CALIFORNIA
HIGH-SPEED RAIL
AUTHORITY

APPLICATION PACKAGE FOR STATION AREA PLANNING FUNDS

American Recovery and Reinvestment Act of 2009

Safe, Reliable High-Speed Passenger Train Bond Act for the 21st Century

MARCH 2011

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I. INTRODUCTION

This is an invitation to submit an application for funding a station area planning effort, focused on the area around the anticipated high-speed rail station in your jurisdiction. Funding is available from the American Recovery and Reinvestment Act of 2009 (ARRA) and from the Safe, Reliable High-Speed Passenger Train Bond Act for the 21st Century (Prop. 1A). The California High-Speed Rail Authority (Authority) is responsible for the ARRA funding as well as the Prop. 1A funding.

II. BACKGROUND INFORMATION

The California High-Speed Rail Authority (Authority) is charged with planning and constructing a high-speed passenger train system (HST system) in the State of California. The HST system will provide a new intercity transportation option that will link all of the state's major population centers, including Sacramento, the San Francisco Bay Area, the Central Valley, Los Angeles, the Inland Empire, Orange County, and San Diego. Background information on the HST system can be found on the Authority's website: www.cahighspeedrail.ca.gov.

Pursuant to the Safe, Reliable, High-Speed Passenger Train Bond Act for the 21st Century, California's HST must be operationally self-sufficient financially – i.e., no operating subsidies. The HST system must also be designed to meet numerous characteristics, including:

- Stations shall be located in areas with good access to local mass transit or other modes of transportation.

- The high-speed train system shall be planned and constructed in a manner that minimizes urban sprawl and impacts on the natural environment.

Taken together, these criteria and characteristics for the HST system promote HST system ridership, focus on city-center station locations and require good local transit connectivity. Vibrant, mixed-use development around HST stations that also reflects the unique local context of each station is fundamental to the long-term success of the statewide HST system. Planning for this type of development is also fundamental for HST success, similar to planning for HST facilities themselves.

New and innovative land use planning that reflects unique, locally appropriate approaches to HST station area development is therefore a critical foundation for the HST system. These Station Area Planning Funds are intended to support local governments in initiating station area planning, continuing and further developing such planning that may already be underway, and completing such efforts. While these Station Area Planning Funds are intended to support planning efforts, the planning process itself is not the ultimate goal for these funds. Rather, the Authority and FRA seek to support planning processes that will lead, over time, to final station area land use plans that will be context-sensitive and reflect the unique local setting, while also supporting a financially viable HST system. Likewise, completed land use plans are not the Authority's and FRA's ultimate goals. Plan *implementation* and *actual on-the-ground change* are the ultimate goals.

III. TYPE AND PURPOSE OF FUNDING & NON-FEDERAL MATCH REQUIREMENTS

Federal Funds: On February 18, 2009, President Obama signed into law ARRA, which appropriated funds to the Federal Railroad Administration (FRA) for supporting development of high-speed rail in the United States. The purpose of ARRA is to preserve and create jobs and promote economic recovery; to assist those most impacted by the recession; to provide investments needed to increase economic efficiency by spurring technological advances in science and health; to invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; and, to stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases.

The State of California received a total grant of more than $2 billion in ARRA funds to support planning and construction of the HST system in California. Of this amount, the FRA has allocated a total of $ 4,500,000 to support HST station area planning initially for certain Phase 1 planned or potential stations. The FRA has directed that the Authority work in partnership with local government entities to develop station area plans incorporating a transit-oriented development zoning overlay to the local government's land use plans for a one-half mile area around the stations.

A maximum of up to between $400,000 and $700,000 in federal ARRA funding is available to an individual jurisdiction for its station area planning process, depending upon city/station size.[1] The FRA will require a non-federal match for these funds of 100% of the federal funding provided. In other words, the FRA funding can comprise no more than 50% of the total planning cost. The total in federal funds available under a Station Area Planning Funding Agreement, therefore, will depend on the availability of non-federal matching funds. Non-federal matching funds can be in the form of in-kind contributions, such as local government staff time resources.

State Funds: On February 3, 2011, the Authority Board approved Prop. 1A funding for station area planning in an amount limited to no more than 40% of the total cost of the planning effort, not to exceed $ 200,000. The remaining cost can be covered through other funds and/or in-kind contribution. The station area funding agreements must be consistent with the Authority's adopted HST Station Area Development Policies. The Prop. 1A funds may be available to satisfy a portion of the non-federal matching fund requirement for the ARRA funds if the local government can demonstrate that it is unable to provide or secure the matching funds required.

The Authority and the FRA have prioritized initial station area planning for the following jurisdictions: Merced, Fresno, Bakersfield, Kings/Tulare, Palmdale, San Jose, and Gilroy. Additional funding will be available for other station areas after this initial group of station area planning projects is underway.

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[1] Fresno, Bakersfield and San Jose: up to $700,000. Merced, Gilroy, Palmdale, and Kings/Tulare: up to $400,000.

Example Funding Scenarios:

The total amount of federal funding available for a station area planning project will depend in part on the local government's ability to contribute to the non-federal match requirement. The following illustrate two possible station area planning funding scenarios.

Example - Total Project Cost = $ 500,000	
Federal Contribution	$ 250,000
State Contribution (if local government can demonstrate it is unable to secure these funds)	$ 200,000
Local Contribution	$ 50,000

Example - Total Project Cost = $ 1,000,000	
Federal Contribution	$ 500,000
State Contribution (if local government can demonstrate it is unable to secure these funds)	$ 200,000
Local Contribution	$ 300,000

IV. TIME OF FUNDING AVAILABILITY

Station Area Planning Funds will become available in State FY 2011/2012, upon approval of the 2011/2012 budget by the California Legislature.

V. PAYMENT OF FUNDS

Payment for work performed pursuant to a Funding Agreement shall be made in arrears, no more frequently than monthly, based on receipt of a complete, property documented, and accurately addressed invoice. Authority staff must approve all invoices. Approval of invoices is subject to the project proponent's submittal of all required reports, other deliverables, and the appropriateness of the invoiced expenses under the Funding Agreement. Advance payments are not available for the Station Area Planning Funds.

VI. ELIGIBLE ACTIVITIES

Funds are available to support a variety of efforts that will result in a station area plan that can be incorporated into local land use and zoning. These efforts may be entirely new, or part of already-commenced transportation and use planning for the area around the proposed HST stations. Examples include:

- Development of a station area plan, which includes: station area vision, goals, and objectives; station siting and concept design; transportation connectivity (particularly for transit and feeder services); urban design; an infill development plan; and policies.

- Development of supporting plans including streamlined development review procedures, an economic viability analysis, a financing plan, and an implementation plan.

- Incorporation of the station area plan into the appropriate local land use plans and zoning (with supporting environmental review and compliance, as required).

- Outreach and facilitation for currently underway or new station area planning.

- Subcontracts to obtain necessary expertise (e.g., land use planning, transit planning, architecture, engineering, finance). Where appropriate, subcontracts can be with other government entities that possess the necessary expertise.

The Authority recognizes that each HST station area and each local government is unique. HST station area planning is not a "one-size fits all" activity. The above examples are not intended as an exclusive list of activities eligible for funding. The Authority is seeking creative, context-sensitive ideas for how local station area planning efforts can meet local needs, while also supporting the Authority's and FRA'S goals for the HST system and station areas. Importantly, however, the Authority's and FRA's ultimate goal is plan implementation and on-the-ground change, not merely planning. Proposals for this funding, therefore, must include the local government's tangible, realistic roadmap to reach this end.

VII. MINIMUM PROJECT REQUIREMENTS

The station area planning effort must meet certain minimum project requirements.

(1) *Develop a Station Area Plan*

The planning effort must result in a station area plan that is:

- consistent with and supportive of the Authority's adopted Station Area Development Policies (See Attachment 1);

- consistent with and addresses the Federal Railroad Administration's Station Area Planning Recommendations (See Attachment 2 ~ *this document is forthcoming and will be sent separately*);

- consistent with regional planning efforts required by SB 375;

- cognizant and responsive to interregional planning and land use needs;

- broad enough to recognize, take advantage of and shape HSR's likely land use and economic influence well beyond 1/2 mile around HSR stations;

- reflective of the Authority's March 2011 Urban Design Guidelines, which can be found on the Authority's website: www.cahighspeedrail.ca.gov; and

- realistically and tangibly calculated to lead to implementation and actual on-the-ground change.

The planning effort must include a public participation component to involve the local community and interested stakeholders in the planning process.

(2) ***Develop a Roadmap for Preparing Supporting Plans***

The planning effort must include a plan for how the local government will develop supporting plans including streamlined development review procedures, an economic viability analysis, a financing plan, and an implementation plan.

(3) ***Develop a Roadmap for Local Government Adoption of Station Area Plan and Incorporation into Local Land Use and Transportation Plans and Zoning***

The planning effort must include a plan for how the local government will adopt the station area plan and incorporate it into local land use and transportation plans and zoning.

The Authority will work with project proponents to ensure the planning effort will meet these minimum requirements.

VIII. APPLICATION INSTRUCTIONS

The first step in developing a funding agreement is to submit an application to the Authority. Applications must contain all of the following elements to be considered for funding:

1. **Cover Page**. The cover page includes the name, address, and contact information for the project proponent. In addition, the cover page contains required certifications which must be signed by an authorized representative of the project proponent.

2. **Description of Proposed Project**. The project description is a narrative that will identify the type of project proposed, how it qualifies as an eligible activity for these funds, and how it meets the minimum requirements identified above.

3. **Proposed Scope of Work**: The proposed scope of work will identify the tasks involved in completing the station area planning project, individual staff or personnel classifications for the individuals that will perform the work, deliverables, and a schedule. Any subcontracts must also be identified in the proposed scope of work. A template for the Scope of Work is included with Attachment 3, Application Format.

4. **Proposed Budget:** The proposed budget will identify a breakdown of costs by task. The budget also shall identify overall funding source breakdown, i.e., federal, state, regional, local, etc., and funding type, i.e., cash or in-kind. The breakdown must be consistent with the match limits/requirements set forth earlier. A template for the Budget is included with Attachment 3, Application Format.

IX. APPLICATION REVIEW AND DEVELOPMENT OF FUNDING AGREEMENT

Authority staff, in cooperation with the FRA, will review a station area planning application and determine if it is consistent with the requirements included in this package and eligible for funding. The Authority and FRA will work with each project proponent to shape the planning project to ensure that a qualifying project can be funded. The Authority will then work with the local government to develop a funding agreement for the station area planning work.

X. FEDERAL AND STATE FUNDING REQUIREMENTS

The funding agreement will be in substantially the form included in Attachment 4. The funding agreements will be subject to the State and Federal standard terms and conditions, also included in Attachment 4. Applicants are encouraged to review these standard terms and conditions carefully. Some standard terms and conditions could affect the project scope and budget.

XI. AUTHORITY CONTACT

Questions about this package should be directed to:

Lupe Jimenez
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California High-Speed Rail Authority
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ATTACHMENT 1

STATION AREA DEVELOPMENT POLICIES

HST STATION AREA DEVELOPMENT:

GENERAL PRINCIPALS AND GUIDELINES

There would be great benefits to enhancing development patterns and increasing development densities near proposed high-speed train (HST) stations. To provide maximum opportunity for station area development in accordance with the purpose, need, and objectives for the HST system, the preferred HST station locations would be multi-modal transportation hubs and would typically be in traditional city centers. The State of California is leading the nation with legislation such as AB 32 to adapt state policy to global climate change and SB 375 to reduce greenhouse gas emissions through coordinated land-use and transportation planning. HST Station area development should promote the implementation of SB 375 and sustainability principles with smart growth development. To further these objectives, when making decisions regarding both the final selection of station locations and the timing of station development, the Authority would consider the extent to which appropriate station area planning and development principles are supported by local authorities.

In addition to potential benefits from minimizing land consumption needs for new growth, dense development near HST stations would concentrate activity conveniently located to stations. This would increase the use of the HST system, generating additional HST ridership and revenue to benefit the entire state. It also would accommodate new growth on a smaller footprint. Reducing the land needed for new growth should reduce pressure for new development on nearby habitat areas, in environmentally fragile or hazardous areas, and on agricultural lands. Denser development allowances also would enhance joint development opportunities at and near stations, which in turn could increase the likelihood of private financial participation in construction and operations related to the HST system. A dense development pattern can better support a comprehensive and extensive local transit and shuttle system, bicycle[1] and pedestrian paths, and related amenities that can serve the local communities as well as provide access to and egress from HST stations. The Authority's adopted policies would ensure that implementation of the HST in California would maximize station area development that serves the local community and economy while increasing HST ridership. The Authority is committed to cooperating with local communities to develop HST stations appropriate to the scale and needs of each community.

General Principles for HST Station Area Development

HST station area development principles draw on transit-oriented development (TOD) strategies that have been successfully applied to focus compact growth within walking distance of rail stations and other transportation facilities. Applying TOD measures around HST stations is a strategy that works for large, dense urban areas, as well as smaller central cities and suburban areas. TOD can produce a variety of other local and regional benefits by encouraging walkable, bikable compact and infill development. Local governments would play a significant role in implementing station area development by adopting plans, policies, zoning provisions, and incentives for higher densities, and by approving a mix of urban land uses. Almost all TOD measures adopted by public agencies involve some form of overlay zoning that designates a station area for development intensification, mixed land uses, and improvements to the pedestrian/bicycle environment. TOD measures for major facilities are generally applied to areas within one-half mile of stations, and this principal would be followed for HST stations.

[1]HST will include facilities to accommodate bicycles.

Station area development principles that would be applied at the project level for each HST station and the areas around the stations would include the following features:

- Higher density development in relation to the existing pattern of development in the surrounding area, along with minimum requirements for density.
- A mix of land uses (e.g., retail, office, hotels, entertainment, residential) and a mix of housing types to meet the needs of the local community. Different styles of TOD may be appropriate for different HST station areas.
- A grid street pattern and compact pedestrian-oriented design that promotes walking, bicycle, and transit access with streetscapes that include landscaping, small parks, pedestrian spaces, bus shelters, lighting, wayfinding signs, bike lanes, and bike racks. New buildings should incorporate high energy efficiency and building performance standards.
- Context-sensitive building design that considers the continuity of the building sizes and that coordinates the street-level and upper-level architectural detailing, roof forms, and the rhythm of windows and doors should be provided. New buildings should be designed to complement and mutually support public spaces, such as streets, plazas, other open space areas, and public parking structures. The Authority will work cooperatively with each local community to assure the design process accommodates both the operating requirements of the HST system and local conditions and character.
- Limits on the amount of parking for new development and a preference that parking be placed in structures. TOD areas typically have reduced parking requirements for retail, office, and residential uses due to their transit access and walkability. Sufficient train passenger parking would be essential to the system viability, but this should, as appropriate, be offered at market rates (not free) to encourage the use of access by transit and other modes, where available. Shared parking would be planned when the mix of uses would support it.

Implementation of HST Station Area Development Guidelines

The statewide HST system is likely to have more than 20 stations. The Authority has the powers necessary to oversee the construction and operation of a statewide high-speed rail system and to purchase the land required for the infrastructure and operations of the system. The responsibility and powers needed to focus growth and station area development guidelines in the areas around high-speed stations are likely to reside primarily with local government.

The primary ways in which the Authority can help ensure that the HST system becomes an instrument for encouraging maximizing implementation of station area development principles include:

- Select station locations that are multi-modal transportation hubs with a preference for traditional city centers.
- Adopt HST station area development policies and principles that require TOD, and promote value-capture at and around station areas as a condition for selecting a HST station site.
- Provide incentives for local governments where potential HST stations may be located to prepare and adopt Station Area Plans and to amend City and County General Plans that incorporate station area development principles in the vicinity of HST stations.

1. Select Station Locations that Are Multi-Modal Transportation Hubs, Preferably in Traditional City Centers.

HST stations in California would be multi-modal transportation hubs. To meet the Authority's adopted objectives,[2] the locations that were selected as potential HST stations would provide linkage with local and regional transit, airports, and highways. In particular, convenient links to other rail services (urban rapid transit, heavy rail, commuter rail, light rail, and conventional intercity) would promote TOD at stations by increasing ridership and pedestrian activity at these *hub* stations. A high level of accessibility and activity at the stations can make the nearby area more attractive for additional economic activity.

Most of the potential stations identified for further evaluation are located in the heart of the downtown/central city area of California's major cities. By eliminating potential *greenfield* sites,[3] the Authority has described a proposed HST system that meets the objectives of minimizing potential impacts on the environment and maximizing connectivity with other modes of transportation. These locations also would have the most potential to support infill development and TOD.

2. Adopt HST Station Area Development Policies that Require TOD, and Promote Value-Capture at and around Stations as a Condition for Selecting a HST Station Site

Through subsequent CEQA and NEPA processes, the Authority would determine where stations would be located and how many HST stations there would be. The Authority has identified TOD and value-capture[4] at and around stations sites as essential for promoting HST ridership. The Authority would work with local governments to ensure these policies are adopted and implemented.[5]

Local government would be expected to promote TOD and to use value-capture techniques to help finance and maintain station amenities and the public spaces needed to create an attractive pedestrian environment. Because the HST stations would be public gathering places, value-capture techniques should be used to enhance station designs with additional transportation or public facilities. It is the Authority's policy that parking for HST services at HST stations should, as appropriate, be provided at market rates (no free parking) to encourage access by alternative means. The Authority would maximize application of TOD principles during the site-specific review of proposed station locations. In addition, for HST stations in the Central Valley, the Authority will undertake a comprehensive economic study of the kinds of businesses that would uniquely benefit from being located near HST station areas, including a thorough estimate of the kinds and numbers of jobs that such businesses would create.

The Authority has prescribed the following criteria for HST station locations:

- To be considered for a station, the proposed site must have the potential to promote higher density, mixed-use, pedestrian accessible development around the station. Transit accessibility and proximity to transit corridors are also important considerations.
- As the HST project proceeds to more detailed study, and before a final station location decision is made, the responsible local government(s) are expected to provide (through planning and zoning) for TOD around HST station locations.

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[2]See the final statewide program EIR/EIS (California High-Speed Rail Authority and Federal Railroad Administration 2005), Section 1.2.1, Purpose of High-Speed Train System.

[3]Sites in rural areas with very limited or no existing infrastructure.

[4] The Government Accounting Office defines value capture strategies as: "...joint development, special assessment districts, tax increment financing, and development impact fees [that] are designed to dedicate to transit either a portion of increased tax revenue or additional revenue through assessments, fees, or rents based on value expected to accrue as a result of transit investments."

[5]As part of the "Staff Recommendations" adopted at the January 26, 2005, Authority Board Meeting in Sacramento.

- Give priority to stations for which the city and/or county has adopted station area TOD plans and general plans that focus and prioritize development on the TOD areas rather than on auto-oriented outlying areas, and adopted trip-reduction and greenhouse gas-reduction strategies.

- As the project proceeds to more detailed study, local governments are expected to help finance (e.g., through value-capture or other financing techniques) the public spaces needed to support the pedestrian/bicycle traffic generated by hub stations, as well as identifying long-term maintenance of the spaces.

The imperative to link transportation investments with supportive land use was made clear in a study by the MTC. The study showed that people who both live and work within a half mile of a rail stop use transit for 42% of their work trips, more than 10 times as much as others in the region.[6] While HST service offers a different scale of travel, the fundamental principles of compact access and high mobility apply.

In California, regional agencies and transit providers are adopting policies that link funding for transit expansion with land use. These include:

- MTC – which has adopted a TOD policy for regional expansion projects to help improve the cost effectiveness of regional investments.

- BART – its Strategic Plan mandates that BART partner with communities to make investment choices that encourage and support TOD and increased transit use.

- SACOG – the Sacramento Blueprint process built a strong foundation of political and community support for the compact, mixed-use growth scenario adopted in the region's long-range transportation plan, and as a result, SACOG dedicated $500 million for smart growth construction and $250 million for smart growth planning, bike/pedestrian activities, public involvement, and support services.

- SCAG – SCAG manages the Compass Blueprint Demonstration Project program that funds local agencies to carry out innovative planning efforts that align with the Compass Blueprint principles. These efforts include TOD planning, parking systems management, and smart growth planning efforts.

- LA Metro – its Joint Development Program encourages comprehensive planning and development around station sites and along transit corridors.

- SANDAG – promotes smart growth and TOD to its member jurisdictions through funding and technical assistance.

The Authority will analyze these policies and others like it throughout the state and country in developing specific TOD guidelines.

[6]Characteristics of Rail and Ferry Station Area Residents in the San Francisco Bay Area: Evidence from the 2000 Bay Area Travel Survey. Volume 1. MTC, September 2006.

3. Provide Incentives for Local Governments in which Potential HST Stations Would Be Located to Prepare and Adopt Station Area Plans, Amend City and County General Plans, and Encourage TOD in the Vicinity of HST Stations

Throughout future environmental processes and the implementation of the HST, the Authority would continue to work cooperatively with the communities being considered for HST stations. It is important to understand HST as a system that will have regional as well as statewide ridership. It will provide an opportunity to improve and expand local and regional transit systems leading to the HST stations and to have additional job and housing growth along those transit corridors. The Authority is committed to working with host cities and other local agencies throughout the process, in a cooperative manner, sharing data and information to enable each station area to benefit from the efforts and successes at other stations.

Local governments can use a number of mechanisms to encourage higher density HST-oriented development in and around potential HST station locations and to minimize undesirable growth effects. These include developing plans (such as specific plans, transit village plans, regional plans, and greenbelts), development agreements, zoning overlays, and, in some cases, use of redevelopment authority.

Increased density of development in and around HST stations would provide public benefits beyond the benefits of access to the HST system itself. Such benefits could include relief from traffic congestion, improved air quality, promotion of infill development, preservation of natural resources, more affordable housing, promotion of job opportunities, reduction in energy consumption, and better use of public infrastructure. The Authority and local government working together would determine which mechanisms best suit each community and could be implemented to enhance the benefits possible from potential HST station development.

Most successful contemporary examples of urban development are the product of long-term strategic planning. For example, in France and Japan, where there has been considerable success guiding new development around HST stations, local governments typically prepare long-term plans that focus growth at each HST station area. Regional plans are also typically used to coordinate station area development with existing urban areas and reserves for parks, agriculture, and natural habitat.

Over the last 5 years, four of the major regions of California—Los Angeles, San Diego, Sacramento, and the Bay Area—have developed regional blueprints. Eight counties in the Central Valley are now conducting their own blueprint process. All of these blueprints focus on supporting the existing downtowns and increasing transit ridership as critical ways for future growth to be environmentally and economically sustainable. The HST could provide a major boost to these blueprints by greatly increasing access to the downtowns, directly supporting local and regional rail systems, and indirectly supporting bus and light rail systems with an infusion of additional riders. The importance of local and regional transit service to provide feeder and distributor functions for the HST service should be emphasized.

A useful starting point for station area development is to work with members of the community to identify needs and missing assets they would like to see as part of any new development, such as parks, libraries, and food stores, and to assess the market sizes needed to attract and retain such uses. Early, regular, and ongoing public involvement in the planning process will assure local character and preferences are incorporated into the project, and enable the local community to influence its interface with the statewide project. Local government also can review the availability of land around potential station sites to achieve development that is of sufficient size to be economically viable. Then an illustrative site and phasing plan for a station area that is realistic from a market perspective can be developed and shared with the community. Finally, a station area plan can be prepared, which would ensure the community and potential developers of a public commitment to promote compact, efficient, TOD around station areas. Infrastructure improvements for station area development should be included in the station area plan.

Significant growth is expected in large areas of California with or without an HST system. The proposed HST system, however, would be consistent with and promote the state's adopted smart growth principles[7] and could be a catalyst for wider adoption of smart growth principles in communities near HST stations. Well sited stations that are integrated into their communities and connected by local and regional transit will help the state realize some of the principles of AB 32 and SB 375. With strong companion policies and good planning, HST stations should encourage infill development, help protect environmental and agricultural resources by encouraging more efficient land use, and minimize ongoing cost to taxpayers by making better use of our existing infrastructure.

The Authority's selection of station locations and the timing of station development would consider adherence to the principles in the section, as well as the findings of the associated environmental documentation. In pursuing its objective of providing a profitable and successful HST, the Authority will use its resources, both financial and otherwise, to encourage the local government authority with development jurisdiction at and around potential HST stations to take the following steps:

- In partnership with the Authority, develop a station area plan[8] for all land within a half mile of the HST pedestrian entrance that adheres to the station area development principles (described above).
- Use a community planning process to plan the street, pedestrian, bicycle environment, transit facilities, parks and open spaces, and other amenities.
- Incorporate the station area plan through amendment of the city or county general plan and zoning.
- Use community planning processes to develop regional plans and draft conformance amendments to general plans, which would focus development in existing communities and would provide for long-term protection of farmland, habitat, and open space.
- Identify opportunities to preserve local culture, character, and sense-of-place while still meeting other policy principles.

[7]As expressed in the Wiggins Bill (AB857, 2003), and in government code 65041.1.

[8]Such a plan could take the form of a specific plan pursuant to California Government Code sections 65450–65457 or a Transit Village Development Plan pursuant to California Government Code sections 65460–65460.10, which specify the content for such a plan, or another form as determined appropriate by local government.

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ATTACHMENT 2

STATION AREA PLANNING FEDERAL RAILROAD ADMINISTRATION RECOMMENDATIONS

This document is forthcoming and will be sent separately.

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ATTACHMENT 3

STATION AREA PLANNING FUNDS APPLICATION FORMAT

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INSTRUCTIONS

The Authority requests that the applicant complete this application as the first step toward a funding agreement for station area planning. This application must includes the following components:

- Cover Sheet
- Description of Proposed Station Area Planning Project
- Proposed Scope of Work (utilizing the scope of work template included as Exhibit 3A)
- Proposed Budget (utilizing the budget template included as Exhibit 3B)

A complete application is necessary for the station area planning project to receive funds. The required content for each item is included on the following pages.

Cover Sheet Information:

APPLICANT NAME	*Identify the name of the local government proposing a station area planning project*
PROJECT TITLE	*Provide a brief name for the project*
FUNDING REQUESTED	*Identify the total cost of the project, and identify the amount of federal, state, and local contributions, as well as any other funding sources that may contribute to the project*
PROJECT DURATION	*Identify the proposed project duration.*
PROJECT MANAGER	*Identify the name of the individual who will serve as project manager*
CERTIFICATIONS	*Provide signatures of the proposed Project Manager and the Authorized Representative*

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COVER SHEET

APPLICANT NAME	
PROJECT TITLE	
TOTAL FEDERAL & STATE FUNDING REQUESTED; IDENTIFICATION OF OTHER FUNDING SOURCES	

FUNDING SOURCE TYPE	
ARRA FUNDS	
PROP. 1A FUNDS	
OTHER FUNDING SOURCE(S) AND/OR TYPE(S)	
TOTAL PROJECT FUNDING	

PROPOSED PROJECT DURATION	
MANAGER FOR PROPOSED PROJECT (CONTACT FOR TECHNICAL ISSUES)	**Name:** **Address:** **Phone:** **Fax:** **Email:** **Organization:** **Position/Title:**
ADMINISTRATIVE CONTACT	**Name:** **Address:** **Phone:** **Fax:** **Email:** **Organization:** **Position/Title:**
CERTIFICATION OF PROJECT MANAGER	**To the best of my knowledge, I certify that the information contained in this funding application package is true, and discloses all requested information.** PM Signature: _____ Date: _____
CERTIFICATION OF AUTHORIZED REPRESENTATIVE	**Authorized Representative: To the best of my knowledge all information in the application is correct and complete.** Auth. Rep. Signature: _____ Date: _____

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DESCRIPTION OF PROPOSED PROJECT

Describe the proposed Station Area Planning project (no more than 5 pages). Explain how the proposed project qualifies as an eligible activity and meets or exceeds the minimum requirements identified in the Application Package for Station Area Planning Funds. Briefly describe current land use designations (general plan/zoning) and land uses in the station area. Applicants are encouraged to attach photographs of the station area.

The following outline is a guide:

I. Description of Proposed Station Area Planning Project

II. Explanation of How Activities in Proposed Project are Eligible and Meet/Exceed Minimum Requirements Described in Application Package for Station Area Planning Funds (§§ 6 and 7)

III. Description of Current Conditions/Land Use Designations in Station Area

IV. Attach photographs

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PROPOSED SCOPE OF WORK

Include a proposed scope of work. Applicants can use the scope of work template attached as Exhibit 3A as a guide for the necessary level of detail. The purpose of the proposed scope of work is to identify what tasks and subtasks will be performed to achieve the station area plan, the professional staff and subcontractors that will work on the station area planning project, deliverables, and the anticipated schedule.

CALIFORNIA
HIGH-SPEED RAIL
AUTHORITY

PROPOSED BUDGET

Include a proposed budget. Applicants can use the budge template attached as Exhibit 3B as a guide for the necessary level of detail. The purpose of the proposed budget in the application is to identify anticipated costs for tasks and subtasks by year. Applicants will be required to develop additional budget detail for the funding agreement.

EXHIBIT 3A
STATION AREA PLANNING
SCOPE OF WORK TEMPLATE

This template is intended as an example of how to develop an adequately detailed scope of work for the application that can be readily incorporated into the funding agreement. Project proponents are encouraged to develop a scope of work with tasks/subtasks and a format appropriate to their particular project.

Scope of Work: [name of local government] agrees to provide to the California High-Speed Rail Authority (CHSRA) the services identified below in each task. The services will be performed at the locations identified per task.

Task 1: Development of Station Area Planning Document(s)

[The scope of work must include a detailed description of the planning work to be performed with the funding offered. The scope of work must be for an eligible station area planning project and must meet the basic performance criteria identified in the Proposal Package. Indicate whether the project proponent will be commencing preliminary work toward a station area plan or other preliminary document (station area vision/objectives/goals), moving forward with an already-underway planning process, or bringing an already-underway process to conclusion. Identify the personnel involved and the deliverables. The product of this task will be dependent on each station's unique, local situation. Project proponents are encouraged to have the scope show how the project will be consistent with the Authority's Station Area Development Policies and the FRA's Station Area Development Recommendations, included as Attachments 1 and 2 to the Application Package.]

PERSONNEL FOR TASK/CLASSIFICATION

DELIVERABLE(S)	ANTICIPATED DELIVERABLE(S) DUE DATES

Task 2: Public Outreach/Communications

[The scope of work must include a task for public outreach as part of the station area planning process. Deliverables could include informational brochures and staff presentations for public meetings or records of communications undertaken. Project proponents are encouraged to

include communication with a broad array of local interested stakeholders and groups in the scope of work.]

PERSONNEL FOR TASK/CLASSIFICATION

DELIVERABLE(S)	ANTICIPATED DELIVERABLE(S) DUE DATES

Task 3: Participation in Annual Meeting on HST Station Area Planning

[The scope of work must include a task for the project proponent to attend and participate in one annual meeting on station area planning for each year of the project duration. The purpose of the annual meeting would be to confer with Authority and FRA staff, and to interact with other local governments engaged in similar HST station area planning efforts. This annual meeting would be held in Sacramento.]

PERSONNEL FOR TASK/CLASSIFICATION

DELIVERABLE(S)	ANTICIPATED DELIVERABLE(S) DUE DATES

Task 4: Communications with Authority and FRA Staff

[The scope of work must include a task for the project proponent to participate in quarterly meetings, conference calls, or webinars with Authority staff and potentially FRA staff on issues related to the station area planning project.]

EXHIBIT 3A
STATION AREA PLANNING
SCOPE OF WORK TEMPLATE

PERSONNEL FOR TASK/CLASSIFICATION

DELIVERABLE(S)	ANTICIPATED DELIVERABLE(S) DUE DATES

Task 5: Quarterly Reporting

[The scope of work must include a task for development and submittal of quarterly progress reports. A sample form of quarterly report will be provided to the project proponent in conjunction with a funding agreement.]

PERSONNEL FOR TASK/CLASSIFICATION

DELIVERABLE(S)	ANTICIPATED DELIVERABLE(S) DUE DATES
Quarterly Reports	The precise due dates for quarterly reports will be determined as part of finalizing a funding agreement.

Task 6: Subcontracts

[The scope of work may include a task description for subcontracts if specific work must be subcontracted to support station area planning. Examples might include architectural, transportation planning, or development/planning expertise. Subcontractors could include, but are not necessarily limited to, other government agencies such as transit agencies and regional/transportation planning agencies. Deliverables could include copies of the specific deliverables identified for each subcontract.]

EXHIBIT 3A
STATION AREA PLANNING
SCOPE OF WORK TEMPLATE

PERSONNEL FOR TASK/CLASSIFICATION

DELIVERABLE(S)	ANTICIPATED DELIVERABLE(S) DUE DATES

Tasks 7 – etc.: **Other Planning Activities**

[The scope of work may include task descriptions for other activities, depending on the local government project proposal. Compliance with the California Environmental Quality Act and other environmental laws, as necessary, may be included.]

PERSONNEL FOR TASK/CLASSIFICATION

DELIVERABLE(S)	ANTICIPATED DELIVERABLE(S) DUE DATES

Project Technical Representatives: Project Proponent's and CHSRA's representatives during the term of this funding agreement will be:

California High-Speed Rail Authority	Local Government:
Name: Lupe Jimenez	Name:
Address: 925 L Street, Suite 1425	Address:
Phone: (916) 384-9523	Phone:
Fax:	Fax:
Email: ljimenez@hsr.ca.gov	Email:

EXHIBIT 3A
STATION AREA PLANNING
SCOPE OF WORK TEMPLATE

Project Administrative Representatives: Project Proponent's and CHSRA's representatives during the term of this funding agreement will be:
Direct all inquiries to:

California High-Speed Rail Authority	Local Government:
Section/Unit: Contracts Unit	Section/Unit:
Attention: Elizabeth Stone	Attention:
Address: 925 L Street, Suite 1425	Address:
Phone: (916) 324-1541	Phone:
Fax:	Fax:
Email: estone@hsr.ca.gov	

EXHIBIT 3B
STATION AREA PLANNING
BUDGET TEMPLATE

This template provides an example of how to develop an adequately detailed budget for the application. More detailed budget information will be required for the funding agreement. The Authority will provide electronic budget spreadsheets to applicants in conjunction with developing the funding agreement.

Summary Project Budget		Professional Services	Materials, Equipment	Travel	Subcontracts	Other	Total Task Costs
Task 1 – Develop Station Area Plan Documents	Subtask 1a Planning	$	$	$	$	$	$
	Subtask 1b Outreach	$	$	$	$	$	$
Task 2 – Public Outreach	Subtask 2a	$	$	$	$	$	$
	Subtask 2b	$	$	$	$	$	$
Task 3 – Annual Meeting		$	$	$	$	$	$
		$	$	$	$	$	$
Task 4 – Meetings with the Authority / FRA		$	$	$	$	$	$
		$	$	$	$	$	$
Task 5 – Quarterly Reporting		$	$	$	$	$	$
		$	$	$	$	$	$
		$	$	$	$	$	$
		$	$	$	$	$	$
TOTAL COST YEAR 1							
TOTAL COST YEAR 2							
TOTAL COST YEAR 3							
						TOTAL PROJECT COST	

CALIFORNIA
HIGH-SPEED RAIL
AUTHORITY

ATTACHMENT 4

SAMPLE FORM OF FUNDING AGREEMENT

STATE STANDARD TERMS AND CONDITIONS

FEDERAL STANDARD TERMS AND CONDITIONS

The sample funding agreement in this attachment is representative of the form and the terms & conditions that will be used in the eventual funding agreement. Some terms and conditions may be adjusted and the Authority will provide updated information if adjustments to terms and conditions are made.

CALIFORNIA HIGH SPEED RAIL AUTHORITY

HIGH-SPEED TRAIN STATION AREA
PLANNING AND FUNDING AGREEMENT

between
THE HIGH SPEED RAIL AUTHORITY and
THE CITY AND/OR COUNTY OF _____

1. **Agreement Purpose**: This agreement ("Agreement") is entered into between ***City and/or County of*** _____ ("City") and the California High-Speed Rail Authority ("Authority") for the purpose of furthering the Authority's High-Speed Train Station Area Planning and Development Policies and the goals of the Authority's federal partner the Federal Railroad Administration ("FRA"), and furthering the City's related planning and development goals.

2. **Agreement Funding**: Funding for this Agreement is being provided by the Authority (using its own funds and funds provided by the FRA). The planning work being supported by this Agreement will be funded from the following sources (including FRA, CHSRA, local and other sources, including as necessary to meet match requirements):

Funding Source	Funding Type	Amount

3. **Term**. The term of this Agreement shall be from _____ to _____, unless terminated earlier by the Authority or City as may be permitted by this Agreement.

4. **Assignment/Non-Transferability of Funding**. The funding under this Agreement is specific to City and the project described in Exhibit A, Scope of Work. This funding is not transferable or assignable to another project, and may not be assigned to another entity without the Authority's prior written permission. The funding may be used to hire subcontractors or other government entities, as may be provided in Exhibits A and/or B.

5. **Indemnification.** City agrees to indemnify, defend and save harmless the Authority, its officers, agents and employees from any and all claims and losses accruing and resulting to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with this agreement, and from any and all claims and losses accruing or resulting to any

person, firm or corporation who may be injured or damaged by the City in the performance of work under this award.

6. **Review and Disclaimer**. Review by the Authority of the design, operation, or maintenance of City's project or related facilities shall not constitute any representation as to the economic or technical feasibility, operational capacity or reliability of such facilities. City shall in no way represent to any third party that the Authority's review of City's project is a representation by the Authority as to the project's economic or technical feasibility, operational capability, or reliability. City is solely responsible for its project's economic and technical feasibility, operational capability, and reliability.

7. **Project Schedule**. City shall complete the project milestones by the dates identified in the schedule in Exhibit A, or the Authority-approved changes or delays thereto (such approvals must be in writing). Failure to do so may result in City's funding award being canceled or reduced for cause as specified herein.

8. **Eligibility Status.** City has provided evidence of project eligibility as specified in the Proposal Package and must continue to be eligible to receive funding under this Agreement. Failure to do so may result in City's funding award being canceled or reduced for cause as specified herein.

9. **Funding Cancellation.** City acknowledges that its funding award or funding award payments may be reduced or canceled for cause if the project is not consistent with this Agreement.

10. **Reporting**. City acknowledges its obligation to submit quarterly progress reports as specified in Exhibit A.

11. **Invoicing**. City shall invoice for payments under this Agreement in accordance with the procedures specified in the budget documents at Exhibits B and B.1.

12. **Records Retention**. Unless stated otherwise in Exhibits to this Agreement, City shall:

    - keep all records relating to and verifying the accuracy of information stated in an invoice for payment submitted pursuant to this Agreement for a period not less than three years after the end of the calendar year in which payment for the invoice is made; and

- keep all records relating to and verifying the accuracy of information stated reports submitted to the Authority pursuant this Agreement for a period not less than three years after the end of the calendar year in which the report is submitted.

13. **City Contact Information.** City's Contact under this Agreement shall be _____. Any notice to City under this Agreement shall be forwarded to the contact at the following address:

    _____ ***(Name)***
    _____ ***(Title)***
    _____ ***(City or County)***
    _____ ***(Address)***
    _____ ***(City, State, Zip)***

    Copies of notices to City under this Agreement shall also be mailed to:

    _____ ***(Name)***
    _____ ***(Title)***
    _____ ***(City or County)***
    _____ ***(Address)***
    _____ ***(City, State, Zip)***

14. **Authority Contact.** The Authority's contact under this Agreement shall be _____. Any notice to the Authority under this Agreement shall be forwarded to the Authority contact at the following address:

    California High Speed Rail Authority
    925 L Street, Suite 1425
    Sacramento, California 95814
    Attn: _____

15. **CEQA Review.** The Authority and City separately each has considered the applicability of the California Environmental Quality Act (CEQA) to this funding Agreement and the project. The Authority and City each has concluded that entry into this Agreement is exempt from CEQA as a feasibility and planning study under CEQA Guidelines (14 Cal. Code Regs) §15262 and as a mere funding mechanism for such feasibility and planning study. The Parties acknowledge that adoption by the City of any land use plans (the parameters of which are currently unknown) developed pursuant to this Agreement, such that the adopted plan

would have legally binding effect on future activities, would be subject to CEQA review by the City.

16. **Evolving Station Location Selection.** City acknowledges that the Authority and FRA have not made final station location/selection decisions. Accordingly, City understands that the Authority may, at any time, suspend or terminate funding and/or terminate this Agreement, if events subsequent to execution of this Agreement render continued funding no longer in furtherance of the Authority's and FRA's plans for the high-speed rail network.

17. **Understanding of HST Station Area Development Guidelines, other Elements of the Proposal Package and Their Application.** City warrants that it has read and understands the Authority's HST Station Area Development Guidelines and other elements of the Proposal Package, and acknowledges that these Guidelines and elements govern the payment of any funds under this Agreement (subject to Paragraph 1 of this Agreement). Accordingly, City authorizes the Authority to cancel or reduce City's funding or funding payments for reasonable cause, to conduct random audits of City's invoices, to conduct inspections of City's facilities and books as part of these audits, to initiate enforcement actions to recover any funding payments the City was not otherwise entitled to receive, to initiate investigations of City to verify fraud or misrepresentation in connection with City's application for or receipt of funding, or to take other action to properly manage the funds allocated by the Authority and FRA for these planning purposes.

18. **Exhibits.** The following Exhibits are a part hereof and are hereby incorporated:
    - Exhibit A – scope of work
    - Exhibit B – detailed project budget
    - Exhibit B.1 – budget terms and payment provisions
    - Exhibit C – standard state terms and conditions
    - Exhibit D – federal terms and conditions

19. **Law Governing**. This Agreement shall be interpreted, governed and construed under the laws of the State of California.

Funding Award Agreement 10-XX
California High Speed Rail Authority and
City and/or County of _____

California High Speed Rail Authority

_____

Roelof van Ark
Chief Executive Officer

Dated: _____

City or County Name

_____

Signator Name
Signator Title

Dated: _____

AMOUNT ENCUMBERED BY THIS DOCUMENT $	PROGRAM/CATEGORY (CODE AND TITLE) AARA		FUND TITLE	
ADJUSTMENT TO PRIOR ENCUMBERANCE FOR THIS AGREEMENT $ -0-	ITEM	CHAPTER	STATUTE	FISCAL YEAR
TOTAL AMOUNT ENCUMBERED TO DATE $	OBJECT OF EXPENDITURE (CODE AND TITLE)			
SIGNATURE OF ACCOUNTING OFFICER			DATE	

GTC 610

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its 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 (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) 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. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
a. The Government Code Chapter on Antitrust claims contains the following definitions:
1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies 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.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS

1. **ARRA FUNDED PROJECT:** Funding for this contract has been provided through the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. All contractors, including both prime and subcontractors, are subject to audit by appropriate federal or State of California (State) entities. The State has the right to cancel, terminate, or suspend the contract if any contractor or subcontractor fails to comply with the reporting and operational requirements contained herein.

2. **ENFORCEABILITY:** Contractor agrees that if Contractor or one of its subcontractors fails to comply with all applicable federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.

3. **PROHIBITION ON USE OF ARRA FUNDS:** Contractor agrees in accordance with ARRA, Section 1604, that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pools.

4. **REQUIRED USE OF AMERICAN IRON, STEEL AND OTHER MANUFACTURED GOODS:** Contractor agrees that in accordance with ARRA, Section 1605, neither Contractor nor its subcontractors will use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Contractor understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.

5. **WAGE RATE REQUIREMENTS:** In accordance with ARRA, Section 1606, the Contractor assures that it and its subrecipients shall fully comply with said Section and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the federal government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 or 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 3145 of Title 40, United States Code.

6. **INSPECTION OF RECORDS:** In accordance with ARRA Sections 902, 1514 and 1515, Contractor agrees that it shall permit the State of California, the United States Comptroller General or his representative or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by the ARRA. Contractor shall include this provision in all of the contractor's agreements with its subcontractors from whom the contractor acquires goods or services in its execution of the ARRA funded work.

7. **WHISTLEBLOWER PROTECTION:**
Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-federal Contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds. Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

8. **FALSE CLAIMS ACT:** Contractor agrees that it shall promptly notify the State and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

9. **REPORTING REQUIREMENTS:** Pursuant to Section 1512 of the ARRA, in order for state agencies receiving ARRA funds to prepare the required reports, Contractor agrees to provide the awarding state agency with the following information on a monthly (quarterly) basis:

   a. The total amount of ARRA funds received by Contractor during the Reporting Period;

   b. The amount of ARRA funds that were expended or obligated during the Reporting Period;

   c. A detailed list of all projects or activities for which ARRA funds were expending or obligated, including:

SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS

(i.) The name of the project or activity;

(ii.) A description of the project or activity;

(iii.) An evaluation of the completion status of the project or activity; and

(iv.) An estimate of the number of jobs created and /or retained by the project or activity;

d. For any contracts equal to or greater than $25,000:

(i.) The name of the entity receiving the contract;

(ii.) The amount of the contract;

(iii.) The transaction type;

(iv.) The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;

(v.) The Program source;

(vi.) An award title descriptive of the purpose of each funding action;

(vii.) The location of the entity receiving the contract;

(viii.) The primary location of the contract, including the city, state, congressional district and country;

(ix.) The DUNS number, or name and zip code for the entity headquarters;

(x.) A unique identifier of the entity receiving the contract and the parent entity of Contractor, should the entity be owned by another; and

(xi.) The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; 2) $25M or more in annual gross revenue from Federal awards and; 3) if the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of Internal Revenue Code of 1986.;

e. For any contracts of less than $25,000 or to individuals, the information required above may be reported in the aggregate and requires the certification of an authorized officer of Contractor that the information contained in the report is accurate.

Any other information reasonably requested by the State of California or required by state or federal law or regulation.

Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at www.FederalReporting.gov. The additional requirements will be added to this contract(s).