled by the Federal Railroad Administration federal grant award investing in the Victor Valley”, said Elizabeth Becerra, Vice Chair of the HDC JPA Board of Directors (and Vice Mayor, City of Victorville). “The High Desert Corridor High Speed Rail Project furthers the goals contained in the CA State Rail Plan to integrate other transit services and operators such as California High Speed Rail, Brightline West, Metrolink and Amtrak, which opens access to new markets, and increases access to jobs and housing for the Victor Valley in San Bernardino County.”

“Los Angeles County Metro is extremely pleased that the federal government joined Metro in recognizing the need to invest in intercity high speed rail for the historically underserved communities in the high desert of Los Angeles and San Bernardino Counties,” said Ara Najarian, Member, HDC JPA Board of Directors and Metro Board of Directors.

“The City of Palmdale is excited with the Federal grant award to the High Desert Corridor High Speed Rail Project,” said Eric Ohlsen, Member, HDC JPA Board of Directors (and Council Member, City of Palmdale). “Palmdale looks forward to being a major connection hub between the CA High Speed Rail Authority Project from northern California to the Brightline West project coming from the Victor Valley and Las Vegas, Nevada.”

The FRA grant award will be matched by \$500,000 in Los Angeles County Metropolitan Transportation Authority Measure M sales tax funds. The federal award coupled with the California Transportation Commission allocation of \$8 million from the California State Transportation Agency’s Transit and Intercity Rail Capital Program (TIRCP) allows the High Desert Corridor Joint Powers Agency to continue project development.

During its design and construction phases, the HDC Project is estimated to generate over 61,000 one-year full-time equivalent construction jobs, and will bring significant economic opportunities to the region, with many of the wage benefits flowing to disadvantaged local communities located along the Project corridor.

“We look forward to working with all our Partners In Transportation at the federal, state and local levels to make high speed rail travel a reality for the high desert communities of Los Angeles and San Bernardino Counties,” said Arthur Sohikian, Executive Director, HDC JPA.

For more information, please visit [www.highdesertcorridor.org](http://www.highdesertcorridor.org)

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## News

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FRA 13-23  
December 8, 2023  
Contact: FRA Public Affairs  
Tel.: (202) 493-6024  
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### **President Biden Announces \$8.2 Billion in New Grants for High-Speed Rail and Pipeline of Projects Nationwide**

*Announcement includes 10 projects in 9 states ready for construction and 69 corridors across 44 states identified for future development through two grant programs funded by the Bipartisan Infrastructure Law*

WASHINGTON, D.C. – The U.S. Department of Transportation’s Federal Railroad Administration (FRA) today announced that it has awarded \$8.2 billion for 10 passenger rail projects across the country while announcing corridor planning activities that will impact every region nationwide. This unprecedented investment in America’s nationwide intercity passenger rail network builds on a \$16.4 billion investment announced last month for 25 projects of national significance along America’s busiest rail corridor. To date, the Biden-Harris Administration has announced nearly \$30 billion in investments for our nation’s rail system.

Projects announced through the **Federal-State Partnership for Intercity Passenger Rail (Fed-State National) Program** will advance two high-speed rail corridors and fund improvements to existing rail corridors for expanded service and performance. These investments will:

- Help deliver high-speed rail service in California's Central Valley
- Create a brand-new high-speed rail corridor between Las Vegas, Nevada, and southern California, serving an estimated 11 million passengers annually
- Make major upgrades to existing conventional rail corridors to better connect Northern Virginia and the Southeast with the Northeast Corridor
- Expand and add frequencies to the Pennsylvania Keystone Corridor between Philadelphia and Pittsburgh
- Extend the Piedmont Corridor in North Carolina north, as part of a higher-speed connection between Raleigh and Richmond, Virginia



- Invest in Chicago Union Station, as an initial step toward future improvements to the critical Midwest corridors hub
- Improve service in Maine, Montana, and Alaska

“Today, the Biden-Harris Administration takes another historic step to deliver the passenger rail system that Americans have been calling for – with \$8.2 billion for faster, more reliable, expanded train service across the country,” said **U.S. Transportation Secretary Pete Buttigieg**. “With this funding, we’ll deliver America’s first high-speed rail on a route between Southern California and Las Vegas, complete major upgrades for riders in Virginia, North Carolina, Illinois, Pennsylvania, Maine, Montana, and Alaska, and announce a comprehensive plan that makes it easier to expand passenger rail lines in 44 states.”

At the same time, FRA is announcing 69 corridor selections across 44 states through the **Corridor Identification and Development (Corridor ID) Program**, which will drive future passenger rail expansion.

Corridor ID, a new planning program made possible by President Biden’s Bipartisan Infrastructure Law, will help guide intercity passenger rail development throughout the country. This inaugural round of selections aims to upgrade 15 existing rail routes, add or extend service on 47 new routes, and advance 7 new high-speed rail projects, creating a pipeline of intercity passenger rail projects ready for implementation and future investment. FRA will work closely with states, transportation agencies, host and operating railroads, and local governments to develop and build passenger rail projects faster than ever before.

“President Biden’s Bipartisan Infrastructure Law gave us a once-in-a-generation opportunity to think smart and think big about the future of rail in America, and we are taking full advantage of the resources we have to advance world-class passenger rail services nationwide,” said **FRA Administrator Amit Bose**. “Today’s announcement is another step forward as we advance transformative projects that will carry Americans for decades to come and provide them with convenient, climate-friendly alternatives to congested roads and airports. We’re thinking about the future too with comprehensive and systematic planning efforts to transform the U.S. intercity passenger rail network now and in the years to come.”

Examples of planning and development activities selected through the Corridor ID program include:

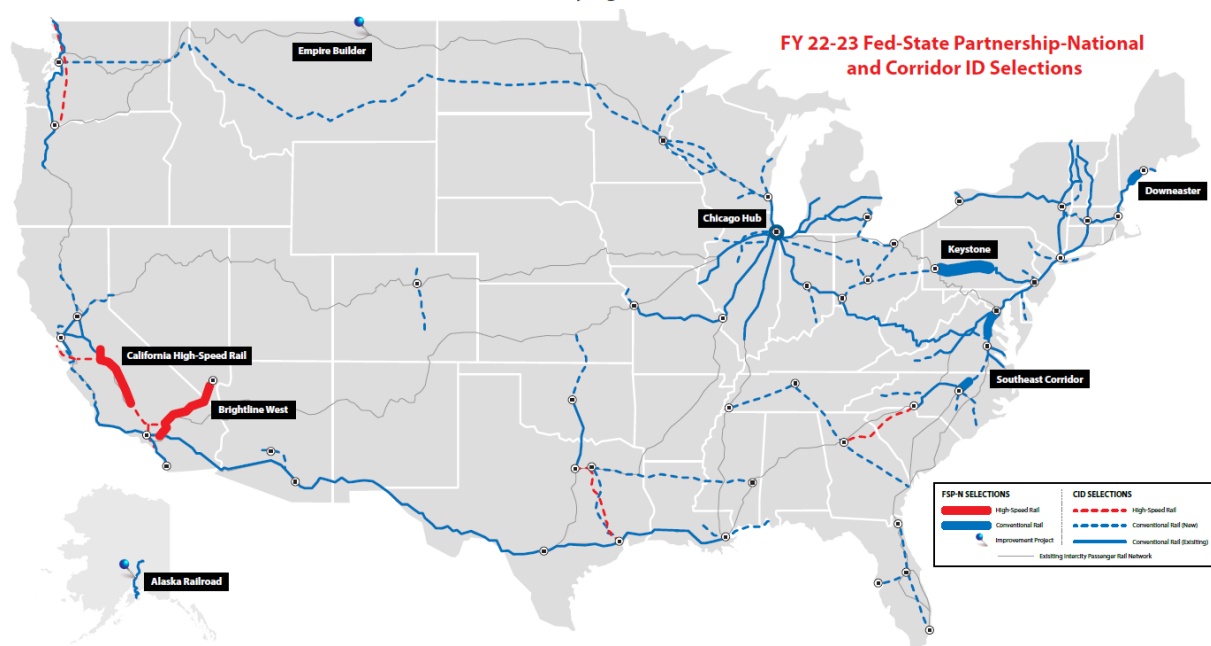
- New high-speed rail service in the Cascadia High-Speed Rail Corridor between Oregon, Washington, and British Columbia
- New high-speed rail service between Dallas and Houston
- New and upgraded Midwest Chicago hub corridors:
  - Daily, multi-frequency service from Chicago to Indianapolis
  - Increased frequencies from Chicago to Milwaukee to the Twin Cities, with an extension to Madison, Wisconsin
  - Improved service and increased frequencies from Chicago to Detroit, with an extension to Windsor, providing a direct connection to Canada’s high-speed rail network
  - A comprehensive plan for the Chicago terminal and service chokepoints south of Lake Michigan benefiting all corridors and long-distance trains south and east of Chicago
- New service between the Twin Cities and Duluth, Minnesota

- New service from Fort Collins to Pueblo, Colorado, with intermediate stops at Boulder, Denver, and Colorado Springs
- New service between Phoenix and Tucson, Arizona, with multiple daily frequencies
- New service connecting Baton Rouge and New Orleans, Louisiana
- New connections between the Northeast Corridor and Northern Delaware and Reading and Scranton, Pennsylvania
- Expanded connections and increased frequencies within California’s extensive conventional rail network
- Expanded connections and service in Florida’s intercity rail network between the key travel markets of Tampa, Jacksonville, Orlando, and Miami
- New service between Atlanta and Savannah, and from Atlanta to Nashville and Memphis via Chattanooga
- Restoration of service between Chicago and Seattle, Washington, through multiple rural communities in North Dakota and Montana that are currently not served by passenger rail



## Investments to Enhance Intercity Passenger Rail

Laying the foundation for world-class rail in America



**DISCLAIMER:** This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of cities, project locations, and routes. Cities shown on the map are added to provide geographic reference and are not intended for any other purpose. Every effort has been made to ensure the highest accuracy of all data on this map, but some errors can occur.

DECEMBER 2023

Two years after signing the Bipartisan Infrastructure Law, President Biden has already announced the most significant investment in passenger rail since the creation of Amtrak, including billions in Federal-State Partnership for Intercity Passenger Rail grants for projects on America’s busiest rail corridor in the Northeast and for others nationwide. Coupled with rail investments announced earlier this year, including the new Railroad Crossing Elimination (RCE) program grants and Consolidated Rail Infrastructure and Safety Improvements (CRISI) grants, President Biden’s Investing in America Agenda is laying the foundation for the safe and modern rail network Americans need and deserve.

To view the full list of Fed-State National project selections and Corridor ID selections, please click [here](#) and [here](#).

Additional information about the Federal-State Partnership for Intercity Passenger Rail Program can be found [here](#), while further information on the Corridor ID Program is available [here](#).

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