CAPITOL CORRIDOR JOINT POWERS AUTHORITY
MEETING OF THE BOARD OF DIRECTORS
Wednesday, November 17, 2021 | 10:30 a.m. | Virtual

Due to social distancing regulations in place, public participation will be via teleconference only.

You may join the CCJPA Board Meeting via Zoom as follows:

- Call 1-669-900-6833.
- Enter access code 836 5190 6289.

You may watch the Board Meeting live at www.capitolcorridor.org/ccjpa-board.

The full agenda packet, supplemental materials, and presentation materials will be available for download at www.capitolcorridor.org/ccjpa-board.

You may submit a public comment via the following methods:

1) Submit written comments:
   - Send email to ccjpaboard@capitolcorridor.org.
   - Indicate "Public Comment" as the subject line.
   - Please submit your comments as far in advance as possible. Emailed comments received by 2:00 pm on Tuesday, November 16th will be provided to the Board in advance of the meeting and will be included as part of the permanent Meeting record. Comments received after that time will be provided to the Board following the Meeting; *or*
2) Submit verbal comments:
   - Call 1-669-900-6833.
   - Enter access code 836 5190 6289.
   - Dial *9 to raise your hand when you wish to speak.
   - Public comment is limited to three (3) minutes per person, per item.

AGENDA

I.	Call to Order	
II.	Roll Call and Pledge of Allegiance	
III.	Report of the Chair	
IV.	Continuation of Virtual Meetings During the COVID-19 Pandemic	*Action*
V.	Consent Calendar	*Action*
	1. Approval of Minutes of the September 15, 2021 Meeting	
	2. Stege Crossover and Signal Upgrade Project: Budget Modification	
VI.	Action and Discussion Items	
	1. COVID-19 Vaccine Mandate and Schedule Adjustment	*Info*
	2. CCJPA FY 2021-22 Budget Modification – Amtrak Operations and California Integrated Travel Program (Cal-ITP) Contactless Payment Terminals	*Action*
	3. CCJPA/Amtrak Operations FY 2021-22 Operating Agreement	*Action*
	4. California Integrated Travel Program (Cal-ITP) Extending with SC Soft for Monterey-Salinas Transit (MST) Minimum Viable Product (MVP)	*Action*
	5. California Integrated Travel Program (Cal-ITP) - Amendment to Increase Capacity of Xentrans Contract	*Action*
	6. Capitol Corridor Annual Performance Report (FY 2020-21)	*Info*
	7. Legislation and Funding – State and Federal Update	*Info*
	8. State Rail Plan Update	*Info*

9. Capital Project Update - Link21 *Info*
10. Managing Director's Report *Info*
11. CCJPA Project and Program Updates *Info*
    a. Renewable Diesel
    b. Connecting Bus Service for Martinez
    c. South Bay Connect
    d. Sacramento to Roseville Third Track
    e. California Passenger Display System (CalPIDS)
    f. Davis Crossover and Signal Replacement
    g. 30% Discount and Flexible Fares
    h. Marketing and Communications Activities

VII. Board Director Reports

VIII. Public Comment

IX. Adjournment. Next Meeting Date: 10:00 a.m., February 16, 2022 – Location TBD

The CCJPA Board reserves the right to take action on any agenda item. Consent calendar items are considered routine and will be enacted, approved, or adopted by one motion unless a request for discussion or explanation is received from a CCJPA Board Director or from a member of the audience.

Item IV

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

MEMORANDUM

TO: Capitol Corridor Joint Powers Authority Board **DATE:** November 12, 2021

FROM: Robert Padgette
Managing Director, CCJPA

SUBJECT: Continuation of Virtual Meetings During the Pandemic

PURPOSE
For the CCJPA Board to take necessary actions under AB 361 to continue to hold virtual Board of Directors meetings during the pandemic as authorized by law in accordance with Government Code Section 54953(e) and other applicable provisions of the Ralph M. Brown Act.

BACKGROUND
On September 20, 2021, Governor Gavin Newsom signed executive order N-15-21 waiving the application of AB 361 until October 1, 2021, when the provisions of a prior executive order that established certain requirements for public agencies to meet remotely during the COVID-19 emergency will expire.

AB 361 was signed into law on September 17, 2021 and allows for fully virtual board meetings during a state of emergency. AB 361 had an urgency clause for the statutes to take effect immediately, and it amends Section 54953 of the Brown Act to allow virtual board meetings through January 1, 2024 in any of the following circumstances:

1. The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
2. The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
3. The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

These circumstances allow agencies to hold entirely virtual board meetings during the current pandemic, while California is in a proclaimed state of emergency. The previous teleconference rules under the Brown Act also remain in place but are not as flexible.

Most importantly, in order to continue to hold virtual meetings when a state of emergency remains active, the board must make findings every 30 days that 1) the board has reconsidered the circumstances of the state of emergency and 2) the state of emergency continues to directly impact the ability of the members to meet safely in person or state or local officials continue to impose or recommend measures to promote social distancing.

RECOMMENDATION

The SCG recommends that the CCJPA Board authorizes the legislative and subordinate legislative bodies to utilize the provisions enacted by AB 361 to meet remotely with teleconferenced meetings during a proclaimed emergency as authorized by law in accordance with Government Code Section 54953(e) and other applicable provisions of the Ralph M. Brown Act.

Motion: The CCJPA Board adopts the attached resolution.

BEFORE THE
CAPITOL CORRIDOR JOINT POWERS AUTHORITY
BOARD OF DIRECTORS

In the Matter of Authorizing
the District's legislative and subordinate
legislative bodies to utilize the provisions
enacted by AB 361 to meet remotely
with teleconferenced meetings
during a proclaimed emergency as
authorized by law in accordance with
Government Code Section 54953(e)
and other applicable provisions of the
Ralph M. Brown Act.

Resolution No. 21-24

WHEREAS, meetings of the Capitol Corridor Joint Powers Authority are subject to the provisions of the Ralph M. Brown Act ("Brown Act"), the State's local agency public meeting law (Cal. Gov. Code 54950-549630, to ensure that the public can attend, watch, be informed about and participate in the affairs of the District as its legislative bodies conduct their proceedings; and

WHEREAS, the arrival of the COVID-19 pandemic in 2020 brought shelter-in-place orders from public health officials which prohibited the normal congregation of public officials and members of the public to meet in the manner contemplated by the Brown Act; and

WHEREAS, this condition caused Governor Newsom to issue Executive Orders N-25-20, N-29-20 and N-35-20 that collectively modified certain requirements of the BrownAct so as to permit remote participation in public "virtual meetings" while still facilitating genuine "safe" public participation and governmental transparency; and

WHEREAS, on June 11, 2021, the Governor issued Executive Order N-08-21 which rescinds the aforementioned modifications made to the Brown Act, effective September30, 2021, after which local agencies are required to observe all the usual Brown Act requirements as they existed prior to the issuance of the Governor's Executive Orders; and

WHEREAS, Assembly Bill 361, introduced in February 2021and passed on September 10, 2021 provides local agencies with the ability to meet remotely during gubernatorially proclaimed "state emergencies" under modified Brown Act requirements in a manner akin to the Governor's Executive Orders; and

WHEREAS, the State has authorized the continuation and/or resumption of such remote teleconferencing upon meeting certain established criteria and conditions; and

WHEREAS, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code Section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the State causedby conditions as described in Government Code Section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster,or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting inperson would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist along the Capitol Corridor route, specifically a state of emergency has been proclaimed due to the continuing effects of COVID-19 and its variants, which present an imminent risk to the health and safety of public meeting attendees which has continued since the Governor's Proclamation of a state of emergency on March 4, 2020 tothe present day; and

WHEREAS, Federal, State and local health officials recognize that social distancing measures are still one of the most effective means of addressing the imminent risk to health and safety of public meeting attendees during the current state of emergency; and

WHEREAS, the Board of Directors does hereby find that COVID-19 and its variants have caused, and will continue to cause during the Governor's proclaimed state of emergency, conditions of peril to the safety of persons within the Capitol Corridor route that are likely to be beyond the control of services, personnel, equipment, and facilities of the Capitol Corridor and its Managing Agency,and

WHEREAS, the Board of Directors desires to proclaim a local emergency and ratify the proclamation of the state of emergency by the Governor of the State of California, and

WHEREAS, AB 361 addresses "meetings of a legislative body of a local agency as those terms are defined," and Government Code Section 54952 defines "legislative body" to include subordinate legislative bodies, and

WHEREAS, as a consequence of the local emergency, the legislative and subordinate legislative bodies of the District may be directed to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code Section 54953, as authorized by subdivision (e) of Section 54953 with the further directive that such legislative and subordinate legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of Section 54953; an

WHEREAS, all appropriate measures are otherwise being taken to ensure public participation and public access to the CCJPA's Brown Act governed meetings including the swift resolution of any remote meeting disruption (e.g. a public comment line unexpectedly disconnects, a meeting agenda was sent out with the incorrect web link ordial-in information, the agency's internet connection is interrupted, etc.) before proceeding to take further action on items appearing on a meeting agenda; and

WHEREAS, these appropriate measures include allowing the public an opportunity to provide public comment directly - that is, live and at any point prior to public comment being officially closed during a public meeting (although comments may also be made inadvance of a meeting indirectly, orally, written, or otherwise); and

NOW, THEREFORE, BE IT RESOLVED that the CCJPA Board of Directors does hereby resolve as follows:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the Capitol Corridor route, and social distancing still appears necessary in order to avoid face-to-face in-person meetings from presenting an imminentrisk to the public health of the community.

Section 3. Ratification of the Governor's Proclamation of a State of Emergency. The CCJPA Board hereby ratifies the Governor of the State of California's Proclamation of a State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. The Executive Director and legislative and subordinate legislative bodies of the CCJPA are hereby authorized and directed to take all actions necessary to carry out the intent andpurposes of this Resolution including, conducting open and public meetings in accordance with Government Code Section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code Section 54953(e)(3) to extend the time during which the legislative and subordinate legislative bodies of the CCJPA may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

# # #

ACTION: **DATE:**	**ATTEST:**
Ayes:	
Noes:	**Jacqueline R. Edwards** **Secretary**
Abstain:	

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

Regular Board Meeting

Capitol Corridor Joint Powers Authority Board of Directors
DRAFT Minutes of the 124th Meeting
September 15, 2021

The 124th meeting of the Board of Directors of the Capitol Corridor Joint Powers Authority (CCJPA) was held at 10:01 a.m., Wednesday, September 15, 2021, via teleconference, pursuant to Governor Gavin Newsom's Executive Order N-08-21. Chair Saylor presided; Jacqueline R. Edwards, Recording Secretary.

I. Call to Order. Chair Saylor called the meeting to order at 10:02 a.m.

II. Roll Call and Pledge of Allegiance.

Directors present: Don Saylor, Yolo County Transportation District (YCTD); Debora Allen, San Francisco Bay Area Rapid Transit District (BART); Lucas Frerichs, YCTD; Lisa Gillmor, Santa Clara Valley Transportation Authority (SCVTA); Jim Holmes, Placer County Transportation Planning Agency (PCTPA); Bruce Houdesheldt, PCTPA; Janice Li, BART; Harry Price, Solano Transportation Authority (STA); Robert Raburn, BART; Rebecca Saltzman, BART; Jim Spering, STA; Jeff Harris, Sacramento Regional Transit District (SRTD); and Patrick Kennedy, SRTD.

Absent: Directors Bevan Dufty, BART, Kerri Howell SRTD, and Steve Miller, SRTD.
Directors Raul Peralez, SCVTA, and John McPartland, BART, entered the Meeting later.

III. Report of the Chair. Chair Saylor gave instructions on the virtual meeting, accessing presentation materials online, Public Comments, and Board Members' remarks. Chair Saylor gave remarks regarding continuing to have virtual meetings.

IV. Consent Calendar.

Director Peralez entered the Meeting.

Director Saltzman moved the adoption of Item IV.1, Approve Minutes of the June 16, Meeting; IV.2 Approve Minutes of the June 30, Meeting; Item IV.3 2022 CCJPA Board of Directors Meeting Schedule, and Item IV.4 CCJPA – SJJPA – LOSSAN – Caltrans Joint Powers Agreement. Director Raburn seconded the motion.

The motions brought by Director Saltzman and seconded by Director Raburn were carried by unanimous roll call vote. Ayes: 13 – Directors Saylor, Peralez, Allen, Frerichs, Gillmor, Holmes, Houdesheldt, Li, Price, Raburn, Saltzman, Spering, Harris, and Kennedy. Noes: 0. Absent: 4 – Directors Dufty, Howell, McPartland, and Miller.

V. Action and Discussion Items.

1. CCJPA FY 2021-22 Budget – Operations, Administration, Marketing, Information/Customer Support Services, and Supplemental Allocations. Robert Padgette, Managing Director, gave opening remarks. Catherine Relucio, Manager of Budget and Administration, presented the item, highlighting the CCJPA Fiscal Year (FY) 2021-2022 Annual CalSTA Allocation; CCJPA Administrative Management; CCJPA Supplemental Allocations; and CA IPR Supplemental Allocations.

Chair Saylor invited questions or comments from the Board on item V.1

The item was discussed.

Chair Saylor invited comments from the Public on Item V.1. Mike Barnbaum and Roland Lebrun addressed the Board.

Director McPartland entered the Meeting.

Director Frerichs moved the adoption of Resolution No. 21-21, In the Matter of Adopting the Capitol Corridor Joint Powers Authority Fiscal Year 2021-2022 Budget. Director Price seconded the motion, which was carried by a unanimous roll call vote.

Ayes: 15 – Directors Saylor, Peralez, Allen, Frerichs, Gillmor, Holmes, Houdesheldt, Li, McPartland, Price, Raburn, Saltzman, Spering, Harris, and Kennedy. Noes: 0. Absent: 3 – Directors Dufty, Howell, and Miller.

2. FY 2021-22 Marketing & Communications Plan and Advertising Agreement. Managing Director Padgette gave opening remarks. Priscilla Kalugdan, Manager of Capitol Corridor Marketing and Communications, presented the item, highlighting the customer engagement and public outreach; FY22 Ridership Recovery Marketing Plan; and the funds that would cover Advertising Support Services for the remainder of the year.

Chair Saylor invited questions or comments from the Board on item V.2.

The item was discussed.

Chair Saylor invited questions or comments from the Public on Item V.2. Mike Barnbaum addressed the Board.

Director Raburn moved the adoption of Resolution No. 21- 22, In the Matter of Authorizing the Activation of Year 2 of a Three-Year Option with the current advertising agency for services to support the CCJPA's FY 2021-22 Marketing and Communications Plan. Director Gillmor seconded the motion, which was carried by a unanimous roll call vote.

Ayes: 15 – Directors Saylor, Peralez, Allen, Frerichs, Gillmor, Holmes, Houdesheldt, Li, McPartland, Price, Raburn, Saltzman, Spering, Harris, and Kennedy. Noes: 0. Absent: 3 – Directors Dufty, Howell, and Miller.

3. Federal and State Grants for the Sacramento to Roseville Third Mainline Track, Phase One Project. Jim Allison, Manager of Planning, presented the item, highlighting the Funding Plan.

Chair Saylor invited questions or comments from the Board on item V.3.

The item was discussed.

Director Kennedy left the Meeting.

Director Holmes moved the adoption of Resolution No. 21- 23, In the Matter of Authorizing the CCJPA Executive Director or designee to apply for state and federal funding grants and utilize such funds, if awarded, for the purpose of completing construction for Phase One of the Sacramento to Roseville Third Track Project. Director Houdesheldt seconded the motion, which was carried by a unanimous roll call vote.

Ayes: 14 – Directors Saylor, Peralez, Allen, Frerichs, Gillmor, Holmes, Houdesheldt, Li, McPartland, Price, Raburn, Saltzman, Spering, and Harris. Noes: 0. Absent: 4 – Directors Dufty, Howell, Miller, and Kennedy.

Director Gillmor and Director Harris exited the meeting.

4. State and Federal Legislative and Funding Update. Managing Director Padgette presented the item, highlighting the Federal Reauthorization Proposed Infrastructure and Investment Jobs Act and the benefits to the Capitol Corridor Service, and Capitol Corridor Federal Legislative Outreach with national partners.

Chair Saylor invited questions or comments from the Board and the Public on item V.4. No comments were received.

5. Capital Projects Update – Link21 Spotlight. Managing Director Padgette gave opening remarks and introduced Camille Tsao, Capitol Corridor Manager of Special Projects, who presented the item, highlighting the Link21 Outreach Update, including the workshops, stakeholders, and Round 2 outreach in Fall 2021; and the Program Concept Development. Tsao, Capitol Corridor Manager of Special Projects introduced Andrew Tang, BART Manager of Special Projects, who highlighted the connecting markets throughout the Megaregion; market analysis versus demand forecasting; and key considerations/ assumptions that included induced trips, estimated rail potentials, travel patterns, and scenarios. Tang, BART Manager of Special Projects, introduced Sadie Graham, BART Capital Project Manager. Graham, BART Capital Project Manager continued to highlight the upcoming Stage Gates and the Board's next steps.

Chair Saylor invited questions or comments from the Board on Item V.5.

Item was discussed.

Chair Saylor invited questions or comments from the Public on Item V.5.

Roland Lebrun addressed the Board.

6. Annual On Board Survey Results (June 2021). Managing Director Padgette gave opening remarks and introduced Kalugdan, Manager of Capitol Corridor Marketing and Communications, presented the item, highlighting the overall satisfaction comparison, tickets, usage, and demographics.

Chair Saylor invited questions or comments from the Board on Item V.6.

Item was discussed.

7. California Integrated Travel Program (Cal ITP). Managing Director Padgette introduced Allison, Manager of Planning, who presented the item, highlighting the California Integrated Travel Project – Progress Update; project funding; and the transit rider journey. Allison, Manager of Planning, introduced Jeremy Dalton, Xentrans, who highlighted the program plan objectives; the high-level project approach; and contactless payments. Allison, Manager of Planning gave closing remarks.

Chair Saylor invited questions or comments from the Board on Item V.7.

Item was discussed.

Chair Saylor invited comments for Items V.7. Roland Lebrun and Mike Barnbuam addressed the Board.

8. Managing Director's Report. Managing Director Padgette discussed Capitol Corridor's ridership and service performance; trespasser fatalities; the Customer Service Report; and the Healthy and Safety update.

Item was discussed.

9. Work Completed and 10. Work in Progress. Managing Director Padgette announced that Items V.9 and V.10 would be brought before the public for comments and questions.

Chair Saylor invited comments for Items V.9 and V.10. No comments were received.

VI. Board Member Reports. Chair Saylor invited Board Member reports. No reports were received.

VII. Public Comment. Chair Saylor invited comments from the public.

Mike Barnbuam and Roland Lebrun addressed the Board.

Chair Saylor gave closing remarks.

VIII. Adjournment. The Meeting adjourned at 11:56 a.m.

Next Meeting Date: 10:30 a.m., November 17, 2021.

Item V.2 (Consent)

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

MEMORANDUM

TO: Capitol Corridor Joint Powers Authority Board **DATE:** November 12, 2021

FROM: Robert Padgette
Managing Director, CCJPA

SUBJECT: Budget Modification: Stege Crossover and Signal Upgrade Project

PURPOSE
For the CCJPA Board to authorize a revised scope and budget modification for the Stege Crossover and Signal Upgrade Project.

BACKGROUND
The CCJPA Board, through Resolutions 19-09 (June 19, 2019) and 21-15 (June 2021), authorized a budget to improve the railroad crossovers and signal system at Stege CA (the "Project"). The resolutions authorized a budget of $5,346,000 from a combination of Public Transportation Account (PTA) funds and State Rail Assistance funds for CCJPA's cost share for the Project.

Stege is located between Richmond and Berkeley along the Union Pacific Railroad mainline. The project scope proposes the replacement of two existing slow-speed crossovers with compatible higher-speed crossovers as well as upgrade of the existing signal system within the control point at Stege. Two of the existing crossovers at Stege are limited to 10 miles per hour (MPH) diverging speed; the other two are capable of 40 MPH diverging speed. With higher diverging speeds up to 40 MPH, trains using this crossover will be subject to less delays between Richmond and Berkeley which will result in greater on-time performance reliability for Capitol Corridor trains and improved passenger satisfaction.

Revised Project Budget and Funding Plan
The Union Pacific Railroad (UPRR) has been working diligently to plan and execute this project. UPRR has concluded that additional temporary grading will be needed during the construction phase to facilitate the installation of the track crossovers, which will result in an increase in total project costs from $6,266,000 to $6,470,000.

Because the upgrade of the track crossovers primarily benefits the passenger service, the Capitol Corridor would be responsible for the cost of the track improvements. CCJPA and UPRR have agreed to share the cost of the signal system improvement for the amount of $920,000 each. Therefore, the CCJPA's fund share for this project would be $5,550,000, which includes the prior approved budget of $5,346,000. Staff has identified $204,000 of State Rail Assistance (SRA) funds to make up the funding difference.

The proposed funding plan for the Project is:

Funding Source	Approved Budget Jun 2021	Modified Budget Nov 2021
Partner Contribution		
UPRR Funding	$920,000	$920,000
CCJPA Contribution		
Public Transportation Account (PTA)	$1,050,000	$1,050,000
State Rail Assistance Cycle 1	$1,176,000	$1,176,000
State Rail Assistance Cycle 2 - *pending*	$1,100,000	$3,324,000
FY 2021 PTA - *Not funded*	$2,020,000	$0
Total CCJPA Contribution	**$5,346,000**	**$5,550,000**
Total Project Budget	**$6,266,000**	**$6,470,000**

RECOMMENDATION

The SCG recommends that the CCJPA Board approve a budget of not-to-exceed $5,550,000 to implement the Project and authorize the CCJPA Executive Director or their designee to execute all necessary and appropriate actions and agreements for the implementation of the Project.

Motion: The CCJPA Board adopts the attached resolution.

BEFORE THE
CAPITOL CORRIDOR JOINT POWERS AUTHORITY
BOARD OF DIRECTORS

Resolution No. 21-25

Authorizing a Budget Revision for the
Stege Crossover and Signal Upgrade Project /

WHEREAS, the CCJPA Board, through Resolutions 19-09 and 21-15 previously authorized a budget of $5,346,000 to improve the railroad crossovers and signal system at Stege, CA(the "Project"); and

WHEREAS, Capitol Corridor staff have been working with the Union Pacific Railroad and have reached an agreement to increase the scope and on cost sharing for this Project; and

WHEREAS, by replacing the two slow-speed crossovers at this control point with compatible higher-speed crossovers, all diverging moves at this crossover can safely be made at 40 miles per hour; and

WHEREAS, with higher diverging speeds, trains using this crossover will be subject to less delay between Richmond and Berkeley; and

WHEREAS, the result will be greater on-time performance reliability for Capitol Corridor trains and thus greater passenger satisfaction; and

WHEREAS, the total Project cost is now expected to be $6,470,000 with a Capitol Corridor's share of the costs being $5,550,000; and

WHEREAS, the CCJPA has identified $5,550,000 of funds that can be used to complete this Project and therefore be it

RESOLVED, that the CCJPA Board does hereby approve the revised Project budget for an amount not to exceed $5,550,000;

AND BE IT FURTHER RESOLVED, that the CCJPA Board hereby authorizes the CCJPA Executive Director or their designee to execute all necessary and appropriate actions for the implementation of the Project.

# # #

ACTION:	**DATE:**	**ATTEST:**
Ayes:		_____
Noes:		**Jacqueline R. Edwards** **Secretary**
Abstain:		

Item VI.1

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

MEMORANDUM

TO: Capitol Corridor Joint Powers Authority Board **DATE:** November 12, 2021

FROM: Robert Padgette
Managing Director, CCJPA

SUBJECT: COVID-19 Vaccine Mandate and Schedule Adjustment

At the November 17, 2021 CCJPA Board of Directors meeting, staff will provide an update on the COVID-19 Vaccine Mandate and the expectation for a potential resulting schedule adjustment in December based on staffing availability. If the schedule is not adjusted in December, a planned schedule modification will occur in January to better meet current customer ridership patterns.

RECOMMENDATION
For information and discussion.

Item VI.2

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

MEMORANDUM

TO: Capitol Corridor Joint Powers Authority Board **DATE:** November 12, 2021

FROM: Robert Padgette
Managing Director, CCJPA

SUBJECT: **CCJPA** FY 2021-22 Budget Modification: Amtrak Operations and California Integrated Travel Program (Cal-ITP) Contactless Payment Terminals

PURPOSE
For the CCJPA Board to adopt the modified CCJPA FY 2021-22 Budget for Amtrak Operations and California Integrated Travel Program (Cal-ITP) Contactless Payment Terminals based on the FY 2021-22 Supplemental Annual Business Plan Approval letter from the California State Transportation Agency (CalSTA) dated October 26, 2021.

BACKGROUND
Pursuant to the Interagency Transfer Agreement, the Secretary of California State Transportation Agency (CalSTA) is required to allocate funds in the state budget to cover the CCJPA's annual budget for the period covering July 1 to the following June 30. The CalSTA Secretary transmitted the initial FY 2022 Annual Business Plan (ABP) Approval Letter to the CCJPA on July 30, 2021 (approved September 2021, Resolution 21-21) and provided CCJPA authorization of funding in the amount of $21.95 million for all ABP line items.

On October 26, 2021, CCJPA received a supplemental ABP Approval letter (letter is included as attachment) providing $8.65 million in additional funding for Amtrak Operations as well as funding to support the California Intercity Passenger Rail Supplemental Allocation for the California Integrated Travel Program (Cal-ITP) contactless payment terminals.

Budget Item	FY 2022 Authorized Sep 2021	FY 2022 Authorized Nov 2021	FY 2022 Authorized Total
CCJPA Operations*			
Amtrak Operations	$11.07	$6.15	$17.21
CCJPA Administrative Management			
General Administrative	$ 2.96		$ 2.96
Information/Customer Services	$ 1.21		$ 1.21
CCJPA Marketing	$ 1.17		$ 1.17
CCJPA Supplemental Allocations			
Minor Capital	$ 0.50		$ 0.50
Capitalized Maintenance	$ 1.00		$ 1.00
CA IPR Supplemental Allocations			
Wi-Fi Management	$ 2.54		$ 2.54
Link 21	$ 1.50		$ 1.50
CA Integrated Travel Program Contactless Payment Terminals		$2.50	$2.50
TOTAL – CCJPA Budget	**$21.95**	**$8.65**	**$30.60**

*Amtrak Operations budget is supplemented by a carryover of federal relief funding and unexpended prior year operations funding.

In the FY 2021-22 allocation letter from CalSTA to CCJPA dated July 30, 2021, an incorrect CCJPA FY 2020 Surplus Operating Funds balance of $8.69 million was used to calculate the FY 2021-22 operations subsidy need. The correct surplus balance should have been $2.54 million. Consequently, an additional $6.15 million is allocated in the October 26th letter to pay for the estimated Amtrak Operating costs for the fiscal year. CCJPA will continue to work with CalSTA and the California Department of Transportation (Caltrans) Division of Rail and Mass Transit (DRMT) to review fiscal results and updated Operations estimates based on both the current service level and planned resumption of the Capitol Corridor service. Following those meetings, CalSTA may provide additional funding to CCJPA for FY 2021-22 based on those needs identified and the availability of State funds.

As well, included in the October 26th supplemental ABP Approval letter included an additional $2.5 million to support the installation of four Cal-ITP contactless payment terminals on each of the 84 bi-level passenger rail cars used on the Capitol Corridor and San Joaquins passenger rail services, along with payment inspection devices and related support services. Additionally, as the current efforts to deploy the Cal-ITP on intercity rail and transit advance utilizing both tasks under CCJPA contracts as well as tasks managed and funded by Caltrans, CalSTA authorizes Caltrans to provide CCJPA up to $6 million of additional operations funding through the end of FY 2022-23, which would be authorized to CCJPA at that time.

RECOMMENDATION

It is recommended that the CCJPA Board, in accordance with Section 8.1 of the Amended Joint Exercise Powers Agreement to Establish the CCJPA, authorize the additional FY 2022 Amtrak Operations funding authorized by CalSTA in the amount of $6.15 million and $2.6 million to support the Cal-ITP Contactless Payment Terminals and adopt the revised total CCJPA FY 2021-22 budget of $30.60 million.

Motion: The CCJPA Board adopts the attached resolution.

BEFORE THE
CAPITOL CORRIDOR JOINT POWERS
AUTHORITY BOARD OF DIRECTORS

In the Matter of Adopting the Budget Modification of the Fiscal Year 2022 Budget for Amtrak Operations and California Integrated Travel Program Contactless Payment Terminals

Resolution No. 21-26

WHEREAS, On July 30, 2021, the CCJPA received the FY 2021-22 Annual Business Plan (ABP) approval letter from the Secretary of the California State Transportation Agency (CalSTA) providing $21.95 million to the CCJPA to support its administrative management of the Capitol Corridor service for FY 2022; and

WHEREAS, on October 26, 2021, CCJPA received a supplemental FY 2021-22 ABP approval letter providing $8.65 million in additional funding for Amtrak Operations as well as funding to support the California Intercity Passenger Rail Supplemental Allocation for the California Integrated Travel Program (Cal-ITP) contactless payment terminals; and

WHEREAS, in the FY 2021-22 allocation letter from CalSTA dated July 30, 2021, an incorrect CCJPA FY 2020 Surplus Operating Funds balance of $8.69 million was used instead of the correct balance of $2.54 million to calculate the FY 2021-22 operations subsidy need, and therefore an additional $6.15 million is allocated in the October 26, 2021 ABP Approval letter to pay for the estimated Amtrak Operating costs for the fiscal year; and

WHEREAS, an additional $2.5 million is authorized in the October 26, 2021 ABP approval letter to support the installation of four Cal-ITP contactless payment terminals on the Capitol Corridor and San Joaquins passenger rail services, along with payment inspection devices and related support services; and

WHEREAS, CalSTA authorizes Caltrans to provide CCJPA up to $6 million of additional operations funding through the end of FY 2022-23 to support the Cal-ITP project, which would be authorized to CCJPA at that time; and therefore be it

RESOLVED that the CCJPA Board, in accordance with Section 8.1 of the Amended Joint Exercise Powers Agreement to Establish the CCJPA, authorize the additional FY 2022 Amtrak Operations funding authorized by CalSTA in the amount of $6.15 million and $2.6 million to support the Cal-ITP Contactless Payment Terminals, and adopt the revised total CCJPA FY 2021-22 budget of $30.60 million.

AND BE IT FURTHER RESOLVED, that the CCJPA Board authorize the CCJPA Executive Director or their designee to enter in all necessary agreements for the implementation of the CCJPA FY 2022 ABP as supported by the funding of the FY 2022 CalSTA ABP approval letter; and that the CCJPA Board forthwith transmit a copy of this resolution to the California State Transportation Agency, and California Department of Transportation Division of Rail and Mass Transportation.

# # #

ACTION: DATE:	ATTEST:
Ayes:	_____
Noes:	**Jacqueline R. Edwards** **Secretary**
Abstain:	

CALIFORNIA STATE TRANSPORTATION AGENCY

Gavin Newsom
Governor

David S. Kim
Secretary

915 Capitol Mall, Suite 350B
Sacramento, CA 95814
916-323-5400
www.calsta.ca.gov

October 26, 2021

Mr. Don Saylor, Chairman
Capitol Corridor Joint Powers Authority
2150 Webster Street, 3rd Floor
Oakland, CA 94612

Dear Mr. Saylor:

The California State Transportation Agency (CalSTA) is in receipt of the Capitol Corridor Joint Powers Authority (CCJPA) request for a supplemental Fiscal Year (FY) 2021-22 operations allocation to install four California Integrated Travel Project (Cal-ITP) contactless payment terminals on each of the 84 bi-level passenger rail cars used on the Capitol Corridor and San Joaquins passenger rail services, along with payment inspection devices and related support services.

Up to $2,500,000 is approved for this project that is critical to modernizing fare payment on intercity trains, based on a moderately conservative budget estimate developed from project information submitted to the California Department of Transportation (Caltrans) and based on utilization of the Department of General Services Master Service Agreement in support of the project. Should project costs come in lower due to bid savings or lower installation and support costs, the remaining resources are authorized to be expended in support of Capitol Corridor train operating costs. Should additional resources be required to complete the project based on documentable additional costs, please provide such information so that additional resources to support this important demonstration project can be encumbered.

CCJPA shall continue to work with CalSTA, Caltrans DRMT, and the California Integrated Travel Project (Cal-ITP) throughout the life of this project. This project must be complete, and all related invoices must be submitted to Caltrans before May 1, 2024. CCJPA shall provide Caltrans DRMT quarterly reports on the status of this project until complete.

Additionally, as the current efforts to deploy the California Integrated Travel Project on intercity rail and transit advance utilizing both tasks under CCJPA contracts as well as tasks managed and funded by Caltrans, CalSTA authorizes Caltrans to provide CCJPA up to $6 million of additional operations funding through the end of FY 22-23. This funding is intended to provide continuity for the completion of Cal-ITP tasks (including

additional Cal-ITP demonstration projects) under the CCJPA contracts, and to ensure the transition of on-going tasks to the appropriate state- or JPA-identified organizational entity and long-term funding source.

Operations Expenditures

1. In the Fiscal Year (FY) 2021-22 allocation letter from CalSTA to CCJPA dated July 30, 2021, an incorrect CCJPA FY20 surplus operations balance of $8,686,811.55 was used to calculate FY 2021/22 operations subsidy need. The correct surplus balance should have been $2,541,081 (see Attachment A). Consequently, an additional $6,145,730 is allocated in this letter to pay for the estimated Amtrak operations costs through Federal Fiscal Year (FFY) 2021-22.

2. All federal funds should be used to fund the initial Operations payments to Amtrak for FFY 2021-22, followed by FFY 2019-20 surplus funds followed by FFY 2020-21 allocated operations funds before any FFY 2021-22 allocated operations funds are used.

3. CCJPA shall continue to work with CalSTA, Caltrans, and Amtrak to develop updated Operations estimates based on both the current service level and planned resumption of the Capitol Corridor service, as well as any additional cost saving actions identified in the upcoming discussions.

4. CalSTA will schedule regular budget check-in meetings throughout FY 2021-22 to review updated Operations estimates based on both the current service level and planned resumption of the Capitol Corridor service. Following those meetings, CalSTA may provide additional funding to CCJPA for FY 2021-22 based on those needs identified and the availability of state funds.

FY 2021-22 Approved Funding Summary:

Budget Item	Previously Approved	Approved in this Allocation
Administrative	$2,960,000	
Marketing	$1,174,000	
Minor Capital	$500,000	
Onboard Technology	$2,539,000	
Information/Customer Services	$1,207,000	
Link21 (New Transbay Rail Crossing)	$1,500,000	
Capitalized Maintenance	$1,000,000	
Operations	$11,066,009	$6,145,730
Operations: Onboard Contactless Payment Project	$0	$2,500,000
Total	**$21,946,009**	**$8,645,730**

If you have any questions or need additional information regarding CalSTA's position on your ABP, please contact Chief Deputy Secretary for Rail & Transit, Chad R. Edison, at (916) 323-5400, or by e-mail sent to Chad.Edison@calsta.ca.gov.

Sincerely,

David S. Kim

DAVID S. KIM
Secretary

Attachment

cc: Robert Padgette, Managing Director, Capitol Corridor Joint Powers Authority
Chad R. Edison, Chief Deputy Secretary for Transportation, California State Transportation Agency
Toks Omishakin, Director, California Department of Transportation
Jeanie Ward-Waller, Deputy Director, California Department of Transportation, Planning and Modal Programs
Kyle Gradinger, Chief, California Department of Transportation, Division of Rail and Mass Transportation

FY22 Forecast

	Funds Available	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Total
Level of Service - % of Pre-COVID Levels		87%	87%	87%	87%	87%	87%	87%	87%	87%	87%	87%	87%	
Cost		$ 4,158,297.65	$ 4,097,279.73	$ 4,160,278.54	$ 4,158,093.90	$ 3,957,598.21	$ 4,173,269.96	$ 4,107,861.14	$ 4,179,288.58	$ 4,109,311.67	$ 4,178,466.22	$ 4,184,601.87	$ 4,119,022.78	$ 49,583,370.25
Revenue		$ 962,617.90	$ 1,017,528.49	$ 980,855.45	$ 960,741.99	$ 964,890.62	$ 1,100,463.98	$ 1,114,948.69	$ 1,155,875.80	$ 1,128,303.30	$ 1,148,304.48	$ 1,204,793.81	$ 1,217,710.95	$ 12,957,035.47
Net Amount Due		$ 3,195,679.75	$ 3,079,751.24	$ 3,179,423.09	$ 3,197,351.91	$ 2,992,707.58	$ 3,072,805.98	$ 2,992,912.45	$ 3,023,412.78	$ 2,981,008.37	$ 3,030,161.74	$ 2,979,808.06	$ 2,901,311.83	$ 36,626,334.79
CRRSA Used	$ -													$ -
ARPA Used	$ 4,283,400.76	$ 3,195,679.75	$ 1,087,721.01											$ 4,283,400.76
FY20 Surplus Used	$ 2,541,081.47		$ 1,992,030.23	$ 549,051.24										$ 2,541,081.47
FY21 Allocation used	$ 12,590,113.00			$ 2,630,371.86	$ 3,197,351.91	$ 2,992,707.58	$ 3,072,805.98	$ 696,875.67						$ 12,590,113.00
Original Allocation	$ 11,066,009.00							$ 2,296,036.78	$ 3,023,412.78	$ 2,981,008.37	$ 2,765,551.07			$ 11,066,009.00
Further Allocation needed											$ 264,610.67	$ 2,979,808.06	$ 2,901,311.83	**$ 6,145,730.56**

Item VI.3

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

MEMORANDUM

TO: Capitol Corridor Joint Powers Authority Board **DATE:** November 12, 2021

FROM: Robert Padgette
Managing Director, CCJPA

SUBJECT: CCJPA/Amtrak FY 2021-22 Operating Agreement – October 2021 – September 2022

PURPOSE
For the CCJPA Board to authorize the execution of the CCJPA/Amtrak FY 2022 Operating Agreement for Amtrak's operation of the Capitol Corridor Service (intercity train and feeder bus).

BACKGROUND
Pursuant to the transfer and funding agreements with the State, CCJPA's Annual Business Plan (ABP) identifies the annual funding requested for the level of Capitol Corridor intercity passenger rail and feeder bus (IPR) service proposed for the federal fiscal year (FFY) to align with Amtrak's federal appropriation. The Board-approved CCJPA FY 2022 and FY 2023 ABP was submitted to the California State Transportation Agency (CalSTA) in June 2021 and assumes a gradual return to pre-pandemic service levels and ridership for FY 2022.

As recovery continues from the COVID-19 global pandemic, the estimate for revenue for October 2021 through September 2022 is $19.58 million. The projected cost for the current level of service for the full fiscal year is $56.20 million. The budget required for FY 2022 Capitol Corridor operations is $36.63 million.

CCJPA is requesting authorization of the FY 2022 CCJPA/Amtrak Operating Agreement for a not-to-exceed amount of $36.63 million effective October 1, 2021 for the current level of service for the full fiscal year. A funding plan is included below. CCJPA staff will continue to work with the State and our California and our Intercity Passenger Rail Joint Powers Authority partners to monitor and analyze ridership and financial performance to support service restoration, including cost-saving strategies and potential additional federal relief support. An increase in service is contingent upon equipment availability, and there are strategies being worked on to meet fleet needs, such as the deployment of the new Venture Rail Cars on the San Joaquins and the release of bi-level equipment. We will continue to provide regular updates on planned changes in service levels in the coming months. Restoration of full-service during FY 2022 would require a mid-year budget adjustment and an amendment to the FY 2022 Operating agreement.

A draft copy of the FY 2022 CCJPA/Amtrak Operating Agreement is included as part of this agenda item. Terms of the agreement include:

- The contract budget is based on actual costs for Amtrak and third party (fuel and host railroad) expenses;
- Maintains the modified UPRR railroad performance payment program of higher incentives for improved dispatching of Capitol Corridor trains. The budget for these incentive payments is set at the maximum amount that UPRR can achieve under the current CCJPA/Amtrak/UPRR agreement for railroad performance;
- The right by the CCJPA to audit and inspect any aspect of the contract;
- Extra work and compensation are negotiated on a project-by-project basis between the parties; and
- Performance criteria and incentives for Amtrak's performance with assessments for non-performance.

FY 2022 Amtrak Operating Funding

The FY 2022 Amtrak Operating agreement will be funded by $17.21 million in FY 2022 Operating funding, $4.28 million in Federal American Rescue Plan covid relief funds; $2.54 million in FY 2020 Surplus Operating Funds, and $12.59 million in FY 21 Operating Funds. Of the $17.21 million in FY 2022 Operating funds, $11.067 was approved by the CCJPA Board at the September 2021 meeting, and the additional $6.15 million is scheduled to be approved as Agenda Item VI.2 at the November CCJPA Board Meeting.

FY 2022 Amtrak Operating Budget	**Amount**
Operating Expenses	$56.20
Revenue	$19.58
TOTAL Operating Budget	**$36.63**
FY 2022 Amtrak Operating Funding	**Amount**
FY 2020 Surplus Operating Funds	$2.54
FY 2021 Federal Emergency Relief to Amtrak	$4.28
FY 2021 Operating Allocation	$12.59
FY 2022 Operating Allocation	$17.21
TOTAL Operating Funding	**$36.63**

RECOMMENDATION

The SCG recommends that the CCJPA Board authorizes the execution of the FY 2022 CCJPA/Amtrak Operating Agreement for the months of October 2021– September 2022 with a contract amount not-to-exceed $36.63 million, contingent upon approval as to form by CCJPA legal counsel; and authorize the CCJPA Executive Director or their designee to execute all necessary and appropriate actions and agreements for the implementation of the Program.

Motion: The CCJPA Board adopts the attached resolution.

BEFORE THE
CAPITOL CORRIDOR JOINT POWERS AUTHORITY
BOARD OF DIRECTORS

In the Matter of
Approving the Agreement for the Provision of
Rail Passenger Service ("FY 2022 Operating Agreement")
Between the National Railroad Passenger Corporation
and the Capitol Corridor Joint Powers Authority / Resolution No. 21-27

WHEREAS, as of February 1, 2021, the National Railroad Passenger Corporation ("Amtrak") and Capitol Corridor Joint Powers Authority ("CCJPA") entered into an Agreement for the Provision of Rail Passenger Service, the FY 2021 Operating Agreement; and

WHEREAS, the FY 2021 Operating Agreement provided for the provision by Amtrak of intercity passenger rail ("IPR") service on the Capitol Corridor route and connecting bus service under CCJPA's direction upon the terms and for the budget set forth therein; and

WHEREAS, Amtrak and CCJPA mutually desire to enter into a similar form of agreement substantially in the form provided under separate cover, providing for IPR and bus service that is in effect as of June 7, 2021 between the parties as set forth more fully in the FY 2022 Operating Agreement; and

WHEREAS, the effective date of the FY 2022 Operating Agreement (superseding the FY 2021 Operating Agreement) will be October 1, 2021, the date of agreement in principle between the parties to all the terms and conditions of the FY 2022 Operating Agreement, subject to appropriate legal review and execution by the parties; therefore be it

RESOLVED, pursuant to the receipt of the FY 2022 Annual Business Plan approval letters dated July 30, 2021 and October 26, 2021 which provide funding for Amtrak Operations for the months of October 2021 through September 2022 from the Secretary of the California State Transportation Agency, the CCJPA Board does hereby authorize execution of the FY 2022 Operating Agreement with a budget not-to-exceed $36,626,335 to support the planned operations for FY 2022 by the CCJPA Executive Director or their designee, on behalf of the CCJPA, substantially in the form presented to this meeting.

AND BE IT FURTHER RESOLVED, that subject to appropriate legal review and execution by the parties, the said FY 2022 Operating Agreement shall be effective as of October 1, 2021.

AND BE IT FURTHER RESOLVED, that the FY 2022 Operating Agreement shall, when executed, supersede and replace in its entirety the FY 2021 Operating Agreement.

AND BE IT FURTHER RESOLVED, that the CCJPA Board forthwith transmit a copy of this resolution to Amtrak, the California State Transportation Agency, and California Department of Transportation Division of Rail and Mass Transportation.

# # #

ACTION: DATE:	ATTEST:
Ayes:	_____
Noes:	**Jacqueline R. Edwards** **Secretary**
Abstain:	

DRAFT

Fiscal Year 2022
Agreement for the Provision of Passenger Rail Service

Between

National Railroad Passenger Corporation

and

Capitol Corridor Joint Powers Authority

October 1, 2021

DRAFT

Table of Contents

INTRODUCTION

SECTION 1 – SERVICE TO BE PROVIDED 6
Rail Passenger Service 6
Customer Experience and Communication 6
Standard Operating Procedures ..... **Error! Bookmark not defined.**
Policies and Procedures 7
Advertising and Use of Marks 8
Websites 10
Extra Work 10
Special Projects 10
Bus Operations 11
Rail Equipment for Shared Service 11
Performance Standards – Incentives and Assessments 12
Fiscal Performance 15
SECTION 2 – DECISIONS AFFECTING SERVICE 15
SECTION 3 – AMOUNT OF REIMBURSEMENT BY CCJPA 18
SECTION 4 – MANNER OF REIMBURSEMENT 21
SECTION 5 – INDEMNIFICATION 24
SECTION 6 - INSPECTION AND AUDIT 26
SECTION 7 – FORCE MAJEURE 27
SECTION 8 –TERMINATION 28
SECTION 9 – NOTICES 28
SECTION 10 – AGREEMENT CONTENT 29
SECTION 11 – CONSTRUCTION 30
SECTION 12 – SEVERABILITY 30
SECTION 13 – FAIR EMPLOYMENT PRACTICES 30
SECTION 14 – CONFIDENTIALITY 30
SECTION 15 – COMPLIANCE WITH LAWS 31

DRAFT

Appendices

A – Route Details and Schedule
B – Connecting Buses
C – Financials
D – Fair Employment Practices Addendum
E – On Time Performance Standards
F – Standards for Employee Conduct and Revenue Collection
G – Train Consist Availability Standards
H – Required Reports
I – Customer Satisfaction
J – Standards for Maintenance of Stations
K – Summary Invoice
L – Standards for Maintenance of Equipment
M – Full service (Pre-COVID-19 levels)
N – Reserved
O – Letter of Understanding with State and CCJPA – Equipment maintenance responsibilities
P – Service Pricing
Q – Service Marks
R – Safety and Security
S – Daily Data Requirements from Amtrak to Capitol Corridor
T – Equipment Change Request Form

DRAFT

THIS AGREEMENT ("Agreement") made effective as of the first day of October 1, 2021, by and between the National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act (recodified at 49 U.S.C. § 24101 et seq.) and the laws of the District of Columbia and having its principal office and place of business in Washington, D.C. (hereinafter referred to as "Amtrak"), and the Capitol Corridor Joint Powers Authority, a joint powers authority established under the laws of the State of California (hereinafter referred to as "CCJPA").

WHEREAS, this Agreement complies with the provisions of California law (S.B. 457, A.B. 1720 and S.B. 47) which authorize the State of California (hereinafter referred to as the "State") to enter into agreements with specified joint exercise of powers entities, pursuant to which CCJPA assumed responsibility for intercity passenger rail service within the Capitol Corridor; and

WHEREAS, this Agreement implements portions of the assignment and assumption of such responsibilities to CCJPA with respect to the Capitol Corridor and applies only to operations within the Capitol Corridor, except as otherwise expressly provided herein; and

WHEREAS, CCJPA has requested that Amtrak provide rail passenger service in the Capitol Corridor for the benefit of persons traveling to, from and within the State; and CCJPA has provided Amtrak adequate assurances as to CCJPA's resources to reimburse Amtrak for certain portions of the associated operating losses (expenses not covered by revenue) of such service levels, as more specifically defined herein; and

WHEREAS, CCJPA is authorized by applicable State law to enter into this Agreement with Amtrak on the terms and conditions hereinafter set forth and funds for this purpose have been made available by CCJPA as set forth herein; and

WHEREAS, the parties wish to provide for certain described daily bus service to connect with the aforesaid rail passenger service, the cost of which will be borne by CCJPA; and

WHEREAS, CCJPA and Amtrak are committed to providing a safe, high-quality service at a reasonable cost, and are aggressively pursuing ongoing cost reduction strategies; and

WHEREAS, CCJPA and Amtrak believe that closer coordination with regional and local governments will help improve the Capitol Corridor service, and are eager to work with state, regional and local governments and agencies to

concentrate on further improving the Capitol Corridor service and ensuring that the service becomes an efficient part of the region's transportation network.

WHEREAS, under Section 209 of the Passenger Rail Investment and Improvement Act of 2008, Pub. L. No. 110-432, 122 Stat. 4848 ("PRIIA"), Congress required, among other things, that Amtrak, in consultation with the relevant states and the District of Columbia, develop and implement a methodology for allocating the operating and capital costs of rail routes of not more than 750 miles outside the segment of the continuous Northeast Corridor railroad line between Boston, Massachusetts and Washington, District of Columbia among the relevant states and the District of Columbia, and Amtrak.

WHEREAS, Amtrak developed such a methodology in consultation with a group of states but was unable to achieve the necessary concurrence on the methodology from all relevant states and the District of Columbia as required by PRIIA. Accordingly, on November 21, 2011, Amtrak petitioned the Surface Transportation Board (the "STB") to adopt Amtrak's proposed methodology.

WHEREAS, in a decision effective April 14, 2012, the STB adopted Amtrak's proposed methodology to meet the requirements of PRIIA (the "Section 209 Methodology"), which decision is incorporated herein by reference.

WHEREAS, the Capitol Corridor Service trains operating between San Jose, CA and Auburn, CA, ("Service"), are subject to the Section 209 Methodology.

WHEREAS, the parties wish to provide for certain described daily bus service between statewide points to connect with the aforesaid rail passenger service, the cost of which will be borne by the State subject to the Section 209 Methodology.

WHEREAS, the recently enacted federal Coronavirus Response and Relief Supplemental Appropriations Act, 2021 ("CRRSA Act") and the American Rescue Plan Act of 2021 ("ARPA") provide relief to those states that have entered into agreements with Amtrak pursuant to Section 209 of the Passenger Rail Investment and Improvement Act of 2008 to provide intercity passenger rail service; and

WHEREAS, The CRRSA Act provides $175 million and ARPA provides an additional $175 million in funding to Amtrak, via federal grants between the Federal Railroad Administration ("FRA") and Amtrak, to offset the costs owed to Amtrak for operation of these services until such funds are fully expended; and

WHEREAS, the parties have agreed on how the CRRSA Act and ARPA funds will be applied with respect to the Service for the period beginning February 2021 until such funds are expended.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

SECTION 1 – SERVICE TO BE PROVIDED

Rail Passenger Service

(a) Amtrak shall provide rail passenger service over the route(s) set forth in Appendix A hereto and substantially in accordance with the schedules prescribed therein. Amtrak shall not be required to increase the frequency of any of the schedules except pursuant to a mutually agreed and amended Appendix A made pursuant to Section 10 hereof. The level of service outlined in Appendix A represents a temporary reduction in service in response to the current COVID-19 pandemic. The intent is to return to pre-pandemic service levels when health and financial conditions allow. Should conditions improve during the time period covered by this Agreement, Amtrak and Capitol Corridor shall work collaboratively to return to a portion or all of the pre-pandemic service levels. Full service is shown in Appendix M. Amtrak shall agree to add any such service within 60 days of a request.

(b) Amtrak shall not be required to provide rail passenger service on any route additional to the route(s) set forth in Appendix A hereto except pursuant to a mutually agreed and duly executed and supplemental Appendix A. Each such supplemental Appendix A shall be supported by a market analysis conducted by Amtrak and approved by the CCJPA. The parties agree to collaborate and to develop promptly a mutually agreed upon type and form of market analysis; provided, however, that such type and form may, in the light of future experience, be modified from time to time by mutual agreement between the parties. Amtrak will not unreasonably delay the consideration of CCJPA marketing studies.

Customer Experience and Communication

(c) Amtrak and CCJPA agree that Capitol Corridor's customers must be treated with the utmost courtesy and respect and undertake all reasonable means to provide required and requested assistance. Amtrak shall provide and distribute customer service information as is directed by the CCJPA to transmit to the public, including information concerning any disruptions and resulting delays due to emergencies or major service disruptions, in the most efficient manner possible.

Amtrak and CCJPA have a vested interest in providing Capitol Corridor customers with exceptional customer service. Amtrak shall assist in investigating and providing CCJPA with information regarding customer complaints. Amtrak shall designate personnel sufficient to meet CCJPA

requirements for handling customer comments and complaints. Amtrak shall investigate passenger complaints and service-related observations by CCJPA staff or received by the CCJPA's customer touchpoints and provide a response to CCJPA. Responses to ADA complaints shall be handled in accordance with federal law. CCJPA will provide Amtrak with access to a weekly customer service report of comments received via CCJPA's customer touchpoints, and indicate which items require Amtrak follow-up. Amtrak shall field queries pertaining to ticket changes, refunds, and other support-desk related comments. CCJPA will refer non-Capitol Corridor comments and complaints to Amtrak.

Amtrak shall provide CCJPA with a monthly report of customer comments on Capitol Corridor service fielded by Amtrak's Customer Service group received via calls, emails, from Amtrak.com Contact US page, letters, and other methods. Amtrak shall provide CCJPA with a monthly aggregate report of customer feedback taken from the Medallia database. This will include aggregate data on customer satisfaction as well as the drivers of customer satisfaction.

Policies and Procedures

Amtrak shall diligently work to provide rail passenger service of high quality and the parties shall cooperate in efforts to improve the service, as may be appropriate. Unless expressly and mutually agreed in writing between the parties, the service shall be at least equal in quality and consistent in type to that of Amtrak's basic system services.

Amtrak and the CCJPA shall jointly approve decisions impacting service deliverables and enhancements such as menu items and prices, level and type of on-board amenities. On-board operating policies (including procedures for disabled access, train crew procedures and stationing, and checked baggage service) shall be consistent with Amtrak standard operating procedures. Amtrak is expected to follow any mandated COVID-19 specific operating procedures issued by the State of California for Capitol Corridor service. At the direction of the California State Transportation Agency and existing California law (Smart Ticketing Authority for California [Cal. Code 14036.6]), Amtrak agrees to consult with CCJPA to introduce additional or replacement fare changes, fare instruments, purchasing channels, and fare ticketing types as introduced consistent with California's integrated travel program at any point during the fiscal year covered by this Agreement. In lieu of such changes, Amtrak and CCJPA shall jointly approve the use of Amtrak's fares, ticket sales and reservation policies in California.

As long as the CCJPA continues to sell tickets using the Amtrak system, both parties agree that CCJPA will retain the ability to establish promotional fares or passenger discounts for Amtrak sold travel tickets and provide a

consistent level of service across all Amtrak services, tariff policies (including rules, procedures and fees for handling reservation cancellations, ticket exchanges, and ticket or payment refunds) and will be handled consistent with Amtrak national policies. Exceptions may be made if mutually agreed upon by both parties. Additionally, consistent with existing California law (Smart Ticketing Authority for California [Cal. Code 14036.6]), CCJPA agrees to consult with Amtrak as required by the existing California law regarding the California integrated ticketing system inclusive of fares and tariff policies (including rules, procedures and fees for handling purchased fare products, ticket exchanges, ticket or payment refunds) with the goal of providing a cost effective integrated ticketing platform for travel on intercity rail and connecting transportation services.

The following program is scheduled to be implemented in FY22: Consistent with the statewide California Integrated Travel Project, and in pursuit of reducing the need for conductor validation and lifting of tickets, CCJPA will retain the ability to establish payment systems separate from Amtrak's ticketing system. This authority was granted to the Joint Powers Authorities and the California Department of Transportation ("Caltrans") under California General Code Sections 14035.55 and 14036.6. CCJPA and Caltrans commit to working cooperatively with Amtrak, with best efforts, to ensure that inspection of validated tickets is, in the long-term, aimed at reducing conductor workload rather than increasing it through the use of on-train installed validators that take contactless Europay-Master Card-Visa (EMV) payments from train customers. CCJPA will pursue this through a series of trials called Minimum Viable Products (MVPs) that are aimed at widening the extent of train customer payments handled via contactless EMV methods. In utilizing an alternative system to collect and recognize revenue, CCJPA recognizes its' responsibility to address customer service issues related to such a system independent of Amtrak, and that it shall ensure transmission of any revenue, ridership, statistical and fare payment data necessary for Amtrak to complete its revenue and cost allocation responsibilities. Future payment systems apart from Amtrak's will be subject to reasonable search and inspection by public safety and security officials consistent with state and federal law. Passenger manifests, in the event of an incident, shall be a requirement of any replacement ticketing system to allow Amtrak to comply with their requirements under Federal law.

Advertising and Use of Marks

The parties shall cooperate for the purpose of effecting the continuing existence and use of the rail passenger service herein and shall take such other action as they may mutually agree is conducive to the establishment and provision of the service on a regular, efficient, and economic basis. To that end, Amtrak may incorporate the service in its general advertising and promotional programs as it may deem appropriate to the area in which the

service is provided. Amtrak will seek CCJPA and San Joaquin approval prior to installing any Amtrak general advertising onboard State Supported equipment, and, with respect to CCJPA, such approval shall not be unreasonably withheld. By mutual agreement between the parties, confirmed in writing, Amtrak shall, in consultation with CCJPA, arrange for additional/alternative advertising directed specifically to the service as a Route Advertising cost. The cost of such additional Route Advertising shall be borne by CCJPA, in accordance with the Section 209 Methodology.

Subject to the conditions and requirements herein, each party grants the other a limited, non-exclusive license to use its name, trade name, trademarks and services marks, collectively referred to as "Marks "identified in Appendix Q, for the purpose of implementing the regional marketing and advertising plan. Except as expressly provided herein, no right, property, license, permission, or interest of any kind in or to the use of any Mark owned or used by a party is or is intended to be given or transferred to or acquired by the other party by the execution, performance or nonperformance of this Agreement or any part thereof, and each party's use of the other party's Marks shall inure to the sole benefit of the party that owns such Marks. Each party agrees to comply with all of the other party's instructions and quality control standards, oral or written, regarding the use or display of the other party's Marks. Each party that uses or displays the other party's Marks shall reasonably permit the owner and/or licensor of such Marks to monitor whether the licensed use by the licensee is meeting the quality control standards of the owner/licensor through reasonable inspection. Neither party shall use any Marks of the other in any manner that would diminish its value or harm the reputation of the other party and the control over the use of a party's Marks shall remain with the party that owns the Marks.

Each party acknowledges that the other party's Marks and copyrights are considered to be valuable and that it (or its licensors) claims to own all worldwide right, title and interest therein and thereto. Each party agrees that it shall in no way contest or deny the validity of, or the right or title of, the other party's Marks by reason of this Agreement. Each party further agrees not to register anywhere in the world any domain name, name, mark, symbol, logo, copyright, company, product name, service name or description that could be confused with or is similar to or which dilutes the other party's Marks.

Each party shall have the right to review and approve, prior to publication or display, the portion of any and all content, artwork, copy, advertising, promotional materials, direct mail, inserts, press releases, newsletters, web pages, digital media (to include graphics and videos or billboards), or other communications or any other publicity published or distributed by the other (or at its direction or authorization) that specifically references this

Agreement, the party's name or uses any of the party's Marks. Approval shall not be unreasonably withheld or delayed, and in no event shall the time period to respond to a request for approval exceed thirty (30) days. All advertising and promotional materials shall contain disclaimers, limitations of liability notices, proprietary notices (e.g., trademark and copyright notices) and such other notices as required by the other party. Notwithstanding any notice provision in this Agreement, the parties may provide notice of approval or rejection as mutually agreed upon by the parties.

Websites

The parties acknowledge that they each maintain websites promoting the Capitol Corridor Service. Amtrak shall provide CCJPA with notification at least one week in advance of any changes/updates that may impact the sales widget, fares and booking on Amtrak.com and the Amtrak mobile application, as well as notification of any content changes to the Capitol Corridor route information page, schedule pages and geographically served home page content.

Extra Work

(f) CCJPA and Amtrak may, from time to time, identify extra work consisting of (1) new, additional, or modified services requiring Amtrak's expenditure of unanticipated costs resulting from changes in the requirements set forth in this Agreement, including the Appendices; (2) new, additional, or modified services required to support and facilitate third party projects approved by CCJPA; and (3) projects of limited duration for which the services are not included in the Appendices (collectively, "Extra Work"). Extra Work shall not include tasks performed by Amtrak at the request of CCJPA that do not require Amtrak to expend direct costs in excess of those it would incur in the absence of such tasks. The burden of proof to demonstrate to CCJPA that these conditions exist rests entirely with Amtrak.

Prior to undertaking any Extra Work, CCJPA and Amtrak will communicate on the proposed scope of work and agree upon the estimated costs in accordance with Subsection (c) of Section 3 hereof.

Special Projects

(i) In order to enhance the operation of the service set forth in Appendix A, Amtrak and CCJPA may, from time to time, identify projects to improve facilities used on the Capitol Corridor route identified in Appendix A. Projects are understood to include the following: maintenance, physical improvements, alteration or repair work done for facilities related to rail or

feeder bus service, which facilities include, but are not limited to, track, rail equipment, and stations (landscaping, pavement, parking lots, signage, P.A. systems, baggage rooms, lighting, bus loading and layover area).

Such projects may, at the written request of CCJPA and with the written approval of Amtrak, be undertaken by Amtrak using funds allocated by CCJPA. In order to implement a specific project, CCJPA will provide Amtrak with a written authorization to proceed with that project, including a project description, any prior written approval of the plans and specifications for the project, and the total cost estimate and limits for such project. Such authorization shall specify the maximum amount of money that is allocated to the specific project being authorized. Amtrak shall respond to CCJPA's authorization within sixty (60) days, providing concurrence in or rejection of the project description and budget. If Amtrak provides concurrence, its response shall advise of the project's estimated schedule, including start and completion dates. If Amtrak rejects the project, its response shall specify the reason(s) therefor.

Bus Operations

(j) Amtrak shall contract with one or more bus operators ("Contract Bus Operator(s)") for the provision of connecting bus service between an Amtrak station or stations and other points, over such route(s) and in accordance with service levels as may be more particularly set forth in Appendix B, attached hereto and made part hereof. Only passengers in possession of valid Amtrak tickets, vouchers or passes for transportation to, from, or through the Amtrak station or stations set forth in Appendix B shall be accepted for carriage except Route 35. Amtrak shall observe all provisions set forth in Senate Bill 804, Chapter 458, except as modified by the provisions of SB 684, Chapter 200 Statutes of 2007. No checked baggage shall be carried, except between such specific points as may hereafter be agreed to by Amtrak and CCJPA.

Rail Equipment for Shared Service

(k) CCJPA is leasing State-owned cars and locomotives for shared service in northern California on the Capitol Corridor with the equipment also being assigned to the San Joaquin Corridor. When a State-owned car or locomotive is made a part of the pool supporting these two corridors, Amtrak will give CCJPA and the San Joaquin Joint Powers Authority (SJJPA) twelve (12) hours advance written notice of its arrival. Upon its arrival, the car or locomotive will be held for CCJPA and SJJPA inspection. When both CCJPA and SJJPA notify Amtrak that the vehicle has been inspected or after the vehicle has been in northern California for twelve (12) hours,

whichever occurs first, the vehicle shall be released for Amtrak use. During the term of this Agreement, Amtrak shall not remove State-owned equipment from the Service without prior written approval from the CCJPA and the State. Provided this notification is given, Amtrak is free to move the car or locomotive upon inspection by CCJPA and SJJPA. In an emergency situation, Amtrak is authorized to move State-owned cars and locomotives in and out of the northern California pool without the advanced notice and holding periods set forth above; however, Amtrak will provide a notice to CCJPA and SJJPA as soon as possible.

(l) Amtrak shall deploy State-owned equipment among the San Joaquin, Surfliner (LOSSAN) and Capitol Corridor consistent with the Deployment Plan for State-Provided Equipment. Amtrak agrees to meet and confer, either in person or via teleconference, on a monthly basis with the State, CCJPA, SJJPA, and LOSSAN JPA to review and update, as necessary, the Deployment Plan. Furthermore, CCJPA agrees to meet and confer, either in person or via teleconference, with Amtrak and the State within 48 hours of an event that causes a reduction in the number of available units of equipment identified in the Deployment Plan, in order to modify the Deployment Plan to meet the reduced level of equipment. State will install Positive Train Control components on State-owned equipment on or before the date mandated by federal law, and thereafter maintain such components.

(m) The Letter of Understanding dated May 25, 2007 between State and CCJPA to formalize all equipment maintenance responsibilities between State and CCJPA ("Letter of Understanding") is attached hereto and incorporated herein as Appendix O. In accordance with the Letter of Understanding, the State shall have the ability to make all final decisions regarding modifications to State-owned equipment. CCJPA understands and agrees that Amtrak shall not modify State-owned rolling stock without the State's prior written approval. Request for and approval of the modification of any State-owned rolling stock will follow the Equipment Change Request (ECR) process established by the State of California. An example ECR is attached as Appendix T. Notice of such Caltrans-authorized modifications shall be provided to CCJPA by Caltrans as soon as possible. In the event Amtrak modifies State-owned rolling stock without the State's prior written approval, Amtrak shall be responsible for all costs associated with restoring the rolling stock to its prior condition.

Performance Standards – Incentives and Assessments

(n) (i) <u>Performance Standards, Incentives, and Assessments.</u> Amtrak will endeavor to operate the Service so as to achieve the performance standards set forth in Appendix B, E, F, G, H, I, J, L, and R

("Performance Standards"). In the event that Amtrak achieves or exceeds a certain level of performance established for each Performance Standard as set forth in Appendix B, E, F, G, I, J, L, CCJPA agrees to make additional payments to Amtrak in the incentive amounts set forth in Appendix, I ("Incentives"). In the event that Amtrak does not achieve a certain level of performance established for each Performance Standard as set forth in Appendix B, E, F, G, H, I, J, L, and R, Amtrak agrees to credit CCJPA the assessments amounts set forth in Appendix B, E, F, G, H, J, L, and R ("Assessments").

(ii) Data-Based Standards. Certain Performance Standards will be based on data that is regularly collected by Amtrak regarding the performance of its trains ("Data-Based Standards"). Each Data-Based Standard used to determine Incentives and Assessments is described in detail in Appendix E and I, including the method and frequency of data collection.

(iii) Observation-Based Standards. Amtrak has created and maintains standards for many elements of the services provided under this Agreement, including but not limited to the condition of passenger rail equipment, the condition of station facilities, and the conduct of its employees. For many of these standards, Amtrak utilizes internal quality control processes to monitor adherence to the standards. The CCJPA desires to supplement Amtrak's quality control processes with additional State inspections, which will be accomplished through a State-directed inspection as outlined in Appendix B, F, G, and/or J ("Observation-Based Standards").

(iv) Determination, calculation and disposition of Incentives and Assessments. During the term of this Agreement, Incentives and Assessments shall be calculated in the manner set forth below and recorded, though the amounts shall not be included in the CCJPA's regular invoices. On a quarterly basis, total Assessments shall be subtracted from total Incentives. If the result is a negative number, it shall represent a net Assessment to be credited by Amtrak against payments otherwise due by the CCJPA. If the result is a positive number, it shall represent a net Incentive to be invoiced by Amtrak and paid by the CCJPA. The CCJPA and Amtrak shall have no further obligations toward each other as to how any Incentive or Assessment amounts are spent.

For Data-Based Standards set forth in Appendix E and/or I, Amtrak will collect the required data derived from the sources outlined in Appendix E and/or I and for the time period (monthly/quarterly) defined in Appendix E and/or I, calculate any applicable Incentives and Assessments, and present this calculation to the CCJPA on a regular (quarterly) basis. Once both parties are satisfied with the calculation, the net amount of any Incentives and Assessments shall be recorded for future disposition as described above.

For Observation-Based Standards, representatives of CCJPA shall conduct inspections in the manner set forth in Appendix B, F, G and/or J. Once both parties are satisfied with the conclusion of the inspection and any applicable Incentives or Assessments, the net amount shall be [recorded for future disposition as described above.

The parties agree that they will limit the net amount of Incentives or Assessments to no more than $12,500 per month, even in cases where the calculations in Appendix B, E, F, G, H, I, J, L, and/or R would result in higher amounts.

If in the course of administering the calculation of Incentives and Assessments relating to the Observation-Based Standards, the CCJPA and Amtrak are unable to agree on a specific fact related to calculating an Incentive or Assessment, the parties may document the basis for the dispute in writing within sixty (60) days following the date the alleged fact was first presented by one party to another, and this fact may then be resolved in accordance with Section 10 of the Renegotiated Maintenance and Transfer Agreement between CCJPA and Amtrak effective October 1, 1999 (hereinafter “RMTA”). Except for disputes identified in writing pursuant to this paragraph, the parties shall be deemed to be in agreement with all Incentive and Assessment calculations made pursuant to this Section and Appendix B, E, F, G, I, and J, and neither Party shall be entitled to adjust or make a claim concerning any such calculation.

The parties acknowledge that they have agreed to these Incentives and Assessments based on the expectation of a certain level of operating and capital funding provided to Amtrak by a variety of sources, including but not limited to the State and the Federal government. In the event of a material change in these funding levels during the term of this Agreement, the terms of these Incentives and Assessments may be modified by mutual written agreement of the parties. Performance Standards, Incentives and Assessments will be renegotiated or adjusted on an annual basis, as conditions warrant.

The CCJPA and Amtrak agree that the following standards outlined in Appendix B, E, F, G, I, and J shall apply during the term of this Agreement:

Data-Based Standards:

- Delay Minutes – Train Operations
- Delay Minutes – Amtrak Maintenance of Way and Dispatching
- CSI – Customer Service Indices

Observation Based Standards:

- Employee Conduct and Revenue Collection
- Rolling Stock Availability, Serviceability, Cleaning and Maintenance
- Maintenance of Stations
- Connecting Motor Coach

Fiscal Performance

(o) To appropriately monitor the fiscal performance of the Service, the parties agree to meet and confer, either in person or via teleconference, on a quarterly basis to review and discuss actual results versus budget, and current Capitol Corridor related job vacancies, and to make adjustments to this Agreement and other service-related documents as necessary and appropriate. Both parties agree that maintaining appropriate staffing levels is key to the continued success of the Service, and Amtrak is committed to sourcing qualified job applicants and filling vacancies in a timely and efficient manner. Amtrak will provide monthly report on FTE, vacancies, and authorized staffing.

(p) Amtrak also agrees to work cooperatively with CCJPA to deliver services with the most efficient level of staffing possible and will make every effort to identify areas where policy modifications, cross training, and other actions may be effective in reducing labor hours necessary to deliver the service. Amtrak will report quarterly on recommended actions to improve the efficiency of service delivery.

SECTION 2 – DECISIONS AFFECTING SERVICE

(a) Amtrak shall give CCJPA not less than thirty (30) days prior notice in writing of implementation of any Amtrak decision which is likely to have a significant effect on the scheduling, marketing (including fares and ticketing), or operations of the rail passenger service provided pursuant to this Agreement. Such notice shall contain information in sufficient detail to support and justify such decision. CCJPA hereby recognizes Amtrak's statutory obligation to act in a manner consistent with prudent management in providing rail passenger service, including any expansion of rail passenger service. Accordingly, the parties shall work in good faith to reach

mutual accord on any such decision as aforesaid pursuant to the following procedure:

(i) If any proposed aforesaid decision relates to the train and bus services provided pursuant to this Agreement, and if it can be implemented, in the reasonable judgment of Amtrak, without adversely affecting other Amtrak service, Amtrak shall obtain CCJPA's concurrence thereon prior to such implementation. CCJPA shall promptly respond in writing to notice from Amtrak as aforesaid stating that it concurs, or, in the alternative, giving reasons in sufficient detail why it does not concur. In the latter event, the parties shall promptly confer for the purpose of reaching mutual agreement and concurrence within the period of the notice; provided, however, that CCJPA shall not unreasonably withhold its concurrence.

(ii) If, under Subsections (a) of this Section 2, CCJPA fails to respond in writing to notice from Amtrak as aforesaid within fifteen (15) days, CCJPA shall be deemed to have concurred in the proposed decision set forth therein.

(b) Notwithstanding the notice procedures contained in this Section 2, if access to or over rail lines on any route provided herein shall be unavailable by reason of obstruction or otherwise, Amtrak may suspend or reroute any part of the service provided pursuant to this Agreement for so long as such access shall be unavailable. Amtrak shall promptly notify CCJPA of any such suspension or rerouting, and the parties shall cooperate to restore the rail service provided for herein.

(c) If either party desires to change any service element in this Agreement, it will give written notice to that effect. The parties agree that within two (2) weeks of receipt of such written notice, they will meet to negotiate the desired changes. If the parties agree to change a service element, the Agreement will be amended as required by the service change. The parties may not after good faith discussions unreasonably withhold consent to change a service element. The foregoing notwithstanding, either party may withhold such consent at its sole discretion due
to an adverse impact on service quality, ridership, and/or financial performance. If consent is withheld, such service element change will not occur.

(i) Notwithstanding Section 2(c) above CCJPA may, upon not less than 180 days prior written notice, request that Amtrak increase the level of Capitol Corridor Service and/or the amount of equipment used in the Capitol Corridor Service above the pre-pandemic full level of service, or upon not less than 60 days' notice request that Amtrak decrease the

level of Capitol Corridor Service, so as to meet the needs of the traveling public. If the request is to increase either the Capitol Corridor Service or the amount of equipment used, Amtrak shall exercise reasonable efforts to accommodate such request, which may include providing additional compatible rail passenger equipment from its available resources or, by written agreement with CCJPA, to employ such additional compatible equipment as CCJPA may choose to make available for use in the Capitol Corridor Service, consistent with the funding requirements of the Section 209 Methodology. In the event that equipment is made available by CCJPA, or because the CCJPA desires to substitute CCJPA-owned or leased equipment for Amtrak-owned equipment, such equipment will be used in the Capitol Corridor Service only if it complies with all applicable laws and regulations, and by mutual agreement of the parties, is compatible with Amtrak operations and associated equipment. The CCJPA and Amtrak will use all good faith efforts to resolve discrepancies in compatibility. The CCJPA shall be responsible for obtaining the approval of any railroads over which such equipment is to be operated. Equipment includes locomotives, cab cars and any other type of car used in a passenger train.

(ii) If equipment normally used in the Capitol Corridor Service becomes unavailable for any reason, Amtrak shall exercise reasonable efforts to substitute additional compatible rail passenger equipment from its available resources, consistent with the funding requirements of the Section 209 Methodology. Alternatively, the CCJPA and Amtrak may, by written agreement, agree to use such additional compatible equipment as the CCJPA may choose to make available, subject to the terms relating to such use as set forth in Subsection (c)(1) above.

(iii) All costs from outside vendors related to the use of DEF will be charged to the State as part of the Fuel and Power Cost Category of Third-Party Costs, as allocated by the Amtrak Performance Tracking (APT) System. Any costs incurred by Amtrak's Mechanical forces to support the provision of DEF to the Service will be charged to the State as part of the Car & Locomotive Maintenance and Turnaround Cost Category, as allocated by the APT System. Amtrak will prepare reports and invoices detailing DEF-related charges, with the goal of including labor and non-labor costs, as well as DEF consumption rates, to the greatest extent practicable in Amtrak's systems. Amtrak will work with the Agencies on a standardized final format of the reports and invoices.

(d) Changes in bus service schedule(s) may be made, as necessary to coordinate with changes in applicable schedules of Amtrak's rail passenger service. Each such service shall commence on the applicable commencement date set forth in Appendix B and shall terminate without

further notice on the applicable termination date set forth therein. Notwithstanding the foregoing, any such service may be terminated by Amtrak (with the concurrence of CCJPA) or the Contract Bus Operator on sixty (60) days' prior written notice; and CCJPA may upon seventy-five (75) days' prior written notice, request Amtrak to terminate any portion of the service provided in Appendix B; provided, further, that termination hereunder shall not relieve either party hereto of financial obligations incurred prior to termination.

(e) Amtrak shall notify and consult (and include, as necessary) CCJPA of discussions or negotiations with railroads or appropriate regional rail authorities regarding schedule changes which impact Service hereunder.

(f) Nothing herein shall require Amtrak to perform any service or to take any action that would violate any term or condition of any labor agreement between Amtrak and any organization representing Amtrak's employees or any other labor agreement applicable to Amtrak.

(g) The following Amtrak staff will be available to assist CCJPA with service-related questions:

(i) The Senior Director California Services, based in Oakland, CA, shall be the primary point of contact for all Amtrak business matters affecting the Capitol Corridor Service, including data requests, contractual issues, except otherwise noticed in this Section 2(a).
(ii) Questions and requests from CCJPA regarding scheduling and other operational matters will be directed to the Superintendent Operations, based in Sacramento, CA, who will work with the Senior Director California Services, based in Oakland, CA to effectively manage the workload and flow of information within Amtrak.
(iii) Questions and requests from CCJPA regarding marketing will be directed to the Principal Marketing Specialist, based in Washington D.C.
(iv) Questions and requests from CCJPA regarding equipment will be directed to the Senior Director Mechanical Operations, based in Los Angeles, CA.

SECTION 3 – AMOUNT OF REIMBURSEMENT BY CCJPA

(a) CCJPA shall pay Amtrak the following financial support for the operation of the Service described in Appendix A for the period from October 1, 2021 through and including September 30, 2022:

Capitalized terms shall have the meaning set forth in the Section 209 Methodology.

(i) The estimated sum of Forty Six Million, Nine Hundred And Two Thousand, Nine Hundred Thirty Eight Dollars ($46,902,938) representing an estimate for all projected Route Costs and Additives for the Service, based on Amtrak's forecast.

(iii) Operating Costs – General. Estimated Operating Costs are set forth in Appendix P, Schedule B. Route Costs and Additives, Third Party Costs, and credits for Passenger and Other Allocated Revenue shall be charged based on actual costs incurred and revenues received as recorded in APT. For purposes of estimating the net Operating Cost, estimates of Route Costs, Additives, Third Party Costs and Passenger and Other Allocated Revenues are provided in Appendix P, Schedule B.

(a) CRRSA Act Funding. In accordance with the allocation of the CRRSA Act funding, CCJPA has been credited the amount of $13,408,255.76.
(b) ARPA Funding. In accordance with the allocation of the ARPA funding, CCJPA has been credited the amount of $13,408,255.76. It is estimated that remaining funds on these accounts for 10/1-12/31 2021 would be $9,117,750.

(iii) Third Party Costs – Fuel. Estimated Fuel cost shall be calculated by Amtrak using the APT system methodology and invoiced to CCJPA for each billing period. If Fuel hedging is utilized by Amtrak this will be reflected in the estimated Fuel Costs and will be applied in the calculation of actual Fuel Costs, regardless of economic conditions. The total estimated fuel expenses incurred by Amtrak as the result of operating the Service for the period October 1, 2021 through and including September 30, 2022, is estimated to Three Million One Hundred Seventy Eight Thousand, Six Hundred Fifty four dollars ($3,178,654),calculated at $2.26 per gallon and multiplied by 1,406,310 (the estimated gallon consumption rate to operate the Capitol Corridor Service during the term of this Agreement). The APT fuel expense will be reconciled as set forth in Section 4(b) below. Pursuant to Section 2(c)(iii), the DEF may be included in this pricing category.

(iv) Third Party Costs – Host Railroad Maintenance of Way, Performance Incentives and Other Costs. Host railroad expenses shall be computed by Amtrak on a monthly basis based upon the APT system methodology and invoiced to CCJPA for each billing period. On a quarterly basis, Amtrak shall provide documentation for in-person review at an Amtrak location of APT host railroad Maintenance of

Way and other costs. CCJPA will not disclose to any third party without Amtrak's prior approval any confidential or proprietary data provided hereunder. The parties shall meet in person at Amtrak offices located in California, Amtrak Philadelphia Staff shall join via conference call to review Host Railroad Costs for the billing periods. Amtrak shall make available for review the APT Train Movement Host Railroad Report for review at this reconciliation meeting. The total estimated Host Railroad Maintenance of Way, Performance Incentives and Other costs is estimated to Six Million, Seventy Five Thousand, One Hundred and Forty One Dollars ($6,075,141), based on Amtrak's forecast.

(v) Capital Costs – Passenger Service Equipment. Capital Costs for Passenger Service Equipment are excluded from this Agreement. The State of California will be responsible for payment of Capital Costs Passenger Service Equipment under the terms of the Agreement for the Provision of Equipment Capital between Amtrak and the State of California dated October 1, 2021 and the Agreement for the Provision of Equipment Capital between Amtrak and the State of California dated October 1, 2022.

(vi) Capital Costs – Fixed Assets. Under the provisions of PRIIA Section 209, Capital Costs associated with the utilization of Amtrak owned fixed asset capital investments and/or various other non-Amtrak owned fixed assets utilized for the operation of a state-supported route are to be calculated according to the Section 209 Methodology and charged to the applicable state-supported routes utilizing such assets. As of the present time, no specific calculations have yet been developed for the allocation of such costs and accordingly, no such costs have been allocated, nor are currently being assessed under the provisions of this Agreement.

The total amount of the CCJPA's financial obligation to Amtrak under this Agreement for Services to be rendered by Amtrak pursuant thereto shall not exceed the amount(s) set forth in Appendix C hereto. The parties further agree that within 45 days of the last day of each month of the contract year, the parties will review actual Route Costs and Additives, Third Party Costs and Passenger and Other Allocated Revenue for the preceding month in order to evaluate whether the remaining funds available to the CCJPA are likely to meet the projected Route Costs, Additives and Third Party Costs for the remainder of the contract year. In the event that the amount of projected Route Costs, Additives and Third Party Costs for the remainder of the contract year is forecasted to exceed the remaining available CCJPA funds, including use of the fuel and/or host railroad access fee credits described in Section 4(b) below, the CCJPA agrees to: (a) obtain supplemental funding; and/or (b) work with Amtrak to implement any and all

necessary service modifications to reduce projected contract payments to match the level of anticipated funding. Amtrak shall not be required to provide any of the said Service or any services whatsoever for which the CCJPA is not bound hereunder or for which the cost to the CCJPA, as determined hereunder, exceeds the aforesaid amount(s); provided, further, that the CCJPA may increase the amount of its financial obligation hereunder through transfers or additional appropriations.

(b) CCJPA hereby agrees to pay Amtrak for the costs of projects undertaken in accordance with Subsection (g) of Section 1 of this Agreement, in accordance with the Section 209 Methodology.

(c) In the event Amtrak provides services in accordance with Subsection (c) of Section 1 of this Agreement, CCJPA shall compensate Amtrak in accordance with the Section 209 Methodology.

(d) In the event the parties fail to reach agreement for operation of the Service for the period October 1, 2022 through September 30, 2023 ("FY23 Agreement") prior to October 1, 2022, the parties agree that the terms of this Agreement shall govern continued operation of the Service until a new agreement is executed by the parties ("Continuation Period"). In such event, the CCJPA agrees to continue to reimburse Amtrak for the Operating Costs in accordance with the Payment Schedule set forth in Appendix P, Schedule at the level established for the period October 1, 2021 through September 30, 2022, plus the addition of a 1% escalation component, for the first three months (October 1, 2022 through December 31, 2022) of the Continuation Period, with the escalation component increasing to 2% for the Continuation Period beyond December 31, 2022. Once an FY23 Agreement is executed by the parties, Amtrak will credit the CCJPA's payments made during the Continuation Period to the CCJPA's obligations under the FY23 Agreement. In no event shall the Continuation Period extend beyond June 30, 2023.

(e) Periodically, Amtrak may make updates to the APT system which is the basis of many cost allocations within the Section 209 Methodology or may make updates to Operating or Capital Cost forecasts derived from APT data. In the event any such updates are, consistent with the requirements of Section 209 Methodology, determined by Amtrak to warrant the revision of any such costs in a manner that would result in an adjustment of the amounts paid by or to be paid by the CCJPA under the terms of this Agreement, Amtrak will notify the CCJPA of such adjustment(s) and, subject to mutual agreement of the parties, amend this Agreement accordingly.

SECTION 4 – MANNER OF REIMBURSEMENT

(a) On or before the fifteenth day of each month from the first through the twelfth months, inclusive, of the federal fiscal year specified in APT hereto, CCJPA agrees to reimburse Amtrak in accordance with the monthly payment schedule included in Appendix P, Schedule A, in response to an invoice rendered by Amtrak. Invoices shall be rendered not less than forty-five (45) days prior to the due date and shall specify the address to which the said remittance shall be made. Payment of all invoices will be due upon receipt. A late fee of one (1) percent per month will be charged on the outstanding balance of all unpaid invoices more than 30 days from the CCJPA's receipt of a check from the State of California for the unpaid invoice(s). In the event of a natural disaster that causes Capitol Corridor revenue to increase or decrease, Amtrak and the CCJPA mutually agree to review projected revenue and expense identified in the monthly payment schedule included in Appendix P, Schedule A. As a result of the review described in the previous sentence, should the parties determine that the funds available to the CCJPA for the remainder of the year are insufficient to support the service levels described in Appendix A and Appendix B, the CCJPA agrees to: (a) obtain supplemental funding; and/or (b) work with Amtrak to implement any and all necessary service modifications to reduce projected contract payments to match the level of anticipated funding.

(b) Amtrak shall also submit monthly reconciliation statements ("Monthly Reconciliation Statements") as soon as practicable but in any event not more than forty-five (45) days after the end of each month that establish the APT-based actual monthly Passenger and Other Allocated Revenue, actual monthly Route Costs and Additives, and actual monthly Third Party Costs for operating the Capitol Corridor. As provided by the Section 209 Methodology, the actual cost of providing the Service will be calculated based on APT and using supplemental financial data in accordance with Section 3(a)(iii) and Section 3(a)(iv). If fuel hedging is utilized by Amtrak this will be reflected in the estimated fuel costs and will be applied in the calculation of fuel expenses, regardless of economic conditions. Credits or debits resulting from the monthly reconciliation process will be credited or billed to CCJPA.

(c) Amtrak shall also submit a year-end final reconciliation to the CCJPA following the Appendix C format for 'aggregate amount allocations'. A sample of the Monthly Reconciliation Statement is set forth in Appendix K and has been agreed upon by the parties as providing a satisfactory level of supporting documentation.

(d) In the event that CCJPA shall fail to remit any undisputed payment in full, as provided in this Section, Amtrak may suspend the applicable portion or portions of the rail passenger service provided for herein on ten (10) days' prior notice in writing to CCJPA of intended suspension. Notwithstanding the 180-day notice requirement contained in 49 U.S.C. Subsection

24706(a), if CCJPA fails to remit payment in full within the period of the said notice, Amtrak may discontinue the portion or portions of the said service referred to therein after thirty (30) days prior written notice to the CCJPA; provided, however, that such discontinuance shall not constitute or be construed as a waiver by Amtrak of any such payment; provided, further, that any such discontinuance shall be without prejudice to the continued operation of any remaining portion or portions of the said service. Invoices issued by Amtrak under Section 4(b), 4(d) or 4(e) shall be paid within thirty (30) days of receipt.

(e) If any projects are implemented in accordance with Subsection (i) of Section 1 above, Amtrak shall render separate invoices for each project. Such invoices shall be rendered as soon as practicable after each month or the completion of the project whichever is earlier, but in any event not more than sixty (60) days after completion.

(f) If any Extra Work is undertaken in accordance with Subsection (f) of Section 1 above, Amtrak shall render separate monthly invoices for the Extra Work. Such invoices shall be rendered as soon as practicable after each month or the completion of the project whichever is earlier, but in any event not more than sixty (60) days after the month or upon completion of the project.

(g) Notwithstanding the expiration date of the Agreement, the CCJPA will pay Amtrak for actual costs for services performed during the term of the Agreement and for the allowable costs of specific projects authorized during the term of this Agreement but invoiced after expiration of this Agreement consistent with funding sources, work schedules and invoice dates in this Agreement.

(h) Not later than ninety (90) days following the termination of the said Service as provided herein, each party hereto shall remit to the other the full balance due with respect to underpayment or overpayment, if any, relating to the obligations of each party to the other pursuant to the terms of this Agreement.

(i) In the event that Amtrak fails to perform the services as required by this Agreement, or an invoiced amount is disputed by CCJPA, the provisions of this subsection shall apply.

i. Withholding Payment Due to Invoice Dispute

In the event CCJPA disputes a charge detailed in an invoice pursuant to Sections 1 (f) or (i) and, and Section 4 (b) Amtrak cannot provide a reasonable explanation of said charge, CCJPA shall have the right to withhold the amount in dispute as specified herein and shall be required to pay the remainder

of the invoice. CCJPA shall advise Amtrak, in writing, of the amount of disputed charges to be withheld, detail reasons for the withholding, and the actions that CCJPA considers necessary to resolve the disputed invoice amount. CCJPA shall notify Amtrak in writing of its intention to withhold the payment of an invoice amount. Once resolution of the disputed invoice amount is achieved between CCJPA and Amtrak, the notice to withhold will either be withheld, withdrawn, or modified and the portion of the disputed invoice will be remitted promptly, not more than thirty (30) days after resolution of the dispute. Should Amtrak fail to respond to the dispute with a reasonable explanation within 90 days, the lack of response shall be considered as a resolution in CCJPA's favor. Should resolution of the disputed invoice amount not be achieved through negotiation or the dispute resolution provisions of Section 10 of the RMTA, the withheld amount will be paid under protest after three (3) calendar months of withholding. Such payment shall not be considered as resolution of the dispute and the process outlined in Section 10 of the RMTA shall be carried to its conclusion. Should the resolution of the dispute result in a refund to CCJPA, said refund shall be applied as a credit to the next monthly payment, and shall be expressly accounted for therein. Should resolution of the dispute result in a remittance or payment to Amtrak, said payment will be made to Amtrak in the next monthly payment due and shall be expressly accounted for therein.

SECTION 5 – INDEMNIFICATION

(a) Amtrak will indemnify and hold harmless (and defend, in accordance with the provisions of Subsection (d) below) CCJPA, its employees and agents, against any and all claims, damages, liability and court awards, including reasonable costs, expenses and attorney fees, incurred as a result of any act or omission by Amtrak or its employees, agents or contractors, and third parties except with respect to claims, damages, liability and court awards for which CCJPA is required to indemnify Amtrak pursuant to Subsection (b) hereof. Further, Amtrak will indemnify and hold harmless (and defend, in accordance with the provisions of Subsection (d) below) CCJPA, its employees and agents, irrespective of any negligence of any kind on their part, against any and all claims, damages, liability and court awards, including reasonable costs, expenses and attorney fees, incurred for death or injury to Amtrak employees and agents. For the purpose of this Section 5, each of the member agencies of CCJPA and the State and their employees, while performing a duty delegated to it or them by CCJPA, shall

be considered an "agent" of CCJPA. However, in no event shall Amtrak be liable to CCJPA, its employees or agents, for any incidental or consequential damages, even if Amtrak has been advised of the possibility of such potential loss or damage.

(b) CCJPA will indemnify and hold harmless (and defend, in accordance with the provisions of Subsection (d) below) Amtrak, its employees and agents, irrespective of any negligence of any kind on their part, against any and all claims, damages, liability and court awards, including reasonable costs, expenses and attorney fees, incurred (1) for death or injury to any person except Amtrak employees and for damage to any property except Amtrak property as a result of any act or omission by CCJPA or its employees, agents or contractors, and (2) for death or injury to employees of CCJPA, its agents or contractors which death, or injury occurs while such CCJPA employee, agent, or contractor is (i) at any Amtrak maintenance facility or station or on any railroad right of way, or (ii) riding a train or bus on an inspection pass (rather than on a purchased ticket); and (3) for damage to property of CCJPA, the State, their employees, agents or contractors, and CCJPA hereby releases and waives any claim against Amtrak, its employees and agents for damage to such property. However, in no event shall CCJPA be liable to Amtrak, its employees or agents for any incidental or consequential damages, even if CCJPA has been advised of the possibility of such potential loss or damage.

(c) Amtrak shall name CCJPA, the CCJPA member agencies, the State of California, Department of Transportation, and the California State Transportation Agency as additional insureds on Amtrak's existing excess railroad liability insurance policy or policies, but only as respects services provided by Amtrak pursuant to this Agreement for the purpose of satisfying the indemnification and associated defense cost obligations assumed by both parties pursuant to this Agreement. Notwithstanding the foregoing, the indemnification obligations of Amtrak to CCJPA shall not be limited to such insurance coverage.

(d) Each party agrees to provide prompt written notice and all information and to cooperate fully with respect to any claims presented to such party, which are subject to indemnification and defense by the other party.

(i) If a claim, lawsuit, action or proceeding arises solely from the alleged conduct of CCJPA CCJPA's employees, agents or contractors, then CCJPA shall assume the defense and bear the cost and expense (including attorneys' fees) of undertaking the defense and/or settlement of and shall pay any settlement or final judgment disposing of such claim, lawsuit, action or proceeding; provided, however, that if a final adjudication or arbitral decision is later made that the death or

alleged injury or damage arose partially as a result of conduct for which Amtrak has agreed to indemnify CCJPA hereunder, then Amtrak shall reimburse CCJPA promptly for the proportional costs and expenses (including attorneys' fees) incurred by CCJPA therefor.

(ii) If a claim, lawsuit, action or proceeding arises solely from the alleged conduct of Amtrak, its employees, agents or contractors or from death or injury to Amtrak employees for which Amtrak has agreed to indemnify CCJPA pursuant to Subsection (a) of this Section, then Amtrak shall assume the defense and bear the cost and expense (including attorneys' fees) of undertaking the defense and/or settlement of and shall pay any settlement or final judgment disposing of such claim, lawsuit, action or proceeding.

(iii) If a claim, lawsuit, action or proceeding arises from the alleged conduct of both Amtrak and CCJPA for which each has agreed to indemnify the other pursuant to this Section or if the cause of the death or alleged injury or damage is not alleged at the time the claim, lawsuit, action or proceeding is filed, then Amtrak shall undertake the defense and/or settlement of such claim, lawsuit, action or proceeding and shall initially bear the cost and expense (including attorneys' fees) thereof, and CCJPA shall fully cooperate with Amtrak and provide all such information as Amtrak may request with respect to any such claim, action or proceeding. CCJPA shall have the right to participate in the defense at its own expense and to approve any settlement or referral to arbitration. If a final adjudication or arbitral decision is later made that the death or alleged injury or damage arose as a result of conduct for which CCJPA has agreed to indemnify Amtrak hereunder, then CCJPA shall reimburse Amtrak promptly for the costs and expenses (including attorneys' fees) incurred by Amtrak therefor.

SECTION 6 - INSPECTION AND AUDIT

(a) CCJPA may, at any time, inspect the rail passenger and bus feeder services, facilities and equipment provided hereunder; provided, however, that such inspection shall comply with all applicable safety rules and regulations and shall not hinder or delay the operation of the said Service. Specific safety protocols will be followed as outlined in the RMTA. Upon reasonable notice, and no more than once annually, Amtrak shall permit auditors or any other duly authorized agents of CCJPA to inspect all books,

records and accounts relating to amounts invoiced pursuant to Section 4, including supporting documentation provided to Amtrak by vendors in connection therewith. All such books, records, accounts, and documents shall be maintained by Amtrak in accordance with generally accepted accounting principles and be accessible to CCJPA for a period of three (3) years following the expiration of each contract period as defined in Appendix C hereto. Any such inspection shall be performed at the location where the particular book, record or account is normally maintained by Amtrak. Copies of Amtrak confidential and proprietary records may be made by CCJPA or its authorized agents only upon the parties' first executing a Non-Disclosure Agreement specific to the audit. During the audit period and pending the results of the audit, CCJPA may not withhold or short pay any advance or reconciliation amounts either based upon preliminary audit findings or awaiting the results of the audit.

(b) Amtrak shall, without cost to CCJPA, provide the number of passengers carried and passenger miles operated for each train and bus as included in Appendix A. Such data shall be computed and furnished on a monthly basis. Amtrak will provide CCJPA with the monthly ridership tape origin-destination data for all tickets collected on the train and feeder bus network. Furthermore, Amtrak will take reasonable steps to provide such supplemental data relating to the said Service as may be reasonably requested by CCJPA.

SECTION 7 – FORCE MAJEURE

The obligations of Amtrak hereunder shall be subject to force majeure. Amtrak shall not be liable for any failure to perform, or for any delay or cancellation in connection with the performance of any obligation hereunder if such failure, delay or cancellation is due to or in any manner caused by the statutes, laws, regulations, acts, demands, orders or interpositions of any federal, state, county or local government agency or joint powers authority having jurisdiction thereof, or by Acts of God, strikes, fire, flood, weather, theft, vandalism, war, acts of picketing, rebellion, insurrection or terrorism, quarantines, epidemics, pandemics, track condition, or any other cause beyond Amtrak's control.

The parties acknowledge that given the uncertainty of COVID-19, Amtrak's performance hereunder is conditioned on the ability of Amtrak's suppliers and vendors, the availability of materials, and the availability of Amtrak's work force or the work force of its contractors to carry out their obligations. Given the uncertainty of those conditions under the COVID-19 pandemic and related government issued stay at home orders, Amtrak shall not be held liable for any delays or inability of Amtrak or its contractors to perform under this Agreement that results from the

impacts of COVID-19. If impacts limit Amtrak's ability to deliver service, Amtrak will seek to reduce costs proportional to service reductions to the extent practicable.

SECTION 8 –TERMINATION

(a) This Agreement shall terminate effective upon termination of the Interagency Transfer Agreement between the State and CCJPA. CCJPA agrees to give notice to Amtrak, by overnight courier with confirmed delivery, promptly upon receipt of notice from the State of termination of the Interagency Transfer Agreement in accordance with its provisions, or if given by CCJPA, promptly upon giving such notice to the State. This Agreement may be terminated upon ninety (90) days prior notice in writing from CCJPA to Amtrak. Upon termination of this Agreement for any reason at any time other than at the end of a federal fiscal year, CCJPA shall pay the following termination costs to Amtrak:

(i) The reasonable cost of settling and paying claims out of the termination of Services under subcontracts or purchase orders;

(ii) Reasonable costs determined at the time of termination which are incurred pursuant to the performance of any specific written instructions received from CCJPA concerning such termination; and

(iii) Any other reasonable costs incidental to such termination of Service, specifically excluding, however, any costs of labor protection arising from such termination.

Notwithstanding all of the foregoing, the total amount of termination costs payable to Amtrak shall not exceed 1/12 of the approved contract amount as set forth in Appendix C for the fiscal year in which the termination occurs. No termination of this Agreement shall diminish or affect CCJPA's obligation to pay for any service rendered or to fulfill any other obligation incurred prior to the effective date of the termination.

(b) Termination pursuant to this Section shall be without prejudice to Amtrak's right to receive compensation and reimbursement pursuant to the provisions of Sections 3 and 4 hereof for Service provided until and including the date of termination.

SECTION 9 – NOTICES

Except as otherwise provided in Section 4 (a) hereof, any notices required by this Agreement or related to the service provided for under this Agreement by either party shall be in writing and shall be directed to the officials identified herein by personal delivery or by deposit in the United States mail via first class mail, postage prepaid, or by overnight courier.

For Amtrak: Contractual Issues:
Senior Director, California Services
National Railroad Passenger Corporation
245 Second Street, 2nd floor
Oakland, California 94607

All Other Issues:
Vice President – California
National Railroad Passenger Corporation
810 North Alameda Street
Los Angeles, California 90012

For CCJPA: Managing Director
Capitol Corridor Joint Powers Authority
2150 Webster St., 3rd Floor
Oakland, California 94612

The titles and addresses set forth herein may be changed at any time by either party hereto by notice in writing to the other.

SECTION 10 – AGREEMENT CONTENT

(a) This Agreement constitutes the entire agreement between the parties related to the subject matter hereof. There are no agreements, whether express or implied except as are expressly set forth herein. All prior agreements and understandings between the parties with respect to the provision of service herein and after the effective date of this Agreement are subsumed within this Agreement. No change or modification in or to this Agreement shall be of any force or effect unless in writing, dated and executed by duly authorized representatives of the parties.

(b) Notwithstanding the provisions of Subsection (a) of this Section, the parties acknowledge and agree that as between CCJPA and Amtrak the provisions of the RMTA control the use by CCJPA and operation and maintenance by Amtrak of State-owned cars and locomotives for the rail service provided hereunder. To the extent that there are any conflicts or inconsistencies

between the provisions of this Agreement and the RMTA, the provisions of this Agreement shall be controlling.

SECTION 11 – CONSTRUCTION

The Section headings used in this Agreement are for convenience only and shall not affect the construction of any of the terms hereof. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the District of Columbia without regard to conflicts of laws or choice of law provisions.

SECTION 12 – SEVERABILITY

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.

SECTION 13 – FAIR EMPLOYMENT PRACTICES

Amtrak shall observe the terms and conditions set forth in Appendix D, titled FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto. In said Appendix, the term “Contractor” shall be deemed to read “Amtrak”.

SECTION 14 – CONFIDENTIALITY

CCJPA desires that Amtrak disclose to CCJPA certain proprietary and confidential commercial and financial information of Amtrak pursuant to this Agreement and the services provided hereunder. CCJPA agrees that, other than subject to the requirements of the California Public Records Act (California Government Code Sections 6250 et.seq.) and the process set forth below, it and its employees will not, either during or at any time after the term of this Agreement, publish or disclose to any third party or the public any identified Amtrak proprietary or confidential information of any kind or nature disclosed by Amtrak to CCJPA hereunder without the prior written authorization of Amtrak.

In the event CCJPA receives a CPRA request for any Amtrak information in its possession, the parties agree that the following process shall apply:

> Public Disclosure: The CCJPA is subject to the California Public Records Act (Government Code Section 6250 et seq.) and any documents submitted by Amtrak to CCJPA under this Agreement shall be subject to public inspection and copying pursuant to the

California Public Records Act. Amtrak shall specifically identify any portion of documents submitted to CCJPA which Amtrak deems to contain confidential, proprietary information or trade secrets (confidential information) and will be required to prove, upon request, justification and defense of Amtrak's position that such material should not be disclosed by the CCJPA under the California Public Records Act.

In the event there is a Public Records Act request filed with CCJPA seeking disclosure of information that has been designated confidential information by Amtrak pursuant to this Agreement, CCJPA agrees to give Amtrak prompt written notice of such request (ie., within three (3) days of receipt of such CPRA request), and Amtrak agrees to assist CCJPA in responding to the request by reviewing the documents requested and confirming that Amtrak wishes that the documents or portions thereof not be made public by CCJPA. In addition, Amtrak agrees to hold CCJPA harmless and, at CCJPA's option, provide legal defense for CCJPA from all claims and demands including attorneys' fees asserted against CCJPA that may result from CCJPA refusing to make public documents that Amtrak has designated as confidential information. Amtrak also agrees that, if any action is filed in court seeking disclosure of the confidential information designated by Amtrak, CCJPA may deposit the documents with the court and identify the portions Amtrak deems confidential information and Amtrak will defend its designation of the information as confidential information.

This Section shall survive termination or expiration of this Agreement.

SECTION 15 – COMPLIANCE WITH LAWS

The parties will comply with all applicable state, federal and local laws and regulations in the performance of this Agreement. **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives in multiple original counterparts as of the day and year first above written.

DRAFT

NATIONAL RAILROAD PASSENGER CORPORATION

By:_____
William Flynn
President and Chief Executive Officer

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

By: _____
Robert Padgette
Managing Director

DRAFT

APPENDIX A

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2021
FOR THE PROVISION OF
RAIL PASSENGER SERVICE
* * * * * *
FISCAL YEAR 2022
October 1, 2021 – September 30, 2022
(Effective October 1, 2021)

Pursuant to Section 1 of the aforesaid Agreement Amtrak shall provide rail passenger service during fiscal year 2021 over the route set forth below, in accordance with the schedule(s) attached. The said service shall commence on October 1, 2021 and shall terminate September 30, 2022.

ROUTE DETAILS AND SCHEDULE

San Jose/Oakland to Sacramento/Auburn

This Appendix A constitutes an integral part of the aforesaid Agreement. No change, modification or amendment hereto shall be of any force or effect unless evidenced by a revised Appendix A provided, however, that notwithstanding the foregoing, changes in the schedule(s) listed herein may be made pursuant to Section 2 of the aforesaid Agreement.

The level of service outlined in Appendix A represents a temporary reduction in service in response to the current COVID-19 pandemic. The intent is to return to pre-pandemic service levels when health and financial conditions

allow. Should conditions improve during the time period covered by this Agreement, Amtrak and Capitol Corridor shall work collaboratively to return to a portion or all of the pre-pandemic service levels. Full service is shown in Appendix M.

EFFECTIVE JULY 5, 2021

CAPITOL CORRIDOR®

Daily Train Schedule

WEEKDAY WESTBOUND EFFECTIVE JULY 5, 2021

CAPITOL CORRIDOR

Auburn-Sacramento-Emeryville/SF-Oakland-San Jose

CODE	STATION	Train:	521	523	525	527	531	535	537	541	545	547	551	CODE
			QUIET CARS											
COX	Colfax	Depart								9:45a				COX
ARN	Auburn	Depart				5:40a				10:15a				ARN
RLN	Rocklin	Depart				6:03a				10:30a				RLN
RSV	Roseville	Depart		4:15a	5:15a	6:12a				10:45a				RSV
SAC	Sacramento Ⓐ	Arrive		4:55a	5:55a	6:38a				11:35a				SAC
		Depart	4:10a	5:10a	6:10a	6:43a	8:55a	9:55a	10:55a	11:55a	3:55p	5:03p	7:55p	
DAV	Davis	Depart	4:25a	5:25a	6:25a	6:58a	9:10a	10:10a	11:10a	12:10p	4:10p	5:18p	8:10p	DAV
FFV	Fairfield/Vacaville	Depart	4:45a	5:45a	6:45a	7:18a	9:30a	10:30a	11:30a	12:30p	4:30p	5:38p	8:30p	FFV
SUI	Suisun/Fairfield	Depart	4:51a	5:51a	6:51a	7:24a	9:36a	10:36a	11:36a	12:36p	4:36p	5:44p	8:36p	SUI
MTZ	Martinez Ⓑ	Depart	5:10a	6:10a	7:10a	7:43a	9:55a	10:55a	11:55a	12:55p	4:55p	6:03p	8:55p	MTZ
RIC	Richmond-BART 2	Depart	5:36a	6:36a	7:36a	8:09a	10:21a	11:21a	12:21p	1:21p	5:22p	6:29p	9:22p	RIC
BKY	Berkeley	Depart	5:44a	6:44a	7:44a	8:17a	10:29a	11:29a	12:29p	1:29p	5:30p	6:37p	9:30p	BKY
EMY	Emeryville	Arrive	5:48a	6:48a	7:49a	8:22a	10:33a	11:34a	12:33p	1:33p	5:35p	6:41p	9:35p	EMY
		Depart	5:49a	6:49a	7:50a	8:23a	10:34a	11:35a	12:34p	1:34p	5:36p	6:42p	9:36p	
OKJ	Oakland Jack London	Arrive	6:00a	6:59a	8:04a	8:38a	10:44a	11:50a	12:44p	1:44p	5:52p	6:52p	9:52p	OKJ
		Depart	6:01a	7:00a		8:39a	10:45a		12:45p	1:45p		6:53p		
OAC	Oakland Coliseum-BART 2	Depart	6:11a	7:09a		8:48a	10:54a		12:55p	1:55p		7:03p		OAC
HAY	Hayward	Depart	6:21a	7:22a		8:59a	11:06a		1:05p	2:05p		7:13p		HAY
FMT	Fremont/Centerville	Depart	6:37a	7:37a		9:15a	11:23a		1:20p	2:20p		7:30p		FMT
GAC	Santa Clara/Great America	Depart	❶6:54a	❶7:54a		❶9:32a	❶11:45a		❶1:37p	❶2:38p		❶7:49p		GAC
SCC	Santa Clara/University	Depart	❶7:03a	❶8:02a		❶9:40a	❶11:53a		❶1:45p	❶2:48p		❶7:58p		SCC
SJC	San Jose 1 Ⓒ	Arrive	7:15a	8:14a		9:53a	12:11p		1:58p	3:05p		8:16p		SJC

Emeryville to San Francisco Bus Connection

CONNECTING TRAIN:			521	523	525	527	531	535	537	541	545	547	551
EMY	Emeryville- Amtrak	Arrive	5:48a	6:48a	7:49a	8:22a	10:33a	11:34a	12:33p	1:33p	5:35p	6:41p	9:35p
EMY	Emeryville- Amtrak	Depart	5:50a	6:50a	7:50a	8:25a	10:35a	11:35a	12:35p	1:35p	5:40p	6:45p	9:40p
SFC	SF Salesforce Plaza	Depart	6:20a	7:30a	8:30a	9:00a	11:05a	12:05p	1:05p	2:05p	6:10p	7:15p	10:05p

EFFECTIVE JULY 5, 2021

CAPITOL CORRIDOR®

Daily Train Schedule

WEEKDAY EASTBOUND EFFECTIVE JULY 5, 2021

San Francisco - Emeryville Bus Connection

SFC	SF Salesforce Plaza	Depart	4:45a	5:40a	6:55a	8:00a	9:25a	11:45a	2:35p	3:35p	4:40p	5:35p	6:30p
EMY	Emeryville- Amtrak	Arrive	5:10a	6:10a	7:25a	8:30a	9:55a	12:15p	3:05p	4:05p	5:15p	6:10p	7:05p
CONNECTING TRAIN:			520	522	524	526	528	532	536	538	542	544	546
EMY	Emeryville- Amtrak	Depart	5:21a	6:21a	7:35a	8:38a	10:06a	12:26p	3:21p	4:21p	5:21p	6:21p	7:21p

San Jose-Oakland-Emeryville/SF-Sacramento-Auburn

CODE	STATION	Train:	520	522 (QUIET CARS)	524	526	528	532	536	538	542	544	546	CODE
SJC	San Jose 1 C	Depart			6:18a		8:48a	11:05a		3:05p	4:05p	5:05p	6:05p	SJC
SCC	Santa Clara/University	Depart			6:24a		8:54a	11:11a		3:11p	4:11p	5:11p	6:11p	SCC
GAC	Santa Clara/Great America	Depart			6:31a		9:01a	11:18a		3:19p	4:19p	5:19p	6:19p	GAC
FMT	Fremont/Centerville	Depart			6:47a		9:18a	11:36a		3:35p	4:35p	5:35p	6:35p	FMT
HAY	Hayward	Depart			7:02a		9:33a	11:51a		3:50p	4:50p	5:50p	6:50p	HAY
OAC	Oakland Coliseum-BART 2	Depart			7:13a		9:44a	12:03p		4:01p	5:01p	6:01p	7:01p	OAC
OKJ	Oakland Jack London	Arrive			7:23a		9:56a	12:16p		4:11p	5:11p	6:11p	7:11p	OKJ
		Depart	5:12a	6:12a	7:24a	8:29a	9:57a	12:17p	3:12p	4:12p	5:12p	6:12p	7:12p	
EMY	Emeryville	Arrive	5:20a	6:20a	7:34a	8:37a	10:05a	12:25p	3:20p	4:20p	5:20p	6:20p	7:20p	EMY
		Depart	5:21a	6:21a	7:35a	8:38a	10:06a	12:26p	3:21p	4:21p	5:21p	6:21p	7:21p	
BKY	Berkeley	Depart	5:25a	6:25a	7:39a	8:42a	10:10a	12:30p	3:25p	4:25p	5:25p	6:25p	7:25p	BKY
RIC	Richmond-BART 2	Depart	5:32a	6:32a	7:46a	8:49a	10:18a	12:37p	3:33p	4:32p	5:32p	6:32p	7:32p	RIC
MTZ	Martinez B	Depart	5:58a	6:58a	8:13a	9:16a	10:45a	1:04p	4:00p	4:59p	5:58p	6:58p	7:58p	MTZ
SUI	Suisun/Fairfield	Depart	6:17a	7:17a	8:32a	9:35a	11:04a	1:23p	4:19p	5:18p	6:17p	7:17p	8:17p	SUI
FFV	Fairfield/Vacaville	Depart	6:23a	7:23a	8:39a	9:42a	11:11a	1:29p	4:26p	5:24p	6:24p	7:23p	8:24p	FFV
DAV	Davis	Depart	6:46a	7:47a	9:00a	10:04a	11:33a	1:53p	4:49p	5:46p	6:46p	7:46p	8:45p	DAV
SAC	Sacramento A	Arrive	7:10a	8:10a	9:22a	10:28a	11:57a	2:16p	5:16p	6:06p	7:10p	8:12p	9:10p	SAC
		Depart						2:25p	5:25p	6:07p	7:20p		9:20p	
RSV	Roseville	Depart						⊖2:55p	⊖6:05p	6:32p	⊖7:50p		⊖9:50p	RSV
RLN	Rocklin	Depart						⊖3:10p	⊖6:25p	6:43p	⊖8:05p		⊖10:05p	RLN
ARN	Auburn	Depart						⊖3:35p	⊖6:40p	7:16p	⊖8:20p		⊖10:20p	ARN
COX	Colfax	Arrive						⊖3:50p	No Stop		No Stop		No Stop	COX

DRAFT

EFFECTIVE JULY 5, 2021

CAPITOL CORRIDOR®

Daily Train Schedule

WEEKEND WESTBOUND EFFECTIVE JULY 5, 2021

CAPITOL CORRIDOR®

Auburn-Sacramento-Emeryville/SF-Oakland-San Jose

CODE	STATION	Train:	723	727	729	737	741	743	745	747	751	CODE
COX	Colfax	Depart				8:45a						COX
ARN	Auburn	Depart			7:55a	9:15a						ARN
RLN	Rocklin	Depart			8:18a	9:30a						RLN
RSV	Roseville	Depart			8:27a	9:45a						RSV
SAC	Sacramento Ⓐ	Arrive			8:54a	10:35a						SAC
		Depart	5:55a	6:55a	8:55a	10:55a	12:55p	2:55p	4:55p	6:55p	8:55p	
DAV	Davis	Depart	6:10a	7:10a	9:10a	11:10a	1:10p	3:10p	5:10p	7:10p	9:10p	DAV
FFV	Fairfield/Vacaville	Depart	6:30a	7:30a	9:30a	11:30a	1:30p	3:30p	5:30p	7:30p	9:30p	FFV
SUI	Suisun/Fairfield	Depart	6:36a	7:36a	9:36a	11:36a	1:36p	3:36p	5:36p	7:36p	9:36p	SUI
MTZ	Martinez Ⓑ	Depart	6:55a	7:55a	9:55a	11:55a	1:55p	3:55p	5:55p	7:55p	9:55p	MTZ
RIC	Richmond-BART 2	Depart	7:21a	8:21a	10:21a	12:21p	2:21p	4:21p	6:21p	8:21p	10:20p	RIC
BKY	Berkeley	Depart	7:29a	8:29a	10:29a	12:29p	2:29p	4:29p	6:29p	8:29p	10:28p	BKY
EMY	Emeryville	Arrive	7:33a	8:33a	10:33a	12:33p	2:33p	4:33p	6:34p	8:33p	10:33p	EMY
		Depart	7:34a	8:34a	10:34a	12:34p	2:34p	4:34p	6:35p	8:34p	10:34p	
OKJ	Oakland Jack London	Arrive	7:44a	8:44a	10:44a	12:44p	2:43p	4:44p	6:52p	8:42p	10:51p	OKJ
		Depart	7:45a	8:45a	10:45a	12:45p	2:44p	4:45p		8:43p		
OAC	Oakland Coliseum-BART 2	Depart	7:54a	8:55a	10:54a	12:55p	2:53p	4:54p		8:53p		OAC
HAY	Hayward	Depart	8:04a	9:08a	11:07a	1:05p	3:03p	5:04p		9:06p		HAY
FMT	Fremont/Centerville	Depart	8:19a	9:23a	11:22a	1:21p	3:19p	5:20p		9:21p		FMT
GAC	Santa Clara/Great America	Depart	❶8:37a	9:40a	❶11:39a	❶1:39p	3:37p	❶5:38p		9:39p		GAC
SCC	Santa Clara/University	Depart	❶8:45a	9:48a	❶11:47a	❶1:47p	3:45p	❶5:46p		9:47p		SCC
SJC	San Jose 1 Ⓒ	Arrive	9:01a	10:02a	12:03p	2:01p	3:59p	6:03p		10:01p		SJC

Emeryville to San Francisco Bus Connection

CONNECTING TRAIN:			723	727	729	737	741	743	745	747	751
EMY	Emeryville- Amtrak	Arrive	7:33a	8:33a	10:33a	12:33p	2:33p	4:33p	6:34p	8:33p	10:33p
EMY	Emeryville- Amtrak	Depart	7:35a	8:35a	10:35a	12:35p	2:35p	4:35p	6:35p	8:35p	10:35p
SFC	SF Salesforce Plaza	Depart	8:05a	9:05a	11:05a	1:05p	3:05p	5:05p	7:05p	9:05p	11:05p

DRAFT

EFFECTIVE JULY 5, 2021

CAPITOL CORRIDOR®

Daily Train Schedule

WEEKEND EASTBOUND EFFECTIVE JULY 5, 2021

San Francisco - Emeryville Bus Connection

SFC	SF Salesforce Plaza	Depart	6:40a	8:40a	10:35a	1:40p	3:40p	5:30p	6:40p	7:40p	8:40p
EMY	Emeryville- Amtrak	Arrive	7:10a	9:10a	11:05a	2:10p	4:10p	6:05p	7:10p	8:10p	9:10p
CONNECTING TRAIN:			720	724	728	732	736	742	744	746	748
EMY	Emeryville- Amtrak	Depart	7:21a	9:21a	11:21a	2:21a	4:20p	6:19p	7:21p	8:21p	9:21p

San Jose-Oakland-Emeryville/SF-Sacramento-Auburn

CODE	STATION	Train:	720	724	728	732	736	742	744	746	748	CODE
SJC	San Jose 1 C	Depart		8:05a	10:05a	1:05p	3:05p	5:05p	6:05p		8:05p	SJC
SCC	Santa Clara/University	Depart		8:11a	10:11a	1:11p	3:11p	5:11p	6:11p		8:11p	SCC
GAC	Santa Clara/Great America	Depart		8:18a	10:18a	1:18p	3:18p	5:18p	6:18p		8:18p	GAC
FMT	Fremont/Centerville	Depart		8:34a	10:34a	1:34p	3:34p	5:34p	6:34p		8:34p	FMT
HAY	Hayward	Depart		8:49a	10:49a	1:49p	3:49p	5:50p	6:49p		8:49p	HAY
OAC	Oakland Coliseum-BART 2	Depart		9:00a	11:00a	2:00p	4:00p	6:01p	7:00p		9:00p	OAC
OKJ	Oakland Jack London	Arrive		9:11a	11:11a	2:11p	4:10p	6:09p	7:11p		9:11p	OKJ
		Depart	7:12a	9:12a	11:12a	2:12p	4:11p	6:10p	7:12p	8:12p	9:12p	
EMY	Emeryville	Arrive	7:20a	9:20a	11:20a	2:20p	4:19p	6:18p	7:20p	8:20p	9:20p	EMY
		Depart	7:21a	9:21a	11:21a	2:21p	4:20p	6:19p	7:21p	8:21p	9:21p	
BKY	Berkeley	Depart	7:25a	9:25a	11:25a	2:25p	4:24p	6:23p	7:25p	8:25p	9:25p	BKY
RIC	Richmond-BART 2	Depart	7:32a	9:32a	11:32a	2:32p	4:31p	6:30p	7:32p	8:32p	9:32p	RIC
MTZ	Martinez B	Depart	7:58a	9:59a	11:58a	2:58p	4:57p	6:57p	7:59p	8:58p	9:59p	MTZ
SUI	Suisun/Fairfield	Depart	8:17a	10:18a	12:17p	3:17p	5:16p	7:16p	8:18p	9:17p	10:19p	SUI
FFV	Fairfield/Vacaville	Depart	8:23a	10:25a	12:23p	3:23p	5:22p	7:23p	8:25p	9:23p	10:25p	FFV
DAV	Davis	Depart	8:46a	10:46a	12:43p	3:46p	5:43p	7:45p	8:48p	9:44p	10:48p	DAV
SAC	Sacramento A	Arrive	9:10a	11:10a	1:14p	4:15p	6:02p	8:09p	9:15p	10:10p	11:15p	SAC
		Depart				⊖4:25p	6:03p					
RSV	Roseville	Depart				⊖4:55p	6:26p					RSV
RLN	Rocklin	Depart				⊖5:10p	6:35p					RLN
ARN	Auburn	Depart				⊖5:35p	7:06p					ARN
COX	Colfax	Arrive				⊖5:50p						COX

DRAFT

CAPITOL CORRIDOR®

Daily Train Schedule

WEEKEND WESTBOUND EFFECTIVE NOVEMBER 9, 2020

Auburn-Sacramento-Emeryville/SF-Oakland-San Jose

CODE	STATION	TRAIN:	723*	729	737	743	747	CODE
COX	Colfax	Depart			10:00a			COX
ARN	Auburn	Depart		8:01a	10:30a			ARN
RLN	Rocklin	Depart		8:24a	10:45a			RLN
RSV	Roseville	Depart	5:25a	8:33a	11:00a			RSV
SAC	Sacramento Ⓐ	Arrive	6:05a	8:58a	11:50a			SAC
		Depart	6:10a	8:59a	12:12p	3:46p	5:40p	
DAV	Davis	Depart	6:25a	9:14a	12:27p	4:01p	5:55p	DAV
FFV	Fairfield-Vacaville	Depart	6:45a	9:34a	12:47p	4:21p	6:15p	FFV
SUI	Suisun-Fairfield	Depart	6:51a	9:40a	12:53p	4:27p	6:21p	SUI
MTZ	Martinez Ⓑ	Depart	7:09a	9:58a	1:11p	4:45p	6:39p	MTZ
RIC	Richmond-BART 2	Depart	7:35a	10:24a	1:37p	5:11p	7:05p	RIC
BKY	Berkeley	Depart	7:43a	10:32a	1:45p	5:19p	7:13p	BKY
EMY	Emeryville	Arrive	7:47a	10:36a	1:49p	5:23p	7:17p	EMY
		Depart	7:48a	10:37a	1:50p	5:24p	7:18p	
OKJ	Oakland Jack London	Arrive	7:56a	10:45a	1:58p	5:32p	7:26p	OKJ
		Depart	7:57a	10:46a	1:59p	5:33p		
OAC	Oakland Coliseum-BART 2	Depart	8:06a	10:55a	2:08p	5:42p		OAC
HAY	Hayward	Depart	8:16a	11:05a	2:18p	5:52p		HAY
FMT	Fremont-Centerville	Depart	8:31a	11:20a	2:33p	6:07p		FMT
GAC	Santa Clara-Great America	Depart	◐8:48a	◐11:37a	◐2:50p	◐6:24p		GAC
SCC	Santa Clara-University	Depart	◐8:56a	◐11:45a	◐2:58p	◐6:32p		SCC
SJC	San Jose 1 Ⓒ	Arrive	9:13a	12:06p	3:15p	6:54p		SJC

Emeryville to San Francisco Bus Connection (Route 99)

CONNECTING TRAIN			723*	729	737	743	747	CODE
EMY	Emeryville Amtrak	Arrive	7:47a	10:36a	1:49p	5:23p	7:17p	EMY
EMY	Emeryville Amtrak	Depart	7:50a	No Stop	1:55p	5:25p	7:20p	EMY
SFC	SF Salesforce Plaza	Depart	8:20a	No Stop	2:25p	5:55p	7:50p	SFC

DRAFT

CAPITOL CORRIDOR®

Daily Train Schedule

WEEKEND EASTBOUND EFFECTIVE NOVEMBER 9, 2020

San Francisco to Emeryville Bus Connection (Route 99)

SFC	SF Salesforce Plaza	Depart	8:45a	10:30a	No Stop	4:35p	5:35p	SFC
EMY	Emeryville Amtrak	Arrive	9:15a	11:00a	No Stop	5:05p	6:10p	EMY
CONNECTING TRAIN			724	728	732	738	742	CODE
EMY	**Emeryville Amtrak**	**Arrive**	**9:27a**	**11:16a**	**2:13p**	**5:23p**	**6:24p**	EMY

San Jose-Oakland-Emeryville/SF-Sacramento-Auburn

CODE	STATION	TRAIN:	724	728	732	738	742	CODE
SJC	**San Jose 1 C**	Depart	8:15a	10:05a		4:13p	5:10p	SJC
SCC	**Santa Clara-University**	Depart	8:21a	10:11a		4:19p	5:16p	SCC
GAC	**Santa Clara-Great America**	Depart	8:28a	10:19a		4:26p	5:23p	GAC
FMT	**Fremont-Centerville**	Depart	8:44a	10:35a		4:42p	5:39p	FMT
HAY	**Hayward**	Depart	8:58a	10:49a		4:56p	5:55p	HAY
OAC	**Oakland Coliseum–BART 2**	Depart	9:08a	10:59a		5:06p	6:07p	OAC
OKJ	**Oakland Jack London**	Arrive	9:16a	11:06a		5:13p	6:14p	OKJ
		Depart	9:17a	11:07a	2:04p	5:14p	6:15p	
EMY	**Emeryville**	Arrive	9:26a	11:15a	2:12p	5:22p	6:23p	EMY
		Depart	9:27a	11:16a	2:13p	5:23p	6:24p	
BKY	**Berkeley**	Depart	9:31a	11:20a	2:17p	5:27p	6:28p	BKY
RIC	**Richmond–BART 2**	Depart	9:38a	11:27a	2:24p	5:34p	6:35p	RIC
MTZ	**Martinez B**	Depart	10:06a	11:53a	2:50p	6:00p	7:01p	MTZ
SUI	**Suisun-Fairfield**	Depart	10:24a	12:11p	3:08p	6:18p	7:19p	SUI
FFV	**Fairfield-Vacaville**	Depart	10:30a	12:17p	3:14p	6:24p	7:25p	FFV
DAV	**Davis**	Depart	10:50a	12:37p	3:34p	6:44p	7:45p	DAV
SAC	**Sacramento A**	Arrive	11:19a	1:09p	4:07p	7:17p	8:00p	SAC
		Depart			4:20p		8:01p	
RSV	**Roseville**	Depart			4:50p		8:23p	RSV
RLN	**Rocklin**	Depart			5:05p		8:31p	RLN
ARN	**Auburn**	Depart			5:30p		9:11p	ARN
COX	**Colfax**	Depart			5:45p 🚌			COX

DRAFT

APPENDIX B

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2021
FOR THE PROVISION OF
RAIL PASSENGER SERVICE
* * * * * *
FISCAL YEAR 2022
October 1, 2021 – September 30, 2022
(Effective October 1, 2021)

CONNECTING BUS SERVICE

Pursuant to the aforesaid Agreement and subject to all the terms and conditions thereof, Amtrak shall arrange for the provision of connecting bus service(s) during fiscal year 2022 over the route(s) set forth below. The said service(s) shall commence and terminate on the commencement and termination dates set forth therein, unless sooner terminated as provided in the aforesaid Agreement.

ROUTE 20

From: Sacramento To: Reno or Sparks	Via: Roseville, Rocklin, Auburn, Colfax, Truckee & Reno
From: Sacramento To: Stateline, NV	Via: Placerville, South Lake Tahoe/Wye and Stateline, CA
Service Level:	20A: 1 Daily Round Trips using full-size intercity motor coaches Sacramento-Reno or Sparks.

DRAFT

20D: 1 Mo-Fr except Holiday Round Trip (3623/ (including deadhead) using a full-size intercity motor coach Roseville-Sacramento.
20B & 20C are now Interline bus trips. There is an interline agreement with Amtrak where the vendor (El Dorado Transit) receives revenue from Amtrak ticket sales. There is 1 RT from Sacramento Via: Cameron Park, Placerville, Tahoe Wye to: Stateline, CA

ROUTE 3

From: Sacramento
To: Auburn
Via: Roseville and Rocklin

From: Martinez
To: Davis (Sacramento)
Via: Suisun

Service Level:

3A: 1 Mo-Fr except Holiday Round Trip (deadhead/return 3625) using full-size intercity motorcoaches Roseville-Sacramento.

3B: 3 Mo-Fr except Holiday Round Trips (3642/return deadhead) (3536/return deadhead; & 3646/return including deadheads) using full-size intercity motorcoaches Sacramento-Auburn.

3D: 0Mo-Fr except Holiday Round Trip using a full-size intercity motor coach Martinez-Davis (replacing train 518). The bus extends SJJPA-funded Davis – Sacramento bus.

ROUTE 35

From: San Jose
To: Santa Cruz
Via: Scotts Valley

Service Level:

16 Monday-Friday Round Trips and 15 Saturday-Sunday-Holiday Round Trips. This service uses commuter motor coaches with high-back seats. The SJJPA will be responsible for funding $20,000 annually towards this service. The Capitol Corridor Joint Powers Authority funds the balance per the CCJPA-Caltrans-SCMTD-VTA MOU.)

ROUTE 55

From: San Jose
To: Monterey

Via: Gilroy, Prunedale, and Seaside

Service Level: 0 Mo-Fr x Hol Round Trips and 0 Sa-Su-Hol Roundtrips between San Jose-Monterey, using commuter motor coaches with high-back seats.

From: San Jose
To: Salinas

Via: Gilroy and Prunedale

Service Level: 0 Mo-Fr x Hol Round Trip and 0 Sa-Su-Hol Roundtrip between San Jose-Salinas, using commuter motorcoaches with high-back seats.

ROUTE 99

From: San Francisco
To: Emeryville or Oakland

Via: (Actual bus stops vary by corridor and train connection) San Francisco Financial District, San Francisco Temporary Transbay Terminal, San Francisco Pier 39 and/or San Francisco Shopping Center.

Service Level: of 34 Monday-Friday One Way Trips
17.5 of 31 Saturday-Sunday-Holiday One Way Trips
Route 99 is a bus network providing multiple connections with San Joaquin, Capitol Corridor, California Zephyr and Coast Starlight trains. The bus cost is prorated between Amtrak, Capitol Corridor and Caltrans routes based on the number of daily connecting buses serving a corridor or Amtrak trains.

The ratio is calculated on an annualized total of the number of Monday-Friday except Holiday, and Saturday-Sunday-Holiday scheduled buses operated. The ratio may change as service levels are adjusted. (Calculations are available in a separate document).

BUS STANDARDS

All regularly assigned front-line buses, either full size or commuter as specified by route, to be used in the service provided shall meet the following minimum requirements:

- Each bus will be equipped with a working wheelchair lift that meets all requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et. seq., and all State and Federal regulations promulgated thereunder.
- Each bus will be equipped with a restroom (except on Route 35 and 55 motorcoaches).
- Each bus will be equipped with a trash receptacle.
- Each bus shall have storage space for passenger baggage.
- Each bus shall have storage space for bicycles.
- Each bus shall be climate-controlled with effective heating and air-conditioning.
- Each bus shall be equipped with an operable public address (PA) system.
- Each frontline bus shall be equipped with functional electronic destination signs in the front window and right-side window adjacent the boarding door, which shall be properly programmed by the driver to display the bus schedule number and destinations.
- Each bus shall be legally licensed and/or registered as required by the California Public Utilities Commission (CPUC), the United States Department of Transportation, and all other regulatory agencies for the area in which the bus operates.
- All buses shall comply with the safety and operational standards established by the California Public Utilities Commission (CPUC), the United States Department of Transportation, and Amtrak.
- Unless directed otherwise by the designated manager(s), buses will adhere to scheduled departing and or arrival times for designated stops as provided in the effective Amtrak national timetable, corridor timetable or operating timetable provided to the bus contractor, subject to traffic conditions and safe driving practices.
- Notwithstanding the bus timetable, from time to time buses may be required to hold for late trains, or other bus connections, when it does not impact upon Amtrak's scheduled bus turns and/or driver hours of service regulations.
- To insure the delivery of consistent, high-quality services to our connecting bus passengers by both frontline and supervisory employees, the following elements of the Performance Specifications, in effect at the time of the RFP and contract award, are of specific interest to the CCJPA and are therefore considered an Observation-Based Standard as defined in Section 1 (J). Drivers shall:

a. Report in full uniform as specified, with a contractor or Amtrak-issued identification badge prominently displayed at all times.
b. Maintain a professional demeanor; a professional appearance and a clean, organized work area at all times.
c. Assume responsibility for his/her personal safety, as well as the safety of other employees and passengers.
d. Be alert and vigilant at all times.
e. Maintain an appropriate voice level to be clearly heard and understood, but not boisterous or annoying to passengers and employees.
f. Make clear announcements on safety and evacuation procedures, upcoming stops, estimated delays, if any, and other announcements as appropriate for the benefit of the passengers' well-being and state-of-mind.
g. Tactfully enforce that smoking is prohibited in or near the entry door of the bus, and direct the passenger to the smoking area, if available.
h. Ensure that the appropriate manager is kept informed of any passenger problems, issues or service disruptions before taking any action, except in life-threatening or emergency situations such as an accident or endangerment of passengers by another. Call authorities first, then management.
i. Be respectful of co-workers.
j. Assist in the safe boarding and de-boarding of passengers follow the "One Door Open Rule" to focus attention on the task.
k. Assist disabled passengers with movement to access and exit the bus, and/or to the accessible restroom (if requested).
l. Be familiar with the operation of the ADA Wheelchair Lift, how to assist the passenger using a wheelchair with boarding and exiting the vehicle, and how to properly apply the securement devices for a safe ride.
m. Load and unload all passenger carry-on baggage between the platform claim area and the storage area under the bus.
n. Coordinate with Amtrak staff the loading and unloading of checked baggage if offered.
o. Time permitting, assist fellow drivers with the boarding and de-boarding of passengers and baggage to speed the transfer processes.
p. Not chew gum, use tobacco or toothpicks while on duty.
q. Not eat or drink while boarding or de-boarding passengers.
r. Not engage in gambling, begging and/or soliciting of any type while on board the bus or any Amtrak bus stop or property.
s. Not disturb the passengers' traveling experience with unprofessional conduct.
t. Never relinquish your responsibilities to another employee who is observed to be impaired or "unfit for duty."

Incident	Assessment
Failure of any motorcoach contractor employee to abide by the duties, responsibilities, and procedures of the applicable requirements and/or standards in this Appendix	$300

Failures of any motorcoach contractor employee and/or of the motorcoach operation that affect the safety of passengers	$500

APPENDIX C

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2021
FOR THE PROVISION OF
RAIL PASSENGER SERVICE
* * * * * *
FISCAL YEAR 2022
October 1, 2021 – September 30, 2022
(Effective October 1, 2021)

FINANCIALS

Pursuant to Section 3 of the aforesaid Agreement, CCJPA's maximum obligation during fiscal year 2022 to reimburse Amtrak under the said Agreement shall not exceed Thirty Six Million, Six Hundred Twenty Six Thousand, Three Hundred Thirty Five dollars ($36,626,335). Funds for the said purpose have been authorized and made available by CCJPA for fiscal year 2022 pursuant to the laws of the State.

The aforesaid aggregate amount is hereby allocated as follows:

San Jose/Sacramento/Auburn Route*	$ 36,626,335
TOTAL	**$ 36,626,335**

* Includes:
1) Estimated $9,299,281 for Third Party Costs (fuel, host railroad access fees and host railroad performance payments) and $46,902,938 in Amtrak Routes Costs and Additives per Amtrak's forecast to be reconciled against actual results per Section 3(a)(iii) and (iv) of this Agreement.

2) Does not include the CCJPA's share of Rolling Stock Insurance which will be paid by Caltrans under a separate agreement with Amtrak.

3) To assist with the loss of revenue as a result of decreased ridership due to the COVID-19 pandemic, Congress, on December 27, 2020, provided COVID-19 relief funding to Amtrak to support state-supported intercity rail services. Per the FY 21 Consolidated Appropriations Act, the relief funding is allocated to each route using a two-step formula, which for CCJPA, is $13,408,255.76 million. This funding will offset the fiscal year cost of operations.

This Appendix C constitutes an integral part of the aforesaid Agreement. No change, modification or amendment thereto shall be of any force or effect unless evidenced by a revised Appendix C.

APPENDIX D

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, ancestry, sex*, age*, national origin or physical handicap*. Such action will include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his records of employment, employment advertisements, application forms and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this Agreement.

3. Remedies for Willful Violation

(a) The CCJPA may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgment having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and issued an order under Labor Code Section 1426, which has become final or obtained an injunction under Labor Code Section 1429.

For willful violation of this Fair Employment Practices provision, the CCJPA shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by the CCJPA in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his surety under the performance bond, if any, and the CCJPA may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the CCJPA.

* See Labor Code Sections 1411 – 1432.5 for additional details.

APPENDIX E

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2021
FOR THE PROVISION OF
RAIL PASSENGER SERVICE
* * * * * *
FISCAL YEAR 2022
October 1, 2021 – September 30, 2022
(Effective October 1, 2021)

ON-TIME PERFORMANCE STANDARDS

1. Delay Minutes – Train Operations

(a) "Delay Minutes" are a Data-Based Standard collected in a manner described in Amtrak's Service Standards Manual and other delay reporting procedures as updated from time to time. Delay Minutes are attributed to a variety of causes using a three-letter coding system ("Delay Codes"), and this information is used for a variety of purposes. As described in the Service Standards Manual, every time a train's actual running time exceeds the pre-established optimum running time between stations, or whenever actual station dwell time exceeds designated station dwell time, delay has occurred. For purposes of this Appendix E, such an event shall be considered a "Delay Instance"; in the event that multiple events cause delay within the same segment, each such event shall be considered a separate Delay Instance. The total Delay Instances and their component Delay Minutes are reviewed and compiled in Amtrak's On-Time Performance Monitor Report System ("MRS"), which shall be considered the definitive source of delay data for the purposes of this Agreement.

(b) Delay Minutes identified by the Delay Codes described in the table below shall for purposes of this Appendix E be considered "Eligible Delay Minutes" and thus determine Incentives and Assessments depending on the duration of the delays as described in Section 1(d).

Code	Title, Reason, or Examples as Described in the Service Standards Manual	Notes
CAR	Car Failure (Includes HEP [“Head End Power”] failure, legitimate HBD or DED [“Hot Box Detector or Dragging Equipment Detector”] actuations, set out/pick up defective/repaired cars)	Included in cases where Amtrak maintains the rolling stock
CCR	Cab Car Failure (all en route delays caused by mechanical failure of working cab cars.) A non-working cab car, i.e., one being used simply as another passenger car in the trailing consist of a train, will not be considered a Cab Car for purposes of delay coding. "Cab Car" includes NPCU's (de-powered F·40's) and all variations of passenger type Cab Cars.	Included in cases where Amtrak maintains the rolling stock
ENG	Engine Failure (HEP Failure, legitimate HBD or DED actuations, or any on-board HBD alarm, cab signal failure on engine, set out/pick up defective repaired engines, operating with freight engine, undesired emergency applications, air problems, radio failure on engine).	Included in cases where Amtrak maintains the rolling stock
SVS	Servicing (fuel, water, toilet/trash dumping, inspections, switching private/ office cars or section of train, normal engine changes, loading/ unloading non-carload express)	Included in cases where Amtrak provides servicing
SYS	System (late crew, unscheduled re-crew, single engineer copying authorities or restroom break; alleged crew rules violation; delayed-in-block after station stop.	Delays at initial terminal only

(c) Delay Minutes identified by the Delay Codes described in the table below, or any other Delay Codes, shall not be considered “Eligible Delay Minutes” for purposes of this Section 1 of Appendix E, and thus shall not be included in the determination of incentives or assessments under this Section 1 of this Appendix E, without prejudice to any other Agreements or reporting processes making use of calculations of Delay Minutes identified with these Delay Codes.

Code	Title, Reason, or Examples as Described in the Service Standards Manual	Notes
ADA	Passenger-Related delays specifically related to disabled passengers (wheelchair lifts, exercising guide dogs, etc.)	No incentive or penalty
CON	Hold for Connection (holds for train or bus connections, including en route holds)	No incentive or penalty
CTI	Commuter Train Interference (meets, following, overtakes)	No incentive or penalty
CUI	Customs and Immigration	No incentive or penalty
DBS	Debris Strike (emergency braking, damage, set-outs from same; also debris blocking track ahead, or removal of debris from train).	No incentive or penalty
DCS	Signal Delays (wayside detector failures including false actuations, defective road crossing protection, restrictive wayside or cab signals from unknown cause or from signal, power-switch or CTC system failure; efficiency tests of the crew; drawbridge stuck open).	No incentive or penalty
DDA	Defect detector activation with nothing found wrong	No incentive or penalty
DET	Delays caused by catenary or wayside electric-power-system failure. (Note: This Delay Code Is to be used ONLY between XSH and NHV (by Conductors working between NYP and NHV).)	No incentive or penalty
DMW	M of W Work (holding for defect repair or M of W forces to clear; inability to contact M of W Foreman on radio; routed around M of W work.)	No incentive or penalty
DSR	Temporary Speed Restrictions (slow orders, slows through M of W site) Exception: heat/cold orders; see "WTR."	No incentive or penalty
DTR	Detour Delays (all delay or time lost while operating on a detour, regardless of actual cause).	No incentive or penalty
FTI	Freight Train Interference (meets, following, overtakes, restrictive signals known to be caused by freight trains, holds due to freight train derailments, non-scheduled stop to pick-up/drop-off freight train crew)	No incentive or penalty
HLD	Passenger Related (multiple spots, checked bags, large groups, smoke breaks, other passenger-related delays; except for disabled passengers, see delay code "ADA"; or sick/injured, see "INJ")	No incentive or penalty
INJ	Injury Delays (injured or sick passenger or employee)	No incentive or penalty
ITI	Initial Terminal Delay due to late-arriving inbound train causing late release of equipment or late crew rest, where mechanical-failure delay is NOT involved.	No incentive or penalty
MBO	Drawbridge openings for marine traffic, where no failure of the drawbridge is involved.	No incentive or penalty
NOD	Wait for scheduled departure time at stations, kill time to prevent early arrival at stations.	No incentive or penalty
OTH	Miscellaneous Amtrak-responsible delays (unable to make normal speed, heavy train, isolation of engine[s] for fuel conservation, etc. Also, person pulling emergency cord)	No incentive or penalty
POL	Police Related (DEA; police/fire department holds on right-of-way; bomb threat delays; can include on-train police activity)	No incentive or penalty
PTI	Passenger Train Interference (meets, following, etc. -does not include commuter trains)	No incentive or penalty
RTE	Routing (crossover moves, lining manual or spring switch, run via siding, late track bulletins, inability to contact DS, dispatcher-holds). Also includes delays resulting directly from being routed to abnormal track at stations.	No incentive or penalty
TRS	Trespasser Incidents (Includes crossing accidents, trespasser or animal strikes, vehicle on track ahead; "near-miss" delays; bridge strikes by vehicle or boat)	No incentive or penalty
WTR	Weather (includes heat/cold orders; storms, floods, fallen trees, washouts, landslides; earthquake-related delays; slippery rail due to leaves; burning leaves caught under truck of car; snow-removal equipment working ahead; ice or snow under equipment, including wayside defect-detector actuations caused by ice)	No incentive or penalty

(d) For each Delay Instance attributed to the Delay Codes listed in Section 1(b) above, Amtrak shall incur Assessments as follows:

Eligible Delay Minutes per Delay Instance	Assessment
6-10 minute initial terminal delay	$250
11-15 minute initial terminal delay	$400
Greater than 15 minute initial terminal delay	$600
11-15 en route delay	$250
Greater than 15 minute en route delay	$600

(e) In certain circumstances, a train may be Cancelled (whereby Amtrak decides not to begin the train's scheduled trip prior to its departure from the initial terminal) or Suspended (whereby Amtrak decides to end a train's scheduled trip prior to its arrival at the final terminal). Amtrak will endeavor to provide alternative transportation to passengers for trains that are Cancelled or Suspended. For each train that is Cancelled or Suspended due to a reason included in the Delay Codes listed in Section 1(b), and for which alternative transportation was not provided. Amtrak shall incur Assessments as follows:

Event	Assessments
Cancelled or Suspended train, delay code SVS or SYS	$1500
Cancelled or Suspended train, delay code CAR, CCR, or ENG	$750

(f) NOT USED

(g) Amtrak shall provide the CCJPA supporting documentation for the calculations described above in electronic format, containing both a static format (e.g., Portable Document Format (PDF)) that shall be the version of record and a format allowing for data manipulation (e.g., spreadsheet and/or comma separated values (CSV)).

(h) If during the term of this Agreement Amtrak changes the way in which the MRS is compiled, then Amtrak shall confer with the CCJPA, and other affected states governed by Section 209 of PRIIA with similar Incentive and Assessment provisions, to determine if that change has a material impact on the calculation of Incentives or Assessments and whether an amendment to this Appendix E is necessary. If Amtrak, CCJPA, and other States are unable to agree, then Amtrak will adjust its calculations of Incentives and Assessments to account for the change such that Incentives and Assessments are substantially equal to what they would have been had the change not occurred.

APPENDIX F

NATIONAL RAILROAD PASSENGER CORPORATION
and
CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2021
FOR THE PROVISION OF
RAIL PASSENGER SERVICE
* * * * * *
FISCAL YEAR 2022
October 1, 2021 – September 30, 2022
(Effective October 1, 2021)

STANDARDS FOR EMPLOYEE CONDUCT AND REVENUE COLLECTION

Employee Conduct

(a) Amtrak's Service Standards Manual for Train Service and On-Board Service Employees, as amended from time to time, exists to ensure the delivery of consistent, high-quality service to our passengers by both frontline and supervisory employees. It ties together, in a single reference document, many diverse company policies, procedures and standards that apply to the services Amtrak's Train Service and On-Board Service employees perform. Amtrak's Service Standards Manual for Train Service and On-Board Service Employees will be used for an Observation Based Standard as defined in Section 1 (j) with focus on the following elements of the Standards Manual.

(1) Chapter 6 of Service Standards Manual for Train Service and On-Board Service Employees, as amended from time to time, describes Crew Functions & Responsibilities. Section B.2. of this chapter describes All Crew Members' General Responsibilities. These responsibilities include but are not limited to the following:

a. Report in full uniform with Amtrak photo identification badge and co-branded Amtrak/Capitol Corridor name tag prominently displayed at all times.
b. Maintain a professional demeanor, a professional appearance and a clean, organized work area at all times.
c. Do not chew gum or use toothpicks while on duty.
d. Do not eat or drink while boarding or detraining passengers.
e. Gambling, begging and/or soliciting of any type while on-board the train or on any Amtrak/Caltrans property is prohibited.

f. Do not disturb the passengers' traveling experience with unprofessional conduct.
g. Assume responsibility for his/her personal safety, as well as the safety of other employees and passengers.
h. Be alert and vigilant at all times.
i. Do not lean against cars or structures, nor appear to stroll aimlessly on platforms.
j. Maintain an appropriate voice level to be heard and understood, but not boisterous or annoying to passengers.
k. Make appropriate announcements.
l. Tactfully enforce the smoking policy, as set forth in Section 3(a)(2) of this Appendix
m. Ensure that the Conductor is kept informed of any passenger problems, issues or service disruptions before taking any action, except in life-threatening emergency situations such as a derailment.
n. Be respectful of co-workers.
o. Assist, encourage, train and motivate fellow crew members.
p. Never relinquish your responsibilities to another employee who is observed as not "fit for duty".
q. Assist passengers with boarding and detraining.
r. Assist disabled passengers with meal service, movement to a feature car (if requested), restroom, etc.
s. Assist with wheelchair and wheelchair lift operation as necessary.

(2) Chapter 7 of Service Standards Manual for Train Service and On-Board Service Employees, as amended from time to time, describes Policies and Procedures. Section A.13. of this chapter describes the Smoking Policy:

> Amtrak supports a smoke free environment and does not allow the use of tobacco products or electronic smoking devices on board trains and in stations, offices and other designated Amtrak facilities. All On-Train personnel are responsible for the enforcement of the smoking policy.

(3) Chapter 8 of the Service Standards Manual for Train Service and On-Board Service Employees, as amended from time to time, describes Accounting, including Train Service Accounting Procedures. As described in Section 1 A.c of this chapter, the safe operation of the train will always take precedence over ticket collection and use of the eTicketing Mobile Device. As described in Section 1 A.e of this chapter, Conductors and Assistant Conductors are responsible for:

a. Prompt revenue collection and remittance.

b. Proper care and handling of all tickets, money, revenue tools and transportation documentation.
c. Using courtesy, tact and good judgment when interacting with passengers.

(b) Amtrak's General Guidelines for Station Employees, as amended from time to time ("Guidelines"), contains general guidelines for station employees to supplement Amtrak policies and local and departmental rules. These Guidelines include the responsibilities listed Section 3(a)(1) of this Appendix, with the exception of those responsibilities described therein that are only performed on board a train. In addition, Station Employees' responsibilities also include the following:

a. Unless busy at assigned work such as the ticket office, baggage area, etc., be available and in a position to offer assistance to customers.
b. See that passengers are directed to correct platform and train cars and do not board the wrong train.
c. Greet customers appropriately, courteously and pleasantly.
d. Assist passengers in wheelchairs in a timely manner, specifically when boarding and detraining.

(c) The CCJPA will designate inspectors to verify that Amtrak Train Service, On-Board Service, and Station Employees are conducting themselves in accordance with those elements of the Service Standards Manual and/or General Guidelines for Station Employees that are described in this Section.

(d) In the event that a designated CCJPA inspector asserts, based on personal observation, that an element of the Service Standards Manual or General Guidelines for Station Employees described in this Section has been violated by an Amtrak employee, the Managing Director or Transportation Services Manager for CCJPA shall notify the Senior Director California Services Amtrak of the alleged violation within two (2) business days via either electronic mail or the contact information specified in Section 9 of this Agreement and provide any related supporting information. Amtrak will investigate the alleged violation according to the provisions of any applicable collective bargaining agreement and will report to the CCJPA the outcome of this investigation.

(e) The parties shall keep records of the alleged violations identified by the designated CCJPA inspectors. Upon the third and each subsequent instance of a specific Amtrak employee violating the Service Standards

Manual or General Guidelines for Station Employees described in this Section that is substantiated by the investigation and report process described in Section (d) above, Amtrak shall incur Assessments as follows:

Incident	Assessment
Failure of any Amtrak Train Service, On-Board Service, or Station Employee to abide by the duties, responsibilities, and procedures of the applicable Service Standards Manual and/or General Guidelines for Station Employees described in this Appendix	$400

Amtrak may determine that there was a likely failure of a Train Service or On-Board Service Employee to conduct him/herself in accordance with those elements of the
Service Standards Manual described in this Section and in its sole discretion may agree to incur an Assessment without any corroborating conclusions from any related internal disciplinary process, or without pursuing any formal disciplinary process. Any Assessment shall be processed as described in Section 1(j) of this Agreement.

(f) In addition to the procedures described in this Appendix, Amtrak has existing procedures for receiving and responding to passenger concerns and/or complaints not directly observed by the designated inspectors described in Section 3(c). The CCJPA should encourage passengers with any concerns or complaints not directly observed by the designated inspectors to contact the CCJPA at 1-877-9-RIDE-CC or to send a comment via www.capitolcorridor.org. In certain cases, the CCJPA may wish to contact Amtrak via the contact information specified in Section 9 of this Agreement to alert Amtrak when it learns of unusual passenger concerns and complaints.

APPENDIX G

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2021
FOR THE PROVISION OF
RAIL PASSENGER SERVICE
* * * * * *
FISCAL YEAR 2022
October 1, 2021 – September 30, 2022
(Effective October 1, 2021)

TRAIN CONSIST VEHICLE AVAILABILITY STANDARDS

Equipment to be furnished by Amtrak

Consistent with the train timetables in force as of the effective date of this Agreement, Amtrak will supply to the CCJPA seven (7) equipment sets of serviceable rolling stock each day for train operations. During the current pandemic conditions Capitol Corridor Service is operating a reduced service that requires Amtrak to provide (7) equipment consists, but this level will revert to the prior nine (9) consist requirement when the service returns to its full pre-pandemic frequency levels. Amtrak will develop a daily Consist Plan for CCJPA review and approval. Amtrak shall comply with the agreed upon consist plan. Amtrak will develop a Consist Plan email distribution list for the CCJPA approval. When changes are made to the Consist Plan, Amtrak shall immediately send email notification utilizing the Consist Plan email distribution list on file with the parties.

Amtrak will make good faith effort to configure equipment consists based on the deployment plan provided by CCJPA and SJJPA. The table below show consist plans for CCJPA.

Corridor	Locomotive	Car #1	Car#2	Car#3	Car#4	Car#5	Car#6
Capitol Corridor	SC-44 F59PHI	8000 or 6000 series coach 34900 Series	8200 Bike or 8000 0r 6000 coach 34900 Series	8800 series diner or 6300 series café (***) Or can substitute with a Wi-Fi brain coach car while food service is suspended	8300 or 6900 series cab car	##	##

****Car to be added when requested in writing by the JPA.*

Eq. Name >>>	Caltrans F59 Locomotive	CalTrans Dash8	Charger Locomotive	Diner	Standard Coach	Superliner Coach	Superliner Lounge	Business Class	Baggage Coach	Cab Bag Coach	Comet Coach	NPCU	Venture 1A	Venture 1B	Venture 1C	Venture 1D	Venture 4A
Eq. Code >>>	**CL**	**OW**	**CG**	**CE/OF**	**CK/OC**	**LJ/SJ**	**RJ**	**OM**	**CO**	**CJ/OB**	**CS**	**CQ**	**OG**	**OH**			
San Joaquins	7		4	7.5	17	1.5	0	0	0	9.5	10	4	11	7	1	7	1
Capitols	8		4	8.5	12	1.5	0	0	6	8.5	0	0	0	0	0	0	0
OAK Protect	1	1	2	0	5	0	0	0	0	1	4	0	0	0	0	0	0
Retired	-1																
Total OAK	15		10	16	34	3	0	0	6	19	14	4	11	7	1	7	1
Surfliner (LA)	0		14	10	21	8	1	10	0	11	0	0	0	0	0	0	0
Total	15	0	24	26	55	11	1	10	6	30	14	4	11	7	1	7	1

Assessments

Amtrak shall be assessed $300 per incident for failure to furnish an equipment set or portion of an equipment set required for service with the minimum equipment as defined in the consist plan. A failure to adhere to an agreed upon change in the consist plan will be assessed $350 per incident.

From time to time, Amtrak may substitute like equipment in order to assure passenger service.

CCJPA will waive any assessment if, Amtrak can prove the failure to adhere to this consist plan was beyond Amtrak's reasonable control.

APPENDIX H

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2021
FOR THE PROVISION OF
RAIL PASSENGER SERVICE
* * * * * *
FISCAL YEAR 2022
October 1, 2021 – September 30, 2022
(Effective October 1, 2021)

REQUIRED REPORTS

1. Annually
   a. By December 15, a final financial reconciliation of the previous fiscal year.
   b. By December 31, the data required to submit to the State of California for the State Controller's Report, including total passengers, actual vehicle revenue hours (weekdays, Saturdays and Sundays), total vehicle revenue hours , revenue vehicle inventory (weekdays, Saturdays and Sundays), total vehicles in operation, total employees (public and contract).
   c. By March 31, an estimate of the annual budget for the coming fiscal year that identifies train and bus operating expenses, train and bus revenues, project expenses, equipment insurance expenses, operating loss, funding requirements for CCJPA and Amtrak, and other expenses, passengers, and passenger miles.

2. Quarterly
   a. Data-Based Incentives and Assessments

3. Monthly Reports (within 45 days of the end of the month)
   a. APT route cost validation report
   b. Call Center comments with redacted names and identifying information

4. Monthly (within 20 days of the end of the month)
   a. Train/Bus Ridership and transportation revenue report
      1) City pair data
      2) Amtrak System Ridership – Month and FY YTD
      3) Monthly Smart Pass
      4) Train and Bus Ridership and Revenue: Current; Prev Yr; Change vs. Prev Yr

b. Crime Report (summary of incidents, dates, time periods, locations, resolution)
c. On-time performance (OTP): End-Point, All Stations, Customer
d. OTP by Route and by Train and by Station (terminal and intermediate)
e. Ground power usage report for Sacramento, San Jose, Auburn (once operational)
f. Invoice Data
g. Customer Satisfaction (CSI)
h. Passenger miles (Train and Bus)
i. Food & Beverage report that includes information on spoilage
j. Verbal staffing level update (to be provided during monthly service operations meeting).
k. Reservation & Call Center data – Amtrak call desk, number of calls transferred to CCJPA
l. Oakland Item Action Report

5. Daily (by 9:00 a.m. next day)
   a. Amtrak will provide a report on previous day's operations, including: on-time performance, cause of delays, slow orders, unusual incidents, and other service delays available via Arrow or through the morning report automatically generated and distributed via the Arrow printer. Report on previous day's bus and train ridership and related data captured from Conductor and Bus Driver EMDs made available via an automated monthly report updated daily.
   b. Fuel consumption by train

6. Immediately (as soon as possible)
   a. Any incident that will result in a delay of 15 minutes or more.
   b. Any police/fire actions brought to the attention of Amtrak along the corridor that will result in a delay of 15 minutes or more.
   c. Any FRA reportable injuries to passengers, employees, or members of the public.
   d. Serious delays affecting service regardless of cause.
   e. Serious mechanical problems which affect service.

7. Electronic Data Access: Amtrak may provide access to certain reports via an Amtrak-provided electronic data retrieval system. In its use of the data retrieval system, CCJPA shall abide by AMTRAK's policies, terms, and conditions for the same, including accessing only the information CCJPA is authorized to access. If AMTRAK determines that an employee of CCJPA is violating AMTRAK's policies, terms, and conditions for use of the system, or otherwise using the system in a way that is abusive, unethical, or inappropriate, AMTRAK may discontinue that CCJPA employee's 's access to the electronic data retrieval system.

No Cadence Specified. These reports will be provided in a timely manner as they are available:

1. FRA/CPUC mechanical inspection reports received by Amtrak.
2. Any mechanical delay defects related to FRA, ADA, or FDA regulations.

Assessments

Incident	Assessment
Failure of Amtrak to provide such required reports as outlined in this Appendix	$150/day

APPENDIX I

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2021
FOR THE PROVISION OF
RAIL PASSENGER SERVICE
* * * * * *
FISCAL YEAR 2022
October 1, 2021 – September 30, 2022
(Effective October 1, 2021)

CUSTOMER SATISFACTION

CSI (Customer Satisfaction Indices)

(a) Each month, Amtrak contacts a random sample of its passengers via e-mail after the conclusion of a train trip with Amtrak and asks them to rate their perceptions of various attributes of their experience on a numerical scale. Results from multiple passengers are compiled to produce Customer Satisfaction Index or CSI Scores, both for specific trip attributes ("Single Attribute CSI") and on an overall basis ("Overall CSI"). CSI Scores are compiled monthly, and for the purposes of this section will be calculated as a 3-month average on a quarterly basis.

(b) Amtrak and the CCJPA have determined that the following CSI Scores are important measures of the success of the Service, and have therefore established them as a Data-Based Standard as defined in Section 1(j) with the following Targets, Incentive Thresholds, and Incentives as follows:
1) Targets are the Parties' expectations of the average CSI Score results for the term of the agreement.
2) Incentive Thresholds are the CSI Scores at or above which the CCJPA agrees to pay Amtrak Incentives.
3) Incentives are the amounts that the CCJPA will pay Amtrak in the event an CSI Score is at or above an Incentive Threshold. These amounts shall be fixed irrespective of how much the CSI Scores exceed the Incentive Thresholds.

CSI Measure	Target	Incentive Threshold	Quarterly Incentive to Amtrak if Exceeding Incentive Threshold [Max = $37,500]
Overall CSI – Low Tier [50% of Max]	89%	89%	$18,750
Overall CSI – Mid Tier [75% of Max]	90%	90%	$28,125
Overall CSI – Top Tier [100% of Max]	91%	91%	$37,500

APPENDIX J

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2021
FOR THE PROVISION OF
RAIL PASSENGER SERVICE
* * * * * *
FISCAL YEAR 2022
October 1, 2021 – September 30, 2022
(Effective October 1, 2021)

STANDARDS FOR MAINTENANCE OF STATIONS

The Parties acknowledge that the train stations used in providing the Service, including their component structures, shelters, platforms, parking areas, and other elements ("Stations"), are an important part of the passenger experience, and that Amtrak has developed policies, procedures, and standards for those Stations where it plays a role in station maintenance. The following aspects of station maintenance are of specific interest to the CCJPA and are therefore considered an Observation-Based Standard as defined in Section 1(j).

The Parties acknowledge that Stations for the Service are maintained by a variety of entities, including Amtrak, host railroads, cities, counties, corporations, government agencies, and others. At many stations, different components are owned and maintained by different entities. The table below (Stations, Classification, and Selected Maintenance Data) summarizes some of these arrangements, which in many cases are set forth in detail in other agreements and amended from time to time. In the event there is a discrepancy between any information in the table and another agreement specifically concerning the maintenance of a station, the parties shall rely on the other agreement as accurate. Amtrak will provide CCJPA with summaries of Capitol Corridor served station leases to help clarify cost, maintenance requirements and other aspects of support.

For the purposes of this Agreement, Amtrak classifies its stations used in providing the Service as follows:

a. Large Terminals. Large Terminals have Amtrak staff, multiple platforms, serve multiple intercity routes, and often have commuter service as well. The operation and maintenance of Large Terminals are governed by existing agreements between Amtrak, other railroads, and other tenants in and users

of the terminal facilities. For the purposes of this agreement, the Parties shall not include Large Terminals in any program of Observation-Based Standards.

b. Amtrak Staffed and Maintained. At Amtrak Staffed and Maintained stations, Amtrak staffs a ticket counter and may provide baggage services; provides regular janitorial services; provides certain building maintenance and repair services; and removes snow and ice from platform areas and non-platform areas as necessary.

(a) General Conditions. Amtrak will maintain these stations on a daily basis to appear neat, clean, and free of graffiti. The station areas will be kept free of dangerous and hazardous materials such as broken glass, bottles and cans or other materials, which could be a threat to public health or safety. Amtrak shall provide Amtrak's janitorial service vendor's schedule by station and be notified when the schedule changes.

(b) Daily Janitorial Services. Amtrak shall furnish all labor, tools, materials and equipment necessary to perform required janitorial services. Restrooms will be cleaned twice a day and spot checked every four hours. Floors will be mopped and/or swept daily, and additionally as needed during inclement weather. Carpeted areas will be vacuumed daily. Trash and recycling containers as applicable will be emptied daily or as necessary.

(c) Periodic Cleaning. Approximately once each month, where applicable, restroom deodorizers will be serviced; where applicable, entrance mats will be replaced and cleaned. Approximately twice each month, station seating areas will be wiped down; exterior windows reachable without a ladder will be washed. Approximately annually, fabric seating areas will be steam cleaned.

(d) Exterior Maintenance. Where applicable, lawns, landscaped areas, and irrigation systems will be maintained and cleared of litter. Snow and ice will be removed in a timely manner.

(e) Seasonal Maintenance. Where applicable, heating and cooling systems will be inspected in the spring and fall and serviced as necessary.

c. Amtrak Staffed, Shared Maintenance. At Amtrak Staffed, Shared Maintenance stations, Amtrak staffs a ticket counter and may provide baggage services. Regular janitorial services, building maintenance and repair services, and snow and ice removal from non-platform areas are provided by a party other than

Amtrak. Amtrak generally removes snow and ice from platform areas as necessary.

Amtrak will maintain its workspaces at these stations in a neat and clean manner. Amtrak will maintain the areas of its responsibility as it does with Amtrak Staffed and Maintained Stations, and will otherwise alert the parties responsible for janitorial, maintenance, and repair services in a timely manner when it is aware of unsightly or unsafe conditions. Unless otherwise specified, Amtrak will remove snow and ice from the platform areas in a timely manner.

d. Unstaffed, Shared Maintenance. At Unstaffed, Shared Maintenance stations, Amtrak does not provide a ticket counter or any baggage services. In certain cases, Amtrak may provide a caretaker who performs regular janitorial services; may provide certain building maintenance and repair services; and may remove snow and ice from platform areas and non-platform areas as necessary.

Where Amtrak provides a caretaker, the caretaker will maintain these stations on a daily basis to appear neat and clean. The station areas will be kept free of dangerous and hazardous materials such as broken glass, bottles and cans or other materials, which could be a threat to public health or safety. Amtrak shall furnish all labor, tools, materials and equipment necessary to perform required janitorial services. Amtrak will empty trash and recycling containers on a regular basis. Where specified, Amtrak will remove snow and ice from non-platform and platform areas in a timely manner.

e. Unstaffed, No Responsibility. At Unstaffed, No Responsibility stations, Amtrak does not provide a ticket counter or any baggage services. Regular janitorial services, building maintenance and repair services, and snow and ice removal from platform and non-platform areas are provided by a party other than Amtrak.

At Stations where Amtrak operates under a lease agreement with another entity, Amtrak will pursue the remedies available in its lease to ensure the lessor meets the maintenance and repair obligations of the lease. In the event of a dispute between Amtrak and the lessor, Amtrak will keep the CCJPA informed of its efforts to resolve said dispute, and will at the CCJPA's request provide the CCJPA a written summary of the provisions of the lease relevant to the dispute. Amtrak and the CCJPA may also jointly approach the lessor in an effort to resolve any disputes.

In cases when responsible parties other than Amtrak are identified, they are identified based on the best available information at the time and are included for informational purposes only.

The CCJPA will designate inspectors to verify that Stations are being maintained as described in this Section.

In the event that a designated CCJPA inspector asserts, based on personal observation, or is presented with photographic or other evidence, that a Station is not being maintained as described in this section, the Transportation Officer or his/her designee for CCJPA shall notify the Director, State Supported Services and the Vice President Operations - Southwest California for Amtrak of the alleged situation within 1 business day via either electronic mail or the contact information specified in Section 9 of this Agreement and provide any related supporting information or photographs.

Upon receipt of notice from the CCJPA that a station is not being maintained as described in this section, Amtrak shall have five (5) business days to verify the reported conditions and either remedy the situation or begin the appropriate procurement process to retain an outside vendor to remedy the situation, and inform the CCJPA of its actions. Safety compromising conditions must be resolved as soon as practical, within 24 hours. Amtrak will take reasonable steps to ensure public safety and protect property before and while remedying the situation. In the event that the proposed remedy is likely to exceed any existing amounts budgeted by Amtrak for station maintenance and repair, Amtrak will confer with the CCJPA to jointly determine an appropriate course of action. In certain cases, weather may affect the schedule for conducting any required work. In the event that Amtrak does not remedy the situation and inform the CCJPA, Amtrak shall incur Penalties as follows:

Incident	Penalty
Failure to remedy any situation, or begin the appropriate procurement process to retain an outside vendor to remedy the situation, where Station maintenance does not follow the standards described in this Section	$250

Stations, Classification, and Selected Maintenance Data

Station	Classification	Janitorial	Maintenance & Repair – Parking	Maintenance & Repair – Structure	Maintenance & Repair - Platform	Snow & Ice – Non-Platform	Snow & Ice – Platform
Sacramento, CA	Staffed, Amtrak	Amtrak	City	City	Amtrak		
Davis, CA	Staffed, Amtrak	Amtrak	City	City	Amtrak		
Martinez, CA	Staffed, Amtrak	Amtrak	City	City	Amtrak		
Emeryville, CA	Staffed, Amtrak	Amtrak	Developer	Amtrak	Amtrak		
Oakland Jack London, CA	Staffed, Amtrak	Amtrak	Port	Amtrak	Amtrak		
San Jose, CA	Staffed, Shared Responsibility	Caltrain JPB	Caltrain JPB	Caltrain JPB	Caltrain JPB		
Richmond, CA	UnStaffed, Bay Area Rapid Transit District Shared Responsibility	San Francisco Bay Area Rapid Transit District	San Francisco Bay Area Rapid Transit District	San Francisco Bay Area Rapid Transit District	Amtrak		
Auburn, CA	Unstaffed, Shared Responsibility	City	City	City	Amtrak		
Roseville, CA	Unstaffed, Shared Responsibility	Amtrak	City	City	Amtrak		
Rocklin, CA	Unstaffed, Shared Responsibility	City	City	City	Amtrak		
Suisun City, CA	Unstaffed, Shared Responsibility	City	City	City	Amtrak		

Berkeley, CA	Unstaffed, Shared Responsibility	Amtrak	City	Amtrak	Amtrak		
Oakland Coliseum Station	Unstaffed, Shared Responsibility	Amtrak (Platform only)	City	Amtrak – structure(s) on platform City – pedestrian ramp structure	Amtrak		
Hayward, CA	Unstaffed, No responsibility	City	City	Amtrak – structure(s) on platform	Amtrak		
Fremont-Centerville, CA	Unstaffed, No responsibility	City	City	City	Amtrak		
Great America/Santa Clara, CA	Unstaffed, Shared responsibility	Amtrak	City	Amtrak - structure(s) on platform	Amtrak		
Santa Clara/ University, CA	Unstaffed, No responsibility	Caltrain JPB	Caltrain JPB	Caltrain JPB	Caltrain JPB		
Fairfield/Vacaville	Unstaffed	Amtrak (Platform only)	City	City	Amtrak		

APPENDIX K

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2021
FOR THE PROVISION OF
RAIL PASSENGER SERVICE
* * * * * *

FISCAL YEAR 2022
October 1, 2021 – September 30, 2022
(Effective October 1, 2021)

SAMPLE SUMMARY INVOICE

AMTRAK

Invoice
Mail Remittance To:
National Railroad Passenger Corp.
Amtrak
23615 Network Place
Chicago, IL 60673-1236

Invoice No.
90051467

Tranika White
Capitol Corridor Joint Power Auth
14th Floor East
300 Lakeside Drive
Oakland CA 94612

Customer No	Due Date
3001494	09/16/2014
Invoice Date	**Amount Due**
09/16/2014	$2,736,654.46

Amount Enclosed $_____

DETACH HERE AND RETURN TOP PORTION OF INVOICE WITH YOUR PAYMENT TO ENSURE PROPER CREDIT IS MADE

Sales Order No 50007083 **Amtrak Contact** Jason R Sklarz
Customer No 1001190 **Customer Contact** Hubert Hanrahan

NRPC and CCJPA - - Agreement for the Provision of Rail Passenger Service

Srv. Month	PO / Contract Number	Amount
Aug, 2014		
	SSR - CAPITOL CORRIDOR - Aug 2014	$2,736,654.46

Subtotal:	$2,736,654.46
Advance Payment Applied	$0.00
Total due this Invoice	$2,736,654.46

Interest will be charged on late payments in accordance with the terms and conditions of the contract.
Please include customer name, customer number and our invoice number on your remittance to ensure your payment is credited to your account.
Questions regarding this document may be directed to:
accountsreceivable@amtrak.com

or write to:

Finance Department
AMTRAK
2955 Market St Box 61
PHILADELPHIA, PA 19104

Invoice
90051467
CUSTOMER COPY
NRPC 1808 (4/91) PLEASE RETAIN THIS PORTION FOR YOUR RECORDS Page 1 of 1

National Railroad Passenger Corporation
Capitol Corridor State Supported Rail Service
Statement of Net Amount Due From/(To) CCJPA
Month: August 2014

	RT37 Capitols
REVENUE:	
Fixed revenue	$ 2,654,720.00
TOTAL REVENUE	2,654,720.00
EXPENSES:	
Fixed costs	4,646,408.00
Fuel costs	566,759.02
Host railroad costs	180,790.60
TOTAL EXPENSES	5,393,957.62
NET ROUTE DEFICIT	2,739,237.62
Terminal Yard Credit	(2,583.16)
AMOUNT DUE FROM CCJPA	**$ 2,736,654.46**
LESS: ADVANCE PAYMENT	-
NET AMOUNT DUE FROM/(TO) CCJPA	**$ 2,736,654.46**
Operating Statistics- Estimate	
Passengers	**120,553**
Total Train Miles	**97,000**
Car Miles	**457,137**
Passenger Miles	**8,153,156**
Actual Ticket Revenue	$2,351,399.05
Other Revenue	$23,547.92
Food and Beverage	$138,641.83
Total Actual Revenue	$ 2,513,588.80

Proprietary and Confidential: Amtrak and State Partner Use Only

Comparison of Forecast and APT Actuals per the PRIIA 209 Methodology

Capitols	209 Pricing Policy	
	APT Actuals for 2014.AUG	Contract Forecast for 2014.AUG
REVENUES		
Ticket Revenue	$2,351,399.05	$2,438,500.00
Food & Beverage	$138,641.83	$137,583.00
Other Revenue	$23,547.92	$26,583.00
Total Passenger & Other Revenue	**$2,513,588.80**	**$2,602,666.00**
EXPENSES		
Third Party Costs		
Host Railroad Maintenance of Way and Performance Incentives	$189,459.60	$794,560.00
Fuel and Power	$566,759.02	$726,544.00
Subtotal: Third Party Costs	**$756,218.62**	**$1,521,104.00**
Route Costs		
Train & Engine Crew Labor	$932,759.04	$1,213,576.00
Car & Locomotive Maintenance and Turnaround	$568,588.24	$805,272.00
OBS - Crew	$172,853.52	$245,024.00
Commissary Provisions	$67,663.55	$120,952.00
Route Advertising	$0.00	$0.00
Sales Distribution	$41,913.16	$69,888.00
Reservations & Call Centers	$124,085.93	$0.00
Stations - Route	$10,293.06	$14,040.00
Stations - Shared	$472,189.67	$609,232.00
Commissions	$47,766.83	$60,112.00
Customer Concession	$6,018.01	$5,928.00
Connecting Motor Coach	$200,553.31	$457,392.00
Regional/Local Police	$21,997.21	$40,664.00
Block & Tower Operations	$0.00	$0.00
Terminal Yard Operations	$44,170.50	$77,792.00
Terminal MoW	$240.72	$520.00
Insurance	$48,402.02	$86,632.00
Subtotal: Route Costs	**$2,759,494.77**	**$3,807,024.00**
Additives		
Marketing	$51,575.32	$61,672.00
T&E	$302,213.93	$393,224.00
MoE	$154,087.41	$218,192.00
OBS	$24,051.71	$36,608.00
Police	$40,765.78	$50,960.00
G&A	$55,189.90	$78,728.00
Subtotal: Additives	**$627,884.05**	**$839,384.00**
Total Expenses	**$4,143,597.44**	**$6,167,512.00**
Estimated State Operating Payment or (Credit)	**$1,630,008.64**	**$3,564,846.00**
NEC Through-Revenue Credit	$0.00	$0.00
Charge per Passenger mile on NEC (if applicable)	$0.00	$0.00
NEC Through-Revenue Contribution or (Loss)	**$0.00**	**$0.00**
Estimated State Operating Payment or (Credit), Through Revenue Option	**$1,630,008.64**	**$3,564,846.00**

National Railroad Passenger Corporation
Capitol Corridor State Supported Rail Service
Train Revenue and Ridership / Other Revenue
Month: **August 2014**

Train No./ Leg No.	Train Revenue Riders	Psgr. Mi.	Ticket Revenue
520/000	1,927	94,885	$21,362.91
521/000	3,990	231,122	$49,243.33
522/000	3,109	170,261	$40,235.12
523/000	5,957	362,445	$81,062.36
524/000	4,135	262,732	$71,608.07
525/000	3,773	237,224	$55,947.47
526/000	1,318	83,099	$24,336.21
527/000	4,873	319,025	$79,363.57
528/000	2,365	187,503	$53,137.46
529/000	4,058	243,237	$62,355.11
530/000	1,442	94,524	$29,712.83
531/000	1,343	86,866	$24,820.50
532/000	2,787	228,308	$65,791.02
533/000	1,700	114,530	$33,012.28
534/000	2,202	136,200	$39,174.20
535/000	2,303	187,699	$55,333.03
536/000	4,980	303,579	$78,044.70
537/000	3,172	254,982	$71,715.46
538/000	5,713	409,641	$100,192.14
540/000	3,522	234,149	$54,121.93
541/000	2,009	131,903	$41,070.11
542/000	6,088	398,535	$99,381.06
543/000	4,828	338,605	$92,858.36
544/000	5,411	340,749	$91,348.95
545/000	3,484	202,899	$52,513.50
546/000	2,031	139,648	$40,221.25
547/000	3,947	261,603	$71,868.77
548/000	637	44,514	$13,129.46
549/000	1,709	113,699	$33,095.84
551/000	717	46,218	$14,234.60
720/000	683	45,273	$14,379.23
723/000	581	43,685	$15,084.70
724/000	1,209	96,890	$27,381.18
727/000	1,743	137,117	$36,207.43
728/000	1,598	123,222	$36,506.42
729/000	2,052	159,862	$45,287.58
732/000	607	38,676	$12,412.84
733/000	868	62,789	$17,858.46
734/000	1,482	116,196	$35,023.28
736/000	765	50,438	$16,708.82
737/000	1,518	119,747	$33,919.76
738/000	1,618	110,751	$35,569.20
741/000	1,392	104,729	$31,934.43
742/000	2,144	176,758	$47,173.65
743/000	1,461	114,617	$31,406.00
744/000	881	68,499	$19,371.57
745/000	685	43,342	$13,836.60
746/000	538	37,621	$10,899.93
747/000	1,251	105,367	$31,215.90
748/000	714	52,595	$15,030.41
749/000	762	51,956	$16,316.87
751/000	471	32,642	$10,686.19
Sub-Total	120,553	8,153,156	$ 2,194,502.05
999270(37A)			$ 27,647.00
999285(37C)			$ 130,681.00
Total			$ 2,352,830.05

DRAFT

National Railroad Passenger Corporation
Capitol Corridor State Supported Rail Service
Fuel Expenses
August 2014

	Average Price Per Gallon	APT ST_AGALL Allocated Gallons		Expense Allocated to Route
Capitols	3.0902	177,284	$	547,843.02
Fuel Hedges, Net			$	16,666.00
Price/Quantity Adjustments			$	2,250.00
Total Hedge Cost			$	18,916.00
Total - To Invoice			$	566,759.02

Proprietary and Confidential: Amtrak and State Partner Use Only

APPENDIX L

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2021
FOR THE PROVISION OF
RAIL PASSENGER SERVICE
* * * * * *
FISCAL YEAR 2022
October 1, 2021 – September 30, 2022
(Effective October 1, 2021)

STANDARDS FOR MAINTENANCE AND CLEANING OF EQUIPMENT

Equipment (Rolling Stock)

(a) Amtrak will provide the CCJPA with passenger equipment (rolling stock) of the type and number to be used in the Service as specified Appendix G.

(b) Regulatory Requirements. All equipment provided by Amtrak shall be maintained to meet the requirements of applicable orders, consent decrees, and regulations, including those of the Federal Railroad Administration (FRA), Food and Drug Administration (FDA).

(c) Equipment Maintenance. As part of providing the equipment for the Service, Amtrak will maintain the equipment according to its standard maintenance procedures for Amtrak-owned equipment and to the standards provided in the Renegotiated Maintenance and Transfer Agreement ("RMTA") for equipment provided by the State of California. The primary location for the maintenance of the equipment used in the Service is Oakland Maintenance Facility (OMF) ("Primary Maintenance Location"). While certain minor repairs may be able to be performed away from the Primary Maintenance Location, many repairs require personnel, tools, and supplies that are only available at the Primary Maintenance Location.

(d) When equipment is released from the Primary Maintenance Location to receive passengers, Amtrak shall meet the requirements described in Section (b) and endeavor to have the following conditions in effect:

Locomotives shall be sufficiently fueled with prime mover, head end power (HEP) and control systems operating as intended.

a. There shall be no observable safety conditions in any areas of the equipment open to passengers, in accordance with FRA regulations.
b. Amtrak will maintain latest authorized Positive Train Control (PTC) software and hardware on the equipment. When defects are identified, Amtrak will notify CCJPA, log the defect, and repair the deficiency before equipment is put in service.
c. When used in the lead position of the consist, cab cars and other Non-Powered Control Units (NPCU's) shall have control systems operating as intended.
d. Car doors, vestibule trap doors, and baggage doors shall be operating properly, as applicable.
e. In passenger areas, the heating, ventilation and air conditioning (HVAC) systems shall be operating properly per manufacturer specifications or otherwise as intended.
f. Electrical systems, including those requiring connections between cars, such as the public address system, train line doors, and at-seat electric outlets, shall be operating properly.
g. Ambient lighting fixtures shall be working properly, and reading lights that have been reported as not working shall have bulbs replaced and functioning.
h. Exterior and interior train identification and destination signs shall be used, as applicable.
i. Restroom plumbing, door locks, and ventilation systems shall be operable. Toilet waste storage tanks shall have been emptied, and restrooms shall be sufficiently stocked with necessary supplies as described in paragraph (d) of this Appendix.
j. Food service cars shall have all systems and appliances functioning, including plumbing, refrigeration, revenue collection, and storage lockers, as applicable.
k. Electronic equipment such as GPS transponders, Wi-Fi wireless local area computer networks, video monitors, and other shall be fully functional, as applicable.
l. Bicycle storage and securement devices shall be operating properly, as applicable.

(1) From time to time, the Primary Maintenance Location may not be able to achieve the conditions described in Section (c)(1) of this Appendix, due to one or more factors including but not limited to working time constraints resulting from delayed inbound trains; lack of parts availability; and/or limited available personnel due to other mechanical or operational exigencies. If any of these factors results in Amtrak being unable to fulfill the conditions of Section (c)(1)a. (Locomotives) or b. (Safety Hazards), Amtrak shall use alternative equipment where available according to the requirements of the Section 209 Methodology, delay the train until these conditions can be met, or shall otherwise

cancel the train. Before cancelling a train, Amtrak will notify a CCJPA representative.

(2) Rolling stock, spares, and capital assets belonging to the Caltrans, shall not be stripped of parts to use on other equipment, unless Amtrak receives prior written approval from CCJPA. CCJPA will notify Caltrans on a weekly basis when Amtrak borrows safety critical parts from State-owned equipment. Amtrak shall submit a request in writing to CCJPA who will convey the same to SJJPA prior to borrowing parts from equipment, the request will include the reason for borrowing and the plan to replenish borrowed parts. If this step creates a delay or possible annulment in a train, Amtrak may borrow the parts and follow-up in writing to CCJPA who will convey the same to SJJPA within 24 hours without any assessment being incurred.

Failure to receive approval from CCJPA prior to use of borrowed equipment will result in an assessment of $500 per incident.

(e) Equipment Cleaning. Amtrak's standards for rolling stock cleaning are described in the Car Cleaning Standards: Car Cleaner's Handbook, as amended from time to time. This document contains the standards for the car cleaners and supervisors across the Amtrak system. For equipment provided by the State of California, Amtrak will use the standards for rolling stock cleaning as described in the RMTA. These standards have been summarized for this Appendix.

(1) There are four types of cleaning that are performed on Amtrak equipment, depending on how much time is available for cleaning or how long ago the equipment has undergone a scheduled maintenance inspection:

i. Turnaround Cleaning, which is performed when a train has a short layover of four hours or less.
ii. Layover Cleaning, when a train lays over night or during the day for more than four hours.
iii. Periodic Maintenance Cleaning, which is performed while the equipment is out of service for scheduled maintenance.
iv. Pre-Trip Food Service Cleaning, which is performed on food service cars prior to a trip during either Turnaround or Layover Cleaning.

(2) The following table describes which procedures are performed during which type of cleaning:

Procedure	Description	Turnaround	Layover	Periodic Maint.
Trash removal	Empty trash containers, pick up trash and paper	Yes	Yes	Yes

Replenish supplies	Stock each car with papers, soap, trash bags, drinking cups, head rest covers, site specific magazines, emergency evacuation cards, with each item attractively displayed and ready for dispensing, as applicable	Yes	Yes	Yes
Sweeping and vacuuming	Sweep or vacuum to remove dust, dirt and debris from carpeted and non-carpeted areas, including vestibules	Yes	Yes	Yes
Food service areas	Remove food particles, dust, grease, gum, and other debris	Yes	Yes	-
Cleaning interior windows, glass, and mirrors	Clean interior windows, mirrors, glass partitions, and glass panels to be clean and clear with no fingerprint marks, film, streaks, smears, dust, or dirt buildup	As time permits	Yes	Yes
Disinfecting	Using approved heavy duty and germicidal cleaners as necessary, disinfect lavatories, food service areas, and other interior areas	As time permits	Yes	Yes
Spot shampoo/ spot cleaning	As needed and as time permits, remove spots and stains from upholstery	As time permits	Yes (where equipped)	Yes
Mopping/ scrubbing	Mop and scrub non-carpeted flooring	As time permits	Yes	Yes
Gum removal	Using gum remover, putty knife, sponge, and brush, remove gum	As time permits	Yes	Yes
Washing and scrubbing	Wash and scrub interior surfaces as necessary to remove dirt and grime not captured by other cleaning methods	As time permits	Yes	Yes
Stainless steel cleaning/ polishing	Clean and polish stainless steel surfaces to be free of grime, spots, and streaks	As time permits	Yes	Yes
Exterior	Remove road film, dirt, and grease from car and locomotive body. Use automated train washer where available and possible.	-	As time, and facilities, and weather permit	Yes
Shampooing carpet	Shampoo horizontal and vertical carpeted surfaces for appearance and longer life	-	-	Yes

Blowing the car	Remove upholster and open access panels. Using compressed air tools, blow air to remove dust, dirt, lint, cobwebs, and debris	-	-	Yes (where equipped)

(3) The CCJPA and Amtrak acknowledge that in the regular course of passenger train operations, passengers may quickly soil the passenger service equipment, particularly in cases of inclement weather. Therefore, the cleaning standards described above are to be judged prior to the arrival of any passengers at a train's initial terminal.

(f) The CCJPA will designate State inspectors to verify that the appropriate maintenance and cleaning procedures are being performed, and that Amtrak has achieved the conditions described in this Appendix. Inspections will generally be performed at the initial terminal prior to passengers boarding. If inspections are performed en route, Amtrak shall not be subject to any warnings or penalties based on the discovery of any conditions not consistent with the processes and schedules described in Section (d) of this Appendix, although Amtrak shall correct any reported deficiencies as described elsewhere in this Appendix. Inspectors shall identify themselves to relevant Amtrak personnel, and shall conduct their inspections so as not to interfere with Amtrak employees or create delays. Inspectors may review applicable sections of Amtrak's maintenance and cleaning standards and manuals at designated Amtrak facilities.

(g) In the event an inspector discovers an alleged safety condition, the inspector shall immediately notify the Amtrak crew, who shall in their sole discretion determine how to address the alleged safety condition, and the CCJPA shall then notify the Senior Director Mechanical Operations West, Mechanical Superintendent, and the Senior Director California Services for Amtrak of the alleged safety hazard as soon as possible and provide any related supporting information, such as car number. Amtrak will investigate the alleged safety condition in cooperation with the State and, if necessary, develop a corrective action plan and a repair schedule within 3 business days for remediating the alleged safety condition, with the understanding that some conditions may remove equipment from revenue service and some repairs may require the equipment to cycle through the Primary Maintenance Location. The Primary Maintenance Location is 1303 3rd Street, Oakland, California 94607.

(h) In the event an inspector discovers conditions not as described in Section (c)(1) of Appendix L, the CCJPA shall notify the Senior Director Mechanical Operations West, Mechanical Superintendent, and the Senior Director California Services for Amtrak of the alleged deficiencies within 2 business days and provide any related supporting information, such as car number.

Amtrak will investigate the alleged deficiencies in cooperation with the CCJPA and will develop a corrective action plan and a repair schedule within 3 business days for repairing these deficiencies, with the understanding that some repairs may require the equipment to cycle through the Primary Maintenance Location. Amtrak will then perform the repairs specified within the plan and will notify the CCJPA when the repairs are completed.

(i) In the event an inspector discovers conditions not consistent with the processes and schedules described in Section (d) of this Appendix, the CCJPA shall notify the Senior Director Mechanical Operations West, Mechanical Superintendent, and the Senior Director California Services for Amtrak of the alleged deficiencies within 2 business days and provide any related supporting information. Amtrak will investigate the alleged deficiencies in cooperation with the State within 3 business days to determine if there were any mechanical or operational exigencies that prevented the procedures from being correctly performed, will remedy the deficiencies, and will notify the CCJPA when the deficiencies have been remedied.

(j) From time to time, the CCJPA may want to provide feedback to Amtrak about its inspections in a more informal manner. The CCJPA may, at its sole discretion and on a case by case basis, elect to provide Amtrak the notices described in Sections (f), (g), and (h) informally to the Senior Director California Services and/or the Assistant Vice President Operations - Southwest, and may waive or modify some or all of the requirements for receiving subsequent related notices from Amtrak described in these sections. Informal reports shall not be eligible for the penalties described in Section (j).

(k) Subject to the results of the process described in Sections (e) and (f), Amtrak shall incur Penalties as follows:

Incident	Assessment
Provision of equipment at the initial terminal with **any** observable safety hazards as described in Section (c)(1)b. of this appendix.	$500
Each occurrence per equipment unit per day where Amtrak does not meet the plan and repair schedule for remedying any deficiencies identified by the State where equipment does not meet the other conditions described in Section (c)(1) of this appendix	$300
After two warnings, the third and each subsequent occurrence per consist per day where cleaning has been performed that does not meet conditions described in Section (d)(2) at the locations specified in Section (d)(31), in the absence of any mechanical or operational exigencies.	$300

Per incident per day where rolling stock spares, or capital assets for borrowing parts and equipment and CCJPA and Caltrans have not been notified	$300

APPENDIX M

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2021
FOR THE PROVISION OF
RAIL PASSENGER SERVICE
* * * * * *
FISCAL YEAR 2022
October 1, 2021 – September 30, 2022

FULL SERVICE (PRE-COVID-19 LEVELS)

Pre-pandemic full service is shown in Appendix M. The level of service outlined in Appendix A represents a temporary reduction in service in response to the current COVID-19 pandemic. The intent is to return to pre-pandemic service levels when health and financial conditions allow. Should conditions improve during the time period covered by this Agreement, Amtrak and Capitol Corridor shall work collaboratively to return to a portion or all of the pre-pandemic service levels.

CAPITOL CORRIDOR Westbound - Weekdays

Effective /13/2017-6/3/

Train Number		521	523	525	527	529	531	535	537	541	543	545	547	549	551	553
Days of Operation		Mo-Fr	Mo-Fr	Mo-Fr	Mo-Fr	Mo-Fr	Mo-Fr	Mo-Fr	Mo-Fr	Mo-Fr	Mo-Fr	Mo-Fr	Mo-Fr	Mo-Fr	Mo-Fr	Mo-Fr
Will Not Operate		11/23-11/24, 12/25, 1/1/18, 5/28/18														
Auburn, CA	Dp					6:35 AM										
Rocklin, CA	|					6:58 AM										
Roseville, CA	|					7:07 AM										
Sacramento, CA	Ar					7:32 AM										
	Dp	4:30 AM	5:30 AM	6:20 AM	7:05 AM	7:33 AM	8:45 AM	10:10 AM	12:10 PM	2:10 PM	3:35 PM	4:45 PM	5:55 PM	6:55 PM	9:10 PM	10:30 PM
Davis, CA	|	4:45 AM	5:45 AM	6:35 AM	7:20 AM	7:48 AM	9:00 AM	10:25 AM	12:25 PM	2:25 PM	3:50 PM	5:00 PM	6:10 PM	7:10 PM	9:25 PM	10:45 PM
Fairfield-Vacaville, CA		5:05 AM	6:05 AM	6:55 AM	7:40 AM	8:08 AM	9:20 AM	10:45 AM	12:45 PM	2:45 PM	4:10 PM	5:20 PM	6:30 PM	7:30 PM	9:45 PM	11:05 PM
Suisun-Fairfield, CA	|	5:12 AM	6:12 AM	7:02 AM	7:47 AM	8:15 AM	9:27 AM	10:52 AM	12:52 PM	2:52 PM	4:17 PM	5:27 PM	6:37 PM	7:37 PM	9:52 PM	11:12 PM
Martinez, CA	|	5:31 AM	6:31 AM	7:21 AM	8:06 AM	8:34 AM	9:46 AM	11:11 AM	1:11 PM	3:11 PM	4:36 PM	5:46 PM	6:56 PM	7:56 PM	10:11 PM	11:31 PM
Richmond, CA	|	5:57 AM	6:57 AM	7:47 AM	8:32 AM	9:00 AM	10:12 AM	11:37 AM	1:37 PM	3:37 PM	5:02 PM	6:12 PM	7:22 PM	8:22 PM	10:37 PM	11:57 PM
Berkeley, CA	|	6:05 AM	7:05 AM	7:55 AM	8:40 AM	9:08 AM	10:20 AM	11:45 AM	1:45 PM	3:45 PM	5:10 PM	6:20 PM	7:30 PM	8:30 PM	10:45 PM	12:05 AM
Emeryville, CA	Ar	6:09 AM	7:09 AM	7:59 AM	8:44 AM	9:12 AM	10:24 AM	11:49 AM	1:49 PM	3:49 PM	5:14 PM	6:24 PM	7:34 PM	8:34 PM	10:49 PM	12:09 AM
	Dp	6:10 AM	7:10 AM	8:00 AM	8:45 AM	9:13 AM	10:25 AM	11:50 AM	1:50 PM	3:50 PM	5:15 PM	6:25 PM	7:35 PM	8:35 PM	10:50 PM	12:10 AM
Oakland, CA	Ar	6:18 AM	7:18 AM	8:10 AM	8:53 AM	9:36 AM D	10:33 AM D	11:58 AM	1:58 PM	4:09 PM	5:23 PM	6:44 PM	7:43 PM D	8:43 PM	11:09 PM	12:29 AM
	Dp	6:19 AM	7:19 AM	8:11 AM	8:54 AM				1:59 PM		5:24 PM		7:44 PM			
Oakland Coliseum, CA	Dp	6:28 AM	7:28 AM	8:20 AM	9:03 AM		10:50 AM	12:15 PM	2:08 PM		5:33 PM		7:53 PM	9:00 PM		
Hayward, CA	|	6:39 AM	7:39 AM	8:33 AM	9:14 AM				2:19 PM		5:44 PM		8:04 PM			
Fremont-Centerville, CA	|	6:55 AM	7:55 AM	8:49 AM	9:30 AM				2:35 PM		6:00 PM		8:20 PM			
Santa Clara-Great America, CA	|	7:12 AM	8:12 AM	9:06 AM	9:47 AM				2:52 PM		6:17 PM		8:37 PM			
CP-Coast	*Ps*	*7:18 AM*	*8:18 AM*	*9:12 AM*	*9:53 AM*				*2:58 PM*		*6:23 PM*		*8:43 PM*			
Santa Clara, CA	Dp	7:20 AM	8:20 AM	9:14 AM	9:55 AM				3:00 PM		6:25 PM		8:45 PM			
San Jose, CA	Ar	7:38 AM	8:38 AM	9:28 AM	10:18 AM				3:18 PM		6:48 PM		9:13 PM			

CAPITOL CORRIDOR Westbound - Weekends and Holidays

Effective 1/13/17-6/3/1

Train Number		723	727	729	733	737	741	743	745	747	749	751
Days of Operation		SaSu	SaSu	SaSu	SaSu	SaSu	SaSu	SaSu	SaSu	SaSu	SaSu	SaSu
Will Also Operate		11/23-11/24, 12/25, 1/1/18, 5/28/18										
Auburn, CA	Dp			8:15 AM								
Rocklin, CA	|			8:38 AM								
Roseville, CA	|			8:47 AM								
Sacramento, CA	Ar			9:12 AM								
	Dp	6:10 AM	8:10 AM	9:13 AM	10:30 AM	12:10 PM	2:10 PM	3:55 PM	4:55 PM	5:40 PM	7:35 PM	10:30 PM
Davis, CA	|	6:25 AM	8:25 AM	9:28 AM	10:45 AM	12:25 PM	2:25 PM	4:10 PM	5:10 PM	5:55 PM	7:50 PM	10:45 PM
Fairfield-Vacaville, CA		6:45 AM	8:45 AM	9:48 AM	11:05 AM	12:45 PM	2:45 PM	4:30 PM	5:30 PM	6:15 PM	8:10 PM	11:05 PM
Suisun-Fairfield, CA	|	6:52 AM	8:52 AM	9:55 AM	11:12 AM	12:52 PM	2:52 PM	4:37 PM	5:37 PM	6:22 PM	8:17 PM	11:12 PM
Martinez, CA	|	7:11 AM	9:11 AM	10:14 AM	11:31 AM	1:11 PM	3:11 PM	4:56 PM	5:56 PM	6:41 PM	8:36 PM	11:31 PM
Richmond, CA	|	7:37 AM	9:37 AM	10:40 AM	11:57 AM	1:37 PM	3:37 PM	5:22 PM	6:22 PM	7:07 PM	9:02 PM	11:57 PM
Berkeley, CA	|	7:45 AM	9:45 AM	10:48 AM	12:05 PM	1:45 PM	3:45 PM	5:30 PM	6:30 PM	7:15 PM	9:10 PM	12:05 AM
Emeryville, CA	Ar	7:49 AM	9:49 AM	10:52 AM	12:09 PM	1:49 PM	3:49 PM	5:34 PM	6:34 PM	7:19 PM	9:14 PM	12:09 AM
	Dp	7:50 AM	9:50 AM	10:53 AM	12:10 PM	1:50 PM	3:50 PM	5:35 PM	6:35 PM	7:20 PM	9:15 PM	12:10 AM
Oakland, CA	Ar	7:58 AM	9:58 AM	11:01 AM D	12:18 PM	1:58 PM	3:58 PM	5:43 PM	6:54 PM	7:28 PM	9:34 PM	12:29 AM
	Dp	7:59 AM	9:59 AM	11:02 AM		1:59 PM	3:59 PM	5:44 PM		7:29 PM		
Oakland Coliseum, CA	Dp	8:08 AM	10:08 AM	11:11 AM	12:35 PM	2:08 PM	4:08 PM	5:53 PM		7:38 PM		
Hayward, CA	|	8:19 AM	10:19 AM	11:22 AM		2:19 PM	4:19 PM	6:04 PM		7:49 PM		
Fremont-Centerville, CA	|	8:35 AM	10:35 AM	11:38 AM		2:35 PM	4:35 PM	6:20 PM		8:05 PM		
Santa Clara-Great America, CA	|	8:52 AM	10:52 AM	11:55 AM		2:52 PM	4:52 PM	6:37 PM		8:22 PM		
CP-Coast	*Ps*	*8:58 AM*	*10:58 AM*	*12:01 PM*		*2:58 PM*	*4:58 PM*	*6:43 PM*		*8:28 PM*		
Santa Clara, CA	Ps	9:00 AM	11:00 AM	12:03 PM		3:00 PM	5:00 PM	6:45 PM		8:30 PM		
San Jose, CA	Ar	9:18 AM	11:18 AM	12:25 PM		3:18 PM	5:18 PM	7:08 PM		8:48 PM		

CAPITOL CORRIDOR Eastbound - Weekdays

Effective 11/13/2017-6/3/18

Train Number		520	522	524	528	530	532	534	536	538	540	542	544	546	548	550
Days of Operation		Mo-Fr	Mo-Fr	Mo-Fr	Mo-Fr	Mo-Fr	Mo-Fr	Mo-Fr	Mo-Fr	Mo-Fr	Mo-Fr	Mo-Fr	Mo-Fr	Mo-Fr	Mo-Fr	Mo-Fr
Will Not Operate		11/23-11/24, 12/25, 1/1/18, 5/28/18														
San Jose, CA	Dp			6:40 AM	9:18 AM		12:20 PM			3:10 PM		4:20 PM		5:50 PM	7:15 PM	
Santa Clara, CA	|			6:46 AM	9:24 AM		12:26 PM			3:16 PM		4:26 PM		5:56 PM	7:21 PM	
CP-Coast	|			*6:47 AM*	*9:25 AM*		*12:27 PM*			*3:17 PM*		*4:27 PM*		*5:58 PM*	*7:22 PM*	
Santa Clara-Great America, CA	|			6:53 AM	9:31 AM		12:33 PM			3:23 PM		4:33 PM		6:04 PM	7:28 PM	
Fremont-Centerville, CA	|			7:10 AM	9:48 AM		12:50 PM			3:40 PM		4:50 PM		6:21 PM	7:45 PM	
Hayward, CA	|			7:25 AM	10:04 AM		1:05 PM			3:56 PM		5:05 PM		6:36 PM	8:02 PM	
Oakland Coliseum, CA	|			7:35 AM	10:14 AM		1:15 PM			4:06 PM		5:15 PM		6:46 PM	8:14 PM	10:00 PM
Oakland, CA	Ar			7:42 AM	10:21 AM		1:22 PM			4:13 PM		5:22 PM		6:53 PM	8:21 PM	10:07 PM
	Dp	5:20 AM	6:25 AM	7:43 AM	10:22 AM	12:15 PM	1:23 PM	2:50 PM	3:30 PM	4:14 PM	4:50 PM	5:23 PM	6:10 PM	6:54 PM	8:22 PM	10:08 PM
Emeryville, CA	Ar	5:28 AM	6:33 AM	7:51 AM	10:30 AM	12:23 PM	1:31 PM	2:58 PM	3:38 PM	4:22 PM	4:58 PM	5:31 PM	6:18 PM	7:02 PM	8:30 PM	10:16 PM
	Dp	5:29 AM	6:34 AM	7:52 AM	10:31 AM	12:24 PM	1:32 PM	2:59 PM	3:39 PM	4:23 PM	4:59 PM	5:32 PM	6:19 PM	7:03 PM	8:31 PM	10:17 PM
Berkeley, CA	|	5:33 AM	6:38 AM	7:56 AM	10:35 AM	12:28 PM	1:36 PM	3:03 PM	3:43 PM	4:27 PM	5:03 PM	5:36 PM	6:23 PM	7:07 PM	8:35 PM	10:21 PM
Richmond, CA	|	5:40 AM	6:45 AM	8:03 AM	10:42 AM	12:35 PM	1:43 PM	3:10 PM	3:50 PM	4:34 PM	5:10 PM	5:43 PM	6:30 PM	7:14 PM	8:42 PM	10:28 PM
Martinez, CA	|	6:06 AM	7:11 AM	8:29 AM	11:08 AM	1:01 PM	2:09 PM	3:36 PM	4:16 PM	5:00 PM	5:36 PM	6:09 PM	6:56 PM	7:40 PM	9:08 PM	10:54 PM
Suisun-Fairfield, CA	|	6:25 AM	7:30 AM	8:48 AM	11:27 AM	1:20 PM	2:28 PM	3:55 PM	4:35 PM	5:19 PM	5:55 PM	6:28 PM	7:15 PM	7:59 PM	9:27 PM	11:13 PM
Fairfield-Vacaville, CA		6:32 AM	7:37 AM	8:55 AM	11:34 AM	1:27 PM	2:35 PM	4:02 PM	4:42 PM	5:26 PM	6:02 PM	6:35 PM	7:22 PM	8:06 PM	9:34 PM	11:20 PM
Davis, CA	|	6:52 AM	7:57 AM	9:15 AM	11:54 AM	1:47 PM	2:55 PM	4:22 PM	5:02 PM	5:46 PM	6:22 PM	6:55 PM	7:42 PM	8:26 PM	9:54 PM	11:40 PM
Sacramento, CA	Ar	7:20 AM	8:25 AM	9:49 AM	12:32 PM	2:15 PM	3:29 PM	4:50 PM	5:17 PM	6:24 PM	6:50 PM	7:29 PM	8:10 PM	8:59 PM	10:29 PM	12:09 AM
	Dp								5:18 PM							
Roseville, CA	|								5:40 PM							
Rocklin, CA	|								5:48 PM							
Auburn, CA	Ar								6:29 PM							

CAPITOL CORRIDOR Eastbound - Weekends and Holidays

Effective /13/17-6/3/18

Train Number		720	724	728	732	734	736	738	742	744	746	748
Days of Operation		SaSu	SaSu	SaSu	SaSu	SaSu	SaSu	SaSu	SaSu	SaSu	SaSu	SaSu
Will Also Operate		11/23-11/24, 12/25, 1/1/18, 5/28/18										
San Jose, CA	Dp		8:10 AM	10:10 AM	1:05 PM			4:10 PM	5:10 PM	6:40 PM		9:10 PM
Santa Clara, CA	|		8:16 AM	10:16 AM	1:11 PM			4:16 PM	5:16 PM	6:46 PM		9:16 PM
CP-Coast	|		*8:17 AM*	*10:18 AM*	*1:12 PM*			*4:17 PM*	*5:17 PM*	*6:47 PM*		*9:17 PM*
Santa Clara-Great America, CA	|		8:23 AM	10:24 AM	1:18 PM			4:23 PM	5:23 PM	6:53 PM		9:23 PM
Fremont-Centerville, CA	|		8:40 AM	10:41 AM	1:35 PM			4:40 PM	5:40 PM	7:10 PM		9:40 PM
Hayward, CA	|		8:55 AM	10:56 AM	1:50 PM			4:55 PM	5:57 PM	7:25 PM		9:55 PM
Oakland Coliseum, CA	|		9:05 AM	11:06 AM	2:00 PM			5:05 PM	6:09 PM	7:35 PM		10:05 PM
Oakland, CA	Ar		9:14 AM	11:13 AM	2:07 PM			5:12 PM	6:16 PM	7:42 PM		10:12 PM
	Dp	8:15 AM	9:15 AM	11:14 AM	2:08 PM	3:00 PM	4:10 PM	5:13 PM	6:17 PM	7:43 PM	8:30 PM	10:13 PM
Emeryville, CA	Ar	8:23 AM	9:23 AM	11:22 AM	2:16 PM	3:08 PM	4:18 PM	5:21 PM	6:25 PM	7:51 PM	8:38 PM	10:21 PM
	Dp	8:24 AM	9:24 AM	11:23 AM	2:17 PM	3:09 PM	4:19 PM	5:22 PM	6:26 PM	7:52 PM	8:39 PM	10:22 PM
Berkeley, CA	|	8:28 AM	9:28 AM	11:27 AM	2:21 PM	3:13 PM	4:23 PM	5:26 PM	6:30 PM	7:56 PM	8:43 PM	10:26 PM
Richmond, CA	|	8:35 AM	9:35 AM	11:34 AM	2:28 PM	3:20 PM	4:30 PM	5:33 PM	6:37 PM	8:03 PM	8:50 PM	10:33 PM
Martinez, CA	|	9:01 AM	10:03 AM	12:00 PM	2:54 PM	3:46 PM	4:56 PM	5:59 PM	7:03 PM	8:29 PM	9:16 PM	10:59 PM
Suisun-Fairfield, CA	|	9:20 AM	10:22 AM	12:19 PM	3:13 PM	4:05 PM	5:15 PM	6:18 PM	7:22 PM	8:48 PM	9:35 PM	11:18 PM
Fairfield-Vacaville, CA		9:27 AM	10:29 AM	12:26 PM	3:20 PM	4:12 PM	5:22 PM	6:25 PM	7:29 PM	8:55 PM	9:42 PM	11:25 PM
Davis, CA	|	9:47 AM	10:49 AM	12:46 PM	3:40 PM	4:32 PM	5:42 PM	6:45 PM	7:49 PM	9:15 PM	10:02 PM	11:45 PM
Sacramento, CA	Ar	10:15 AM	11:19 AM	1:19 PM	4:14 PM	5:00 PM	6:10 PM	7:19 PM	8:04 PM	9:49 PM	10:30 PM	12:19 AM
	Dp								8:05 PM			
Roseville, CA	|								8:27 PM			
Rocklin, CA	|								8:35 PM			
Auburn, CA	Ar								9:16 PM			

APPENDIX N

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2021
FOR THE PROVISION OF
RAIL PASSENGER SERVICE
* * * * * *
FISCAL YEAR 2022
October 1, 2021 – September 30, 2022
(Effective October 1, 2021)

* * * * *

RESERVED

APPENDIX O

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2021
FOR THE PROVISION OF
RAIL PASSENGER SERVICE
* * * * * *
FISCAL YEAR 2022
October 1, 2021 – September 30, 2022
(Effective October 1, 2021)

LETTER OF UNDERSTANDING WITH STATE AND CCJPA EQUIPMENT MAINTENANCE RESPONSIBILITIES

The Letter of Understanding dated May 25, 2007 between State and CCJPA to formalize all equipment maintenance responsibilities between State and CCJPA ("Letter of Understanding").

APPENDIX D

STATE OF CALIFORNIA—BUSINESS, TRANSPORTATION AND HOUSING AGENCY

ARNOLD SCHWARZENEGGER, Governor

DEPARTMENT OF TRANSPORTATION
DIVISION OF RAIL
1120 N STREET
P. O. BOX 942874 – MS 74
SACRAMENTO, CA 94274-0001
PHONE (916) 654-6542
FAX (916) 653-4565
TTY 711

Flex your power!
Be energy efficient!

RECEIVED
MAY 29 2007
CAPITOL CORRIDOR

May 25, 2007

Mr. Eugene K. Skoropowski, AIA
Managing Director
Capitol Corridor Joint Powers Authority
300 Lakeside Drive, 14th Floor East
Oakland, CA 94612

Dear Mr. Skoropowski:

Recently the California Department of Transportation (Caltrans) and Amtrak reached an agreement in principle for the Oakland Maintenance Facility Operations and Maintenance Agreement. Once the Agreement has been finalized, we will forward a copy to you.

Completion of this Agreement has formalized all equipment maintenance responsibilities between Caltrans and Amtrak. Therefore, I am proposing we sign the enclosed Letter of Understanding between Caltrans and the Capitol Corridor Joint Powers Authority (CCJPA) to formalize all equipment maintenance responsibilities between Caltrans and CCJPA to avoid any uncertainty over such responsibilities for State-provided equipment.

Sincerely,

WILLIAM D. BRONTE
Chief
Division of Rail

Enclosure

"Caltrans improves mobility across California"

DRAFT

STATE OF CALIFORNIA—BUSINESS, TRANSPORTATION AND HOUSING AGENCY

ARNOLD SCHWARZENEGGER, Governor

DEPARTMENT OF TRANSPORTATION
DIVISION OF RAIL
1120 N STREET
P. O. BOX 942874 – MS 74
SACRAMENTO, CA 94274-0001
PHONE (916) 654-6542
FAX (916) 653-4565
TTY 711

Flex your power!
Be energy efficient!

May 25, 2007

Mr. Eugene K. Skoropowski, AIA
Managing Director
Capitol Corridor Joint Powers Authority
300 Lakeside Drive, 14th Floor East
Oakland, CA 94612

Dear Mr. Skoropowski:

This Letter of Understanding between our two agencies will have the same term as the Interagency Transfer Agreement (75RCCJPA-2 as amended) effective July 1, 1998.

The California Department of Transportation (Caltrans) is responsible for:

- Procurement of new equipment.
- Warranty-related issues.
- Major overall of equipment.
- Approval of equipment modifications.
- Repairs of wrecked equipment. Caltrans will document all damage to equipment within a week of receiving the Amtrak Accident Report and has established a Wreck-Damage Equipment Response Group composed of staff from the CCJPA, Amtrak and Caltrans to coordinate decisions and priorities on wreck repairs.

The CCJPA is responsible for all other maintenance administration issues.

Caltrans hereby assigns all its rights, and delegates all its duties with respect to maintenance administration of the State-provided equipment which it may have under existing agreements with Amtrak, the CCJPA, or otherwise, to the CCJPA.

The State-provided equipment shall, be maintained by the CCJPA to the same standards as provided for in the agreements now in effect between the CCJPA and Caltrans which relate to maintenance, and no modification to the equipment or deviation from the existing maintenance standards will be made without a Caltrans written agreement.

DRAFT

Mr. Eugene K. Skoropowski, AIA
May 25, 2007
Page 2

If this letter reflects your understanding of our agreement with respect to this matter, please indicate by signing and dating the enclosed copy where specified, and returning it to us for our files.

Sincerely,

WILLIAM D. BRONTE
Chief
Division of Rail

Accepted and agreed to this 31st day of May 2007, terminating on the same day as the Interagency Transfer Agreement (75RCCJPA-2 as amended) effective July 1, 1998.

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

By:

EUGENE K. SKOROPOWSKI, AIA
Managing Director

5/30/2007
Date

c: Carol Gambrel, Amtrak

DRAFT

APPENDIX P

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2021
FOR THE PROVISION OF
RAIL PASSENGER SERVICE
* * * * * *
FISCAL YEAR 2022
October 1, 2021 – September 30, 2022
(Effective October 1, 2021)

SERVICE PRICING

Attached is the basis for determining the fully allocated operating costs and total revenues for the Service operated under this Agreement and the Estimated Monthly Payment (to be paid in advance) and reconciled as described in Section 4C.

Schedule A provides the estimated Payment Schedule. Schedule B provides the estimated Service Pricing.

This Appendix P constitutes an integral part of the aforesaid Agreement and shall not be amended expect pursuant to the provisions of Section 3(a) of the said Agreement.

Appendix P, Schedule A

Appendix P - Schedule A
FY'22 - RT_37 - Capitol Corridor
Monthly Projections

TR_APT_RT_37	37 - Capitol Corridor	October	November	December	January	February	March	April	May	June	July	August	September	FY2022
	Ridership	57,573	56,303	53,095	42,363	42,520	68,460	73,484	78,465	74,086	79,327	83,023	83,775	792,474
	Subtotal - Revenue	$ 1,439,514	$ 1,410,044	$ 1,322,469	$ 1,078,105	$ 1,079,475	$ 1,693,128	$ 1,804,234	$ 1,926,578	$ 1,820,683	$ 1,931,540	$ 2,029,750	$ 2,040,364	$ 19,575,885
	Subtotal - Third Party Costs	$ 789,802	$ 764,324	$ 789,802	$ 789,802	$ 713,370	$ 789,802	$ 764,324	$ 789,802	$ 764,324	$ 789,802	$ 789,802	$ 764,324	$ 9,299,281
	Total Expenses	$ 4,773,339	$ 4,619,361	$ 4,773,339	$ 4,773,339	$ 4,311,403	$ 4,773,339	$ 4,619,361	$ 4,773,339	$ 4,619,361	$ 4,773,339	$ 4,773,339	$ 4,619,361	$ 56,202,220
	FY 2022 Operating Budget	$ 3,333,825	$ 3,209,316	$ 3,450,871	$ 3,695,234	$ 3,231,928	$ 3,080,211	$ 2,815,126	$ 2,846,761	$ 2,798,678	$ 2,841,799	$ 2,743,590	$ 2,578,997	$ 36,626,335

FY 2022 CCJPA/Amtrak OPERATING CONTRACT BUDGET
Schedule B

Capitol Corridor	FY2022
Total Revenue	$ 19,575,885
Total Expenses	$ 56,202,220
Total FY 2022 Operating Budget	$ 36,626,335

APPENDIX Q

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2021
FOR THE PROVISION OF
RAIL PASSENGER SERVICE
* * * * * *
FISCAL YEAR 2022
October 1, 2021 – September 30, 2022
(Effective October 1, 2021)

SERVICE MARKS

Mark Description	Mark	USPTO Registration
Travelmark Logo (Vertical)	AMTRAK®	2,602,178
Travelmark Logo (Horizontal)	AMTRAK®	2,632,665
Amtrak (Wordmark)	Amtrak	960,643
Amtrak Express	Amtrak Express	2,465,363
Amtrak Vacations	Amtrak Vacations	2,623,854
Amtrak Vacations Logo	AMTRAK® Vacations	n/a
America's Railroad	America's Railroad	4,007,792
Julie	Julie	3,153,968
Metropolitan Lounge	Metropolitan Lounge	n/a
Quiet Car	Quiet Car	2,536,556
Saver Fares	Saver Fares	4,848,283

See where the train can take you (Wordmark)	See where the train can take you	n/a
See where the train can take you lockup (Tagline below)	AMTRAK® See where the train can take you	n/a
See where the train can take you lockup (Tagline left)	See where the train can take you℠ AMTRAK	n/a
See where the train can take you lockup (Tagline below)	AMTRAK® See where the train can take you℠	n/a
Amtrak California (Wordmark)	Amtrak California	n/a

Capitol Corridor Joint Powers Authority Marks

Mark Description	**Mark**	**USPTO Registration**
Capitol Corridor (Wordmark)	The Capitol Corridor	2,491,918
Capitol Corridor Horizontal Design	CAPITOL CORRIDOR	3,859,980
Capitol Corridor Vertical Design	CAPITOL CORRIDOR	3,426,668

Caltrans Marks

Mark Description	**Mark**	**USPTO Registration**
Caltrans Logo		?

DRAFT

APPENDIX R

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2021
FOR THE PROVISION OF
RAIL PASSENGER SERVICE
* * * * * *
FISCAL YEAR 2022
October 1, 2021 – September 30, 2022
(Effective October 1, 2021)

SAFETY AND SECURITY

The safety of passengers, employees, and the surrounding communities shall be the primary concern of Amtrak and CCJPA. Amtrak will conduct its operations with strict adherence to its current System Safety Program, all applicable safety and operating rules, and Federal, State, and local regulations. Amtrak shall not permit its employees or subcontractors to perform any duty without proper training in safety and operating rules.

Upon request, Amtrak will make regulatory plans available for review by CCJPA. Amtrak shall immediately investigate all accidents, incidents, injuries to employees or passengers, or damage to CCJPA property or equipment. Amtrak shall immediately notify the CCJPA Mechanical Manager, CCJPA Transportation Services Manager and Caltrans personnel of any such incidents. Amtrak's responding managers shall be trained in and respond in accordance with ICS protocols.

Amtrak must provide all Northern California Fleet FRA and CPUC inspection reports to CCJPA within two (2) business days after receiving reports from FRA and/or CPUC.

Amtrak must investigate and document all safety related accidents/incidents or incidents that result in any damage to equipment. Completed investigative reports must include a brief narrative description of the accident/incident, a description of the immediate remedial actions taken by Amtrak, a Corrective Action Plan outlining steps Amtrak will take to prevent the occurrence of the accident/incident in the future, and any applicable supporting documents. After action reports must be forwarded to CCJPA Managing Director, CCJPA Transportation Services Manager, and/or their designee within -72 hours of incidents impacting Capital Corridor service (excluding any major train incidents/accidents; these specific

incidents will be handled per FRA guidelines) Follow-up reports must be made to the CCJPA when corrective actions are completed or changed. Amtrak and CCJPA shall convene and debrief all safety related accidents/incidents.

Nothing in this section shall relieve Amtrak from notification requirements found elsewhere in the Agreement that require notification of accidents, incidents, or hazards to designated CCJPA personnel.

Amtrak's Northern CA. Emergency Preparedness Task Force shall be responsible for auditing the safety/security committee meetings and shall attend and participate. Minutes of these meetings shall be forwarded each month to the CCJPA Managing Director and CCJPA Transportation Services Manager or their designee. Amtrak safety/security meeting will convene on a bi-monthly basis as agreed to by all participants.

Amtrak will submit for CCJPA approval a Video Surveillance System (VSS) preventive maintenance contract and inspection and maintenance checklist for fixed facilities. Amtrak shall maintain and perform remote and on-site inspections to ensure that all event and video recorders and systems are functioning as designed. Inspections should occur no more than every 30 days and inspection form submitted to CCJPA Managing Director, CCJPA Transportation Services Manager or their designee.

Standard Operating Procedures

Amtrak shall convene jointly with CCJPA on a quarterly basis to review/update Standard Operating Procedures (SOPs) for service-related issues. Amtrak will provide CCJPA a copy of new/revised SOPs no later than 30 days from revision. Amtrak will provide written electronic notice to CCJPA the means of employee notification.

Incident	Assessment
Failure to perform VSS and/or CCTV system inspections within every 30 days	$500
Failure to provide an SOP Action Plan within 30 days of new/revised SOPs	$300

APPENDIX S

NATIONAL RAILROAD PASSENGER CORPORATION

And

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2021
FOR THE PROVISION OF
RAIL PASSENGER SERVICE
* * * * * *
FISCAL YEAR 2022
October 1, 2021 – September 30, 2022
(Effective October 1, 2021)

DAILY DATA REQUIREMENTS FROM AMTRAK TO CAPITOL CORRIDOR

On a daily basis, Amtrak shall transmit electronically to Capitol Corridor Joint Powers Authority the following data related to operations and service performance:

Ridership – eLift Report
Delay Report
Performance against Schedule
Consist
Warehouse End of Day
Warehouse Spoilage
Labor
Food & Beverage Sales
Bus Ridership by Station, by Route, by Connecting Train

APPENDIX T

EQUIPMENT CHANGE REQUEST FORM

Request for Approval

- **Equipment Changes**

Date:

Equipment Change Request Title:

Equipment change requests should include a justification for the need of additional equipment, or any modifications or upgrades to existing equipment, based on proposed future equipment sets and rotations to meet projected ridership needs.

1. Background/Need(s):
(Briefly describe the background of the current issue and need.)

2. Request/Proposed Change(s):
(Describe what equipment and/or service changes you propose.)

3. System Performance Benefit(s):
(Provide any benefits to ridership, OTP, safety, farebox recovery, or passenger experience.)

4. Preventive Maintenance (PM) schedule:
(Provide a PM schedule)

5. Consist Needs:
(Describe if there is a plan to remove or add cars to the consist due to ridership or other issues.)

6. Estimated cost:

7. Proposed effective date(s):

8. Which fleets will be affected by this change:
(Northern Fleet (CCJPA & SJJPA) and/or Southern Fleet (LOSSAN)

9. Contract these services will be charged to:

Submitted By:

_____ _____
Name/Title Date
Agency Name

For equipment change approvals, please submit to:

Caltrans	**CCJPA**	**SJJPA**	**LOSSAN**	**Jacobs**	**Amtrak**
Momo Tamaoki	Leo Sanchez	Brian Schmidt	James Campbell	Martin Schroeder	Michelle Cheung
John Cano	Dean Shepherd		Jay Ellis	Brenden Policarpio	Jeremy Most
Denise Cross				Tara Brennan	Phil Stanley
Jano Camacho					Alison Simon
Ryan Sharpe					

Approved by Caltrans with the following exception (s):

_____ _____
Name/Title Date
Caltrans Office Name

Approved by CCJPA with the exceptions stated above and approved by Caltrans:

_____ _____
Name/Title Date
Capitol Corridor Joint Powers Authority (CCJPA)

Approved by SJJPA with the exceptions stated above and approved by Caltrans:

_____ _____

Name/Title Date

San Joaquin Joint Powers Authority (SJJPA)

Approved by LOSSAN with the exceptions stated above and approved by Caltrans:

_____ _____

Name/Title Date

LOSSAN Rail Corridor Agency

Approved by Amtrak with the exceptions stated above and approved by Caltrans:

_____ _____

Name/Title Date

Amtrak

Item VI.4

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

MEMORANDUM

TO: Capitol Corridor Joint Powers Authority Board **DATE:** November 12, 2021

FROM: Robert Padgette, Managing Director, CCJPA

SUBJECT: California Integrated Travel Program (Cal-ITP): Contract with SC Soft for Monterey-Salinas Transit Minimum Viable Product (MVP) Trial Extension

PURPOSE
For the CCJPA Board to authorize the execution of a CCJPA to SC Soft Contract Agreement providing continuity of the MVP trial with Monterey-Salinas Transit.

BACKGROUND
As the fiscal sponsor of Cal-ITP, the CCJPA holds the funding to support the statewide development of Cal-ITP. As the first pilot under this program, Monterey-Salinas Transit (MST) was selected for an MVP trial of contactless EMV payment on its bus fleet. This MVP trial was initially supported by VISA (VISA provided funding the SC Soft hardware and payment processing software) due to their interest in supporting the evolution of contactless EMV cards in the transit industry in alignment with Cal-ITP objectives.

An additional goal of the MST MVP was to support processing of age eligibility discounts (e.g., Senior fares). Due to ongoing contract complications in working with the Department of Motor Vehicles (DMV) for that component (queries of age from the DMV database), the age eligibility component was delayed beyond the VISA supported trial period that expired on November 11, 2021. To provide continuity of service, CCJPA staff proposes to extend SC Soft's relationship to MST's MVP subject to CCJPA Board action on this item so that age eligibility for discounts (queried against the DMV database) can proceed.

Pursuant to the contract, SC Soft will install additional readers on the rear doors of the buses and continue to support the payment transactions including the age eligibility testing through July 30, 2022.

RECOMMENDATION
The SCG recommends that the CCJPA Board authorize sole source award of $97,500 to SC Soft for the continuation of the MST MVP trial as an integral part of Cal-ITP development, thus removing any tentative nature of the contract award; and authorize the CCJPA Executive Director or their designee to execute all necessary and appropriate actions and agreements for the implementation of the Project.

Motion: The CCJPA Board adopts the attached resolution.

BEFORE THE
CAPITOL CORRIDOR JOINT POWERS AUTHORITY
BOARD OF DIRECTORS

In the Matter of
Approving the Agreement for the Provision of
Contract to SC Soft for the Continuation of the
Monterey-Salinas Transit Minimum Viable Product Test
with the Capitol Corridor Joint Powers Authority / Resolution No. 21-28

WHEREAS, the Capitol Corridor Joint Powers Authority (CCJPA) was awarded Transit and Intercity Rail Capital Program (TIRCP) funding and became the fiscal sponsor for the California Integrated Travel Project (Cal-ITP); and

WHEREAS, under Cal-ITP, Monterey-Salinas Transit (MST) commenced a Cal-ITP Minimum Viable Project (MVP) using private funds where VISA supported SB Soft to install an on-bus reader and process EMV payments; and

WHEREAS, the MVP period supported by VISA ended on November 11, 2021 and original objectives to test age eligibility discounts did not yet become feasible due to delays in contracting with the Department of Motor Vehicles (DMV); and

WHEREAS, the ability to continue to support the MVP objectives required the tentatively authorized use of Cal-ITP funding to extend the contract with SC Soft to carry the use of the SC Soft readers past November 11, 2021 by means of a sole source award from the Cal-ITP funding to SC Soft;

RESOLVED, the CCJPA Board hereby approves the ability of CCJPA to contract with SC Soft for the duration of the MVP trial (until July 20, 2022) for installation of additional rear-door readers and continued payment support hereby removing the tentative nature of the awarded contract and authorizes the CCJPA Executive Director or their designee to execute all necessary and appropriate actions and agreements for the implementation of the Project.

AND BE IT FURTHER RESOLVED, that the CCJPA Board forthwith transmit a copy of this resolution to the California State Transportation Agency, and California Department of Transportation Division of Rail and Mass Transportation, Monterey Salinas Transit, and SC Soft.

# # #

ACTION: **DATE:**	**ATTEST:**
Ayes:	_____
Noes:	**Jacqueline R. Edwards** **Secretary**
Abstain:	

Item VI.5

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

MEMORANDUM

TO: Capitol Corridor Joint Powers Authority Board **DATE:** November 12, 2021

FROM: Robert Padgette
Managing Director, CCJPA

SUBJECT: California Integrated Travel Program (Cal-ITP) – Amendment to Increase Capacity of Xentrans Contract

PURPOSE
For the CCJPA Board to authorize an expansion of budgetary capacity to the originally awarded Cal-ITP "Staffing" Contract for Xentrans, Inc.

BACKGROUND
This item is linked to the CCJPA Board approval of Item V.3 and thus requires affirmative passage of Resolution 21-26 for this item to be considered.

When CCJPA was awarded $27.34 million in 2018 TIRCP funding for Cal-ITP, the CCJPA understood that a cadre of consultants organized under a prime consultant would be necessary to develop Cal-ITP into the future. CCJPA established a Staffing role through the consultant team of key experts to develop the many-faceted aspects of Cal-ITP, and budgeted $20 million of the TIRCP funding to support the Staffing contract which was awarded to Xentrans after a competitive procurement of services. The remaining $7.34 million was budgeted for various other supportive Cal-ITP contracts and CCJPA labor reimbursement. The CCJPA awarded the Xentrans contract for the amount of not-to-exceed $20 million and has incrementally increased the allowed amount within the Purchase Order. As CCJPA is now approaching the $20 million cap, CCJPA staff communicated the foreseeable budget limitations to continue to support this work to officials at the California State Transportation Agency and Caltrans, who are the implementing partners of Cal-ITP.

As described in the Supplemental FY 2022 Annual Business Plan Approval letter dated October 26, 2021, additional funding of up to $6 million is expected to be authorized to CCJPA in FY 2022-23 when the additional funding will be needed by CCJPA to support the Xentrans contract. The combined funding of unexpended $5 million from the 2018 TIRCP award and the additional $6 million to be authorized to CCJPA in FY 2023 (per the letter from CalSTA of October 26, 2021) will support an increase to the Xentrans contract.

With this agenda item, CCJPA staff is requesting approval from the CCJPA Board to increase the Xentrans contract to a not-to-exceed amount of $30 million (up from $20 million), with the understanding that the Purchase Order for the Cal-ITP Xentrans contract will not be increased until funding has been authorized by CalSTA. The ultimate goal for the Cal-ITP project is to hand off

Cal-ITP to a different public entity or entities with a mission defined by this program. The additional contract capacity being requested today will permit Xentrans to continue in this role, and Cal-ITP can continue to evolve and transition under the guidance of CCJPA, CalSTA, and Caltrans.

RECOMMENDATION

The SCG recommends that the CCJPA Board authorize the increase of the Xentrans Inc not-to-exceed contract amount to $30 million and authorize the CCJPA Executive Director or their designee to execute all necessary and appropriate actions and agreements for the implementation of the Project.

Motion: The CCJPA Board adopts the attached resolution.

BEFORE THE
CAPITOL CORRIDOR JOINT POWERS AUTHORITY
BOARD OF DIRECTORS

In the Matter of
Approving the Agreement Amendment with
Xentrans Inc, to Increase Budget Capacity for Supporting Cal-ITP/ Resolution No. 21-29

WHEREAS, from the 2018 Transit and Intercity Rail Capital Program (TIRCP) award for Cal-ITP to CCJPA, representatives from CCJPA, the California State Transportation Agency (CalSTA), Caltrans, and the City of San Francisco Department of Public Works, selected, via a public procurement process, Xentrans, Inc., to support the development of the California Integrated Travel Project (Cal-ITP) with a "Staffing" contract award of up to $20M; and

WHEREAS, through careful project oversight and development of Cal-ITP over time with Xentrans and their sub-consultants, the original contract budget capacity of $20M will not extend the further development of Cal-ITP in the manner it has without additional supplemental funding; and

WHEREAS, understanding that funding capacity was running out yet there was additional development of Cal-ITP that was necessary, CalSTA took action via the CCJPA's Business Plan allocation process to identify an additional $6M in funding capacity that will not be authorized to CCJPA until FY 2023; and

WHEREAS, Xentrans and its subcontractors have worked effectively to administer, document, and manage the evolution of Cal-ITP as it has been forming;

WHEREAS, CCJPA will utilize the additional $6 million, when authorized in FY 2023, as well as available 2018 TIRCP funds in the amount of $5 million, to support an increase in the Xentrans contract to the amount of not-to-exceed $30 million; and therefore be it

RESOLVED, that CCJPA Board authorizes an increase to the Cal-ITP Xentrans Inc. Staffing contract to the amount of not-to-exceed $30 million, and increase the Cal-ITP Xentrans Purchase Order when funding has been authorized.

AND BE IT FURTHER RESOLVED, that the CCJPA Board forthwith transmit a copy of this resolution to Xentrans Inc., the California State Transportation Agency, and California Department of Transportation Division of Rail and Mass Transportation, and authorize the CCJPA Executive Director or their designee to execute all necessary and appropriate actions and agreements for the implementation of the Project.

# # #

ACTION: **DATE:**	**ATTEST:**
Ayes:	_____
Noes:	**Jacqueline R. Edwards** **Secretary**
Abstain:	

Item VI.6

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

MEMORANDUM

TO: Capitol Corridor Joint Powers Authority Board **DATE:** November 12, 2021

FROM: Robert Padgette
Managing Director, CCJPA

SUBJECT: Capitol Corridor Annual Performance Report (FY 2020-21)

PURPOSE
To present the CCJPA Board with a draft of the Capitol Corridor Annual Performance Report for the reporting period of Federal Fiscal Year (FY) 2021 (October 2020 through September 2021).

BACKGROUND
As part of its outreach plan, CCJPA produces an annual performance report that presents information regarding how the public investment in the Capitol Corridor is being managed and what the resulting service quality and quantity are, as measured by standard business performance indicators. For FY 2021, the service performance for the Capitol Corridor continued its reduced service schedule in response to the effects of the COVID-19 pandemic on travel, adding service in June 2021 when travel and business restrictions eased. Despite the June 2021 reopening, many employers continued mandates to keep their employees working from home, especially as the Delta variant surged in the summer. Together with most major public events and social gatherings on hold until summer 2021, ridership continued to tick up only very little towards the end of the fiscal year, ending the year at approximately 35% of 2019 ridership levels.

- Capitol Corridor expects to finish as follows for FY 2021 (preliminary figures): annual ridership (354,373 passengers; -80% vs FY 20), revenues ($8.9M; -77% vs FY 20), and System Operating Ratio (20%; -66% vs FY 20). These numbers will be finalized after CCJPA receives the final FY 2021 reconciliation from Amtrak.
- End Point On-Time-Performance (OTP) met the standard of 90%, much in part due to the implementation of the "pulse" schedule.
- The rating for Customer Satisfaction (CSI) was 84.5% (FY 20) Highly Satisfied. These CSI scores represent the months of April – September 2021.

This year's annual report (overview and draft performance charts will be sent under separate cover) will be presented in an all-digital format using a microsite as the main point of delivery. This format will allow for a continued emphasis on infographics and feature multimedia clips to

illustrate CCJPA's FY 2021 results. This digital format will also allow for the entire report, as well as portions of it, to be shared via social media channels and other electronic means, allowing for a wider audience reach. CCJPA Board members can share the digital annual report microsite to their audiences to raise awareness of and present the success of the Capitol Corridor Service to interested parties – elected officials, local communities, chambers of commerce.

The staff is pursuing an aggressive timeline for completing the launch of the digital report microsite in early January. Comments from the CCJPA Board will be incorporated into a final version. The report will also be used in presentations to local community leaders and other interested parties that are or may be involved in the partnership with the CCJPA.

RECOMMENDATION
For information and discussion.

CCJPA Annual Performance Report – 2021
DRAFT content

Overview

This year, staff proposes to continue the multimedia microsite to present the Annual Performance Report, to allow for ease and cost-efficiency in distribution and sharing opportunities via social media.

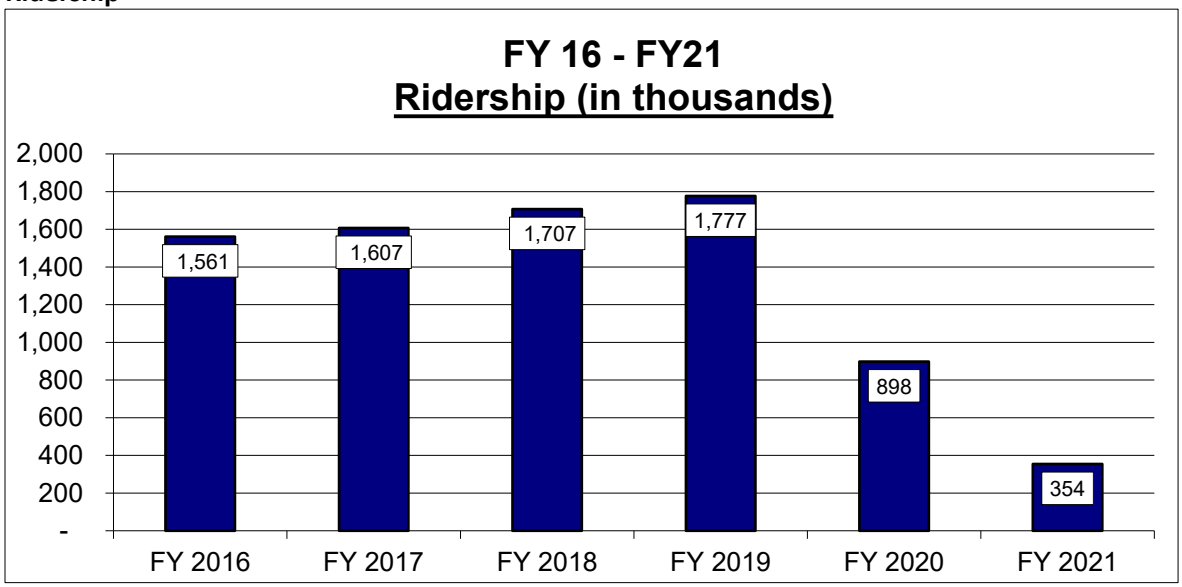
The standard KPI data shown in the charts below will remain in this year's report, though the visual style and presentation may differ for select charts in the final microsite. In addition to the KPI's, this format allows us to feature additional information about Capitol Corridor customers, ridership trends, and impact of projects on service performance.

Overall Performance Summary

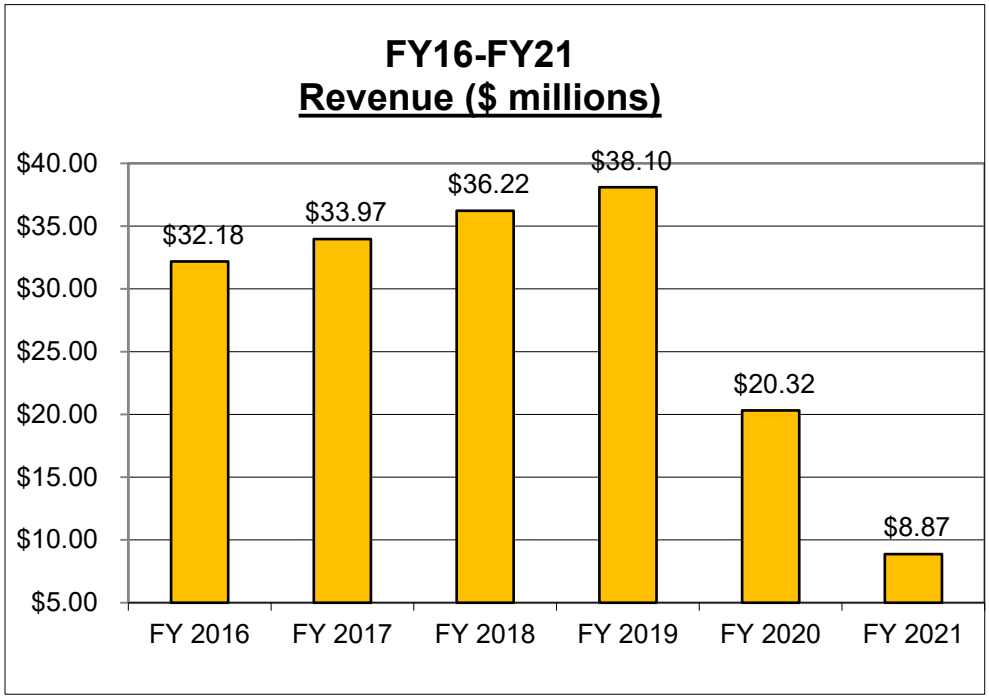
Twenty-three Years of CCJPA Management
Capitol Corridor Performance Summary

Period	Service Level	Ridership	Revenue (in millions)	Revenue-to-Cost Ratio
FY 2021	22 Weekday/ 18 Weekend trains	354,373	$ 8.87	21%
FY 2019 (last pre-pandemic fiscal year)	30 Weekday/ 22 Weekend trains	1,777,136	$ 38.03	60%
FY 1998 (pre-CCJPA)	8 daily trains	463,000	$ 6.25	30%
FY 1998 - 2021	**175%**	**-23%**	**42%**	**-30%**

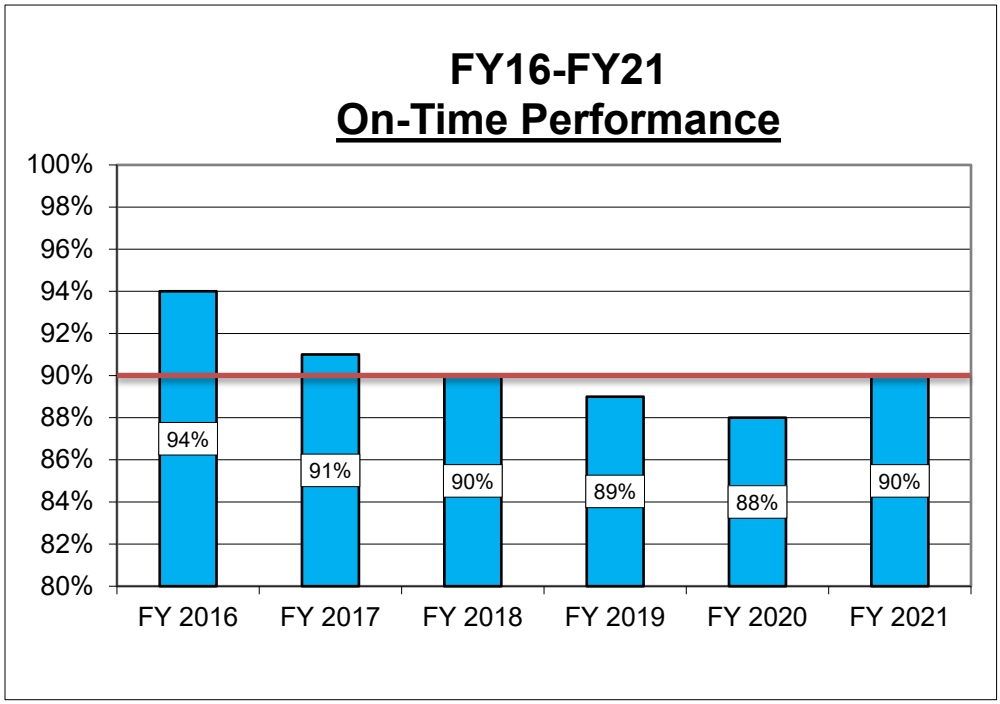
Ridership



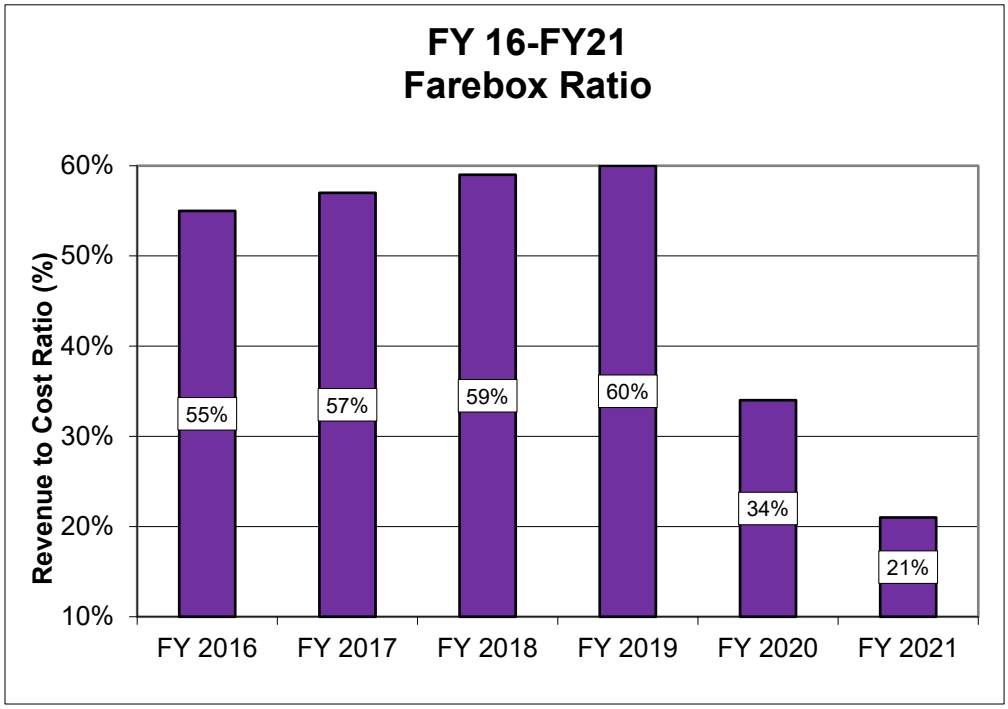
Revenue



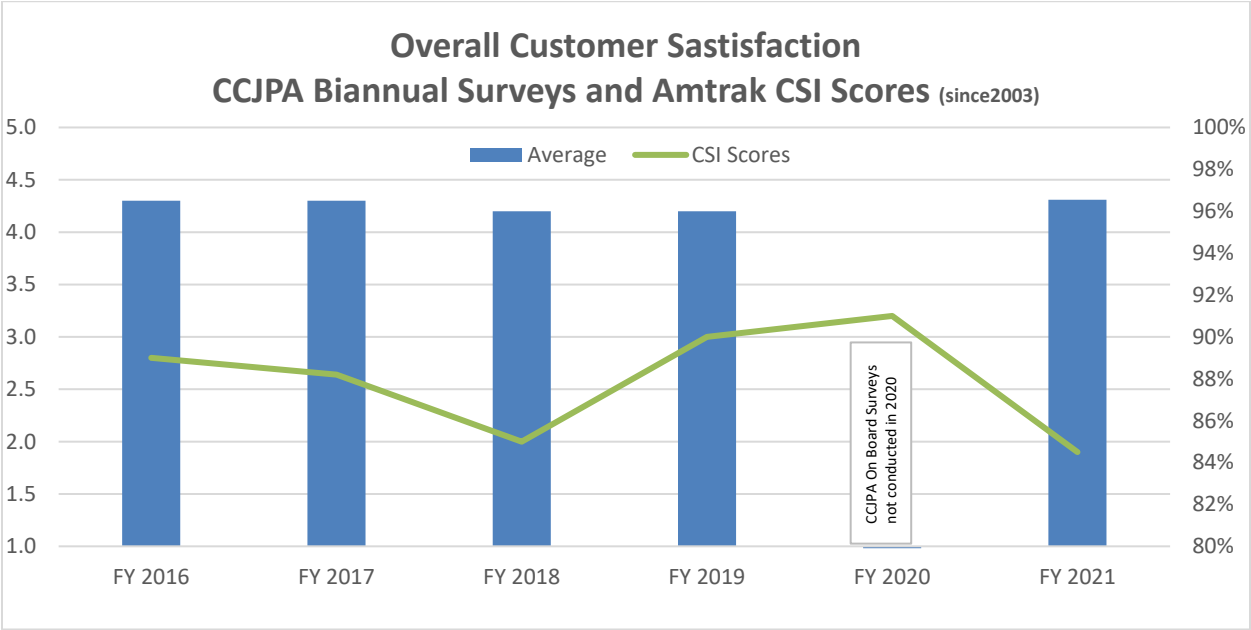
On Time Performance



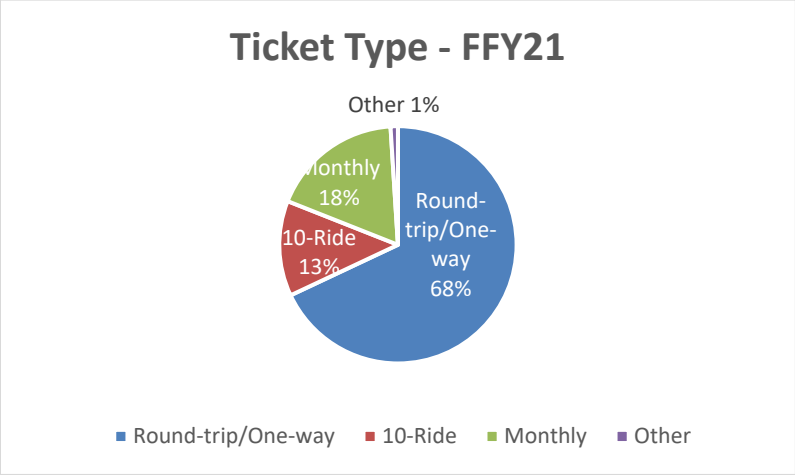
Farebox



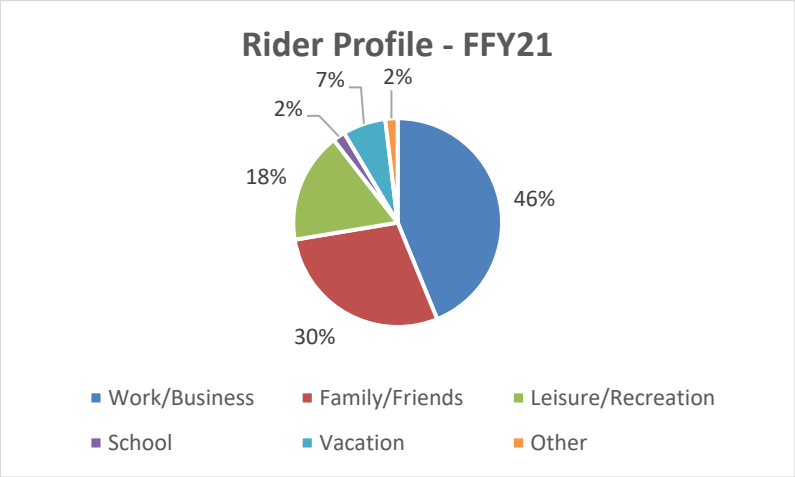
Customer Satisfaction



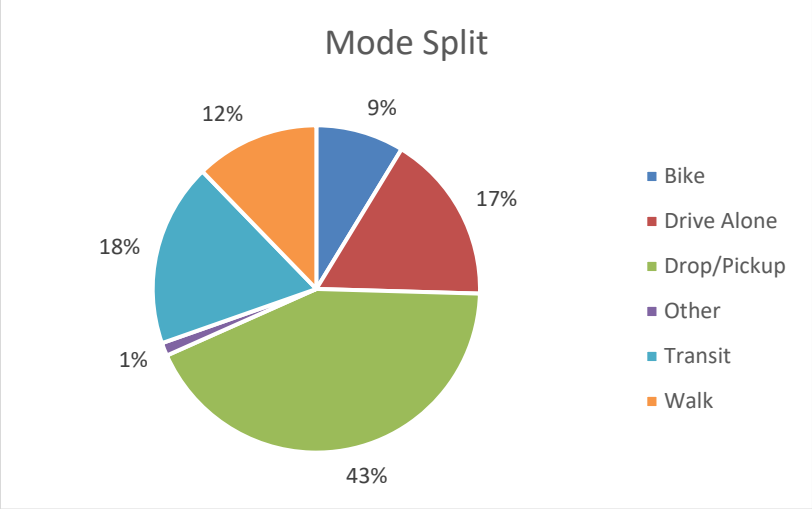
Ticket Type



Rider Profile



Mode Split



Item VI.7

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

MEMORANDUM

TO: Capitol Corridor Joint Powers Authority Board **DATE:** November 12, 2021

FROM: Robert Padgette
Managing Director, CCJPA

SUBJECT: Legislative and Funding – State and Federal Update

State Legislation and Funding

California and US Department of Transportation's Partnership on Supply Chain Infrastructure Program to Create Long-Term Stability

On the heels of Governor Gavin Newsom's executive order to help tackle supply chain issues, and as part of the ongoing efforts of the Biden-Harris Task Force on Supply Chain Disruptions, Governor Newsom and the U.S. Department of Transportation (USDOT) announced a strategic partnership to help facilitate innovative projects and financing opportunities for multi-billion infrastructure improvements in California.

This partnership can help kick-start construction to deliver benefits to the transportation supply chain and U.S. consumers in the future. Projects that could receive support through this agreement include:

- Expanding capacity for freight rail;
- Railyard and truck electrification;
- Highway upgrades to improve truck travel times;
- Grade-separated crossings to reduce the number of rail-street intersections and improve safety and efficiency;
- Other eligible projects of critical importance identified by the California State Transportation Agency (CalSTA).

Under the Emerging Projects Agreement, the Build America Bureau at USDOT will support CalSTA in developing California infrastructure projects designed to improve the capacity and resiliency of the goods movement chain and will assist project sponsors in exploring innovative financing opportunities for billions in infrastructure investment, in part through the USDOT credit assistance programs Transportation Infrastructure Finance and Innovation Act (TIFIA) and Railroad Rehabilitation and Improvement Financing (RRIF).

Both the State of California and USDOT have made clear that infrastructure projects must be considered based on their potential for strengthening supply chain resilience and in a manner that addresses equity and environmental justice. California's recently enacted budget includes $250 million for ports, $280 million for infrastructure projects at and around the Port of Oakland, and $1.3 billion over three years for zero-emission trucks, transit buses and school buses, including the deployment of more than 1,000 zero-emission port drayage trucks.

For more information and to view the full media release, visit https://www.gov.ca.gov/2021/10/28/california-u-s-department-of-transportation-announce-partnership-on-supply-chain-infrastructure-program-to-create-long-term-stability/

Source: Office of Governor Newsom News Announcement, October 28, 2021

Transit and Intercity Rail Capital Program (TIRCP) 2022 Award Cycle
The California State Transportation Agency (CalSTA) recently released the formal draft guidelines for the Transit and Intercity Rail Capital Program (TIRCP) 2022 Award Cycle for public and legislative review. The formal draft guidelines were released and are available on the CalSTA website. Fully-enacted program resources available through the budget include $500-600 million of new funding for projects statewide through the fiscal year 2026-27 (subject to adjustment based on future fund balance analysis).

The public and legislative review are available for more than the 30 days required by statute, with comments due no later than November 10, 2021. CalSTA expects to release final program guidelines and a call for projects on November 19.

Source: California Transit Association, Executive Director's Report for October 12, 2021

Federal Legislation and Funding
Congress Passes the Infrastructure Investment and Jobs Act (IIJA)
Late on Friday, November 6, 2021, the House passed the Infrastructure Investment and Jobs Act. While Capitol Corridor has relied almost entirely on State funds for capital investments in recent years, with this groundbreaking legislation for the passenger rail industry, we can now partner with the Federal government to dramatically enhance our service.

As a reminder, the legislation is unique because it combines a traditional surface transportation reauthorization bill with a one-time infusion of funding. The table below details the intercity passenger rail programs in the legislation, highlighting the five-year authorization level of $35.78 billion and one-time appropriation of $66 billion spread over a five-year period. At a minimum, the legislation provides $66 billion in intercity rail funding over five years, more than $13 billion annually. As a point of comparison, total rail funding in FY 21, not including COVID relief funds, totaled less than $3 billion B. If this isn't enough good news, in addition to the programs listed below, other significant multi-modal discretionary programs are proposed that would be available to intercity rail projects.

PROGRAM	BIPARTISAN INFRASTRUCTURE		
	Authorization	One-Time Appropriation	Authorization + Appropriation
Consolidated Rail Infrastructure Safety (CRISI)	$5,000	$5,000	**$10,000**
Federal State Partnership for State of Good Repair	$7,500	$36,000	**$43,500**
Restoration and Enhancement	$250	N/A	**$250**
Amtrak - Northeast Corridor	$6,570	$6,000	**$12,570**
Amtrak - National Network	$12,650	$16,000	**$28,650**
FRA Safety, Operations, Railroad Research and Development	$1,315	N/A	**$1,315**
Grade Crossing Separation (House)/ Railroad Crossing Elimination (Senate)	$2,500	$3,000	**$5,500**
TOTAL	**$35,785**	**$66,000**	**$101,785**

Federal Outreach - CIRCLE Advocacy Coalition Formed by California Intercity Rail Corridors is Launched

As shared at the September CCPA Board meeting, with an expanding Federal intercity rail program, CCJPA will benefit from increased engagement at the Federal level to ensure that the nature of our service is considered as discretionary programs are developed and executed by USDOT and the Federal Railroad Administration. Staff will continue to engage in the national intercity rail organizations, States for Passenger Rail Coalition, and the State Amtrak Intercity Passenger Rail Committee, both of which offer opportunities to engage directly with key Federal stakeholders. In addition, CCJPA has entered into an agreement with the San Joaquin Joint Powers Authority (SJJPA) and the Los Angeles – San Diego – San Luis Obispo (LOSSAN) Rail Corridor Agency to establish a California intercity passenger rail coalition that will seek to educate federal policymakers on the unique nature of Amtrak state-supported services, raise awareness of California's growing passenger rail system and proposed investments, and build stronger relationships with intercity rail stakeholders. While we have been working on the details of this arrangement for several months, the formation of California's Intercity Rail Corridors Linking Everyone (CIRCLE), an advocacy coalition, was publicly announced through the attached media announcement on October 20, 2021.

Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program Notice of Funding Opportunity (NOFO)

The Federal Railroad Administration has announced a Notice of Funding Opportunity (NOFO) for the Consolidated Rail Infrastructure and Safety Improvements (CRISI). Congress has authorized $361,978,796 for the CRISI grant program for the Secretary to invest in a wide range of projects within the United States to improve railroad safety, efficiency, and reliability; mitigate congestion at both intercity passenger and freight rail chokepoints; enhance multi-modal connections; and lead to new or substantially improved Intercity Passenger Rail Transportation corridors. Rail safety projects include, but are not limited to, grade crossing enhancements, rail line Relocations and Improvements, and deployment of railroad safety technology. Eligible activities also include regional rail and corridor Planning, environmental analyses, research, workforce development, and traini

Applications for funding under this solicitation are due no later than 5:00 p.m. ET, November 29, 2021. CRISI awards will be announced in Spring 2022. For more information, visit https://railroads.dot.gov/grants-loans/competitive-discretionary-grant-programs/consolidated-rail-infrastructure-and-safety-2

Capitol Corridor is in the process of preparing an application for CRISI funding for the Sacramento to Roseville Third Track project. To date, we have received a number of letters of support from elected officials that are included as attachments to this agenda item.

FY 22 Senate Appropriations

Senate Appropriations Committee released their proposed FY 22 Transportation, Housing and Urban Development (THUD) appropriations bill which provides $13.5 billion for public transit, an increase of $503 million from the FY 2021 THUD Appropriations Act. The bill provides $3.4 billion for passenger rail grants, an increase of $863 million from the FY 2021 enacted level. In total, the bill provides $16.9 billion for public transit and passenger rail, an increase of $1.4 billion from the FY 2021 enacted level.

The table below highlights funding included for passenger rail.

	FY 2021 Appropriations- as originally enacted	Total FY 2021 Funding - including COVID Relief Bills of *December 2020 and March 2021*	President Biden's Budget Request *FY 2022*	*House THUD Subcommittee Appropriations 7/12/21 FY 2022*	*NEW**Senate Appropriations Legislation 10/20/21- FY 2022*	Bipartisan Infrastructure Framework with Senate Commerce Proposed STIA FY 2022
Consolidated Rail Infrastructure and Safety (CRISI)	$375.0	$375.0	$375.0	*$500.0*	*$522.9*	$2,000.0
Federal State Partnership for State of Good Repair (House) and Federal-State Partnership for Intercity Passenger Rail Grants (Senate)	$200.0	$200.0	$0.0	*$0.0*	*$222.0*	$8,700.0
Restoration and Enhancement	$4.7	$4.7	$0.0	*$0.0*	*$2.0*	$50.0
New - Passenger Rail Improvement, Modernization, and Expansion Grants (PRIME)	n/a	n/a	$625.0	*$625.0*	*$0.0*	$0.0
New - Bridges, Stations, and Tunnels Grants (BeST)	n/a	n/a	n/a	*$0.0*	*$0.0*	$0.0
Amtrak - Northeast Corridor	$700.0	$2,325.4	$1,300.0	*$1,200.0*	*$968.7*	$2,770.0
Amtrak - National Network	$1,300.0	$2,374.6	$1,400.0	*$1,500.0*	*$1,732.3*	$5,500.0
Amtrak - Office of the Inspector General	n/a	n/a	n/a	*n/a*	*n/a*	$26.5
FRA Safety and Operations & Railroad Research and Development	$275.9	$275.9	$306.5	*$301.0*	*$283.8*	$291.0
RRIF Loans - Credit Risk Premiums	$0.0	$0.0	$0.0	*n/a*	*n/a*	$0.0
Grade Crossing Separation Grants (House) Railroad Crossing Elimination Program (Senate)	n/a	n/a	TBD	*n/a*	*n/a*	$1,100.0
MAGLEV Technology Deployment Program	$2.0	$2.0	$0.0	*$5.0*	*$0.0*	$0.0
Total	$2,857.6	$5,557.6	$4,006.5	*$4,131.0*	*$3,731.7*	$20,437.5

Source: California Transit Association, Executive Director's Report for October 25, 2021
Chart Source: States for Passenger Rail

RECOMMENDATION
For information and discussion.

FOR IMMEDIATE RELEASE – October 20, 2021

Contact: Sean Winkler
swinkler@tgassoc.com | (847) 212-1493

CIRCLE Advocacy Coalition Formed by California Intercity Rail Corridors

The California's Intercity Rail Corridors Linking Everyone (CIRCLE) coalition will seek to educate federal lawmakers and intercity rail stakeholders on California's growing intercity passenger system

Washington, DC – Today, the Capitol Corridor Joint Powers Authority (CCJPA), the Los Angeles – San Diego – San Luis Obispo (LOSSAN) Rail Corridor Agency, and the San Joaquin Joint Powers Authority (SJJPA) announced the formation of California's Intercity Rail Corridors Linking Everyone (CIRCLE), an advocacy coalition. The coalition will seek to educate federal policymakers on the unique nature of Amtrak state-supported services, raise awareness of California's growing passenger rail system and proposed capital investments, and build stronger relationships with national intercity rail stakeholders.

California maintains one of the most successful intercity passenger rail networks in the country. Over the last four decades, the state has invested over $3.2 billion in improving its intercity passenger rail network. Pre-pandemic, one out of every five Amtrak riders boarded a train in California.

The *Capitol Corridor* route provides service between San Jose, Oakland, Sacramento and Auburn and is managed by the CCJPA; the *Pacific Surfliner* route provides service between San Diego, Los Angeles, and San Luis Obispo and is managed by the LOSSAN Rail Corridor Agency; and the *San Joaquins* route provides service between Bakersfield, Oakland and Sacramento and is managed by the SJJPA.

Combined, the three routes carried over 5.6 million passengers throughout California in Fiscal Year (FY) 2019 and the corridors all respectively rank in the top 10 in ridership in the nation. The LOSSAN corridor is the largest intercity rail corridor in the United States outside of the Northeast Corridor, carrying over 2.5 million passengers annually. The three California routes are responsible for nearly 50% of Amtrak's state-supported business unit revenue.

"We look forward to working together with our sister agencies to raise awareness about our growing rail corridor services and the important role our state plays in maintaining Amtrak's state-supported services," said Donna DeMartino, Managing Director, LOSSAN Rail Corridor Agency. "As the nation's largest intercity rail corridor outside of the Northeast, I am committed to working with my colleagues to ensure that our national policies allow us to continue to provide innovative and modern passenger services and amenities to our growing ridership bases."

“Our intercity rail corridor services are leading the way in providing more affordable and equitable access to transportation, enhancing connectivity across transportation modes, and helping to reduce our state and nation’s carbon footprint,” said Stacey Mortensen, Executive Director, SJJPA. “We have found that we are most effective in telling our story when we act as one voice, I am looking forward to jointly enhancing our advocacy and collaboration in Washington.”

“During my work on the Northeast Corridor Commission, I learned firsthand the power passenger rail voices can have if they come together around shared priorities and principles,” said Robert Padgette, Managing Director, CCJPA. “I believe CIRCLE will help fill a gap in intercity passenger rail advocacy by ensuring that the voice of the nation’s leading state for intercity passenger rail has a seat at the table. We must do more to educate the nation about our leading and growing service corridors.”

###

Managed by the Capitol Corridor Joint Powers Authority (CCJPA), the Capitol Corridor is an intercity rail service connecting the most economically vibrant urban centers in Northern California – from Auburn/Sacramento to Silicon Valley, and including San Francisco, Oakland, and Berkeley. With free Wi-Fi on board, Capitol Corridor trains provide a convenient, reliable, and comfortable alternative to the congested I-80, I-680, and I-880 freeways for over 1.8 million work and leisure travelers every year (prior to the COVID-19 pandemic). www.capitolcorridor.org.

The Pacific Surfliner is funded by the state of California through the California Department of Transportation (Caltrans) and is operated by Amtrak under a contract with the LOSSAN Rail Corridor Agency. The LOSSAN Agency, which is staffed by the Orange County Transportation Authority, is a joint powers authority that works to increase ridership, revenue, capacity, reliability, coordination, and safety on the rail corridor. Agency updates and information can be found at lossan.org.

Since July 2015, San Joaquin Joint Powers Authority (SJJPA) has been responsible for the management and administration of Amtrak San Joaquins. SJJPA is governed by Board Members representing each of the ten (10) Member Agencies along the 365-mile San Joaquins Corridor. For more information on SJJPA please visit www.sjjpa.com.

JOHN GARAMENDI
CALIFORNIA, 3RD DISTRICT

ARMED SERVICES COMMITTEE
CHAIRMAN READINESS
STRATEGIC FORCES

TRANSPORTATION AND INFRASTRUCTURE COMMITTEE
HIGHWAYS & TRANSIT
WATER RESOURCES
ECONOMIC DEVELOPMENT
COAST GUARD & MARITIME

UNITED STATES CONGRESS

2368 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
PHONE: (202) 225-1880

DISTRICT OFFICES:

412 G STREET
DAVIS, CA 95616
PHONE: (530) 753-5301

1261 TRAVIS BOULEVARD, SUITE 180
FAIRFIELD, CA 94533
PHONE: (707) 438-1822

October 29, 2021

Mr. Paul Nissenbaum
Associate Administrator of Railroad Policy and Development
Federal Railroad Administration
1200 New Jersey Avenue SE
Washington, DC 20590

RE: Support for Capitol Corridor Join Powers Authority 2021 CRISI Application

Dear Associate Administrator Nissenbaum:

I write to express my support for the Capitol Corridor Joint Powers Authority's (CCJPA) CRISI application for the Sacramento to Roseville Third Track Project in Placer and Sacramento Counties, California.

The Greater Bay Area Council estimates that nearly 100,000 workers commute daily between the San Francisco Bay Area and inland municipalities like Davis, Sacramento, and Roseville. As a result, automotive traffic congestion in the area is on the rise and only predicted to increase. The Third Track Project proposed by CCJPA and the Bay Area Rapid Transit District (BART) aims to integrate Northern California's passenger rail network. It would provide an efficient congestion-relieving option for commuters while also bringing indirect economic benefits to every city along the Capitol Corridor route, including those in my district.

Currently, although 70% of the Roseville passengers on the Capitol Corridor are bound for the Bay Area, only one daily train connects Roseville with Sacramento. Phase I of CCJPA's proposed project would triple the number of daily trains by building just 10 miles of additional track. It would also build a new layover facility in Roseville to accommodate travelers from even further inland in the greater Sacramento region.

The project proposed by CCJPA would be a thoughtful, targeted improvement with outsized economic and transportation benefits for the entire region. I urge you to give their grant proposal full and fair review. Thank you for your consideration.

Sincerely,

JOHN GARAMENDI
Member of Congress

TOM McCLINTOCK
4TH DISTRICT, CALIFORNIA

2312 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
PHONE: 202-225-2511

2200A DOUGLAS BLVD, SUITE 240
ROSEVILLE, CA 95661
PHONE: 916-786-5560

HTTPS://MCCLINTOCK.HOUSE.GOV/

Congress of the United States
House of Representatives
Washington, DC 20515–0504

COMMITTEE ON THE JUDICIARY
SUBCOMMITTEE ON
IMMIGRATION AND CITIZENSHIP
RANKING MEMBER

SUBCOMMITTEE ON
CONSTITUTION, CIVIL LIBERTIES,
AND CIVIL RIGHTS

COMMITTEE ON NATURAL RESOURCES
SUBCOMMITTEE ON
WATER, OCEANS, AND WILDLIFE

SUBCOMMITTEE ON
NATIONAL PARKS, FORESTS, AND PUBLIC LANDS

COMMITTEE ON THE BUDGET

November 10, 2021

The Honorable Pete Buttigieg
Secretary of Transportation
Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Dear Secretary Buttigieg,

I write in support of Capitol Corridor Joint Powers Authority's (CCJPA) application to the Consolidated Rail Infrastructure and Safety Improvement (CRISI) grant program intended to improve the safety, efficiency, and reliability of intercity passenger and freight rail.

If awarded, it is my understanding that CCJPA will use this grant to fund the Sacramento to Roseville Third Tack Project. Specifically, this project's goal is to add five additional main tracks in Roseville, improve railroad signals, place additional track crossovers to preserve operational flexibility and safety, and construct a layover facility for overnight trains in Roseville.

The purpose of the CRISI grant program is to provide funding for projects that address critical issues facing our nation's infrastructure. As such, I believe Capitol Corridor Joint Powers Authority's application is consistent with the purpose of this grant and highly competitive on its merits.

Thank you for your consideration. Should you have any questions, please contact Kelsey Gaudette in my office at (202) 225-2511.

Sincerely,

Tom McClintock

County of Placer
Board of Supervisors
175 Fulweiler Avenue
Auburn, California 95603
(530) 889-4010
bos@placer.ca.gov

BONNIE GORE
District 1
ROBERT M. WEYGANDT
District 2
JIM HOLMES
District 3
SUZANNE JONES
District 4
CINDY GUSTAFSON
District 5

November 8, 2021

The Honorable Pete Buttigieg
Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Re: Sacramento to Roseville Third Mainline Track (Phase One) – Capitol Corridor Joint Powers Authority 2021 CRISI Application

As Placer County's representative on the Placer County Transportation Planning Agency's (PCTPA) Board and PCTPA's Capitol Corridor Joint Power Authority (CCJPA) representative, I am writing to express our support for the Capitol Corridor Joint Powers Authority (CCJPA) FY2021-22 CRISI application for the **Sacramento to Roseville Third Track Project** (The Project) in Placer County/Sacramento County, CA. This is a critical project for our county as highway congestion trends to pre-pandemic levels and the demand for travel between Roseville, Sacramento, and the San Francisco Bay Area resumes. It is also a key investment outlined in the CCJPA Vision Implementation Plan and California State Rail Plan.

In 2012, the CCJPA, in partnership with Union Pacific Railroad Company (UPRR), the cities of Roseville and Sacramento and Placer County Transportation Planning Agency (PCTPA) began working collaboratively to expand service on the east end of the Capitol Corridor between Roseville and Sacramento. Phase I of the project includes the addition of 10 miles of third track to increase service from one to three round trips daily, as well as a new layover facility in Roseville. *Receiving CRISI funds will enable us to close the project's funding gap and complete Phase I.* Future phases of this project will enable Capitol Corridor to offer riders 10 round trips per day between Roseville and Sacramento, offering a viable and greener alternative to traveling on congested Interstate 80. It will also preserve current Union Pacific Railroad freight operations and reliability for the benefit of goods movement through the region.

The **Sacramento to Roseville Third Track Project** is also an important component of the Northern California rail network, connecting the Placer/Sacramento areas to destinations throughout the 21-county Megaregion. In fact, more than 70 percent of Capitol Corridor passengers from Auburn/Roseville are destined to locations in the San Francisco Bay Area. This project is an important early investment that aligns with the vision of the Link21 Program, an unprecedented effort being led by CCJPA and the Bay Area Rapid Transit District (BART) to transform Northern California's passenger rail network into a faster, more integrated system, providing safe, efficient, and affordable travel. Coupled with other improvements under Link21, the **Sacramento to Roseville Third Track Project** will help to make the Northern California rail network more efficient and effective in meeting the growing needs of the Megaregion.

Thank you for your consideration.

Sincerely,

COUNTY OF PLACER

Jim Holmes

Jim Holmes, District 3 Supervisor
Placer County Board of Supervisors

November 3, 2021

The Honorable Pete Buttigieg
Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Re: Sacramento to Roseville Third Mainline Track (Phase One) – Capitol Corridor Joint Powers Authority 2021 CRISI Application

On behalf of the City of Davis, we are writing to express our support for the Capitol Corridor Joint Powers Authority (CCJPA) FY2021-22 CRISI application for the **Sacramento to Roseville Third Track Project** (The Project) in Placer County/Sacramento County, CA. This is a critical project for our region as highway congestion is increasing towards pre-pandemic levels and the demand for travel between Roseville, Sacramento, Davis and the San Francisco Bay Area resumes on this busy corridor. It is also a key investment outlined in the CCJPA Vision Implementation Plan and California State Rail Plan.

Davis has one of the busiest stations on the Capital Corridor line, and we have long been a steward of environmental resources and advocated for alternative transportation options to reduce automobile congestion and the impacts of greenhouse gases on global warming. The investment in the expansion of passenger rail service to Roseville benefits the entire Sacramento region by providing an efficient alternative to automobile trips for people travelling along the I-80 corridor. Additionally, the Yolo County Transportation District/Caltrans I-80 Managed Lanes project and the 70-mile Caltrans I-80 Comprehensive Multimodal Corridor Plan (CMCP) between Vallejo and Sacramento will depend on increased passenger rail service to stabilize traffic congestion on Interstate 80. In fact, the Caltrans I-80 CMCP modeling suggests increasing passenger rail is the most effective alternative of those studied at reducing congestion.

In 2012, the CCJPA, in partnership with Union Pacific Railroad Company (UPRR), the cities of Roseville and Sacramento and Placer County Transportation Planning Agency (PCTPA) began working collaboratively to expand service on the east end of the Capitol Corridor between Roseville and Sacramento. Phase I of the project includes the addition of 10 miles of third track to increase service from one to three round trips daily, as well as a new layover facility in Roseville. *Receiving CRISI funds will enable us to close the project's funding gap and complete Phase I.* Future phases of this project will enable Capitol Corridor to offer riders 10 round trips per day between Roseville and Sacramento, offering a viable and greener alternative to

traveling on congested Interstate 80. It will also preserve current Union Pacific Railroad freight operations and reliability for the benefit of goods movement through the region.

The **Sacramento to Roseville Third Track Project** is also an important component of the Northern California rail network, connecting the Placer/Sacramento areas to destinations throughout the 21-county "megaregion." In fact, more than 70 percent of Capitol Corridor passengers from Auburn/Roseville are destined to locations in the San Francisco Bay Area. This project is an important early investment that aligns with the vision of the Link21 Program, an unprecedented effort being led by CCJPA and the Bay Area Rapid Transit District (BART) to transform Northern California's passenger rail network into a faster, more integrated system, providing safe, efficient, and affordable travel. Coupled with other improvements under Link21, the **Sacramento to Roseville Third Track Project** will help to make the Northern California rail network more efficient and effective in meeting the growing needs of the megaregion.

Thank you for your consideration.

Sincerely,

Gloria Partida
Mayor

Lucas Frerichs
Vice Mayor

CITY OF FAIRFIELD Founded 1856 Incorporated December 12, 1903

Mayor Harry T. Price

Home of
Travis Air Force Base

COUNCIL

Mayor
Harry T. Price
707-428-7395

Vice-Mayor
Rick Vaccaro
707-429-6298

Councilmembers
707-429-6298

Pam Bertani
Catherine Moy
Doriss Panduro
Chuck Timm
Scott Tonnesen

• • •

City Manager
Stefan T. Chatwin
707-428-7400

• • •

City Attorney
Gregory W. Stepanicich
707-428-7419

• • •

City Clerk
Karen L. Rees
707-428-7384

• • •

City Treasurer
Arvinda Krishnan
707-428-7036

DEPARTMENTS

City Manager's Office
707-428-7400

Community Development
707-428-7461

Finance
707-428-7036

Fire
707-428-7375

Housing Services
707-428-7688

Human Resources
707-428-7394

Parks & Recreation
707-428-7465

Police
707-428-7362

Public Works
707-428-7485

November 3, 2021

The Honorable Pete Buttigieg
Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Re: Sacramento to Roseville Third Mainline Track (Phase One) – Capitol Corridor Joint Powers Authority 2021 CRISI Application

On behalf of the city of Fairfield, I am writing to express our support for the Capitol Corridor Joint Powers Authority (CCJPA) FY2021-22 CRISI application for the **Sacramento to Roseville Third Track Project** (The Project) in Placer County/Sacramento County, CA. This is a critical project for the region as highway congestion trends to pre-pandemic levels and the demand for travel between Roseville, Sacramento, and the San Francisco Bay Area resumes. It is also a key investment outlined in the CCJPA Vision Implementation Plan and California State Rail Plan.

CCJPA has worked closely with its project partners for many years to make this project a reality. Phase I of the project includes the addition of 10 miles of third track to increase service from one to three round trips daily, as well as a new layover facility in Roseville. *Receiving CRISI funds will enable us to close the project's funding gap and complete Phase I.* Future phases of this project will enable Capitol Corridor to offer riders 10 round trips per day between Roseville and Sacramento.

The **Sacramento to Roseville Third Track Project** is an important component of the Northern California rail network, connecting the Placer/Sacramento areas to destinations throughout the Megaregion This megaregional connectivity has been a growing trend and is projected to continue and even accelerate. Super-commutes of 50+ minutes are on the rise. In fact, more than 70 percent of Capitol Corridor passengers from Auburn/Roseville are traveling to points in the Bay Area. This project is an important early investment that aligns with the vision of the Link21 Program, an unprecedented effort being led by CCJPA and the Bay Area Rapid Transit District (BART) to transform Northern California's passenger rail network into a faster, more integrated system, providing safe, efficient, and affordable travel for people in the Sacramento area, greater San Francisco Bay Area, the Monterey Bay area, and the Northern San Joaquin Valley. By 2040, Link21 analysis shows that robust growth is expected across the Megaregion, with significant growth in trips from counties, such as Sacramento and Placer, increasing by 64% compared to 26% within the Bay Area. By shifting longer trips from highways to rail, greater vehicle-miles-traveled (VMT) reductions can be achieved which correspond to reductions in greenhouse gas emissions, critical to meeting regional and state air quality goals and to combating climate change.

The **Sacramento to Roseville Third Track Project,** coupled with other improvements under Link21, will make the rail network more efficient and effective in meeting the growing transportation needs of the Megaregion. These improvements are synergistic; each investment leverages the other, augmenting previous benefits and unlocking additional benefits. Ultimately, these improvements will combine to transform the Northern California Megaregion's rail network.

Thank you for your consideration.

Sincerely,

Harry T. Price

HARRY T. PRICE
Mayor

Item VI.7

OFFICE OF THE MAYOR

Darrell Steinberg
Mayor

CITY HALL
915 I STREET, Fifth Floor
SACRAMENTO, CA
95814-2672

PH 916-808-5300
FAX 916-264-7680
MayorSteinberg@cityofsacramento.org

CITY OF SACRAMENTO
CALIFORNIA

October 27, 2021

To Whom it May Concern,

On behalf of the City of Sacramento, I am writing to express our support for the Capitol Corridor Joint Powers Authority (CCJPA) FY2021-22 CRISI application for the **Sacramento to Roseville Third Track Project** (The Project) in Placer County/Sacramento County, CA. This is a critical project for our county as highway congestion trends to pre-pandemic levels and the demand for travel between Roseville, Sacramento and the San Francisco Bay Area resumes. It is also a key investment outlined in the CCJPA Vision Implementation Plan and California State Rail Plan.

The City of Sacramento has been working with CCJPA for nearly a decade. In 2012, the CCJPA, in partnership with Union Pacific Railroad Company (UPRR), the cities of Roseville and Sacramento and Placer County Transportation Planning Agency (PCTPA) began working collaboratively to expand service on the east end of the Capitol Corridor between Roseville and Sacramento. Phase I of the project includes the addition of 10 miles of third track to increase service from one to three round trips daily, as well as a new layover facility in Roseville. *Receiving CRISI funds will enable us to close the project's funding gap and complete Phase I.* Future phases of this project will enable Capitol Corridor to offer riders 10 round trips per day between Roseville and Sacramento, offering a viable and greener alternative to traveling on congested Interstate 80. It will also preserve current Union Pacific Railroad freight operations and reliability for the benefit of goods movement through the region.

The **Sacramento to Roseville Third Track Project** is also an important component of the Northern California rail network, connecting the Placer/Sacramento areas to destinations throughout the 21-county Megaregion. In fact, more than 70 percent of Capitol Corridor passengers from Auburn/Roseville are destined to locations in the San Francisco Bay Area. This project is an important early investment that aligns with the vision of the Link21 Program, an unprecedented effort being led by CCJPA and the Bay Area Rapid Transit District (BART) to transform Northern California's passenger rail network into a faster, more integrated system, providing safe, efficient, and affordable travel. Coupled with other improvements under Link21, the **Sacramento to Roseville Third Track Project** will help to make the Northern California rail network more efficient and effective in meeting the growing needs of the Megaregion.

Sincerely,

Darrell Steinberg, Mayor
City of Sacramento

Item VI.8

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

MEMORANDUM

TO: Capitol Corridor Joint Powers Authority Board **DATE: November 12**, 2021

FROM: Robert Padgette
Managing Director, CCJPA

SUBJECT: State Rail Plan Update

PURPOSE
For the CCJPA Board to receive an update from a Caltrans Division of Rail and Mass Transit (DRMT) staff member on the 2022 State Rail Plan.

BACKGROUND
For the 2018 State Rail Plan, the Caltrans DRMT made great strides to develop a truly visionary and far better integrated plan built on principles, goals, and objectives across all aspects of operations and capital investments. Now, four years later, Caltrans DRMT is updating the 2018 State Rail Plan to deliver a 2022 State Rail Plan. The 2022 State Rail Plan will build upon the gains made by the 2018 State Rail Plan. Engagement with a variety of public officials is a key part of the 2022 State Rail Plan process. As such, both this June 2021 Board meeting and the September 2021 CCJPA Board meeting are planned engagement sessions.

RECOMMENDATION
For information only.

Item VI.9

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

MEMORANDUM

TO: Capitol Corridor Joint Powers Authority Board **DATE:** November 12, 2021

FROM: Robert Padgette

Managing Director, CCJPA

SUBJECT: Capital Projects Update – Link21

PURPOSE

To provide the CCJPA Board with an update on the Link21 project and CCJPA's Capital Program.

BACKGROUND

Capital Project Spot Light

At each CCJPA Board of Directors meeting, CCJPA staff highlights a capital project in a presentation to the Board. For the November 17th meeting, CCJPA and BART staff will present an update on the Link21 program. Attached for your reference is a paper that was distributed to the CCJPA Board on October 5th which provides an overview of value capture as a funding strategy for the Link21 program.

Capital Projects Update

CCJPA maintains an ongoing listing of various capital projects led by CCJPA and those led by others that will influence the Capitol Corridor service. The table on the next page provides the latest update on the projects that are underway by the CCJPA.

A more extensive list of all capital projects in all development stages is presented in the required Annual Business Plan Update document, which was adopted by the CCJPA Board at the April 21, 2021 Board meeting.

The current list of active projects underway using secured capital funds is provided below.

RECOMMENDATION

For information and discussion.

CCJPA CAPITAL PROJECTS November 2021						
Project Name	**Project Description**	**Projected Completion**	**CCJPA Secured Funds**	**CCJPA Contribution**	**Partner Contribution**	**Total Project Cost**
Agnew Siding	Design and construct 2,000' siding in the vicinity of the Santa Clara Great America Station	Design: Oct-22 Construction: Mar-24	$ 1,441,969	$ 8,600,000	N/A	$ 8,600,000
South Bay Connect (Oakland to San Jose Phase 2A)	Environmental, design, and construction to relocate Capitol Corridor service between Oakland Coliseum and Newark from Niles Subdivision to Coast Subdivision, which will decrease travel time between Oakland and San Jose and to improve connections to SF Peninsula.	Environmental: Nov-22 Design: Dec-24 Construction: Apr-29	$ 20,700,000	$ 349,422,000	N/A	$ 349,422,000
Davis Station Signal Improvements	Improve the railroad signal system and replace track crossovers at Davis station to improve reliability and lifespan of the railroad infrastructure.	Sep-23	$ 6,482,305	$ 9,000,000	$ 3,250,000	$ 12,250,000
Stege Signal Improvements	Improvements to the railroad signal system in the vicinity of Richmond station which will result in improved reliability and better on-time performance.	Jun-23	$ 5,346,000	$ 5,550,000	$ 1,000,000	$ 6,550,000
Sacramento to Roseville Third Main Track Phase I	Construct first phase of third main track and layover facility improvements in order to increase service frequency between Sacramento and Roseville.	Environmental: Nov-15 Design: Mar-23 Construction: Apr-27	$ 87,700,000	$ 174,300,000	N/A	$ 174,300,000
	CAPITAL PROJECT TOTAL		***$ 121,670,274***	***$ 546,872,000***	***$ 4,250,000***	***$ 551,122,000***

CCJPA ONGOING PROJECTS November 2021				
Project Name	**Project Description**	**Projected Completion**	**Secured Funds**	**Total Project Cost**
Signal Replacement/Upgrade	Replace outdated signal systems to reduce signal system interruptions and delays (three-year program).	Dec-24	$ 1,200,000	$ 1,200,000
ROW Safety/Security	Annual funding to support UP in ROW clean-up including vegetation removal, clean-up and encampment relocation (funded annually through the State Rail Assistance program)	Ongoing	$ 2,320,000	$ 2,320,000
Capitalized Maintenance	Track maintenance for State of Good Repair Program to maximize on-time performance (funded annually through the Annual Business Plan)	Ongoing	$ 1,000,000	$ 1,000,000
	ONGOING PROJECT TOTAL		***$ 4,820,000***	***$ 4,820,000***

CCJPA-Led Projects Supporting the California Intercity Rail Services November 2021				
Project Name	**Project Description**	**Projected Completion**	**Secured Funds**	**Total Project Cost**
Door Panel Procurement	Procurement of door panels for Caltrans-owned Surfliner Rail Cars	July-22	$ 550,000	$ 550,000
California Passenger Information Display System (CalPIDs) Modernization	Design, test, and implement an improved passenger train arrival/alerts system all communication channels including station hardware, servers, data, and software	December-21	$ 3,266,695	$ 3,266,695
California Integrated Travel Program (CalITP)	Develop a governance structure and approach for a system that allows for seamless statewide travel and fare purchase across multiple agencies and modes	Pilot: October-22	$ 27,340,000	$ 27,340,000
Network Integration	Support for initial Second Transbay Crossing study and Carquinez Strait Crossing Study	Ongoing	$ 2,000,000	$ 2,000,000
Link21 (New Transbay Rail Crossing)	Planning and implementation strategies for a new Transbay Rail Crossing (funded annually through the Annual Business Plan process)	Ongoing	$ 1,500,000	
	PARTNER PROJECT TOTAL		***$ 34,656,695***	***$ 33,156,695***

Item VI.9

CONNECT NORTHERN CALIFORNIA

VALUE CAPTURE BRIEFING PAPER

WORKING DRAFT

October 2021

Prepared By:
Link21 Program Management Consultants (PMC)

INTENTIONALLY LEFT BLANK

1. INTRODUCTION

The purpose of this briefing paper is to introduce the concept of capturing value created from public infrastructure investment as part of the overall funding strategy for the Link 21 Program (Link21). A comprehensive value capture strategy can contribute to capital and operating funding streams for Link21 and support its overall objectives. Value capture strategies encompass traditional land-based value capture, as well as the generation of ancillary revenues from transportation assets. These areas are interrelated and will endure beyond the completion of construction. An analysis was undertaken from a broad perspective to identify some opportunities that could be considered both for Link21 and for the existing San Francisco Bay Area Rapid Transit (BART) system.

The goals of a proactive value capture strategy are to:

- **Optimize the value created** by the investment, through early engagement with and consideration of stakeholder interests and by incorporating value capture into the planning, design, construction and operation phases of the program
- **Optimize the capture of that value for public benefit** through a combination of land-based mechanisms and ancillary revenue generators.

The overall funding strategy for Link21 is being developed and will evolve over time. It likely will include multiple elements, ranging from traditional funding mechanisms at the federal, state, and local levels to potential financing tools to innovative approaches. Value capture opportunities will be evaluated as part of the funding strategy alongside other emerging funding sources, such as a fee on Vehicle Miles Traveled (VMT) and congestion pricing.

Clear and compelling documentation and publication of intended value to be created and captured is a critical element of a strategy. It can result in a range of benefits for Link21, from direct revenues to fund project development, delivery and operation, to helping justify the investment of public funds.

Capturing value and increasing non-fare revenues are part of an active financial stewardship strategy, and Link21 provides BART with the opportunity to expand the use of transit assets and be more proactive about revenue generation. Generating more ancillary revenues helps maintain the system, grow service and keep fares affordable, and can also help weather major crises such as COVID-19 that affected fare revenues. The value capture strategy needs to consider equity implications, including using funds to invest in specific equity strategies and developing plans in concert with anti-displacement and other policies. The analysis takes a balanced perspective, with the idea that funds generated not only can help advance Link21, but they also can be put to good use to better serve priority populations.

A growing number of BART's peer transit agencies have adopted an active financial stewardship approach as part of a triple bottom line framework that looks at three pillars

Working Draft

as equal and in balance: social, environmental, and financial, which can also be thought of as three E's, Equity, Economy, Environment. The biggest shift from previous practices is a specific and balanced view of the optimization of the system's assets. This balance is important for considering value capture, as it would place ancillary (non-fare) revenues at the service of other priorities, like lower fares or better service. In that sense, growing revenue feeds directly into being able to achieve ambitious BART goals, particularly those related to equity.

By considering the potential role of value capture early in the program development process, Link21 will be able to develop a strategy that employs various tools and balances social, environmental, and financial goals. Through this early consideration, the program will be able to incorporate this strategy into the planning, design, construction and operation of Link21 projects.

2. KEY DEFINITIONS

Economic benefits refer to the broader value created by a transportation asset that does not result in direct revenues to a project but accrues to the local economy (e.g. job creation) and can support raising local funding (e.g., sales tax measures).

Value capture, as defined by the Transportation Research Board,[1] is the "public recovery of a portion of increased property and other value created as a result of public infrastructure investment." It is underpinned by broader economic value creation. Land-based value capture mechanisms include impact fees, property taxation, property tax increment, community facilities districts, negotiated exactions, sale or leasing of air rights, assessment districts, community facilities districts, station naming rights or line sponsorships, tax increment financing, and property taxation. Value capture mechanisms can also include revenues generated from the use of a transportation asset beyond the immediate provision of transit service. Creating the potential for and securing non-transportation-related commercial revenue to contribute to long-term operations and maintenance (O&M) costs is good stewardship of taxpayer dollars. Ancillary revenues include joint development, parking fees, advertising, and concessions.

While value capture mechanisms can support a portion of project's capital costs, most revenue from value capture is better suited to cover operating costs.

3. ECONOMIC BENEFITS –VALUE- FROM TRANSPORTATION INVESTMENT

The economic benefits of transportation investment are significant in the longer term. A recent report by the American Public Transportation Association (APTA) found that

[1] TCRP Research Report 190 - National Academies of Sciences, Engineering, and Medicine. 2016. Guide to Value Capture Financing for Public Transportation Projects. Washington, D.C: The National Academies Press.

Working Draft

investment in transit can deliver 49,700 jobs per $1 billion invested and can offer a 5:1 investment return in economic benefits.[2]

In addition to direct user benefits, such as time and cost savings, rail and station investments generate local economic benefits in three main ways:

1. **Increased economic density**: new and improved transit stations or nodes lead to economic productivity changes by providing enhanced access to a broader and more diverse labor market and by allowing more business agglomeration and clustering.
2. **Increased connectivity**: improving rail services and capacity allows for increased travel demand and connects people with more places to work and live while supporting high-density growth in the immediate vicinity. This is also a key contributing factor to advancing equity as more priority populations are connected to urban and employment centers.
3. **Placemaking**: improving the area immediately around a station can attract further development, as well as new businesses and residents while enhancing the area for existing users.

Investment in rail and station assets generates economic benefits by increasing the area's attractiveness for:

- **Employers**: by improving access to customers and suppliers.
- **Workers**: by improving the quality of the environment, local services, and retail.
- **Developers**: by increasing land values and capacity for further development.

In turn, this increased attractiveness generates uplifts in property prices, which underpins value capture as well as direct and indirect investment.

Link21's Goals and Objectives (**Figure 1**) support the creation of economic value, and the use of a business case framework will validate that the alternatives and projects that go forward generate economic and equity benefits.

Figure 1: Link21 Goals and Objectives

Working Draft

[2] APTA. 2020. Economic Impact of Public Transportation Investment.

Goals and Objectives

TRANSFORM THE PASSENGER EXPERIENCE

- Provide better service
- Improve reliability and system performance
- Build ridership and mode share

ENHANCE COMMUNITY AND LIVABILITY

- Connect people and places
- Improve safety, health and air quality
- Advance equity

SUPPORT ECONOMIC GROWTH AND GLOBAL COMPETITIVENESS

- Improve access to opportunity and employment
- Connect major economic, research and education centers
- Enable transit-supportive land use

ADVANCE ENVIRONMENTAL STEWARDSHIP AND PROTECTION

- Increase climate change resilience
- Reduce greenhouse gas emissions
- Conserve resources

Economic value can be generated in many different ways throughout the project lifecycle, including O&M. Link21 investment decisions, especially regarding stations and placemaking, will materially affect the ability to create value, including through land value capture.

To ensure that long-term economic value is created, a consistent vision will be required that is grounded in economic theory and lessons learned from other programs. In particular, significantly disruptive improvements during construction could erode shorter-term economic potential if not carefully planned. Cost-cutting measures can also affect the ability to create value by focusing too narrowly on transportation uses and by neglecting the other value created by stations.

4. LAND-BASED VALUE CAPTURE

Value capture typically refers to the recovery of a portion of increased land/property value created as a result of a public transportation investment. Value capture can be achieved using a range of mechanisms, some of which are constrained in California under Propositions 218 and 26. Adopted in 1996, Proposition 218 limits the ability of local governments to impose new taxes, assessments, and property-related fees and charges without explicit voter consent. Assessments are allowed only for direct/special benefits, not for general benefits, and special taxes (taxes with a specified purpose) require two-thirds supermajority of affected property owners. Special benefit assessments cannot be imposed if there is a majority protest of affected property owners. The process of determining the value of a special benefit is complex, and it typically does not include things like the value to a community of having a station and BART service.

Working D

BART directly experienced the constraints of Proposition 218 with the Transit Benefit Assessment District (TBAD) established under Senate Bill (SB) 142 (passed in 2013, the provision sunset on January 1, 2021). The goal of TBAD was to enable BART to fund some future improvements by capturing some of the land value uplift generated by access to transit. However, under Proposition 218, benefits associated with transit are typically classified as “general” rather than “special”, and any tax or fee would have required the two-thirds supermajority. Ultimately, BART was not able to use SB 142, despite the known value uplift and need for additional funding for station improvements due to the limitations described above as well as the generally litigious nature of benefit assessment districts following Proposition 218.

Passed in 2010, Proposition 26 expanded the definition of “taxes” to include payments that were previously considered “fees” or “charges”, increasing the number of revenue proposals subject to higher approval requirements. Although it can be difficult, reaching a two-thirds majority for a special tax is feasible, and BART has successfully received voter approval for two ad valorem property tax measures, Measure AA in 2004 and Measure RR in 2016.

Value capture is also constrained by local land use policies and zoning requirements, which vary significantly across the Megaregion.

A combination of multiple value capture mechanisms will need to be applied to optimize revenue potential for both capital and operating needs. **Table 1** below provides illustrative examples of the range of revenue generation possible under various value capture tools. The estimated values of these mechanisms are from a variety of sources, are highly dependent on specific circumstances, and are not meant to indicate what BART would necessarily be able to generate. The $750 million estimate for Mello-Roos and $250 million in Tax Increment Financing are based on bonds issued for the Salesforce Transit Center. The ad valorem property tax estimate from BART Measure RR (2016) covers Alameda, Contra Costa and San Francisco Counties. Extending a future measure to additional Bay Area counties could bring in significantly more funding but would require new authority.

Table 1: Potential Value Capture Mechanisms for Link21

Mechanism	Description	Use of Funds	Estimated Revenue Potential	Requires Voter Approval?
Mello-Roos Community Facilities Districts (CFD)	Special tax district formed when property owners in the area agree to impose a tax to fund infrastructure improvements	Capital/O&M Costs	Could support issuance of $10[3]-750 million in bonds (30-year term) per station area	Yes

[3] $12 million CFD formed to help fund the Pittsburg Center BART station

Working Draft

Mechanism	Description	Use of Funds	Estimated Revenue Potential	Requires Voter Approval?
Tax Increment Financing (TIF)	Participating taxing entities in an Infrastructure Financing District (IFD) share an agreed upon portion of their property taxes on incremental assessed value increases of properties	Capital/O&M Costs	Could support issuance of $25[4]-250 million in bonds (30-year term) per station area	Yes
Property Taxation: Ad Valorem	Taxes levied on real property as a % of the assessed valuation of properties	Capital Costs	Measure RR supports issuance of $3.5B in bonds[5]	Yes
Property Taxation: Parcel Taxes	Flat tax on real property that generally does not vary in respect to size of parcel	Capital/O&M Costs	$25-$200 million annual revenues for the 9-county Bay Area[6]	Yes
Air Rights	Air rights (also called transferable development rights) are sold or leased under a competitive process to a private entity to develop the air space above a facility	Capital/O&M Costs	$10[7]-$250[8] million in upfront revenues per station area	No

BART and other agencies in the Bay Area have already used of some of these value capture mechanisms, including an ad valorem tax under Measures AA and RR for the BART District, the Salesforce Transit Center CFD providing some station improvement funds for the Embarcadero and Montgomery stations, and the parcel tax implemented by AC Transit in a portion of the BART District.

It may be easier to implement some of these tools – including gaining support of property owners – for new construction, stations and services associated with Link21

[4] VTA (2020), VTA's BART Phase II Transit Oriented Communities Strategy Study, accessible at https://www.vta.org/sites/default/files/2020-07/28-LP%20TOC%20Playbook_Final_ADA_spread_1.pdf.

[5] BART (2016), BART's Bond Measure: The Facts, accessible at https://www.bart.gov/sites/default/files/docs/BART%20%243%205%20Billion%20GO%20Bond%20Measure%20Tax%20Analysis%20%284%25%20AV%20Growth%20Assumption%29%20Summary%20FINAL%20WEBSITE%20POSTING%208%2019%2016.pdf

[6] Strategic Economics (2019), Regional Transportation Measure Revenue Estimates, accessible at https://www.siliconvalleycf.org/sites/default/files/publications/regional-transportation-measure-revenue-estimates.pdf

[7] WMATA (2021), FY2022 Proposed Budget, joint development revenue estimates, accessible at https://www.wmata.com/about/records/upload/Proposed-FY2022-Budget.pdf

[8] Construction Dive (2017), Tishman Speyer secures final air rights for $3B Spiral NYC tower, accessible at https://www.constructiondive.com/news/tishman-speyer-secures-final-air-rights-for-3b-spiral-nyc-tower/506367/

than for the existing BART system alone. The scale and transformational nature of Link21 could also support the broader implementation of these tools.

Successful implementation of value capture techniques depends on the specific conditions within a project area, including real estate markets, zoning and land use regulations, local economic conditions, interests and will of the public sector bodies involved, and many more factors. For Link21, this will entail extensive coordination with local jurisdictions, who hold land use authority around potential new stations/markets served. Combining value capture mechanisms into a cohesive strategy is complex. International and U.S. examples help to determine the success factors and the risks to be mitigated when developing a value capture strategy. These are summarized in **Table 2.**

Working Draft

Table 2: Value Capture Success Factors

FACTOR	DEFINITION	CONSIDERATIONS	EXAMPLE
Sufficiency and Predictability of Revenues	Scale and predictability of revenues is sufficient to cover a portion of capital costs, secure debt financing, and/or cover O&M costs.	▫ Required to bond against future revenues or set aside revenues to fund costs ▫ Precise and accurate forecasting is critical.	Property tax revenues from a Transportation Improvement District were sufficient to fund 20% of project costs for the $5.6 billion Dulles Corridor Metrorail in Northern Virginia.[9]
Revenue Timing (one-time vs recurring)	One-time revenue may provide immediate but possibly smaller benefit, whereas stable recurring revenues can be used as debt service for larger accelerated investments (or availability payments in a public-private partnership [P3] structure) or O&M costs.	▫ Potential tradeoff between upfront revenues and maximizing ongoing revenues from property value appreciation.	Hudson Yards in New York used a mix of one-time revenues (density bonuses sold to developers) and ongoing revenues from payments in lieu of taxes (PILOT) from new commercial properties.[10]
Regional Coordination	Coordinating value capture objectives and strategies at the local and regional levels can help identify the best suited value capture tools for a range of different place types and local economies	▫ Jurisdictions may compete with each other and undercut value capture strategies by offering lower taxes or other incentives or disagree on strategic objectives.	The Santa Clara Valley Transit Authority (VTA) emphasized regional coordination for the development of transit-oriented communities for Phase II of the BART Silicon Valley extension in San Jose and Santa Clara.[11]
Political and Legal Feasibility	The extent to which a tool is politically and legally viable. All	▫ Focus limited political capital on mechanisms	The Vancouver City Council conducted a thorough study of

[9] Federal Highway Administration. Center for Innovative Finance Support. Project Profile: Dulles Corridor Metrorail Project. Accessible at https://www.fhwa.dot.gov/ipd/project_profiles/va_dulles_corridor.aspx

[10] Fisher, B and Leite, F. (2018) "The Cost of New York City's Hudson Yards Redevelopment Project." Schwartz Center for Economic Policy Analysis and Department of Economics, The New School for Social Research, Working Paper Series 2018-2.

[11] VTA's BART Phase II Transit-Oriented Communities Strategy Study, Funding and Implementation Strategy. 2019. Accessible at https://www.vta.org/sites/default/files/2019-12/C%20-%20Funding%20and%20Implementation%20Strategy%20Report.pdf

Working Draft

FACTOR	DEFINITION	CONSIDERATIONS	EXAMPLE
	value capture mechanisms described in this paper are within legal constraints; some are politically more difficult to implement than others.	that bring the most revenue potential.	value capture options as part of its decision process for its portfolio of projects (still ongoing).
Early Stakeholder Outreach	Outreach to local and regional public entities and industry developers well prior to decisions regarding transit alignments or value capture mechanisms to be implemented.	▫ Building a supportive coalition and gauging industry interest are key components of refining a value capture strategy.	Communication on Burnham Place, the associated air rights project at Washington D.C.'s Union Station, occurred in parallel with early stakeholder outreach on the station project itself.
Resiliency under Different Scenarios	Revenue projections are robust under various demand, cost, and construction scenarios.	▫ Funding strategy should be able to withstand ebbs and flows in the economy.	Crossrail's community improvement levy is not based on specific property value increases, unlike taxes; therefore, it is more resilient in case of an economic downturn.
Flexibility of Other Program Decisions	Does not impose unnecessary or poor value constraints on the procurement of a program or its design or future management.	▫ Inflexibility of delivery structures can lead to value erosion.	London Underground's privatization was unsuccessful due to the inflexible interpretation of the P3 contract's requirements and the insufficient consideration of costs and resources needed.
Equity	Does not penalize disadvantaged residents and is equitable in the contributions from business, users, communities, etc. Alternatively, captures value to benefit a low income community.	▫ Displacement of residents is a known risk of transit-oriented development (TOD). Some tax measures are regressive.	The Los Angeles County Metropolitan Transportation Authority's (LA Metro) Red Line extension led to demographic changes in Hollywood that displaced minority businesses and some residents[12].

[12] Ray, R. S. 2017. Open for business? Effects of Los Angeles Metro Rail construction on adjacent businesses. Journal of Transport and Land Use, 10(1).

Working Draft

FACTOR	DEFINITION	CONSIDERATIONS	EXAMPLE
Proven Approach	Proven approach that markets and legislators can understand, price, and manage.	▫ Developers and bond investors could be wary of innovative structures and untested policies, especially for such a large program as Link21.	Hong Kong's Mass Transit Railway (MTR) approach is consistent and repeatable, which encourages additional projects.

Working Draft

A gap analysis was conducted to assess the degree of disconnect between (a) BART and Capitol Corridor Joint Powers Authority's (CCJPA)'s current statutory authority[13] and policies and (b) their ability to achieve the desired outcomes and success factors identified in Table 2. The purpose of conducting a gap analysis for each potential value capture mechanism is to identify actions required by BART and CCJPA to implement value capture mechanisms for Link21. Many of these actions involve coordination with local jurisdictions to enable the use of specific mechanisms.

Table 3: Summary of Value Capture Gap Analysis Results

VALUE CAPTURE MECHANISM	GAP ANALYSIS RESULT	RECOMMENDED ACTION
Under Consideration for Capital Costs		
Property-based Financing and Infrastructure Financing Districts	▫ High-revenue potential; requires policy commitment and local support ▫ Limited by Proposition 218	▫ Conduct stakeholder education and outreach ▫ Conduct real estate and related studies
Property Taxation	▫ BART already uses property taxes; a new tax requires a ballot measure	▫ Conduct tax revenue study ▫ Coordinate with broader regional ballot strategy
Air Rights	▫ Revenue potential is highest in an urban setting, currently BART is not charging air rights	▫ Develop an Air Rights Policy ▫ Estimate potential at new stations
Under Consideration for O&M Costs		
Impact Fees	▫ Complex to set up with nexus study; not currently used	▫ Determine potential applicability to Link21
Negotiated Exactions	▫ Requires direct negotiations with developers; not currently used	▫ Determine potential applicability to Link21
Naming Rights	▫ Currently discouraged by BART Station Renaming Guiding Policy and the BART Board due to issues	▫ Gauge advertising vendor and/or developer interest

[13] The full text of the BART Act can be accessed at https://leginfo.legislature.ca.gov/faces/codes_displayexpandedbranch.xhtml?tocCode=PUC&division=10.&title=&part=2.&chapter=9.&article=&goUp=Y

Working Draft

VALUE CAPTURE MECHANISM	GAP ANALYSIS RESULT	RECOMMENDED ACTION
	with First Amendment/inability to reject or disassociate with undesirable potential advertisers.	▫ Re-evaluate policy for Link21 as needed

Revenues generated from value capture mechanisms, in particular TIF, can contribute to funding and financing a portion of a project's capital costs. However, as shown below in **Table 4**, this capacity is typically less than 20%.

Table 4. Tax Assessment District and Other TIF Mechanisms' Contribution to Transit Capital Costs

PROJECT	CAPITAL COST ($M)	TIF TYPE	TIF FUNDING CONTRIBUTION ($M)	TIF FUNDING CONTRIBUTION
Salesforce Transit Center, San Francisco	$2,259	CFD + TIF	$357.5 CFD[14] $171.0 TIF TIFIA[1] loan	15.8% 7.6% *Total:* 23.4%
Red Line Extension, Los Angeles	$3,500	SAD	$300	9%
Dulles Metrorail Extension/Silver Line, Northern Virginia	$5,684	Transportation Improvement District (TID)	$915	16.1%
Chicago Transit Authority (CTA) Red and Purple Modernization, Chicago	$2,100	TIF	$625	29.8%

[1] *Transportation Infrastructure Finance and Innovation Act*

5. ANCILLARY REVENUE GENERATION

Creating the potential for and securing non-transportation related commercial value to contribute to long term O&M costs is another key part of an active financial stewardship strategy. Employing these strategies requires a balancing of agency priorities and an understanding of how changes could affect existing operations. Stations and assets

[14] Office of the Comptroller City and County of San Francisco (2018), Resolution Authorizing the Issuance of Special Tax Bonds – Community Facilities District No. 2014-1 (Transbay Transit Center) […], accessible at https://onesanfrancisco.org/sites/default/files/2019-04/Agenda%20Item%205%20-%20Transbay%20CFD%20Memo.pdf

Working Draft

can generate value and revenue from commercial opportunities, including from concessions (food, shopping malls, hotels, etc.), advertising, parking and utilities (fiber networks, cellphone towers, etc.). Table 4 details the potential of several revenue sources based on their utilization by BART's peer agencies in the U.S. and globally.

Table 5: Potential Ancillary Revenue Generation Sources for Link21

Mechanism	Description	Use of Funds	Estimated Revenue Potential
Joint Development	Land development that occurs in a partnership between a public agency and private developer, possibly including other entities such as a local government	O&M Costs Some Capital Improvements	BART's current TOD work plan expects to generate an incremental $1.9M in annual ground lease revenue on 3,400 housing units and 1.8 million square feet of commercial space
Parking Revenues	Increase parking fees, including monthly passes	O&M Costs	$30-50M/year
Advertising	Link21 could create the opportunity to amend advertising contracts to expand inventory and use more digital advertising or negotiate additional advertising contracts for new methods of advertising	O&M Costs	Up to an additional $10M/year, depending on number of new high-ridership stations, investment in digital buildouts, and adding new forms of advertising, and significantly increasing ridership. Current revenue is $10M/year
Concessions	Revenue from leasing retail space at station. Can be tied to equity goals, for example by providing favorable leasing terms for local small businesses	O&M Costs	TBD – major source of non-fare revenue internationally (Japan, U.K.)

Stations will be the most visible feature of Link21, and the main opportunity to create and secure additional revenue. Among other things, this will require stations to be designed in a way that allows for additional revenue generation opportunities. Although there are significant differences between Japan and California in terms of ridership and regulatory environment, Japan's six passenger railway companies offer examples of this strategy with most stations connected to large shopping malls. Factoring in constraints

associated with local land use controls and federal funding sources will be important to understanding the degree to which this opportunity can be utilized.

Capturing ancillary revenue could provide community benefits and also involve stations serving as community centers and non-profit hubs, offering shared space for a variety of organizations that provide community benefits but generating less revenue for transit operations. There are many opportunities to harness creativity from the community and the private sector. Further into the process, once potential stations are located, BART could reach out to developers to seek feedback on their interest in partnering with BART, proposed station design standards and potential revenue generation ideas. In addition, community outreach will result in feedback on what residents and riders want to see at the new stations.

6. NEXT STEPS

Next steps in advancing the value capture strategy include a comprehensive policy review to enable BART and CCJPA to use as many value capture tools as possible, with full understanding of the implications of those decisions. Existing policies, such as TOD and parking, will likely need to be amended for Link21, which will also unlock opportunities for BART as a whole. Future contracts to generate advertising revenues can be amended or written to incorporate potential revenue from additional advertising inventory and Link21-branded corridors.

New policies and possibly legislation will also need to be drafted and approved to enable BART to access certain mechanisms, such as tax increment financing. Prioritizing which policies to amend or establish first can be based on revenue potential but also how each mechanism fits the broader Link21 goals, including equity.

Planning for value capture will also influence design criteria, e.g., incorporating the potential for air rights and concessions into standard station design features (at least for urban stations) and providing power and designing surfaces on which advertising can be installed in highest-traffic areas of all new stations.

Detailed studies (using a business case approach) to determine specific value capture and revenue generation potential and coalition building with local partners and communities are also recommended to ensure supportive land use policies that encourage TOD, density and enable value capture. While policies and studies are being developed, the outreach to potential investors can begin, which can inform the policy conversation by identifying perceived barriers for developers.

Working Draft

Figure 2: Value Capture Timeline

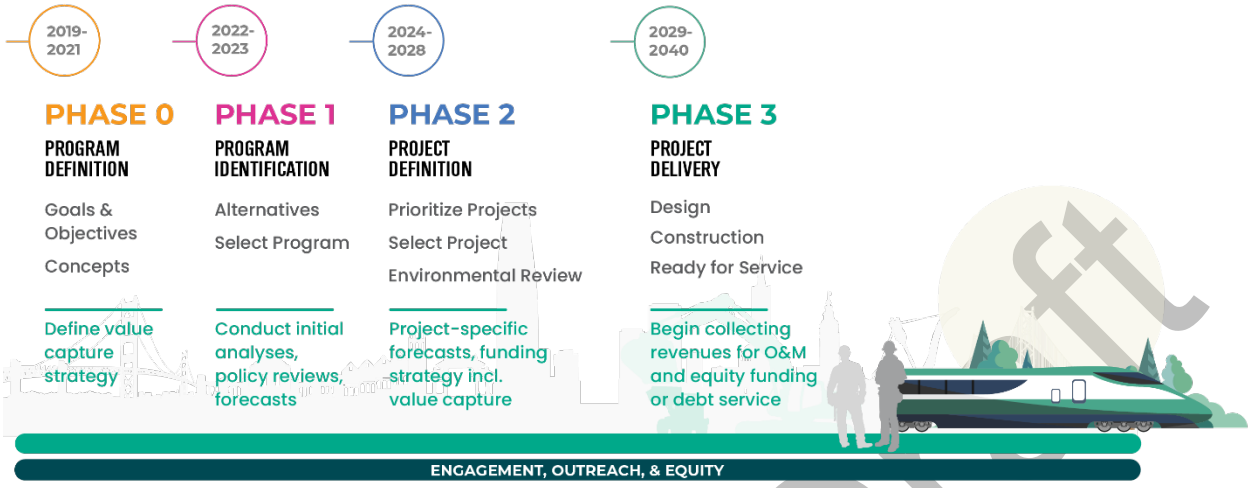


Figure 2 presents the overall timeline for the development of a value capture strategy for Link21. Near-terms actions to be undertaken include:

- Policy/legislative
  - Identify opportunities for legislative changes
  - Undertake a comprehensive review of existing BART policies (e.g., station naming, TOD) and standards (e.g., Station Environment Design Guidelines) to determine whether changes would be required to support value capture
  - Review zoning and land use regulations in the Megaregion to determine potential impacts on value capture
- Funding
  - Assess federal funding and financing opportunities to build out stations, including any limitations
- Forecasting/analysis
  - Work with Transportation Demand and Land Use (TDLU) consultant to advance the value capture strategy and identify specific opportunities
  - Include value capture in business case
- Position for Federal Support
  - Build on early engagement with the USDOT Build America Bureau to optimize revenue strategies in seeking federal financing

Working Draft

REFERENCES

APTA. 2020. Economic Impact of Public Transportation Investment.

Federal Highway Administration. Center for Innovative Finance Support. Project Profile: Dulles Corridor Metrorail Project. Accessible at https://www.fhwa.dot.gov/ipd/project_profiles/va_dulles_corridor.aspx

Fisher, B and Leite, F. 2018. "The Cost of New York City's Hudson Yards Redevelopment Project." Schwartz Center for Economic Policy Analysis and Department of Economics, The New School for Social Research, Working Paper Series 2018-2.

National Academies of Sciences, Engineering, and Medicine. 2016. Transit Cooperative Research Program (TCRP) Research Report 190: Guide to Value Capture Financing for Public Transportation Projects. Washington, D.C.: The National Academies Press.

Ray, R. S. 2017. Open for business? Effects of Los Angeles Metro Rail construction on adjacent businesses. Journal of Transport and Land Use, 10(1).

VTA. 2019. BART Phase II Transit-Oriented Communities Strategy Study: Funding and Implementation Strategy. Accessible at https://www.vta.org/sites/default/files/2019-12/C%20-%20Funding%20and%20Implementation%20Strategy%20Report.pdf

Working Draft

Item VI.10

Date: November 12, 2021

From: Robert Padgette, Managing Director

To: CCJPA Board of Directors

Subject: Managing Director's Report – October 2021

The CCJPA Board will be provided with an update on year-to-date service performance, customer service, and other project and program updates.

Item VI.11

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

MEMORANDUM

TO: Capitol Corridor Joint Powers Authority Board **DATE:** November 12, 2021

FROM: Robert Padgette
Managing Director, CCJPA

SUBJECT: CCJPA Project and Program Updates

PURPOSE
To provide a report on work completed and work in progress up to the November 17, 2021 CCJPA Board meeting.

BACKGROUND
The following is a report on recently completed work and on work efforts currently underway:

a. Renewable Diesel: The Renewable Diesel (RD) project has completed an important milestone of testing. As of October 2021, the locomotive engine run time test with 100% RD fuel has been completed. The project is entering the last phase where components like injectors, a cylinder head with valves, and six catalyst bricks from the engine exhaust re-burn units are being evaluated for mechanical degradation during the testing phase of the RD and compare the data versus similar parameters on conventional petrol diesel. The intent of the next phase is to determine whether RD has any effects on the component's life cycle. Additionally, data was collected on the engine performance during the entire testing period and will be utilized to compare it versus the control data from conventional petrol diesel. The results of these tests and analysis are expected to be completed by March 2022.

b. Connecting Bus Service for Martinez: On August 16, 2021, there was a schedule change for the connecting bus service for Martinez station (route 7). One highlight from this change was the additional stop at Humboldt State University (HSU), which now has two daily departure and arrival times. The new stop is at College Creek Soccer Field, located at L K Wood Boulevard, Arcata, CA 95521.

c. South Bay Connect – Since concluding the initial Scoping Period for Environmental Impact Report (EIR) in August 2020, the project team is working on the technical analyses of environmental impacts for the draft EIR, while continuing public outreach and engagement activities such as presentations and meetings with various local city

councils and community groups. CCJPA will continue to engage in various public (online) meetings with entities seeking to learn about the project and already several are scheduled through the end of 2021. Development of the draft EIR will continue into late 2021, and CCJPA continues to work with UPRR on modeling the shift of service to Coast Subdivision and understanding the need for infrastructure improvements necessary to maintain efficient passenger and freight railroad operations as a result of the project.

d. Sacramento – Roseville Third Track Project – The Union Pacific Railroad (UPRR) has provided an extensive review and accepted the revised 25% design submittal. Together with the UPRR, the CCJPA and our engineering team has completed a field constructability review of the project. CCJPA is also preparing a FRA CRISI funding application (due November 29, 2021). Other funding plans are coming together as well, including an identification of $30M in ITIP funds from the State in their draft ITIP plan. When complete, this project will allow the Capitol Corridor to operate two additional round trips between Sacramento and Roseville. The future Phase II of this project will permit the Capitol Corridor to operate a total of 10 round trips in this segment.

e. California Passenger Display System (CalPIDS) – CCJPA is near the closing phases of software development and is readying for the hardware order. The PIDS hardware order will include Station Controllers, UPS, and minor hardware for each station is needed to interface with the new software. When software is completed, all the backend systems that rely upon train location details can be launched. Cabinets have been ordered and received. Station design drawings are in development and are approved to move past the 60% level. As those are prepared, the respective station entities that oversee installation are getting design plans to review. In parallel, CCJPA will be leading a public works procurement for the cabinet installations once all stations have reached 100% design level. Subsequently, AT&T will drop their communications system to utilize each cabinet, and functionality of the updated PIDS system (using the older signs and audio components for now) will be tested, commissioned and turned over for full at-station service.

f. Davis Crossover and Signal Replacement – The design team has continued working with the Union Pacific Railroad (UPRR) to refine the track design for this project and has submitted the 30% design for review and approval. The design team has similarly been developing design plans to modify the adjacent 2nd Street. The revised profile of 2nd Street will allow construction of the railroad track improvements without the need for a retaining wall between the street and the railroad. The City of Davis is prepared to construct this work upon completion of the plans. Following completion of the track design, the UPRR will complete the signal design and construct the project. When complete, this project will provide a gateway to the future replacement of the Davis boarding platforms with a safer, ADA-compliant arrangement utilizing a center island platform with grade-separated pedestrian access. Managed by Amtrak, the boarding platform project has kicked off with a design team selected by Amtrak. Capitol Corridor staff will work to help coordinate the interests of the stakeholders to help ensure a successful project.

g. 30% Discount and Flexible Fares - From September 22, 2021 through the end of the year, CCJPA staff launched a new 30% off fare promotion to encourage ridership and celebrate the Capitol Corridor's 30th anniversary. With its generous price break and no advance purchase requirement or black-out dates, the 30% off deal is designed to encourage new and lapsed riders to give the train a try or get back on board. The discount applies to single-and round-trip fares that are purchased from September 22 through March of 2022 and available online only at https://www.capitolcorridor.org/save30/ or using an offer code in the Amtrak app.

h. Marketing and Communications Activities –
   - Completed Activities:
     i. See attached marketing activities report which details work completed during the period of September - October 2021
   - Advertising, Promotions, and Offers:
     i. 30th Anniversary – staff will launch a campaign to increase social engagement, thank riders for their loyalty, and bring attention to Capitol Corridor service and this milestone. Elements include a special historical section on our website and a promotional drawing.
     ii. Statewide Marketing Ridership Recovery – CCJPA is coordinating with the other two JPAs and with Caltrans to develop a statewide marketing plan aimed to promote ridership recovery on all three routes. The in-progress Market Segmentation Study results will inform and guide the JPAs' respective marketing campaigns going forward.
   - Communications:
     i. Annual Business Plan: planning for virtual workshops
     ii. Annual Performance Report: publish digital FY21 Performance Report and distribute through online channels
     iii. At Station and On Board Schedule/Info Decals: Will begin placing decals with QR codes at key touchpoint areas in stations and on board trains to enhance access to schedules, café car menu, and other rider information.

   - Public Relations, Events, Outreach, and Customer Experience:
     i. Planning for possible On Board Surveys in late January/early February

RECOMMENDATION
For information only.

Marketing & Public Relations

Student 6-Ride Ticket

With our college students back on college campuses and thinking about their return trip for the holidays, we wanted to remind them that the train is a great way to travel. Our student, 6-ride ticket offers 25% off regular adult fares and is valid for up to a year of travel. This offering is a part of our Stride On Board program that is exclusive to our student travelers. *For more info: www.StrideOnBoard.com*

49ers Special Train Service

On Sunday, October 24, the San Francisco 49ers faced off against the Indianapolis Colts at Levi's® Stadium. Riders had an option of two trains getting to the game, and train 748 operated on a special schedule to allow passengers to use the train for their trip back home.

California Clean Air Day

California Clean Air Day was on October 6th, marking its 4th year. The Capitol Corridor joined a long list of transit providers and other organizations in the state to encourage people to take the Clean Air Pledge. The pledge could include any activity that helps keep the air we breathe clean – whether it be riding the train, planting trees, or walking to the local farmers' market.

South Bay Connect

The South Bay Connect project and its impact to our service was highlighted to our followers via social media. Given the current train congestion in that area of our route, the South Bay Connect project aims to separate freight and passenger train, improve rail operations, efficiency, and reliability.

Communications: Social Media, CC Rail Mail and Service Alerts

Followers as of 10/24/21

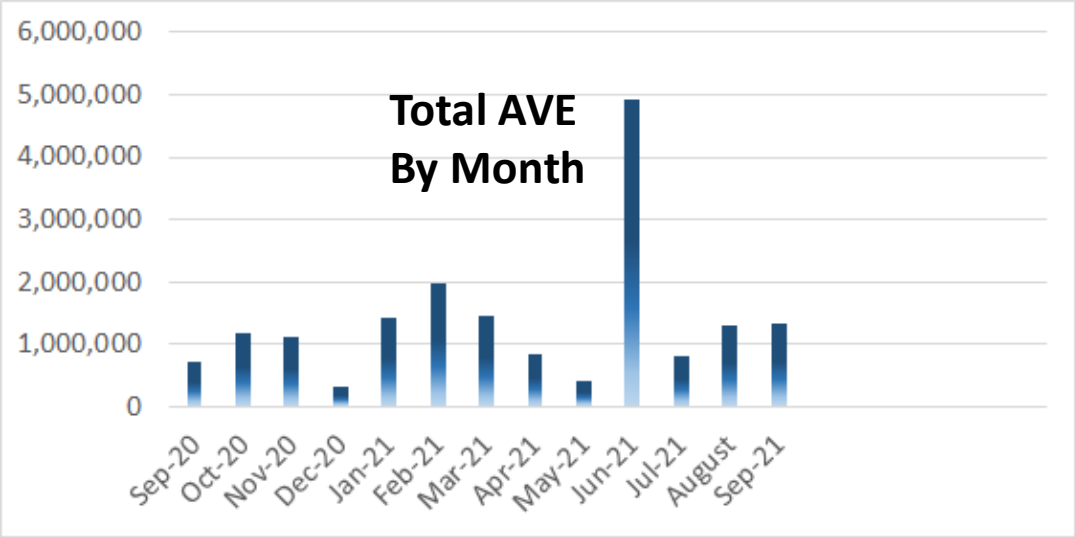
16,706
+6

6,509
+ 27

3,468
- 14

September 2021	Net New Subscribers	Total Subscribers	Engagement Rate
CC Rail Mail	18	6,155	42%
Weekday Service Alerts	44	5,402	34%
Weekend Service Alerts	62	1,810	29%

Earned Media Reporting – September 2021



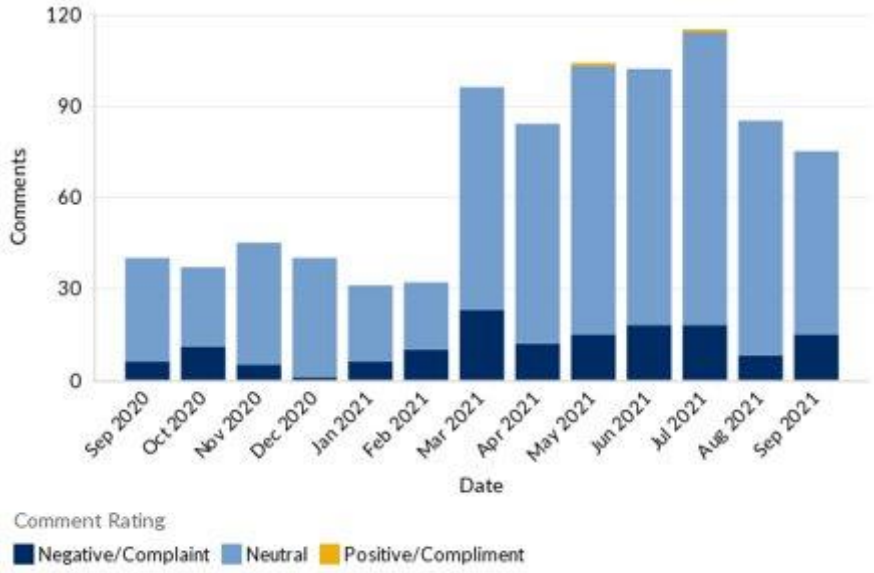
Number of News Stories: 218
Number of Broadcast Stories: 24
Advertising Value Equivalency (AVE): $1,329,290

Website - Jul 21 to Sep 21

	CapitolCorridor.org Visits	Percentage of Visits Via Mobile	Referrals to Amtrak.com from Capitol Corridor.org	Bookings on Amtrak.com initiated from CapitolCorridor.org
Sep	61,805	63.1%	9,515	2,643
Aug	77,599	66.8%	11,341	2,518
July	81,571	66.1%	11,481	2,322

Customer Experience

Customer Comments



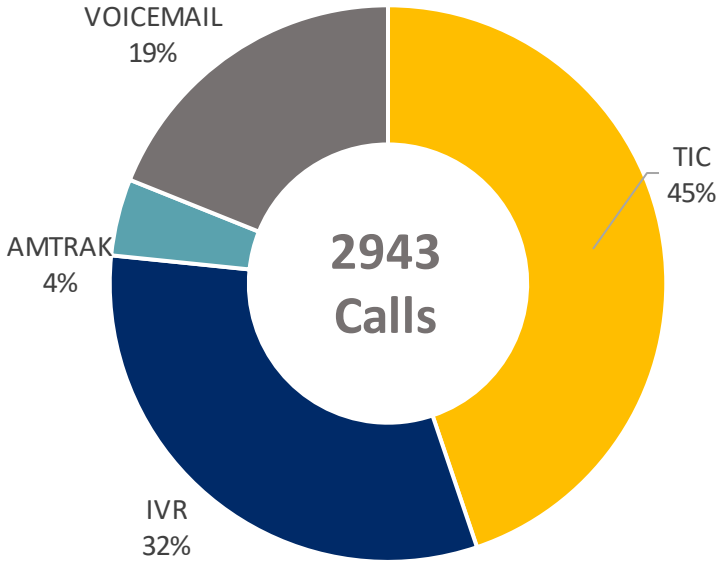
Company Store

FY21 Total Sales	$2,636.91
FY21 Avg Sales/Month	$219.74

FY22	**Sales**
July	$195.82
August	$71.66
September	$83.81
Total	**$351.29**

IVR– September 2021

Call Distribution



Initial Call Flow	Calls
Live Agent	942
Articles Query (Rider Policies)#	766
Schedules	451
Voicemail	246
Something Else+	206
Train Status	53
Trip-Planning	127
Stop Information	57
Refunds	55
Travel Advisories	33
Service Alerts	4
Group Travel	3
Total	**2943**

#Answer is a pre-written response.
+Callers can ask questions and IVR will use keywords to resolve.

FY22 Marketing and Communications Overview

July
- ✓ El Dorado Transit – Route 20
- ✓ Café Car Snack Box
- ✓ Senior Half Off Mid-Week Promo
- ✓ Take 5 for $5 Weekend Promo
- ✓ CC Rewards 50% off Weekends Promo
- ✓ On Board Survey
- ✓ Fare Analysis survey
- ✓ Link21 Public Workshops
- ✓ Richmond Transit Center Grand Opening event

August
- ✓ STA film project at OMF
- ✓ Schedule change for Route 7 with a new stop at Humboldt University
- ✓ PCTPA FY22 Joint Marketing Planning
- ✓ Outreach for ADA station accessibility construction (OAC and MTZ)
- ✓ On board survey overview
- ✓ National Black Business Month
- ✓ Return to office passenger survey
- ✓ Bipartisan Infrastructure
- ✓ Football Season service coordination

September
- ✓ Rail Safety Month
- ✓ 30th Anniversary promotional offer
- ✓ Station signage refresh
- ✓ Hispanic Heritage Month (start 9/15)
- ✓ Flexible Fares
- ✓ 49ers Adjusted Train

October
- ✓ FY21 Annual report start
- ✓ Hispanic Heritage Month (end 10/15)
- ✓ Clean Air Day
- ✓ Route 17 Schedule Change
- ✓ 49ers Adjusted Train (Oct. 24)
- ✓ South Bay Connect video shoot

November
- Thanksgiving service communications
- Link21 outreach and onboard surveys
- Holiday destinations collab with JPAs
- 49ers Monday Night Football Special Train (Nov. 15)

December
- Holiday greeting
- Holiday travel communications
- 30th Anniversary Celebration

January
- New Year's Message to Riders
- Annual Performance Report
- Oakland A's planning

February
- Valentine's Day UGC

March
- New Train Schedule (tent.)

April
- FY23 Budget Planning

May
- National Train Day
- FY23 Planning

June
- Contract vendor planning for FY23
- Onboard Survey of Riders