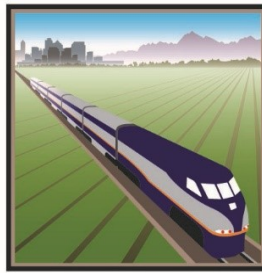


Supervisor **Vito Chiesa**, Chair, Stanislaus County  
 Councilmember **Patrick Hume**, Vice-Chair, City of Elk Grove  
 Supervisor **Scott Haggerty**, Alameda County  
 Councilmember **Kevin Romick**, City of Oakley  
 Supervisor **Rodrigo Espinoza**, Merced County

Supervisor **Doug Verboon**, Kings County  
 Supervisor **Brett Frazier**, Madera County  
 Supervisor **Sal Quintero**, Fresno County  
 Supervisor **Amy Shuklian**, Tulare County



**San Joaquin**  
 Joint Powers Authority

Alternate **Richard O'Brien**, City of Riverbank  
 Alternate **Don Nottoli**, Sacramento County

Alternate **David Hudson**, City of San Ramon  
 Alternate **Daron McDaniel**, Merced County  
 Alternate **Bob Elliott**, San Joaquin County  
 Alternate **Martin Devine**, City of Hanford  
 Alternate **Andrew Medellin**, City of Madera  
 Alternate **Rey Leon**, City of Huron  
 Alternate **Bob Link**, City of Visalia

## CONFERENCE CALL AGENDA

March 27th, 2020 – 1:00 PM

Call-In Information: [1 \(646\) 749-3122](tel:16467493122) Conference Access Code: 386-963-317

GoToMeeting Link: <https://www.gotomeet.me/acerail/march-27-2020-sjpa-board-meeting>

### SPECIAL NOTICE Coronavirus COVID-19

In accordance with the Governor's Executive Order N-29-20, San Joaquin Joint Powers Authority Board Members will be attending this meeting via teleconference. Members of the public may observe the meeting by dialing 1 (646) 749-3122 with access code: 386-963-317 or log-in using a computer, tablet or smartphone at GoToMeeting.com using link: <https://www.gotomeet.me/acerail/march-27-2020-sjpa-board-meeting>.

Please note that all members of the public will be placed on mute until such times allow for public comments to be made. If a person wishes to make a public comment during the meeting, to do so they must either 1) use GoToMeeting and will have the option to notify SJJPA staff by alerting them via the "Chat" function or they can 2) contact SJJPA staff via email at [publiccommentssjpa@sjpa.com](mailto:publiccommentssjpa@sjpa.com) in which staff would read the comment aloud during the public comment period. Public comments will be limited to two (2) minutes per comment.

*This Agenda shall be made available upon request in alternative formats to persons with a disability, as required by the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact San Joaquin Regional Rail Commission staff, at 209-944-6220, during regular business hours, at least twenty-four hours prior to the time of the meeting.*

*All proceedings before the Authority are conducted in English. Any writings or documents provided to a majority of the Authority regarding any item on this agenda will be made available for public inspection at the offices of the San Joaquin Regional Rail Commission located at 949 E. Channel Street, Stockton, California, 95202 during normal business hours or by calling (209) 944-6220. The Agenda and meeting materials are also available on the San Joaquin Joint Powers Authority Website: <http://www.sjpa.com/Home>*

- 1 **Call to Order, Pledge of Allegiance, Roll Call, Oath of Office, Moment of Silence for Bob Johnson**
- 2 **Consent Calendar**
  - 2.1 Approve Minutes from January 24, 2020 Board Meeting
  - 2.2 Next Board Meeting Location
  - 2.3 SJJPA Operating Expense Report
  - 2.4 San Joaquin Operations Update
  - 2.5 Administrative Items

Chair Chiesa  
 Chair Chiesa  
 Chair Chiesa

**ACTION**  
**INFORMATION**  
**INFORMATION**  
**INFORMATION**  
**INFORMATION**

#### MEMBER AGENCIES

Alameda County - Contra Costa County Transportation Authority - Fresno Council of Governments - Kings County Association of Governments - Madera County Transportation Commission  
 Merced County Association of Governments - Sacramento Regional Transit - San Joaquin Regional Rail Commission - Stanislaus Council of Governments - Tulare County Association of Governments

3 **Public Comments**

Chair Chiesa

Persons wishing to address the Authority on any item of interest to the public regarding SJJPA and the San Joaquin Rail Service shall state their names and addresses and make their presentation. Please limit presentations to three minutes. The Authority cannot take action on matters not on the agenda unless the action is authorized by Section 54954.2 of the Government Code.

- |   |  |                  |                    |
|---|--|------------------|--------------------|
| 4 | <b>Approve a Resolution of the Governing Board of the San Joaquin Joint Powers Authority Ratifying the San Joaquins Emergency Temporary Service Reduction Plan due to the Coronavirus (COVID-19), and Authorizing and Directing the Executive Director to Execute Any and All Necessary Documents</b>  | Stacey Mortensen | <b>ACTION</b>      |
| 5 | <b>Approve a Resolution of the Governing Board of the San Joaquin Joint Powers Authority Authorizing the Chair to Execute the FY 2020 San Joaquin Intercity Passenger Rail Service Operating Agreement with Amtrak</b>   | Stacey Mortensen | <b>ACTION</b>      |
| 6 | <b>Review of Public Comments for the Draft 2020 San Joaquin Joint Powers Authority Business Plan Update</b>  | Paul Herman      | <b>INFORMATION</b> |
| 7 | <b>Approve a Resolution of the Governing Board of the San Joaquin Joint Powers Authority Approving the Draft 2020 San Joaquin Joint Powers Authority Business Plan Update and Authorizing and Directing the Executive Director to Execute Any and All Documents Associated with the Master Fund Transfer Agreement Supplements for Operations, Administration, and Marketing Budgets for Fiscal Year 2020/2021</b> | Paul Herman      | <b>ACTION</b>      |
| 8 | <b>Approve a Resolution of the Governing Board of the San Joaquin Joint Powers Authority to Allow Passengers to Purchase Bus-Only Tickets for the Bakersfield – Tehachapi Bus Stop Pair</b>  | Dan Leavitt      | <b>ACTION</b>      |
| 9 | <b>Approve a Resolution of the Governing Board of the San Joaquin Joint Powers Authority to Allow Passengers to Purchase Bus-Only Tickets on Route 1c (Bakersfield-West Los Angeles-Torrance), Route 19 (Bakersfield-Palm Springs-Indio-Hemet), and Route 40 (Merced-Los Banos-San Jose), Excluding the Bus Stop Pairs Listed in Table 5</b>   | Dan Leavitt      | <b>ACTION</b>      |

10	<b>Approve a Resolution of the Governing Board of the San Joaquin Joint Powers Authority Authorizing the Executive Director or Director of Capital Projects to Execute Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements, and/or Intercity Rail Passenger Facility Contracts for State Funded Transportation Projects</b>	Jordan Peterson	<b>ACTION</b>
11	<b>Update on Antioch Station</b>	Sarah Rasheed	<b>INFORMATION</b>
12	<b>Executive Director's Report</b>	Stacey Mortensen	<b>INFORMATION</b>
13	<b>Board Member Comments</b>	Chair Chiesa	
14	<b>Adjournment</b>		

**SAN JOAQUIN JOINT POWERS AUTHORITY**

March 27, 2020

STAFF REPORT

**Item 2.1**

**ACTION**

**Minutes of January 24, 2020**

The regular meeting of the San Joaquin Joint Powers Authority (SJJPA) was held at 10:00 AM, January 24, 2020 at the San Joaquin Council of Governments Board Room, 555 East Weber Avenue, Stockton CA, 95202.

**1. Call to Order, Pledge of Allegiance, Roll Call**

Vito Chiesa, Chair of the San Joaquin Joint Powers Authority (SJJPA), called the meeting to order at 10:00 AM. The Pledge of Allegiance was led by Member Doug Verboon.

Board Members Present: Chair Chiesa, Vice-Chair Hume, Romick, Verboon, Medellin, Quintero and Shuklian.

**2. Consent Calendar**

- |     |   |                    |
|-----|---|--------------------|
| 2.1 | Approve Minutes from November 22, 2019 Board Meeting        | <b>ACTION</b>      |
| 2.2 | Next Board Meeting Location                                 | <b>INFORMATION</b> |
| 2.3 | SJJPA Operating Expense Report                              | <b>INFORMATION</b> |
| 2.4 | San Joaquins Operations Update                              | <b>INFORMATION</b> |
| 2.5 | Administrative Items  | <b>INFORMATION</b> |
| 2.6 | Accept Independent Auditors' Report for Fiscal Year 2018/19 | <b>ACTION</b>      |

There was no Board discussion on this item.

M/S/C (Verboon/Hume) to approve Items 2.1-2.6. Passed and Adopted by the San Joaquin Joint Powers Authority on January 24, 2020, by the following vote to wit:

- |          |   |   |
|----------|---|---|
| Ayes:    | 7 | Chair Chiesa, Vice-Chair Hume, Romick, Verboon, Medellin, Quintero and Shuklian |
| Noes:    | 0 |   |
| Abstain: | 0 |   |
| Absent:  | 3 | Vice-Chair Haggerty, Espinoza, Johnson  |

**3. Public Comments**

Mike Barnbaum of Sacramento invited SJJPA Board members and staff to participate in the Oakland Athletics Fan Fest event on January 25<sup>th</sup>, 2020 by riding the San Joaquins trains to the Oakland Jack London Station and encouraged staff to coordinate

connectivity to a Battle-of-the-Bay baseball game in June 2020. Chair Chiesa thanked Mr. Barnbaum for his comments.

#### **4. Presentation by DB E&C on San Joaquins On-Time-Performance Schedule Performance Monitoring**

Clayton Johanson did a presentation on this item. The content of Mr. Johanson presentation is summarized in the Board Briefing Materials, and in the PowerPoint slides for this agenda item (available on the SJJPA website).

Chair Chiesa asked if the train delayed minutes reported is over the allocated dwell times. Mr. Johanson replied that the delayed minutes is well over the dwell times allocated. Chair Chiesa suggested that railroad dispatchers get a daily delay data report rather than a weekly report. Mr. Johanson further explained the continued efforts to educate dispatchers on the operational opportunities to recover delayed times and efforts to provide real-time feedback to dispatchers on a daily basis. Chair Chiesa thanked Mr. Johanson for his presentation.

#### **5. Approve a Resolution of the Governing Board of the San Joaquin Joint Powers Authority to Allow Passengers to Purchase Bus-Only Tickets on Route 10 (Bakersfield-Oxnard-Santa Barbara) and Route 12 (Bakersfield-Lancaster-Victorville)**

**ACTION**

Paul Herman did a presentation on this item. The content of Mr. Herman's presentation is summarized in the Board Briefing Materials, and in the PowerPoint slides for this agenda item (available on the SJJPA website).

Chair Chiesa asked if staff has coordinated transit connectivity at the thruway bus stops. Mr. Herman explained the continued efforts to improve first and last mile connectivity with local transit agencies.

Member Medellin asked how route 10 and route 12 were selected for the initial implementation phase of SB 742. Mr. Herman explained the selection process that took into consideration the amount of private bus competition and current seat capacity available for each route. Member Medellin asked if reporting will be completed to capture progress of SB 742 route implementation. Mr. Herman explained the working relationship with Amtrak to develop data reports to specifically record bus-only ticket sales and revenue.

Steve Roberts of RailPac encourages SJJPA Board Members to approve this item and work with private bus carriers to develop schedules for jointly served bus stops.

Mike Barnbaum encourages SJJPA Board Members to approve this item and suggested future bus station pairs, such as, Stockton to San Francisco and Santa Barbara to Oakland.

M/S/C (Hume/Romick) to approve a Resolution of the Governing Board of the San Joaquin Joint Powers Authority to Allow Passengers to Purchase Bus-Only Tickets on Route 10 (Bakersfield-Oxnard-Santa Barbara) and Route 12 (Bakersfield-Lancaster-Victorville).

Passed and Adopted by the San Joaquin Joint Powers Authority on January 24, 2020 by the following vote to wit:

Ayes:	7	Chair Chiesa, Vice-Chair Hume, Romick, Verboon, Medellin Quintero and Shuklian
Noes:	0	
Abstain:	0	
Absent:	3	Vice-Chair Haggerty, Espinoza, Johnson

**6. Approve a Resolution of the Governing Board of the San Joaquin Joint Powers Authority Authorizing Two (2) Agreements for Marketing Services for Thruway Bus Services and Connected Corridor Schedule to Jeffrey Scott Advertising, Inc. and Pulsar Advertising, Inc. for Amounts Not-To-Exceed \$250,000 each from February 1, 2020- through the Projects Completion, and Authorizing and Directing the Executive Director to Execute the Agreements**

**ACTION**

David Lipari and Autumn Gowan did a presentation on this item. The presentation is summarized in the Board Briefing Materials, and in the PowerPoint slides for this agenda item (available on the SJJPA website).

Member Hume asked if Jeffery Scott Agency is a current marketing consultant. Mr. Lipari replied that Jeffery Scott Agency is a current marketing consultant with the SJJPA.

M/S/C (Verboon/Hume) to approve a Resolution of the Governing Board of San Joaquin Joint Powers Authority Authorizing Two (2) Agreements for Marketing Services for Thruway Bus Services and Connected Corridor Schedule to Jeffrey Scott Advertising, Inc. and Pulsar Advertising, Inc. for Amounts Not-To-Exceed \$250,000 each from February 1, 2020- through the Projects Completion, and Authorizing and Directing the Executive Director to Execute the Agreements.

Passed and Adopted by the San Joaquin Joint Powers Authority on January 24, 2020 by the following vote to wit:

Ayes:	7	Chair Chiesa, Vice-Chair Hume, Romick, Verboon, Medellin, Quintero and Shuklian
Noes:	0	
Abstain:	0	
Absent:	3	Vice-Chair Haggerty, Espinoza, Johnson

**7. Approve a Resolution of the Governing Board of the San Joaquin Joint Powers Authority Authorizing and Directing the Executive Director to Negotiate and Enter into a Sole Source Contract with Jacobs Engineering Group Inc. to Complete the Final Engineering Required for the San Joaquins Siemen’s Fleet Mini-High Platform Boarding Access, Amount Not-To-Exceed \$500,000** **ACTION**

Kevin Sheridan did a presentation on this item. The content of Mr. Sheridan’s presentation is summarized in the Board Briefing Materials, and in the PowerPoint slides for this agenda item (available on the website).

Member Verboon asked if Jacobs Engineering Group will complete construction, as well as, the engineering of the mini-high platform design. Mr. Sheridan explained that Jacobs Engineering Group will only conduct the engineering phase. Mr. Sheridan further explained that Amtrak or BNSF will procure a construction contractor to complete the mini-high platforms.

M/S/C (Verboon/Hume) to approve a Resolution of the Governing Board of San Joaquin Joint Powers Authority Authorizing and Directing the Executive Director to Negotiate and Enter into a Sole Source Contract with Jacobs Engineering Group Inc. to Complete the Final Engineering Required for the San Joaquins Siemen’s Fleet Mini-High Platform Boarding Access, Amount Not-To-Exceed \$500,000.

Passed and Adopted by the San Joaquin Joint Powers Authority on January 24, 2020 by the following vote to wit:

Ayes:	7	Chair Chiesa, Vice-Chair Hume, Romick, Verboon, Medellin Quintero and Shuklian
Noes:	0	
Abstain:	0	
Absent:	3	Vice-Chair Haggerty, Espinoza, Johnson

**8. Approve a Resolution of the Governing Board of the San Joaquin Joint Powers Authority Authorizing the Executive Director to Submit and Execute Any and All Grant Applications, Agreements, Certifications and Assurances and Any Other Documents Necessary to Obtain State Rail Assistance (SRA) Funding in the Amount of \$3,000,000 for the Robert J. Cabral Station Expansion Project** **ACTION**

Jordan Peterson did a presentation on this item. The content of Mr. Peterson’s presentation is summarized in the Board Briefing Materials, and in the PowerPoint slides for this agenda item (available on the SJJPA website).

Chair Chiesa asked if there is a security presence at the Robert J. Cabral Station. Mr. Peterson replied that there is security surveillance at the current Robert J. Cabral Station. Mr. Sheridan added that funds will be allocated to the new WP Depot for supplemental security.

Member Verboon asked if the WP Depot building will be used for reconstruction or will the building be demolished. Mr. Sheridan explained the poor structural status of the current WP Depot and suggested the construction of a new WP Depot for better use of funding.

M/S/C (Verboon/Romick) to approve a Resolution of the Governing Board of San Joaquin Joint Powers Authority Authorizing the Executive Director to Submit and Execute Any and All Grant Applications, Agreements, Certifications and Assurances and Any Other Documents Necessary to Obtain State Rail Assistance (SRA) Funding in the Amount of \$3,000,000 for the Robert J. Cabral Station Expansion Project.

Passed and Adopted by the San Joaquin Joint Powers Authority on January 24, 2020 by the following vote to wit:

Ayes:	7	Chair Chiesa, Vice-Chair Hume, Romick, Verboon, Medellin, Quintero and Shuklian
Noes:	0	
Abstain:	0	
Absent:	3	Vice-Chair Haggerty, Espinoza, Johnson

**9. Approve a Resolution of the Governing Board of the San Joaquin Joint Powers Authority Authorizing Interagency Agreements with the Fresno Police Department, Merced Police Department, Stockton Police Department, California Highway Rail Patrol, and Any Other Related Agency to Provide a Supplemental Security Presence and Authorizing and Directing the Executive Director to Execute Any and All Documents and Agreements Required**

**ACTION**

David Lipari did a presentation on this item. The content of Mr. Lipari's presentation is summarized in the Board Briefing Materials, and in the PowerPoint slides for this agenda item (available on the SJJPA website).

Member Romick asked if officers in uniform will be walking through the trains. Mr. Lipari explained that officers will be active on the trains and serve as a visual deterrent to reduce safety complaints and increase safety perception among passengers.

Member Verboon asked if officers will have Station break room access. Mr. Lipari thanked Member Verboon for his feedback and staff will explore ideas to assist officers and coordinate with Amtrak Station Managers.

Chair Chiesa asked if there are train incidents related to safety. Mr. Lipari explained Amtrak Police Department's recent data shows there is train incidents and suggested a safety presentation at a future SJJPA Board meeting. Member Romick suggested a monthly incident report for SJJPA Board Members.

M/S/C (Hume/Verboon) to approve a Resolution of the Governing Board of San Joaquin Joint Powers Authority Authorizing Interagency Agreements with the Fresno Police



Department, Merced Police Department, Stockton Police Department, California Highway Rail Patrol, and Any Other Related Agency to Provide a Supplemental Security Presence and Authorizing and Directing the Executive Director to Execute Any and All Documents and Agreements.

Passed and Adopted by the San Joaquin Joint Powers Authority on January 24, 2020 by the following vote to wit:

Ayes:	7	Chair Chiesa, Vice-Chair Hume, Romick, Verboon, Medellin, Quintero and Shuklian
Noes:	0	
Abstain:	0	
Absent:	3	Vice-Chair Haggerty, Espinoza, Johnson

#### **10. Update on the 2020 SJJPA Business Plan**

Paul Herman did a presentation on this item. The content of Mr. Herman's presentation is summarized in the Board Briefing Materials, and in the PowerPoint slides for this agenda item (available on the SJJPA website).

Mr. Barnbaum suggested staff to incorporate the Oakland Athletics transportation plan into the 2020 SJJPA Business Plan.

There was no Board discussion on this item.

#### **11. Update on the Interregional Transportation Improvement Program (ITIP)**

Paul Herman did a presentation on this item. The content of Mr. Herman's presentation is summarized in the Board Briefing Materials, and in the PowerPoint slides for this agenda item (available on the SJJPA website).

Peter Warner asked how passengers will get from the platform on the station side to the platform on the opposite side. Mr. Herman described and highlighted the at-grade crossings that will enable pedestrian access to both platforms at the Modesto, Turlock and the Merced Station.

There was no Board discussion on this item.

#### **12. Update on the 2020 SJJPA/SJRRC Transit and Intercity Rail Capital Program (TIRCP) Application**

Paul Herman did a presentation on this item. The content of Mr. Herman's presentation is summarized in the Board Briefing Materials, and in the PowerPoint slides for this agenda item (available on the SJJPA website).

Chair Chiesa asked how much funding is the 2020 SJJPA TIRCP application requesting. Mr. Herman explained the \$30 million TIRCP grant application request is for the Hybrid Locomotive Pilot Program study, research and development and locomotive conversion.

Mr. Warner asked how restrooms will be powered without electricity once locomotives are converted into zero or hybrid emissions equipment. Mr. Herman explained that the converted equipment will be suitable to generate power to amenities such as the restrooms.

### **13. Marketing Update: 1. Allensworth Annual Rededication 2. Santa on the Train**

Carmen Setness did a presentation on this item. The content of Ms. Setness's presentation is summarized in the Board Briefing Materials, and in the PowerPoint slides for this agenda item (available on the SJJPA website).

Member Shuklian thanked SJJPA staff for highlighting Colonel Allensworth State Historic Park in Tulare County.

There was no Board discussion on this item.

### **14. Executive Director's Report**

Ms. Mortensen briefed the SJJPA Board Members of California High Speed Rail Authority's future financial analysis of an initial interim operating Merced to Bakersfield segment and explained more detailed reports will be available soon for discussion.

Mrs. Mortensen explained that Congressman Harder has expressed willingness to introduce language in the Federal Transportation Build Fast Act which incorporates the Amtrak Authorization component to achieve a more cost-effective San Joaquins service.

Ms. Mortensen announced that DJ Mitchell from Burlington Northern Santa Fe will make a presentation at the March SJJPA Board Meeting.

### **15. Board Member Comments**

Member Verboon thanked SJJPA staff for offering a San Joaquins discount to-and-from a new business in the City of Corcoran.

### **16. Adjournment**

Chair Chiesa called the meeting to adjournment at 11:32 AM.

**SAN JOAQUIN JOINT POWERS AUTHORITY**

March 27, 2020

**STAFF REPORT**

**Item 2.2**

**INFORMATION**

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**Next Board Meeting Location**

Background:

SJJPA is planning on holding the next Board Meeting on May 29, 2020, in Stockton with the exact location to be determined based on availability. The meeting time will be coordinated with the San Joaquins schedule.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

Advise on the next Board Meeting location.

**SAN JOAQUIN JOINT POWERS AUTHORITY**

March 27, 2020

**STAFF REPORT**

**Item 2.3**

**INFORMATION**

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**SJJPA Operating Expense Report**

Please see the attached SJJPA Operating Expense Report for the following period:

- Fiscal Year Start 2019/20 (July 1, 2019 – January 31, 2020)

Fiscal Impact:

There is no fiscal impact.

Recommendation:

This is an informational item. There is no action requested.

**San Joaquin Joint Powers Authority**  
**Operating Expense Report**  
**January 2020**  
**58% of Budget Year Elapsed**

OPERATING EXPENSES	SJJPA FY 19-20 ALLOCATION	EXPENSE TO DATE	YTD PERCENT EXPENDED
<b>Administrative Expenses</b>			
Salaries/Benefits/Contract Help	2,374,767	974,063	41%
Office Expense	23,333	3,881	17%
Subscriptions/Periodicals/Memberships	5,000	-	0%
Computer Systems	5,000	-	0%
Communications	28,905	6,896	24%
Motor Pool	24,314	10,512	43%
Transportation/Travel	30,000	11,684	39%
Training	7,605	-	0%
Audits Regulatory Reporting	16,500	14,800	90%
Professional Services Legislative	28,500	14,654	51%
Professional Services Legal	75,000	24,911	33%
Professional Services General	279,267	137,417	49%
Professional Services Grants	67,000	-	0%
Publications/Legal Notices	10,000	676	7%
Professional Services Operations	20,000	3,600	18%
Communications, Operations	10,250	6,775	66%
Maintenance of Headquarters Structures/Grounds	82,361	43,996	53%
Insurance	48,000	-	0%
Insurance Management Fees	5,000	2,500	50%
<b>Administrative Expenses Subtotal</b>	<b>3,140,802</b>	<b>1,257,017</b>	<b>40%</b>
<b>Marketing Expense</b>			
Marketing & Outreach	1,960,000	805,005	41%
<b>Marketing Expenses Subtotal</b>	<b>1,960,000</b>	<b>805,005</b>	<b>41%</b>
<b>Amtrak Contract Expense</b>			
San Joaquin Intercity Rail Operations (All Contracts)	65,292,590	32,218,968	49%
<b>Amtrak Contract Expense Subtotal</b>	<b>65,292,590</b>	<b>32,218,968</b>	<b>49%</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>70,393,392</b>	<b>34,280,990</b>	<b>49%</b>

# SAN JOAQUIN JOINT POWERS AUTHORITY

March 27, 2020

## STAFF REPORT

**Item 2.4**

**INFORMATION**

### San Joaquins Operations Update

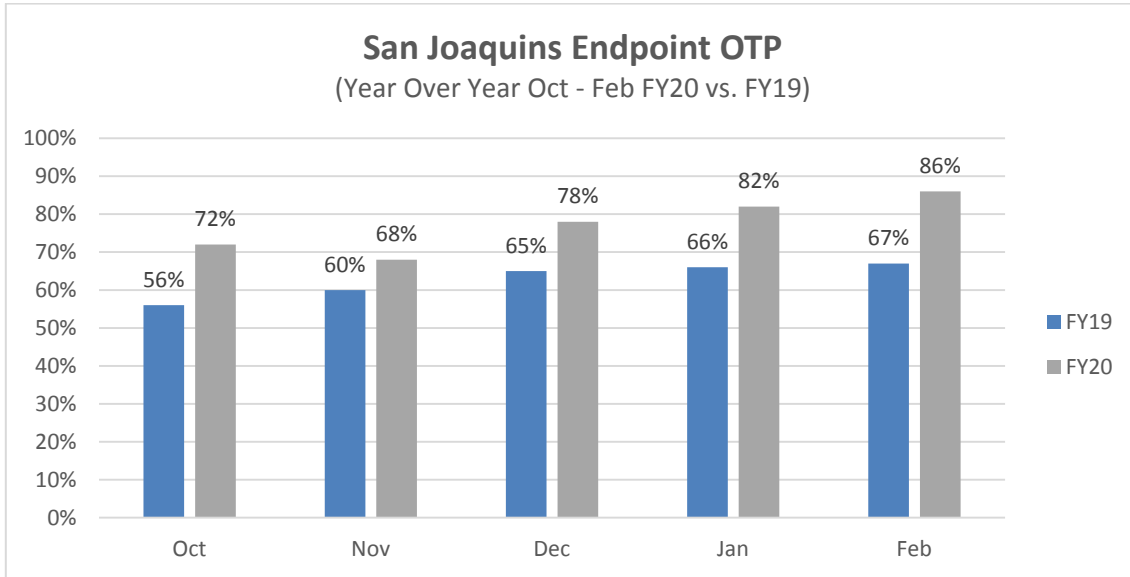
#### San Joaquins Ridership and Revenue

In the first five-months of FY20, the San Joaquin Service carried 423,001 passengers, generating \$13,040,667 in revenue. The San Joaquins ridership and revenue are slightly down from FY19, -0.52% and -0.21% respectively. Performance in both metrics has improved in the last three months (Dec – Feb) due to the schedule stabilizing, on-time performance improving, and the fare normalization program continuing to show positive results. During the last week of February, the San Joaquins began to see ridership reduction affects from the Coronavirus (COVID-19). Those affects have continued through March with the San Joaquins seeing a 50 – 60% reduction in ridership.

<b>San Joaquins Ridership and Revenue</b> (Year Over Year Oct - Feb FY20 vs. FY19)						
<b>Month</b>	<b>Ridership</b>			<b>Ticket Revenue</b>		
	<b>FY20</b>	<b>FY19</b>	<b>% change</b>	<b>FY20</b>	<b>FY19</b>	<b>% change</b>
Oct-19	82,211	84,358	-2.55%	\$2,368,328	\$2,480,787	-4.53%
Nov-19	92,427	99,946	-7.52%	\$2,979,245	\$3,253,885	-8.44%
Dec-19	94,488	91,578	3.18%	\$3,226,628	\$2,949,028	9.40%
Jan-20	78,348	74,907	4.59%	\$2,342,531	\$2,312,775	1.28%
Feb-20	75,527	69,988	7.91%	\$2,123,935	\$2,072,049	2.50%
<b>Total YTD</b>	<b>423,001</b>	<b>420,777</b>	<b>0.52%</b>	<b>\$13,040,667</b>	<b>\$13,068,524</b>	<b>-0.21%</b>

On-Time Performance (OTP):

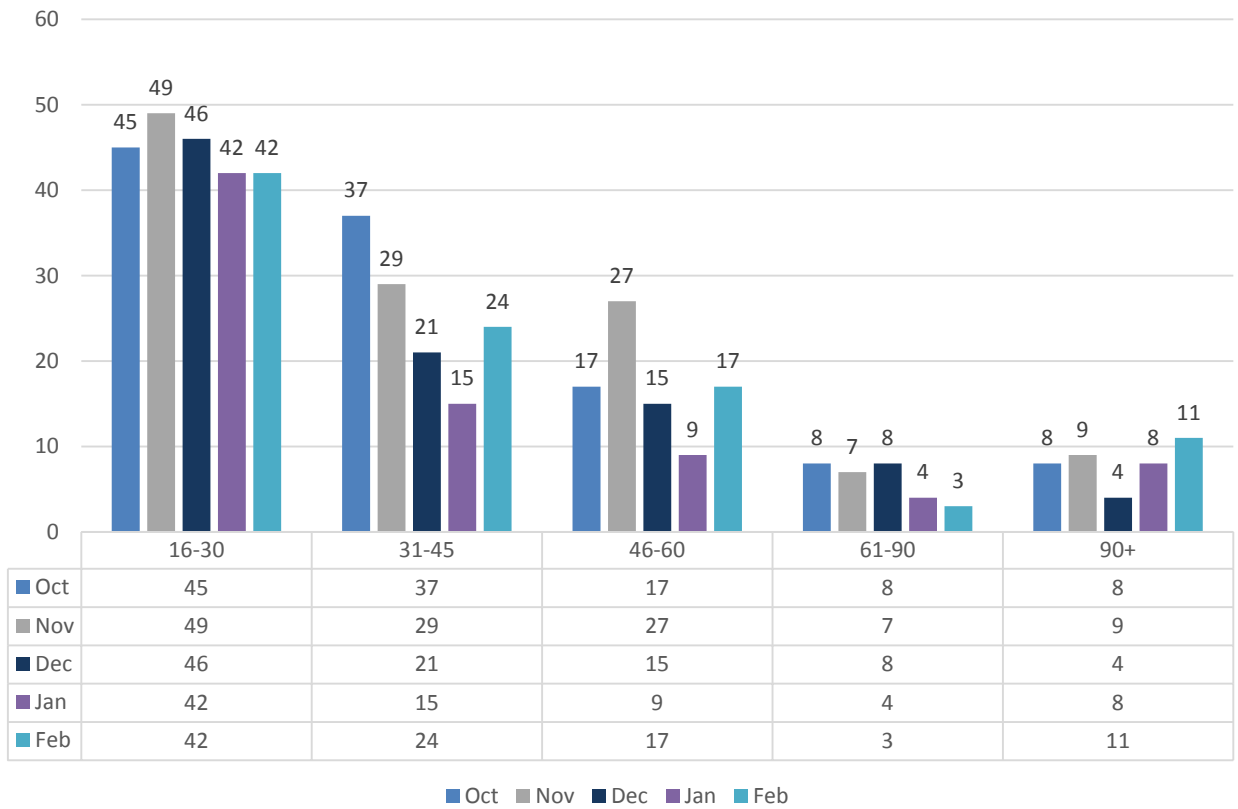
San Joaquins On-Time Performance (OTP) for the first five months of FY20 (Oct – Feb) is trending upward with a significant increase in performance over the previous year.



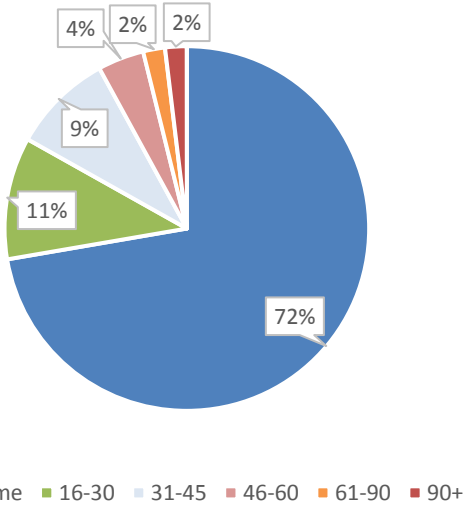
San Joaquins End Point On-Time Performance (OTP) is a measure that reflects the performance of trains arriving to the end terminus station with the allowance of a 15-min recovery period.

To help illustrate the magnitude of the delays on the San Joaquins, the graph below illustrates the numbers of trains that were late in the corresponding minutes late bands by month. The graph helps illustrate that the majority of late trains are clustered in the 16 – 30 min and 31 – 45 min bands. The data shows a downward trend in delays as represented in the overall OTP performance numbers.

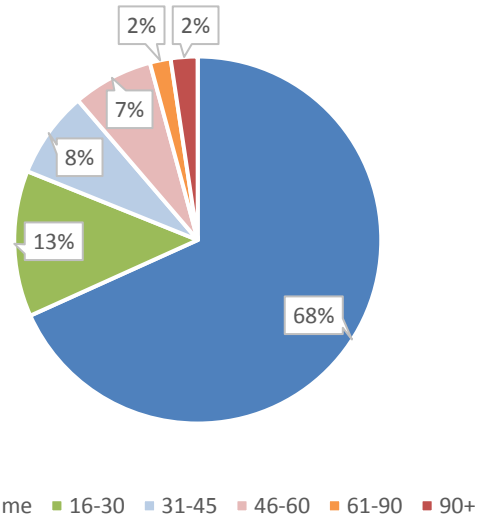
### San Joaquins Late Trains (FY20 Q1 October - December)



#### Oct 2019 San Joaquins Late Trains Percentage of Trains in Minutes of Delay Bands



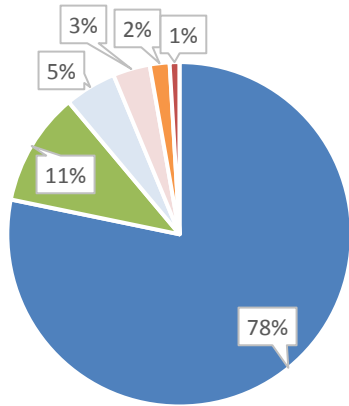
#### Nov 2019 San Joaquins Late Trains Percentage of Trains in Minutes of Delay Bands





### Dec 2019 San Joaquins Late Trains

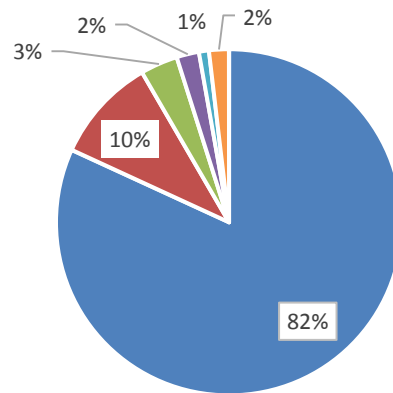
Percentage of Trains in Minutes of Delay Bands



■ On-Time ■ 16-30 ■ 31-45 ■ 46-60 ■ 61-90 ■ 90+

### Jan 2020 San Joaquins Late Trains

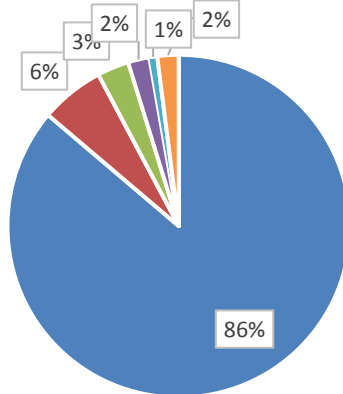
Percentage of Trains in Minutes of Delay Bands



■ On-Time ■ 16-30 ■ 31-45 ■ 46-60 ■ 61-90 ■ 90+

### Feb 2020 San Joaquins Late Trains

Percentage of Trains in Minutes of Delay Bands



■ On-Time ■ 16-30 ■ 31-45 ■ 46-60 ■ 61-90 ■ 90+

## California Intercity Rail Corridor On-Time Performance

(Year Over Year Oct - Feb FY20 vs. FY19)

Service	FYTD20	FY19
San Joaquins	73%	63%
Capitol Corridor	84%	86%
Pacific Surfliner	78%	69%

**SAN JOAQUIN JOINT POWERS AUTHORITY**

March 27, 2020

STAFF REPORT

**Item 2.5**

**INFORMATION**

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**Administrative Items**

Media Stories:

Attached are several articles. Links are provided below.

“Oakley projects earmarked, updated”-The Press:

[https://www.thepress.net/news/oakley/oakley-projects-earmarked-updated/article\\_39a559c8-4910-11ea-beb4-eb6cbccc7829.html](https://www.thepress.net/news/oakley/oakley-projects-earmarked-updated/article_39a559c8-4910-11ea-beb4-eb6cbccc7829.html)

“Amtrak suspends Keystone Service, Pennsylvanian train lines due to COVID-19”- FOX43

<https://www.fox43.com/article/news/health/coronavirus/amtrak-suspends-keystone-service-pennsylvanian-train-lines-due-to-covid-19/521-9c64a0d3-c30c-4705-9966-f089a891a800>

“Bay Area orders ‘shelter in place,’ only essential businesses open in 6 counties”- San Francisco Chronicle

<https://www.sfchronicle.com/local-politics/article/Bay-Area-must-shelter-in-place-Only-15135014.php>

Fiscal Impact:

There is no fiscal impact.

Recommendation:

This is an informational item. There is no action requested.



## Oakley projects earmarked, updated

Kyle Szymanski Feb 6, 2020



The City of Oakley is charging into the new year by wrapping up community improvement projects and starting a number of new ones, according to a recently released capital improvement program update.

On the heels of the installation of a new athletic field at Nunn-Wilson Park and an improved traffic signal system at Empire Avenue and Gateway Drive, officials are now gearing up to augment the city's emergency preparedness, upgrade portions of Main Street and Laurel Road, and resurface several streets.

“I believe that now, more than any other time in Oakley’s history, we are at a point where so many ideas that have been discussed for years are finally coming to fruition,” said Oakley City Councilmember Claire Alaura. “In some cases, it has taken many years of planning, coordination, financial planning and sometimes luck with grants to get these projects underway. Every project is meant to improve elements of our community, and while there is much being done, there’s always more to aim to accomplish in our future.”

Crews are expected to install an emergency generator to power the civic center — which includes the police department, city administration, public works department and other critical city functions — during electricity outages.

The power source would allow the civic center to function as an emergency operations center if needed, said Public Works Director Kevin Rohani. The \$150,000 general capital fund project could be completed as early as this month.

In addition, the city council is expected to award contracts for several key roadway projects in the next month or two.

Laurel Road, from Mellowood Drive to Main Street, will undergo a series of repairs and improvements — including construction of a protected double-left turn from Laurel Road to Main Street — to accommodate current and future traffic demands. New pavement, curb and gutter will be installed along with improved landscaping and irrigation as part of the \$3.1 million project, paid for by transportation impact fees collected from developers. Work on that project is scheduled to begin by spring, Rohani said.

“The next phase of the Laurel Road reconstruction project, Mellowood to Main, will smooth out that bumpy ride and improve circulation through the intersection,” said Mayor Kevin Romick.

Meanwhile, a number of improvements are also coming to the north side of Main Street, between Norcross Lane and Second Street at its intersection with O’Hara Avenue. That work, expected to start in the spring, involves widening the street; traffic signal modification; landscaping work; and construction of new curb, gutter, sidewalks and streetlights. Transportation impact fees will cover the work’s \$500,000 cost.

“That project is kind of the last leg of the downtown Main Street improvements,” Rohani said.

The changes will complement a future downtown Oakley train platform station and parking lot.

The San Joaquin Joint Powers Authority's train station platform will sit north of Main Street between Second Street and O'Hara Avenue, near a future plaza eyed for civic events and other occasions. A parking lot with over 300 spaces is also planned.

The San Joaquin Joint Power Authority has secured a grant to cover the cost of the train platform's construction, and the city will pay for other components, including a roadway, the parking lot and other public infrastructure adjacent to the station. Those undisclosed costs will be factored into the city's 2020/2021 fiscal year budget, according to city documents.

Construction of the railroad platform station, roadway and parking lot could be wrapped up by fall of 2022.

Two other future roadway projects are the reconstruction of Vintage Parkway, from Main Street to Big Break Road, and the resurfacing or repair of several other streets, including those in the Summer Lake, Heartwood and Gardenia neighborhoods.

The Vintage Parkway work will carry out base repairs and street resurfacing with new asphalt, followed up with new striping, according to a city report.

The city has secured a \$960,000 federal grant to cover a portion of the \$1.5 million Vintage project cost that is scheduled to start in the spring.

The other roadway resurfacing project, slated to cost \$900,000, is expected to launch in the summer. The city will use state gas tax funds and general capital money to complete that work.

# Amtrak suspends Keystone Service, Pennsylvanian train lines due to COVID-19

Keystone Service will be suspended starting Wednesday, while Pennsylvanian trains will stop on Thursday due to low demand, Amtrak said



Author: Keith Schweigert (FOX43)  
Published: 4:19 PM EDT March 17, 2020  
Updated: 4:19 PM EDT March 17, 2020

Amtrak announced it is suspending all Keystone Service beginning Wednesday, and all Pennsylvanian trains on Thursday as part of the adjustment of services due to COVID-19.

The Keystone Service line travels from Harrisburg to New York City by way of Philadelphia.

The Pennsylvania trains travel from New York City to Pittsburgh.

"While Amtrak continues to operate across the nation, we have adjusted some services due to significantly reduced demand in key markets," Amtrak said on its website.

Amtrak is also adjusting service on its Northeast Corridor, Hartford, Valley Flyer, New York State, Cascades, Amtrak Downeaster, and Winter Park Express service lines.

Other services may also be impacted as circumstances change, Amtrak said. Café service will be suspended on some trains operating between Washington DC and New York City.

Customers with reservations on trains that are being modified will be contacted and typically be accommodated on trains with similar departure times or another day, according to Amtrak.

Amtrak is waiving change fees on all existing or new reservations made before April 30, 2020.

# Bay Area orders 'shelter in place,' only essential businesses open in 6 counties



Erin Allday | March 16, 2020 | Updated: March 16, 2020 10:40 p.m.



1 of 13

A pedestrian walks by darkened North Beach mainstays Cafe Vesuvio and City Lights Bookstore as the city began to shut down following an order to shelter in place in San Francisco, Calif., on Monday, March 16, 2020. The six Bay Area counties issued a shelter in place order for residents to try and curtail the spread of the Covid-19 virus.

A pedestrian crosses a nearly empty California Street at Polk as the city began to shut down following an order to shelter in place in San Francisco, Calif., on Monday, March 16, 2020. The six Bay Area counties issued a shelter in place order for residents to try and curtail the spread of the Covid-19 virus.

2 of 13 A pedestrian crosses a nearly empty California Street at Polk as the city began to shut down following an order to shelter in place in San Francisco, Calif., on Monday, March 16, 2020. The six Bay Area counties issued a shelter in place order for residents to try and curtail the spread of the Covid-19 virus. Photo: Carlos Avila Gonzalez / The Chronicle

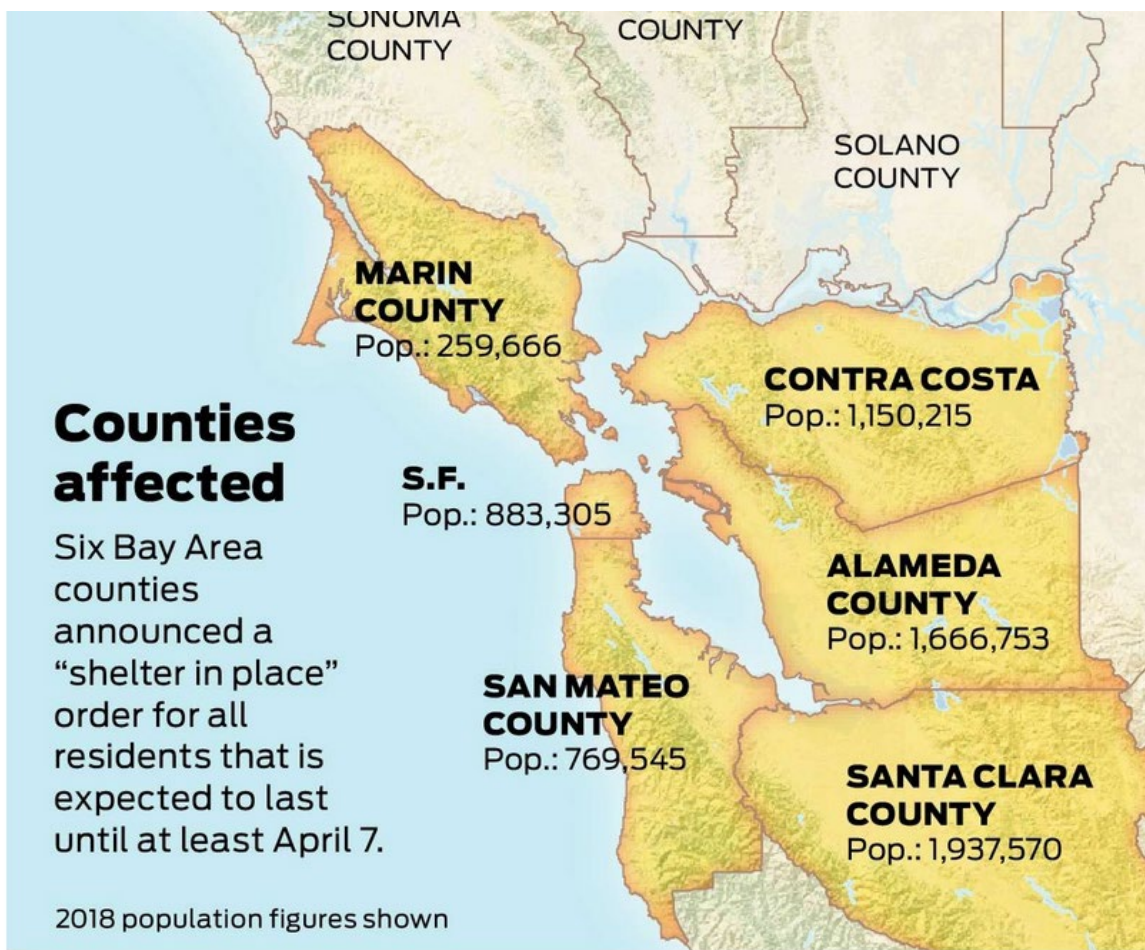
Jennifer Vaughn poses in front of the Starline Social Club she used to attend but now is boarded up due to the lockdown on Monday, March 16, 2020, in Oakland, Calif..

3 of 13 Jennifer Vaughn poses in front of the Starline Social Club she used to attend but now is boarded up due to the lockdown on Monday, March 16, 2020, in Oakland, Calif.. Photo: Paul Kuroda / Special to The Chronicle

Six Bay Area counties announced “shelter in place” orders for all residents on Monday — the strictest measure of its kind yet in the continental United States — directing everyone to stay inside their homes and away from others as much as possible for the next three weeks in a desperate move to curb the rapid spread of coronavirus across the region.

The directive was set to begin at 12:01 a.m. Tuesday and involves San Francisco, Santa Clara, San Mateo, Marin, Contra Costa and Alameda counties — a combined population of more than 6.7 million. It is to stay in place until at least April 7. The three other Bay Area counties — Sonoma, Solano and Napa — did not issue similar mandates.

Just outside the Bay Area, Santa Cruz County late Monday also announced a “shelter in place” order for its 275,000 residents.



Sources: News reports, U.S. Census Bureau

Todd Trumbull / The Chronicle

The orders — which are all similarly worded — fall just short of a full lockdown, which would forbid people from leaving their homes without explicit permission. The orders (read San Francisco’s here in its entirety at [tinyurl.com/waddyqv](https://tinyurl.com/waddyqv)) call for county and city sheriffs and police chiefs to “ensure



compliance,” and local authorities said they would not “rush to enforce” the directives as residents adjusted to understand what activities are no longer allowed. Violation of the orders is considered a misdemeanor punishable by a fine or jail time.

Businesses that do not provide “essential” services must send workers home. Among those remaining open are grocery stores, pharmacies, restaurants for delivery only and hardware stores. Most workers are ordered to stay home, with exceptions including health care workers; police, fire and other emergency responders; and utility providers such as electricians, plumbers and sanitation workers. BART will run for essential travel, and airports are not closing.

“We were seeing a tipping point here in Santa Clara County with exponential growth of our cases,” said Dr. Sara Cody, health officer for the county, at a news conference Monday. The county had 138 cases as of Monday — an increase of 72 since Friday. “Over the weekend, I had a discussion with fellow health officers in the Bay Area and we realized that we are one region, and that what’s happening in Santa Clara County today will soon be happening in the adjacent jurisdictions. We decided collectively we need to take swift action as soon as possible to prevent further spread.

“These orders were crafted with great thought and with great care,” Cody said. “They were also crafted very, very quickly.”

**SAN JOAQUIN JOINT POWERS AUTHORITY**

March 27, 2020

STAFF REPORT

**Item 4**

**ACTION**

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**Approve a Resolution of the Governing Board of the San Joaquin Joint Powers Authority Ratifying the San Joaquins Emergency Temporary Service Reduction Plan due to the Coronavirus (COVID-19), and Authorizing and Directing the Executive Director to Execute Any and All Necessary Documents**

Background:

Executive Director Stacey Mortensen will give a presentation on SJJPA's Temporary Service Reduction Plan for the San Joaquins Intercity Rail and Thruway Bus Service due to the Coronavirus (COVID-19) and other service reductions throughout the state.

Recommendation:

Approve a Resolution of the Governing Board of the San Joaquin Joint Powers Authority Ratifying the San Joaquins Emergency Temporary Service Reduction Plan due to the Coronavirus (COVID-19), and Authorizing and Directing the Executive Director to Execute Any and All Necessary Documents.

**SJJPA RESOLUTION 19/20 -**

**RESOLUTION OF THE GOVERNING BOARD OF THE SAN JOAQUIN JOINT POWERS AUTHORITY RATIFYING THE SAN JOAQUINS EMERGENCY TEMPORARY SERVICE REDUCTION PLAN DUE TO THE CORONAVIRUS (COVID-19), AND AUTHORIZING AND DIRECTING THE EXECUTIVE DIRECTOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS**

WHEREAS, the Intercity Passenger Rail Act of 2012 provides for the creation of a San Joaquin Joint Powers Authority (SJJPA) which, if certain requirements are met, will manage the San Joaquin Intercity Rail Service; and

WHEREAS, ten (10) Member Agencies have approved a Joint Exercise of Powers Agreement to form the SJJPA and have appointed Board Members and Alternates; and

WHEREAS, the Governor of the State of California on March 12, 2020 gave Executive Order N-29-20 which allows local and state agencies to act quickly to protect public health in response to the COVID-19 pandemic; and

WHEREAS, San Joaquins intercity rail and thruway bus ridership has significantly decreased since the start of the COVID-19 pandemic; and

WHEREAS, SJJPA and Amtrak has developed a temporary service reduction plan for the San Joaquins Intercity Rail and Thruway Bus Service in coordination with the California State Transportation Agency (CalSTA) and the California Department of Transportation (Caltrans).

NOW THEREFORE BE IT RESOLVED, that the Governing Board of the San Joaquin Joint Powers Authority hereby Ratifies the San Joaquins Emergency Temporary Service Reduction Plan Due to the Coronavirus (COVID-19), and Authorizes and Directs the Executive Director to Execute Any and All Necessary Documents.

PASSED AND ADOPTED by the SJJPA on this 27<sup>th</sup> day of March 2020, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

ATTEST:

SAN JOAQUIN JOINT  
POWERS AUTHORITY

\_\_\_\_\_  
STACEY MORTENSEN, Secretary

\_\_\_\_\_  
VITO CHIESA, Chair

**SAN JOAQUIN JOINT POWERS AUTHORITY**

March 27, 2020

STAFF REPORT

**Item 5**

**ACTION**

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**Approve a Resolution of The Governing Board of The San Joaquin Joint Powers Authority Authorizing the Chair to Execute the FY 2020 San Joaquin Intercity Passenger Rail Service Operating Agreement with Amtrak**

Background

Since 2016, Operating Agreements have typically been negotiated with Amtrak on an annual basis, with this last Agreement negotiated for a two-year period. Negotiations with Amtrak for the 2019-20 Agreement have been underway since Spring of 2019. All three of the Intercity Rail agencies continued negotiations with Amtrak well beyond the renewal date of September 30, 2019. These discussions have been centered on the agencies seeking to receive more real-time data, accountability for lack of performance and more certainty on cost drivers and cost control.

While not all of these goals were achieved to the level the rail agencies desired, Amtrak did make some concessions on better availability of data and financial penalties for non-performance. All three rail agencies are taking their respective Operating Agreements to their board for consideration and approval.

The attached Agreement is based upon accrual forecasted costs as submitted by Amtrak, as well as the advance payment schedule which outlines the monthly costs associated with the service. The annual cost estimate for the San Joaquin service (\$87,923,690) and the required FY 19/20 State/SJJPA contribution (\$51,374,350) are based on the operation of 7 daily roundtrips. The contribution reflects a 1.48% increase over the FY 2018/19 actual route costs of \$50,622,776. The adopted State Budget Allocation for the San Joaquin service contains sufficient funding to cover the costs identified in the Agreement. Any service reductions related to the Corona Virus will be addressed at a later date, when all cost and revenue implications are better understood.

The Agreement is attached at the back of this board packet. In the interest of space, the Appendices are not attached. However, none of these documents were significant points of negotiation as many are standardized throughout all rail agency agreements.

Recommendation:

Adopt a Resolution of The Governing Board of The San Joaquin Joint Powers Authority Authorizing the Chair to Execute the FY 2020 San Joaquin Intercity Passenger Rail Service Operating Agreement with Amtrak.

**APPENDIX D1**  
**Schedule A**  
**SJJP A FY 2020 Advance Payments to AMTRAK**

San Joaquin Corridor	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Total
	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	8.33%	100.00%
<b>San Joaquin Corridor FY20 Agreement Calculations</b>													
<b>REVENUES:</b>													
Ticket Revenue	2,784,470	2,784,470	2,784,470	2,784,470	2,784,470	2,784,470	2,784,470	2,784,470	2,784,470	2,784,470	2,784,470	2,784,470	33,413,644
Food and Beverage Revenue	186,536	186,536	186,536	186,536	186,536	186,536	186,536	186,536	186,536	186,536	186,536	186,536	2,238,431
Mail, Express, and Other	74,772	74,772	74,772	74,772	74,772	74,772	74,772	74,772	74,772	74,772	74,772	74,772	897,265
<b>Total Operating Revenue Estimate</b>	<b>3,045,778</b>	<b>3,045,778</b>	<b>3,045,778</b>	<b>3,045,778</b>	<b>3,045,778</b>	<b>3,045,778</b>	<b>3,045,778</b>	<b>3,045,778</b>	<b>3,045,778</b>	<b>3,045,778</b>	<b>3,045,778</b>	<b>3,045,778</b>	<b>36,549,340</b>
<b>EXPENSES:</b>													
Train Fuel and Power	439,973	439,973	439,973	439,973	439,973	439,973	439,973	439,973	439,973	439,973	439,973	439,973	5,279,675
Host RR Fees	743,884	743,884	743,884	743,884	743,884	743,884	743,884	743,884	743,884	743,884	743,884	743,884	8,926,607
<b>Total Third Party Estimate</b>	<b>1,183,857</b>	<b>1,183,857</b>	<b>1,183,857</b>	<b>1,183,857</b>	<b>1,183,857</b>	<b>1,183,857</b>	<b>1,183,857</b>	<b>1,183,857</b>	<b>1,183,857</b>	<b>1,183,857</b>	<b>1,183,857</b>	<b>1,183,857</b>	<b>14,206,282</b>
T&E Labor	1,223,853	1,223,853	1,223,853	1,223,853	1,223,853	1,223,853	1,223,853	1,223,853	1,223,853	1,223,853	1,223,853	1,223,853	14,686,235
Car & Loco Maint	824,946	824,946	824,946	824,946	824,946	824,946	824,946	824,946	824,946	824,946	824,946	824,946	9,899,346
Onboard Passenger Technology	-	-	-	-	-	-	-	-	-	-	-	-	-
OBS Crew	236,408	236,408	236,408	236,408	236,408	236,408	236,408	236,408	236,408	236,408	236,408	236,408	2,836,901
Commissary	115,192	115,192	115,192	115,192	115,192	115,192	115,192	115,192	115,192	115,192	115,192	115,192	1,382,309
Res & Call Ctrs	199,227	199,227	199,227	199,227	199,227	199,227	199,227	199,227	199,227	199,227	199,227	199,227	2,390,723
Stations-Route	404,485	404,485	404,485	404,485	404,485	404,485	404,485	404,485	404,485	404,485	404,485	404,485	4,853,814
Stations-Shared	120,127	120,127	120,127	120,127	120,127	120,127	120,127	120,127	120,127	120,127	120,127	120,127	1,441,528
Station Technology	774	774	774	774	774	774	774	774	774	774	774	774	9,289
Commissions	63,950	63,950	63,950	63,950	63,950	63,950	63,950	63,950	63,950	63,950	63,950	63,950	767,395
Cust Concessions	100	100	100	100	100	100	100	100	100	100	100	100	1,198
Conn Motor Coach	1,689,964	1,689,964	1,689,964	1,689,964	1,689,964	1,689,964	1,689,964	1,689,964	1,689,964	1,689,964	1,689,964	1,689,964	20,279,564
Regional/Local Police	78,309	78,309	78,309	78,309	78,309	78,309	78,309	78,309	78,309	78,309	78,309	78,309	939,708
Terminal Yard Ops	44,987	44,987	44,987	44,987	44,987	44,987	44,987	44,987	44,987	44,987	44,987	44,987	539,839
Terminal MofW	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance	215,305	215,305	215,305	215,305	215,305	215,305	215,305	215,305	215,305	215,305	215,305	215,305	2,583,662
Marketing Additives	38,983	38,983	38,983	38,983	38,983	38,983	38,983	38,983	38,983	38,983	38,983	38,983	467,791
T&E Additives	396,528	396,528	396,528	396,528	396,528	396,528	396,528	396,528	396,528	396,528	396,528	396,528	4,758,340
MofE Additives	223,560	223,560	223,560	223,560	223,560	223,560	223,560	223,560	223,560	223,560	223,560	223,560	2,682,723
OBS Crew Additives	35,160	35,160	35,160	35,160	35,160	35,160	35,160	35,160	35,160	35,160	35,160	35,160	421,921
Police Additives	61,687	61,687	61,687	61,687	61,687	61,687	61,687	61,687	61,687	61,687	61,687	61,687	740,248
G&A Additives	169,573	169,573	169,573	169,573	169,573	169,573	169,573	169,573	169,573	169,573	169,573	169,573	2,034,874
<b>Total Route Costs and Additives Estimate</b>	<b>6,143,117</b>	<b>6,143,117</b>	<b>6,143,117</b>	<b>6,143,117</b>	<b>6,143,117</b>	<b>6,143,117</b>	<b>6,143,117</b>	<b>6,143,117</b>	<b>6,143,117</b>	<b>6,143,117</b>	<b>6,143,117</b>	<b>6,143,117</b>	<b>73,717,408</b>
<b>Total Operating Expense Estimate</b>	<b>7,326,974</b>	<b>7,326,974</b>	<b>7,326,974</b>	<b>7,326,974</b>	<b>7,326,974</b>	<b>7,326,974</b>	<b>7,326,974</b>	<b>7,326,974</b>	<b>7,326,974</b>	<b>7,326,974</b>	<b>7,326,974</b>	<b>7,326,974</b>	<b>87,923,690</b>
<b>San Joaquin Corridor Route Operating Costs</b>	<b>4,281,196</b>	<b>4,281,196</b>	<b>4,281,196</b>	<b>4,281,196</b>	<b>4,281,196</b>	<b>4,281,196</b>	<b>4,281,196</b>	<b>4,281,196</b>	<b>4,281,196</b>	<b>4,281,196</b>	<b>4,281,196</b>	<b>4,281,196</b>	<b>51,374,350</b>
Capital Equipment Costs	-	-	-	-	-	-	-	-	-	-	-	-	-
Add-On Expense Items	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Operating Costs</b>	<b>4,281,196</b>	<b>4,281,196</b>	<b>4,281,196</b>	<b>4,281,196</b>	<b>4,281,196</b>	<b>4,281,196</b>	<b>4,281,196</b>	<b>4,281,196</b>	<b>4,281,196</b>	<b>4,281,196</b>	<b>4,281,196</b>	<b>4,281,197</b>	<b>51,374,350</b>
<b>SUMMARY AND ADVANCE PAYMENT:</b>													
<b>OPERATING COSTS PAYABLE</b>	<b>4,281,196</b>	<b>4,281,196</b>	<b>4,281,196</b>	<b>4,281,196</b>	<b>4,281,196</b>	<b>4,281,196</b>	<b>4,281,196</b>	<b>4,281,196</b>	<b>4,281,196</b>	<b>4,281,196</b>	<b>4,281,196</b>	<b>4,281,197</b>	<b>51,374,350</b>

**SJJPA RESOLUTION 19/20 -**

**RESOLUTION OF THE GOVERNING BOARD OF THE SAN JOAQUIN  
JOINT POWERS AUTHORITY AUTHORIZING THE CHAIR TO EXECUTE THE FY 2020  
SAN JOAQUIN INTERCITY PASSENGER RAIL SERVICE OPERATING AGREEMENT  
WITH AMTRAK**

WHEREAS, the Intercity Passenger Rail Act of 2012 provides for the creation of a San Joaquin Joint Powers Authority (SJJPA) which, if certain requirements are met, will manage the San Joaquin Intercity Rail Service; and

WHEREAS, ten (10) Member Agencies have approved a Joint Exercise of Powers Agreement to form the SJJPA and have appointed Board Members and Alternates; and

WHEREAS, in order to continue the management responsibilities of the San Joaquin intercity passenger rail service, SJJPA must approve and sign an Operating Agreement with Amtrak; and

WHEREAS, SJJPA and Amtrak have been negotiating in good faith, have reached agreement on the major provisions and a total contract amount of \$51,374,350 and are in the final stages of agreement;

NOW THEREFORE BE IT RESOLVED, that the Governing Board of the San Joaquin Joint Powers Authority hereby authorizes the Chair to Execute the FY 2020 San Joaquin Intercity Passenger Rail Service Operating Agreement.

PASSED AND ADOPTED by the SJJPA on this 27<sup>th</sup> day of March 2020, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

ATTEST:

SAN JOAQUIN JOINT  
POWERS AUTHORITY

\_\_\_\_\_  
STACEY MORTENSEN, Secretary

\_\_\_\_\_  
VITO CHIESA, Chair

# SAN JOAQUIN JOINT POWERS AUTHORITY

March 27, 2020

## STAFF REPORT

Item 6

INFORMATION

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### **Review of Public Comments for the Draft 2020 San Joaquin Joint Powers Authority Business Plan Update**

#### Background:

The 2020 Draft San Joaquin Joint Powers Authority Business Plan Update (Draft Business Plan) was released for public review on March 6, 2020. In addition to being posted on the SJJPA website, various stakeholder groups were notified via e-mail about the release and provided links to the Draft Business Plan. Stakeholder groups included the Central Valley Rail Working Group (CVRWG), the San Joaquin Valley Rail Committee, etc. SJJPA's general stakeholder list was also sent notification regarding the availability of the Draft Business Plan for comment.

#### Summary of Public Comments:

Several comments were received on the Draft Business Plan, which are attached to this staff report. Staff has reviewed these comments and did not believe there was a need to make changes to the Draft Business Plan.

Below is a summary of comments received:

- The City of Hercules sent a letter encouraging the SJJPA to approve the Business Plan Update. The City of Hercules is pleased that Hercules remains a possible future station and noted that the Hercules station will be in the center of a masterplanned TOD community with more than 1500 residential units, with retail and offices. The City of Hercules looks forward to bringing San Joaquin service to Hercules.
- The San Joaquin Valley Rail Committee (SJVRC) met on March 13 (via conference call and webinar) to discuss and provide input on the Draft 2020 SJJPA Business Plan. The SJVRC on a whole is very supportive of the Draft Business Plan and the programs proposed by the SJJPA to improve the San Joaquin and to connect and integrate with high-speed rail. Specific additional suggestions/comments made by SJVRC members are summarized in the attachment to this staff report.



- Peter Warner made several comments and suggestions at the SJVRC meeting on March 13, 2020 regarding the SJJPA 2020 Draft Business Plan including: improve pedestrian accessibility to stations during construction project, make sure that train amenities are not eliminated with Hybrid or zero-emission equipment, explore connectivity to Sac Valley Station from the Sacramento Subdivision in the future, explore relocating Pasadena Thruway bus stop, and explore grade separating the freight rail diamond south of Fresno.
- John Webb submitted an e-mail suggesting a number of potential improvements for the Arcata Transit Center (which serves as the San Joaquins Arcata Thruway Bus Stop).
- Alan Scott submitted a comment letter supporting the Draft 2020 Business Plan and requesting upgrades to the public address systems and food services on the San Joaquins.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

This is an informational item. There is no action requested.



CITY MANAGER

February 13, 2020

Paul Herman, Senior Planner  
San Joaquin Joint Powers Authority  
949 E. Channel Street  
Stockton, CA 95202

SUBMITTED VIA EMAIL: paul@sjjpa.com

Thank you for the opportunity to review and comment on the SJJPA's draft 2020 Business Plan Update. The City of Hercules would like to compliment you and your team on a well-developed, forward-looking, and comprehensive update.

We are pleased to see that Hercules remains a possible future station location for the San Joaquin services. We continue on making progress in regard to the development of the future Hercules Regional Intermodal Transportation Center (RITC). On February 20, 2020, the Board of the Capital Corridor JPA officially designated Hercules as a Candidate Station.

In addition, the City also recently awarded the next phase design contract to take the track, platform, and station design from the 60% level towards shovel ready. We believe that the CCJPA resolution, together with the other steps we have taken to advance the project, will go a long way in helping us to secure the funds needed to complete the rail portion of the Hercules Regional Intermodal Transportation Center.

We also note there is a section emphasizing stations being located in Transit Oriented Development (TOD) areas which we believe is a laudable objective given sustainability goals across the State. The Hercules RITC is at the center of a master-planned TOD community now under construction and which will feature more than 1,500 residential units, retail, and office, in addition to existing higher density new-urbanist communities already within a short walk of the RITC. The Hercules Bayfront Project and RITC have been designated a Catalyst Project by the State of California as well.

We look forward to eventually bringing San Joaquin service to Hercules and to providing commute and transportation alternatives to all those who desire to alternatives to driving. Your draft Strategic Plan Update demonstrates a well-grounded vision to take the San Joaquin services into the future and we would encourage your Board to approve the update.

Sincerely,

David Biggs  
City Manager

City of Hercules  
111 Civic Drive, Hercules, California 94547  
(510) 799-8200 [www.ci.Hercules.ca.us](http://www.ci.Hercules.ca.us)



Alameda, Contra Costa, Fresno, Kern, Kings, Los Angeles, Madera, Mariposa, Merced, Sacramento, San Joaquin, Stanislaus, Tulare  
Partners: Amtrak, Caltrans Division of Rail, BNSF Railway Company, Union Pacific Railroad

REPRESENTING COUNTIES ALONG THE SAN JOAQUIN RAIL CORRIDOR

The San Joaquin Valley Rail Committee (SJVRC) met on March 13<sup>th</sup>, 2020 (via conference call and webinar) to discuss and provide input on the Draft 2020 SJJPA Business Plan. The SJVRC on a whole is very supportive of the Draft Business Plan and the programs proposed by the SJJPA to improve the San Joaquins and to connect and integrate with high-speed rail. Specific additional suggestions/comments made by SJVRC members are summarized below.

### **San Joaquin Valley Rail Committee Comments on the 2020 SJJPA Draft Business Plan**

- Phase out Comet Car equipment
- Improve San Joaquins Thruway Bus-only accessibility
- Explore commuter bus routes in Northern California, such as a Shasta connection
- Provide updated information for On-board Information Systems status
- Explore SMART partnership to improve connectivity with other rail providers
- Continue and explore more conversations with stakeholders and community-based organizations to improve San Joaquin's rail and thruway bus connections
- Explore San Joaquins 20-ride un-restricted fare product
- Update glitches in 6-tix use on Amtrak app
- Explore thruway bus connectivity to Santa Clarita/Newhall
- Re-instate Transfer Ticket Program to improve First & Last mile connectivity
- Explore a "Rail-to-Rail" program
- Improve marketing and outreach of new services and promotions

**Peter Warner (Hanford, CA) comments and suggestions made on March 13, 2020 regarding SJJPA 2020 Draft Business Plan include:**

- a) Improve pedestrian accessibility to stations during grade separation projects such as the Stockton Grade Diamond Separation.
- b) Check that train amenities are not eliminated with Hybrid or zero-emission equipment, such as restrooms, microwave, air conditioner.
- c) Explore connectivity to Sac Valley Station in the future.
- d) Explore relocating Pasadena Thruway bus stop.
- e) Explore grade separating South of Fresno rail diamond.

**John Webb, San Joaquin Valley Rail Committee Member, comments and suggestions via email:**

**From:** John Webb <[winnemuccaslim@hotmail.com](mailto:winnemuccaslim@hotmail.com)>

**Sent:** Thursday, February 27, 2020 10:41 AM

**To:** Paul Herman SJJPA <[paul@sjjpa.com](mailto:paul@sjjpa.com)>; Rene Gutierrez SJJPA <[Rene@sjjpa.com](mailto:Rene@sjjpa.com)>; Carmen Setness SJJPA <[carmen@sjjpa.com](mailto:carmen@sjjpa.com)>

**Subject:** My meeting yesterday with Arcata City officials

**[The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin.]**



Hi Paul, Rene and Carmen,

I met yesterday with Arcata City Manager Karen Diemer and City Engineer Netra Khatri. Basically, I told them that the City of Arcata Transit Center used by San Joaquin Amtrak Thruway buses wasn't living up to it's potential (reducing our carbon footprint by facilitating the use of buses) due to a number of issues.

I suggested:

- 1) that the station needs to be open and staffed whenever a bus is expected to arrive or depart;
- 2) a dedicated security guard or police officer, trained and sensitive to the needs of homeless and mental ill people, needs to be on duty full time;
- 3) improved signage, specifically, an electronic sign that is updated routinely that conveys information of bus arrivals and departures. The City finally did place a small sign at the curb where the Amtrak buses now stop. Much more signage needs to be done tho.

Also there needs to be some sort of restroom facility available to the homeless population that has chosen to "live" at the station. They mentioned that the city had, in the past rented and

placed a port-a-potty there but it was trashed and did not last. (If there had been a full time security guard present that would be less likely to have occurred). Some sort of sanity restroom facility has to happen. If it doesn't the Transit Center area becomes, literally, an open sewer.

They agreed, in principal that my ideas were good ones and should be implemented. The heavy lifting required is, as always, financial. They thought grants might be available. Not sure if they plan to research and apply for an potential grants. They also noted that the City will be in a budget process in May. They suggested that I speak to the City Council at that time.

Carmen, it was mentioned that you will be traveling here soon for discussions with Arcata City staff. Can I meet with you and assist in any way?

In any event, I will see you at the Rail Committee meeting on March 13.

John Webb  
Humboldt County member, SJPA Rail Committee

**Allen Scott, San Joaquin Valley Rail Committee Member, comments for 2020  
SJIPA Business Plan**

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March 18, 2020

Mr. Paul Herman  
Associate Planner  
San Joaquin Joint Powers Authority  
949 East Channel Street  
Stockton, CA 95202

Dear Mr. Herman:

As a member of the San Joaquin Valley Rail Committee from Kings County, it is my privilege to submit the below comments for your 2020 San Joaquin Joint Powers Authority (SJIPA) Business Plan.

Background:

Early 2011, when the state rail commission was being decommissioned and reformatted into a multiple Joint Powers Authority organization across the state, there were the typical confusions that affected all users of the system.

However, I extremely pleased and proud to have watched from the inception the exceptional leadership of Ms. Stacy Mortensen, Executive Director, and Dan Leavitt, Manager of Regional Initiatives excel. The Authority has risen in stature and respect across the California transportation environment since that inception with their most professional and knowledgeable staff.


With that said, my comments are as follows with specific to the 2020 San Joaquin Joint Powers Authority (SJIPA) Business Plan for your review and consideration:

1. The comprehensive aggressiveness of their business plan is superb!  
The quality of detail and thoughtfulness in times of fiscal requirements speaks volumes to one outcome – progress: achieving quality improvements to all rail transportation under the scope of the San Joaquin Joint Powers Authority to the benefit to all users.
2. Furthermore, the document is carefully formatted with clarity noting how their team is reassuring that completion is an actual outcome.

3. My primary response to the 2020 Business Plan is simple! The JPA's vision is all-inclusive covering today's operations and strong validated outlook for future operation. Their proposal is strong, detailed to provide quality guidance going forward for the citizens of not only California, more important to our guests visiting our state.
4. Would like to note two housekeeping items, the trains public address systems require a comprehensive review and upgrade. The other item is food services. I am fully aware of the barriers to date; however, services are what brings customers back, and this should be priority. With the new equipment arriving, so should the interior communications and food services!
5. Specific to the Rail Committee, recommend going forward with this suggestion specific to this committee's meeting format be implemented: two-onsite meetings with two-conference calls on either side of those meetings annually. Key points, engagement of this committee brings eyes ensuring improvements to the Board and the Authority, thus enabling the Committee to be more in touch with the bi-monthly board meetings and over-all operations.

Please except my submission for insertion into the Business Plan comments with my congratulations on exceptional document.

Regards



Alan Scott

Member, San Joaquin Rail Committee, Kings County  
1318 Whitmore Street  
Hanford, CA 93230-2848

Email: [a\\_scott1318@comcast.net](mailto:a_scott1318@comcast.net)  
Cellular #: 1-559-707-2712



# SAN JOAQUIN JOINT POWERS AUTHORITY

March 27, 2020

## STAFF REPORT

Item 7

**ACTION**

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### **Approve a Resolution of the Governing Board of the San Joaquin Joint Powers Authority Approving the Draft 2020 San Joaquin Joint Powers Authority Business Plan Update and Authorizing and Directing the Executive Director to Execute Any and All Documents Associated with the Master Fund Transfer Agreement Supplements for Operations, Administration, and Marketing Budgets for Fiscal Year 2020/2021**

#### Background:

In order to continue the administrative responsibilities of the San Joaquins, the San Joaquin Joint Powers Authority (SJJPA) must develop an Annual Business Plan during the term of the ITA as required by AB 1779 and submit the Plan by April 1 of each year to the Secretary of the California State Transportation Agency (CalSTA). The Annual Business Plan must be submitted to the Secretary of CalSTA in draft form by April 1 of each year, and final form by June 30 of each year. The purpose of establishing the later date for the final version is to allow Amtrak time to finalize operating cost estimates. The final version of the Annual Business Plan is then reviewed and approved by the State and used to develop an annual appropriation request to the State Legislature. Section 7.1(d) of the SJJPA Joint Exercise of Powers Agreement (JEPA) requires adoption of the Business Plan by two-thirds vote of the SJJPA Board Membership.

The Draft 2020 SJJPA Business Plan Update (2020 Business Plan) is mostly a minor update of the 2019 SJJPA Business Plan in terms of the vision and programs for the future with the exception of the emphasis on the coordination with CHSRA and the planning for integration with high-speed rail. The 2020 Business Plan can be found at the end of this Board Agenda Packet (including a track-change version that shows the changes from the 2019 SJJPA Business Plan).

#### Key Updates of the Draft 2020 SJJPA Business Plan Update:

- Emphasis on SJJPA's coordination and integration with CHSRA's plans for the Merced – Bakersfield HSR Interim Operating Segment and SJJPA's intention to connect this initial operating segment to the San Joaquins at a multi-modal

station at downtown Merced. Future San Joaquins service improvements would focus on increasing service from Merced to the north.

- Request funding for environmental review and detail design for the Merced Intermodal Track Connection (MITC) project. This project is critical to integrating the San Joaquins with the Merced – Bakersfield HSR Interim Operating Segment. The MITC project will enable the San Joaquins to directly connect with interim HSR operations at Merced by creating a direct link between the BNSF alignment and the HSR station (located just west of the UPRR alignment).
- Highlight the importance of the Stockton Diamond Grade Separation Project and that SJJPA in partnership with SJRRC will be pursuing state and federal funding in 2020 to implement this critical project using Valley Rail funding as matching funding. [The schedule for the environmental review and detailed design of this key project will be included.]
- Initiate operations for the pilot program to operate a new Thruway Bus between Merced and San Jose (with stops at Los Banos and Gilroy). This service was previously expected to run between Madera and San Jose.
- Include “South of Merced Integration Studies” as part of FY 2020/21 “Action Plan”. These studies will investigate and identify connectivity needed from Corcoran, Wasco, and Downtown Hanford to the Merced-Bakersfield HSR Interim Operating Segment, study the potential use of the BNSF slots between Merced and Bakersfield for regional service that is complementary to HSR, and how San Joaquins Thruway Bus service can support the Cross-Valley Corridor efforts.
- Funding for additional freight railroad OTP incentives.
- 8<sup>th</sup> and 9<sup>th</sup> daily round trips will not be implemented until FY 2022/23 at the earliest. Improvements along the Sacramento Subdivision (including key stations) must be completed before new service to Sacramento can be initiated.
- Reinstate reserved ticketing to reduce the likelihood of standees onboard trains. A 5% overbooking policy will be in place to ensure no undue sold-out situations occur on short segments of the corridor.
- The state is not moving forward with the Onboard Information System (OBIS) program. References to this program in the Business Plan are being deleted.
- Updated ridership and financial figures, along with updated discussion of the status of current and planned capital projects.

Changes Made Since Release of Public Review Draft (included in Draft in this Packet):

The Public Review Draft of the 2020 Business Plan was released on March 6, 2020. Since that time, SJJPA has received minimal public comments on the 2020 Business Plan and has not made any changes based on these comments or other factors.

Fiscal Impact:

Approval of the 2020 SJJPA Business Plan is required for the SJJPA to continue managing the San Joaquins and receive funding from the State for the administration, marketing, and operations for the San Joaquins.

Recommendation:

Approve a Resolution of the Governing Board of the San Joaquin Joint Powers Authority Approving the Draft 2020 San Joaquin Joint Powers Authority Business Plan Update and Authorizing and Directing the Executive Director to Execute Any and All Documents Associated with the Master Fund Transfer Agreement Supplements for Operations, Administration, and Marketing Budgets for Fiscal Year 2020/2021.

**SJJPA RESOLUTION 19/20-**

**RESOLUTION OF THE GOVERNING BOARD OF THE SAN JOAQUIN JOINT POWERS AUTHORITY APPROVING THE DRAFT 2020 SAN JOAQUIN JOINT POWERS AUTHORITY BUSINESS PLAN UPDATE AND AUTHORIZING AND DIRECTING THE EXECUTIVE DIRECTOR TO EXECUTE ANY AND ALL DOCUMENTS ASSOCIATED WITH THE MASTER FUND TRANSFER AGREEMENT SUPPLEMENTS FOR OPERATIONS, ADMINISTRATION, AND MARKETING BUDGETS FOR FISCAL YEAR 2020/2021**

WHEREAS, the Intercity Passenger Rail Act of 2012 provides for the creation of a San Joaquin Joint Powers Authority (SJJPA) which, if certain requirements are met, will manage the San Joaquin Intercity Rail Service; and

WHEREAS, ten (10) Member Agencies have approved a Joint Exercise of Powers Agreement to form the SJJPA and have appointed Board Members and Alternates; and

WHEREAS, the SJJPA was required to submit the final Business Plan to the Secretary of the California State Transportation Agency by April 1 each year, it is now required to be submitted to the Secretary of CalSTA in draft form by April 1 of each year, and final form by June 30 of each year to allow Amtrak time to finalize operating cost estimates; and

WHEREAS, in order to continue with the administrative responsibilities of the San Joaquins, the SJJPA must develop and approve a Draft Business Plan to be submitted to the Secretary of the California State Transportation Agency by April 1 each year; and

WHEREAS, the Master Fund Transfer Agreement Supplements for Operations, Administration, and Marketing Budgets for Fiscal Year 2020/2021 must be executed; and

NOW THEREFOR BE IT RESOLVED, that the Governing Board of the San Joaquin Joint Powers Authority hereby approves a Resolution of the Governing Board of the San Joaquin Joint Powers Authority Approving the Draft 2020 San Joaquin Joint Powers Authority Business Plan Update and authorizing and directing the Executive Director to execute any and all documents associated with the Master Fund Transfer Agreement Supplements for Operations, Administration, and Marketing Budgets for Fiscal Year 2020/2021.

PASSED AND ADOPTED, by the SJJPA this 27<sup>th</sup> day of March 2020, by the following vote:

AYES:

NOES:

ABSENT:  
ABSTAIN:

ATTEST:

SAN JOAQUIN JOINT  
POWERS AUTHORITY

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STACEY MORTENSEN, Secretary

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VITO CHIESA, Chair

# SAN JOAQUIN JOINT POWERS AUTHORITY

March 27, 2020

## STAFF REPORT

Item 8

**ACTION**

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### **Approve a Resolution of the Governing Board of the San Joaquin Joint Powers Authority to Allow Passengers to Purchase Bus-Only Tickets for the Bakersfield – Tehachapi Bus Stop Pair**

#### Background:

Senate Bill 742 (SB 742) was introduced by Senator Allen on February 22, 2019. SB 742 was passed by the Legislature in September 2019 and signed by the Governor on October 8, 2019. A purpose of SB 742 was to remove portions of Section 14035.55 of the CA Government Code which require state supported Amtrak Thruway bus passengers to have a rail trip as part of their ticket.

Section 14035.55(c) as amended enables the Joint Power Authorities (San Joaquin, Capitol Corridor, and LOSSAN) to pick up and drop off passengers on their Amtrak intercity thruway bus routes without requiring them to have a train ticket as part of their trip. Section 14035.55 as amended will increase revenues for the state at virtually no additional cost, will provide improved access to priority and underserved communities, and will reduce the amount of greenhouse gases and air pollution emissions by diverting trips that would have previously been taken by an automobile. This change will also provide better utilization of current infrastructure and reduce congestion on some of the nation's most congested freeways.

As discussed at the November 22, 2019 SJJPA Board Meeting, the implementation of SB 742 will need to be phased in over time. It is not practicable to offer bus-only tickets on all Thruway bus routes at the same time. SJJPA started with a couple of existing regular routes without adding any additional stops that also have minimal conflicts with existing private intercity bus services. Approval for additional regular routes is being sought at subsequent SJJPA Board Meetings until all of the regular routes are able to offer bus-only tickets.

At the January 24, 2020 Board Meeting, SJJPA took action to initiate the implementation of SB 742 on Route 10 (Bakersfield – Oxnard – Santa Barbara) and Route 12 (Bakersfield – Lancaster – Victorville). Unfortunately, there is a previously unforeseen issue with Amtrak ticketing that has held up offering bus-only ticketing on Route 12. Amtrak can keep bus stop pairs closed for those that do not directly link to the bus/rail transfer station (such as between Lancaster and Palmdale on Route 12). However, the Amtrak ticketing system can only open all pairs that connect to

bus/rail transfer stations (like Bakersfield) or close all these pairs for bus-only ticketing. There is no timetable as to when Amtrak would be able to alter their ticketing system to fix this problem.

For Route 12, to open bus stop pairs to/from Bakersfield, the Bakersfield-Tehachapi needs to be opened. To enable bus-only tickets to be sold on Route 12 between Bakersfield and Mojave, Lancaster, Palmdale, Littlerock, and Victorville, staff is recommending that the SJJPA Board approve opening bus-only ticketing for the Bakersfield – Tehachapi bus stop pair. Staff is recommending offering Bakersfield – Tehachapi bus-only fares at \$9.50 (which is the same as is being proposed for Bakersfield-Mojave fares).

The Bakersfield – Tehachapi market is currently served by Greyhound (private operator) and by Kern Transit (public operator). Greyhound only offers one direct round trip most of the week, with no service Tuesday and Wednesday. Kern Transit offers low cost and frequent weekday service (three round trips on the weekends) between Bakersfield and Tehachapi.

#### Consultation and Coordination:

Staff has consulted with Kern Transit to determine if they could provide the planned service and to avoid conflicts with their existing public transit service. Kern Transit has expressed that they welcome additional transportation options and believe that the San Joaquins Thruway Bus service complements their service.

Staff also has been making a good faith effort to coordinate with private motor carrier services to provide timely connections with intercity rail services, including through agreements to fund modifications or expansions of existing motor carrier services to better coordinate with existing rail services. For the Bakersfield Tehachapi bus stop pair, staff has focused on communications with Greyhound who is the only private operator serving the Bakersfield – Tehachapi bus stop pair. Communications with Kern Transit and Greyhound are documented in Attachment 2.

Staff requests the SJJPA take action to move forward with directing Amtrak to begin offering tickets to passengers for the Bakersfield – Tehachapi bus stop pair on Route 12.

#### Fiscal Impact:

Enabling bus tickets to be sold will result in increased Thruway bus ridership and additional revenue for the San Joaquins service.

#### Recommendation:

Approve a Resolution of the Governing Board of the San Joaquin Joint Powers Authority to Allow Passengers to Purchase Bus-Only Tickets for the Bakersfield – Tehachapi Bus Stop Pair.

ATTACHMENT 1:

Schedule for Route 12 (Effective October 28, 2019)

Route 12:

**Bakersfield • Las Vegas • Victorville**

710	712	714	San Joaquins Connecting Train Number			715	717	719
3410	3512	3414	Thruway Number			3415	3417	3519
Daily	Daily	Daily	Days of Operation			Daily	Daily	Daily
2 05P	4 05P	6 05P	Dp	Bakersfield, CA–Amtrak Station	Ar	11 55A	1 55P	3 55P
2 50P		D6 50P		Tehachapi, CA–Park and Ride		R10 45A	R12 45P	
3 15P		D7 15P		Mojave, CA–Carl’s Jr.		R10 20A	R12 20P	
	D6 05P D6 10P			Barstow, CA–Amtrak Station –1611 E. Main St. M				<sup>16</sup> R12 40P <sup>16</sup> R12 35P
	D8 40P 9 05P			Las Vegas, NV–RTC S. Strip Term. –Greyhound Station				<sup>18</sup> R9 50A <sup>16</sup> 9 25A
D3 55P		D7 55P		Lancaster, CA–Metrolink Station		R9 40A	R11 40A	
D4 05P		D8 05P		Palmdale, CA–Transp. Center		R9 25A	R11 25A	
D4 20P		D8 20P		Littlerock, CA–Chevron Station		R9 05A	R11 05A	
5 10P		9 05P	Ar	Victorville, CA–Transit Center	Dp	8 10A	10 10A	

Note: Route 12 does not include the daily round trip to Las Vegas (just the two daily round trips between Bakersfield – Lancaster – Victorville)



## ATTACHMENT 2

### Documentation of Bakersfield – Tehachapi (Route 12) Research and SJJPA Efforts to Communicate and Coordinate with Private and Public Motor Carrier Services regarding Bakersfield – Tehachapi bus stop pair:

#### Route 12 Research:

An internet search was done for the Bakersfield-Tehachapi bus station pair on Route 12 using Google. In addition, searches were done directly on the Greyhound and Flixbus websites for the Bakersfield – Tehachapi bus stop pair. It was concluded that Greyhound is the only private bus carriers offering direct service for the Bakersfield – Tehachapi bus stop pair. The internet searches found that Kern Transit offers service between Bakersfield and Lancaster (with stops at Tehachapi and Mojave).

#### Bakersfield-Lancaster-Victorville (Route 12) – Details regarding other services for the Bakersfield-Tehachapi bus stop pair:

- Bakersfield –Tehachapi: **Greyhound** 1 trip, 50 minutes long, Leaving at 2:55 pm (except no service Tues/Wednesday) from Bakersfield (Route 12 leaves Bakersfield at 2:05 pm and 6:05 pm), and leaving at 11:45 am (except no service Wed/Thursday) from Tehachapi (Route 12 leaves Tehachapi at 10:45 am and 12:45 pm), \$17 – 26; no direct Flixbus service; **Kern Transit**, 1 hr 20 min \$3 (vs. 45 min), leaving Bakersfield at 4:55 am, 7:30 am, 8:10 am, 9:25 am, 10:25 am, 12:40 pm, 2:21 pm, 5:15 pm, 7:55 pm, 9:00 pm M-F, leaving Bakersfield at 8:10 am, 12:15 pm, 3:15 pm Sa-Su (vs. 2:05 pm and 6:05 pm for Route 12); leaving Tehachapi at 6:34 am, 7:38 am, 8:17 am, 12:34 pm, 1:39 pm, 3:49 pm, 6:05 pm, 7:49 pm, 10:13 pm M-F, leaving Tehachapi at 8:56 am, 1:41 pm, 5:46 pm, 9:01 pm Sa-Su (vs. 10:45 am, 12:45 pm for Route 12)

#### Private Carriers Communications:

##### Greyhound:

Greyhound representatives were very active in working with Senator Allen’s office, Assembly Transportation Committee staff, and SJJPA staff in the development of amendments to SB 742. In coordinating the implementation of SB 742, SJJPA staff have been working with Gregory Cohen and Mark Watts who are representing Greyhound on this issue.

- On February 20, 2020 SJJPA staff had an in-person meeting with Greyhound representatives (Gregory Cohen and Mark Watts) to discuss the implementation of SB 742. SJJPA staff discussed the upcoming March 27 SJJPA Board Meeting and the staff’s strategy for a continued phased implementation of SB 742 with three additional routes (Route 1c, 19, and 40) that would have

minimal conflicts with private intercity motor carriers. Staff also discussed an issue with Amtrak ticketing that currently prohibits some flexibility in the SJJPA choosing to open some bus stop pairs and close others along any route. The problem is with bus stop pairs where one of the stops is the bus/train connection. For example, for Route 12 (Bakersfield-Lancaster-Victorville), the train/bus connection station is Bakersfield. Amtrak's ticketing system requires that either all bus stop pairs that include Bakersfield either be open or all of them closed. For Route 12, to open bus stop pairs to/from Bakersfield, the Bakersfield-Tehachapi needs to be opened. SJJPA staff expressed that they hoped that Greyhound could view adding additional options for this market as complementary.

- On February 27, 2020 SJJPA e-mailed Greyhound (Gregory Cohen and Mark Watts) with more information regarding plans for SB 742 action for March 27. This included SJJPA staff's desire to open the Bakersfield-Tehachapi to bus-only ticketing. Staff prefers selecting a fare for the Bakersfield-Tehachapi bus stop pair similar to the price that has been proposed for the Bakersfield-Mojave fare (\$9.50). Another option would be to charge a higher fare than is being offered by Greyhound for the Bakersfield-Tehachapi bus stop pair. SJJPA staff noted that the Bakersfield-Tehachapi is not a large market (Greyhound offers only one trip with no service Tuesday and Wednesday) and that there already is a frequent low cost public service by Kern Transit in this market.
- On February 28, 2020 SJJPA received an e-mail response from Gregory Cohen that they are reviewing the SJJPA e-mail and would potentially be able to have a call on Tuesday (3/3) to discuss.
- On March 5, conference call with Gregory Cohen and Mark Watts. Based on this call staff decided to wait until after the March 27, 2020 Board Meeting to start selling bus-only tickets on Route 12 and to bring the issue of opening the Bakersfield-Tehachapi bus stop pair as an action item for the March 27, 2020 meeting. Greyhound needed more time to consider its response to this proposal by SJJPA staff.
- On March 12, 2020, staff e-mailed a copy of the draft staff report and attachments for opening the Bakersfield – Tehachapi bus stop pair for bus only ticketing to Gregory Cohen and Mark Watts.
- On March 13, 202 a conference call with Greyhound needed to be postponed due to more pressing issues related to the coronavirus crisis.

## **Local and Regional Public Transit Operators Communications:**

### **Kern Transit:**

- On March 13, 2020, staff e-mailed a copy of the draft staff report and attachments for opening the Bakersfield – Tehachapi bus stop pair for bus only ticketing to Bob Neath with Kern Transit.
- On March 13, 2020 Bob Neath responded that Kern Transit has “no objections” to the proposed action.

**SJJPA RESOLUTION 19/20-**

**RESOLUTION OF THE GOVERNING BOARD OF THE SAN JOAQUIN JOINT POWERS AUTHORITY TO ALLOW PASSENGERS TO PURCHASE BUS-ONLY TICKETS FOR THE BAKERSFIELD – TEHACHAPI BUS STOP PAIR**

WHEREAS, the San Joaquin Joint Powers Authority (SJJPA) is responsible for the administration of the San Joaquins intercity passenger rail service and its extensive Thruway Bus Network; and

WHEREAS, the SJJPA Staff has and will continue to conduct efforts to improve the operational and ridership performance of the San Joaquins Thruway Bus Network; and

WHEREAS, Senate Bill 742 (Allen) passed by the Legislature in September 2019 and signed by the Governor on October 8, 2019 removes portions of Section 14035.55 (Section 14035.55) of the CA Government Code which required state supported Amtrak Thruway bus passengers to have a rail trip as part of their ticket; and

WHEREAS, Section 14035.55(c) enables the Joint Power Authorities (San Joaquin, Capitol Corridor, and LOSSAN) to pick up and drop off passengers on their Amtrak intercity thruway bus routes without requiring them to have a train ticket as part of their trip; and

WHEREAS, the implementation of SB 742 provisions will increase revenues for the state at virtually no additional cost, will provide improved access to priority and underserved communities, and will reduce the amount of greenhouse gases and air pollution emissions by diverting trips that would have previously been taken by an automobile; and

WHEREAS, staff is proposing to continue the implementation of SB 742 with the Bakersfield-Tehachapi bus-stop pair which has minimal conflicts with other existing private and public intercity bus services. Approval for additional routes will be sought at future SJJPA Board Meetings until all of the routes are able to offer bus-only tickets; and

NOW, THEREFORE, BE IT RESOVLED that the Governing Board of the San Joaquin Joint Powers Authority hereby authorizes to allow passengers to purchase bus-only tickets for the Bakersfield – Tehachapi bus stop pair.

PASSED AND ADOPTED by the SJJPA on this 27<sup>th</sup> day of March 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

SAN JOAQUIN JOINT POWERS  
AUTHORITY

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STACEY MORTENSEN, Secretary

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VITO CHIESA, Chair

# SAN JOAQUIN JOINT POWERS AUTHORITY

March 27, 2020

## STAFF REPORT

Item 9

ACTION

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### **Approve a Resolution of the Governing Board of the San Joaquin Joint Powers Authority to Allow Passengers to Purchase Bus-Only Tickets on Route 1c (Bakersfield-West Los Angeles-Torrance), Route 19 (Bakersfield-Palm Springs-Indio-Hemet), and Route 40 (Merced-Los Banos-San Jose), Excluding the Bus Stop Pairs Listed in Table 5**

#### Background:

Senate Bill 742 (SB 742) was introduced by Senator Allen on February 22, 2019. SB 742 was passed by the Legislature in September 2019 and signed by the Governor on October 8, 2019. A purpose of SB 742 was to remove portions of Section 14035.55 of the CA Government Code which require state supported Amtrak Thruway bus passengers to have a rail trip as part of their ticket.

Section 14035.55(c) as amended enables the Joint Power Authorities (San Joaquin, Capitol Corridor, and LOSSAN) to pick up and drop off passengers on their Amtrak intercity thruway bus routes without requiring them to have a train ticket as part of their trip. Section 14035.55 as amended will increase revenues for the state at virtually no additional cost, will provide improved access to priority and underserved communities, and will reduce the amount of greenhouse gases and air pollution emissions by diverting trips that would have previously been taken by an automobile. This change will also provide better utilization of current infrastructure and reduce congestion on some of the nation's most congested freeways.

As discussed at the November 22, 2019 SJJPA Board Meeting, the implementation of SB 742 will need to be phased in over time. It is not practicable to offer bus-only tickets on all Thruway bus routes at the same time. SJJPA started with a couple of existing regular routes without adding any additional stops that also have minimal conflicts with existing private intercity bus services. Approval for additional regular routes is being sought at subsequent SJJPA Board Meetings until all of the regular routes are able to offer bus-only tickets.

At the January 24, 2020 Board Meeting, SJJPA took action to initiate the implementation of SB 742 on Route 10 (Bakersfield – Oxnard – Santa Barbara) and Route 12 (Bakersfield – Lancaster – Victorville). For the March 27, 2020 Board Meeting, staff are recommending that the SJJPA take action to enable bus-only tickets on three additional routes: Route 1c (Bakersfield-West Los Angeles-Torrance), Route

19 (Bakersfield-Palm Springs-Indio-Hemet) and Route 40 (Merced-Los Banos-San Jose)

Route 1c: Bakersfield – West Los Angeles – Torrance:

The Bakersfield – West Los Angeles – Torrance route has stops at: Bakersfield, Santa Clarita/Newhall, Hollywood Burbank Airport, Van Nuys, Westwood, Westchester, El Segundo, and Torrance (see Figure 1). Route 1c has four daily round trips (see Attachment 1). Based on staff research, it appears that none of the existing bus stop pairs for Route 1c are served by other private bus operators. Airport Valet Express offers direct service between Bakersfield and LAX (the return trip is from Vans to Bakersfield and requires a separate shuttle ticket from LAX to Van Nuys), however, Route 1c does not stop at LAX. The closest Route 1c stop to LAX is Westchester which is 3.3 miles from LAX. Attachment 2 documents the Route 1c research and communications with private and public transit providers.

Kern Transit offers public bus service between Bakersfield and Santa Clarita. After consultation with Kern Transit, staff believes that offering bus-only tickets for Route 1c between Bakersfield and Santa Clarita would complement the Kern Transit in these markets, offering different travel times and a higher priced express service that increases options for potential passengers. Santa Clarita Transit offers frequent, low cost weekday service between Santa Clarita and Westwood, but they have expressed that they view opening Route 1c to this market complements their service. Consultation with the Big Blue Bus also concluded that their frequent local service between Westwood and Westchester complements SJJPA's Route 1c and they have no concerns with SJJPA providing bus-only ticketing along Route 1c. LA DOT has weekday commuter service between Westchester and El Segundo but it serves very different times of the day than Route 1c so staff recommends providing bus-only ticketing between Westchester and El Segundo.

LA Metro (Routes 165/164) offers frequent public bus services between Burbank Airport and Van Nuys. Staff proposes not to offer bus-only tickets between Burbank Airport and Van Nuys since this is a relatively short-distance market and this Route 1c bus stop pair is better served by LA Metro. Staff also proposes not to offer bus-only fares for the El Segundo – Torrance bus stop pair. Torrance Transit also offers frequent, low cost service between El Segundo and Torrance with similar travel times as Route 1c.

The proposed fare grid for Route 1c bus tickets is shown on Table 1. A minimum fare of \$5 is proposed. Fares are shown for only the bus stop pairs being proposed for selling bus tickets. Recent ridership by stop for Route 1c is shown on Table 2.

Figure 1: Route 1c

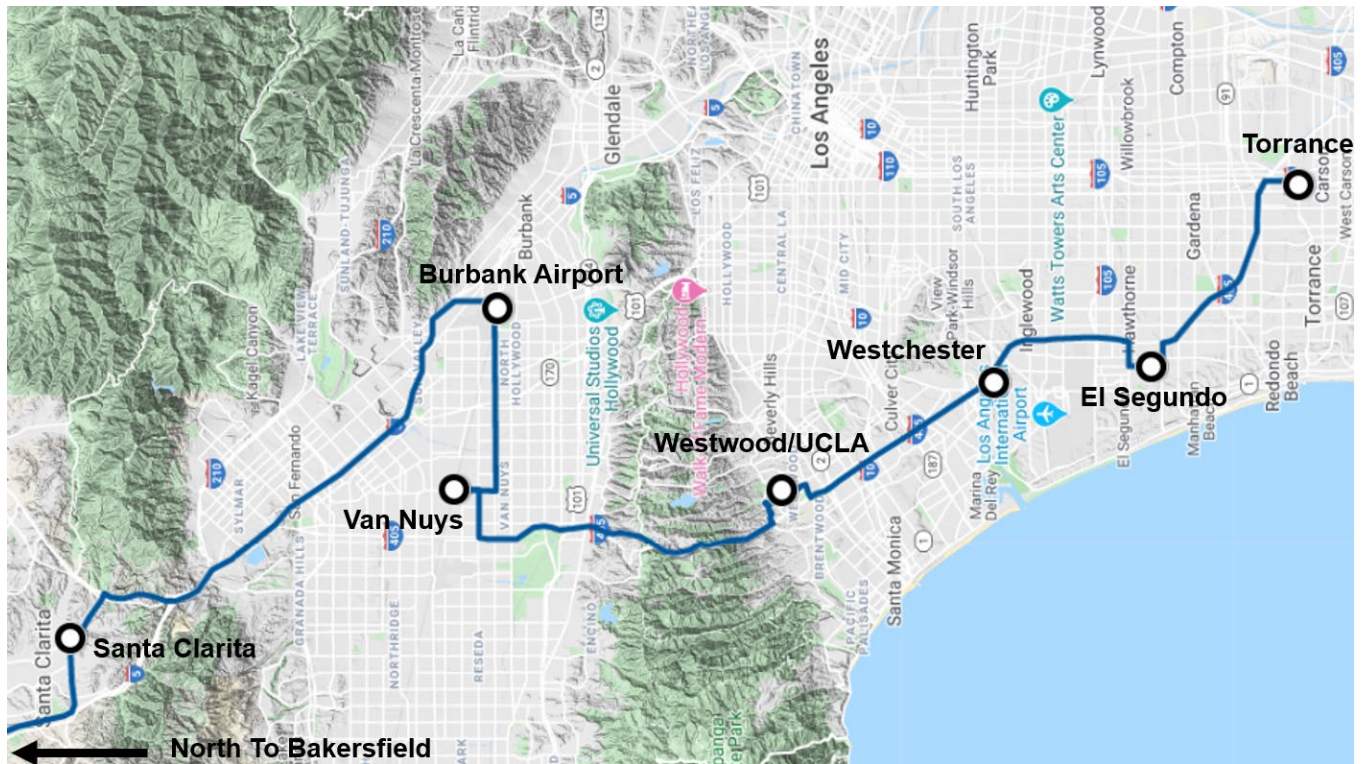


Table 1: Proposed Fare Grid for Route 1c

	Bakersfield	Santa Clarita-Newhall	Burbank (Hollywood Airport)	Van Nuys	Westwood-UCLA	Westchester	El Segundo	Torrance
		Rounded	Rounded	Rounded	Rounded	Rounded	Rounded	Rounded
Bakersfield		\$ 12.50	\$ 14.75	\$ 15.75	\$ 17.75	\$ 19.00	\$ 20.25	\$ 21.75
Santa Clarita-Newhall	\$ 12.50		\$ 5.00	\$ 5.00	\$ 5.00	\$ 7.00	\$ 8.25	\$ 9.50
Burbank (Hollywood Airport)	\$ 14.75	\$ 5.00			\$ 5.00	\$ 5.00	\$ 5.00	\$ 7.00
Van Nuys	\$ 15.75	\$ 5.00			\$ 5.00	\$ 5.00	\$ 5.00	\$ 6.00
Westwood-UCLA	\$ 17.75	\$ 5.00	\$ 5.00	\$ 5.00		\$ 5.00	\$ 5.00	\$ 5.00
Westchester	\$ 19.00	\$ 7.00	\$ 5.00	\$ 5.00	\$ 5.00		\$ 5.00	\$ 5.00
El Segundo	\$ 20.25	\$ 8.25	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00		
Torrance	\$ 21.75	\$ 9.50	\$ 7.00	\$ 6.00	\$ 5.00	\$ 5.00		

Table 2: Route 1c 2017 Ridership By Stop

Bus Stop	FY17 Ridership	FY17 Riders/Day
Santa Clarita/Newhall	7479	20.49
Burbank Airport	7443	20.39
Van Nuys	12741	34.91
Westwood/UCLA	9323	25.54
Westchester	634	1.74
El Segundo	769	2.11
Torrance	924	2.53
<b>Total</b>	<b>39313</b>	<b>107.71</b>

Route 19: Bakersfield – Palm Springs – Indio – Hemet:

The Bakersfield – Palm Springs- Indio - Hemet Route has stops at: Bakersfield, La Crescenta, Pasadena, Claremont, Ontario, Riverside, San Bernardino, Cabazon, Palm Springs, Palm Springs Airport, Palm Desert, La Quinta, Indio, Moreno Valley, Perris, Sun City/Menifee and Hemet (see Figure 2). Route 19 has four daily round trips, two of these are between Bakersfield and Indio, one is between Bakersfield and Hemet, and one is between Bakersfield and San Bernardino (see Attachment 1). For this existing route, based on internet research, it appears that most of the station pairs are not served by other private bus operators. Staff proposes the station pairs between Claremont and San Bernardino, Claremont and Palms Springs, Claremont and Palm Springs Airport, Claremont and Indio, San Bernardino and Palm Springs, San Bernardino and Palm Springs Airport, San Bernardino and Indio, Palm Springs and Indio, and Palm Springs Airport and Indio would not be available for bus-only tickets at this time since Greyhound already offers direct service to these market with similar (or greater) frequency and travel times. Greyhound offers only one daily direct round trip between Bakersfield and Indio and Flixbus has only one daily direct round trip between Montclair (near Ontario) and San Bernardino (that leaves Montclair at 1:15 am). Staff recommends opening Route 19 to bus-only ticketing for these markets that are not well service by other private (or public) providers. In addition, Flixbus has service between UC Riverside and Palm Springs, and UC Riverside and Palm Desert. Flixbus has four direct round trips between UC Riverside and Palm Springs on Friday, Saturday and Sunday, two direct round trips between UC Riverside and Palm Springs on Monday and Thursday and no direct round trips on Tuesday and Wednesday. Flixbus has two direct round trips between UC Riverside and Palm Desert on Monday, Thursday, Friday,

Saturday and Sunday, and no direct service between UC Riverside and Palm Desert on Tuesday and Wednesday. Based on coordination with Flixbus, staff recommend not opening Riverside – Palm Springs, Riverside – Palm Springs Airport, and Riverside – Palm Desert for bus-only tickets. Attachment 2 documents the Route 19 research and communications with private and public transit providers.

The Riverside Transit Agency offers frequent, low cost public bus service between several of the Route 19 bus stop pairs: Riverside – Perris, Riverside – Moreno Valley, Riverside- San Bernardino, Moreno Valley – Hemet, Perris – Hemet, Perris – Menifee/Sun City, Sun City/Menifee – Hemet, and Moreno Valley - Perris. Of these bus stop pairs served by Riverside Transit Agency, SJJPA staff only proposes opening Moreno Valley – Hemet where Route 19 offers much shorter travel times. The Sunline Transit Agency offers frequent, low cost public bus service between several of the Route 19 bus stop pairs: Palm Desert – Indio, Palm Springs – Indio, Palm Desert – Palm Springs Airport, Palm Desert – Palm Springs, Palm Springs Airport – La Quinta, Palm Springs – La Quinta, and Palm Springs – Palm Springs Airport. Staff proposes to not open these bus stop pairs served by Sunline Transit Agency. Metrolink commuter rail service has frequent low cost service between the following markets served by Route 19: Claremont – San Bernardino, Riverside – Ontario (East), Perris – Moreno Valley, Riverside – Moreno Valley, Riverside – Perris, and Riverside – San Bernardino. Of these markets serviced by Metrolink, staff only proposes opening the Riverside – Ontario bus stop pair since the Metrolink Ontario station is more than 5 miles from the Route 1c Ontario bus stop (which is very near City Hall).

The proposed fare grid for Route 19 bus tickets is shown on Attachment 3 (it needed to be in a separate document because it is a large table). A minimum fare of \$5 is proposed. Fares are shown for only the bus stop pairs being proposed for selling bus tickets. Ridership for 2017 by stop for Route 19 is shown on Table 3.

**Figure 2**

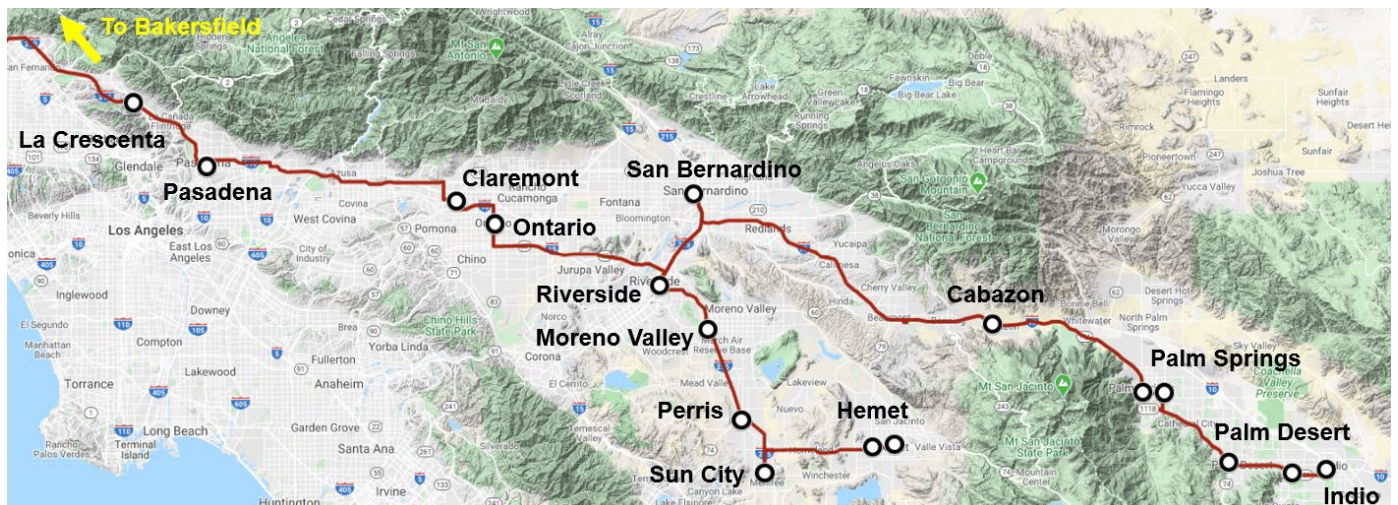




Table 3: Route 19 2017 Ridership By Stop

Bus Stop	FY17 Ridership	FY17 Riders/Day
La Crescenta	528	1.45
Pasadena	5663	15.52
Claremont	4839	13.26
Ontario	6938	19.01
Riverside	10234	28.04
San Bernardino	10258	28.10
Cabazon	268	0.73
Palm Springs (Airport)	1308	3.58
Palm Springs (Downtown)	596	1.63
Palm Desert	460	1.26
Indio	1810	4.96
Moreno Valley	821	2.25
Perris	880	2.41
Sun City	552	1.51
Hemet	552	1.51
Hemet (Simpson Center)	684	1.87
<b>Total</b>	<b>46566</b>	<b>127.58</b>

Route 40: Merced – Los Banos – San Jose:

The new Merced – Los Banos – San Jose route has stops at: Merced, Los Banos, Gilroy, and San Jose (see Figure 3). Route 40 will be initiated later in 2020 with initially two daily round trips (see Attachment 1). This route is expected to ramp up to 7 daily round trips in the next few years. Based on staff research, it appears that Greyhound offers one direct round-trip between Los Banos and Gilroy, and Los Banos and San Jose, and several direct round-trips between Gilroy and San Jose. Staff proposes the bus stop pair between Gilroy and San Jose would not be available for bus-only tickets at this time since Greyhound already offers direct service to this market with greater frequency and similar travel times. The Gilroy – San Jose market is also served by Caltrain and Monterey-Salinas Transit.

Merced Transit Authority offers frequent public bus service between Merced and Los Banos. After consultation with Merced Transit Authority, staff believes that offering bus-only tickets for Route 40 between Merced and Los Banos would complement the Merced Transit Authority service in this market, offering different travel times and a higher priced express service that increases options for potential passengers.

The proposed fare grid for Route 40 bus tickets is shown on Table 4. A minimum fare of \$5 is proposed. Fares are shown for only the bus stop pairs being proposed for selling bus tickets.

Figure 3



Table 4: Proposed Fare Grid for Route 40

	Merced	Los Banos	Gilroy	San Jose
	Rounded	Rounded	Rounded	Rounded
Merced		\$ 5.00	\$ 12.50	\$ 17.25
Los Banos	\$ 5.00		\$ 7.00	\$ 11.75
Gilroy	\$ 12.50	\$ 7.00		
San Jose	\$ 17.25	\$ 11.75		

**Consultation and Coordination:**

Staff has consulted with and considered relevant local and regional public transit operators along Routes 1c, 19, and 40 to determine if a local or regional public transit operator can provide the planned service and attempt to avoid conflicts with existing public transit services. This coordination included: Kern Transit, Santa Clarita Transit, LA DOT, LA Metro, Torrance Transit, Riverside County Transportation Commission (RCTC), Riverside Transit Agency, Sunline Transit Agency, San Bernardino Associated

Governments (SANBAG), Metrolink, Merced County Association of Governments (MCAG), and Merced Transit Authority.

Staff is also making a good faith effort to coordinate with private motor carrier services to provide timely connections with intercity rail services, including through agreements to fund modifications or expansions of existing motor carrier services to better coordinate with existing rail services. Although there are minor conflicts with private carriers for Route 1c, 19, and 40, staff has been communicating with Greyhound, and Flixbus, and has been sending e-mails to Airport Valet Service. These efforts and the communications with local and regional public transit operators are documented in Attachment 2.

Staff has been working with Amtrak and coordinating with the Capitol Corridor, LOSSAN JPA and the California Intercity Passenger Rail Leadership Group on preparing for the implementation of SB 742.

Staff will continue to seek new partnerships with public or private bus operators with the goal of more efficient operations and allowing non-Amtrak passengers to utilize excess seating capacity on buses that connect with San Joaquins trains to save on operations costs (like the partnership being developed with Shasta Regional Transportation Agency for express service to Redding).

Staff requests the SJJPA take action to move forward with directing Amtrak to begin offering tickets to passengers on Route 1c, Route 19 and Route 40 who do not have a train trip as part of their ticket as authorized in Section 14035.55(c). Bus-only tickets (without a rail trip as part of the ticket) would not be offered on for the Route 1c, Route 19, and Route 40 bus stop pairs listed in Table 5.

**Table 5: Bus Stop Pair Exclusions for Bus-Only Ticketing:**

<b>Route 1c</b>	Burbank Airport-Van Nuys, and El Segundo – Torrance
<b>Route 19</b>	Claremont – San Bernardino, Claremont – Palm Springs, Claremont – Palm Springs Airport, Claremont – Indio, San Bernardino – Palm Springs, San Bernardino – Palm Springs Airport, San Bernardino – Indio, Palm Springs – Palm Springs Airport, Palm Springs – Indio, Palm Springs Airport – Indio, Riverside – Palm Springs, Riverside – Palm Springs Airport, Riverside – Palm Desert, Riverside – Perris, Riverside – Moreno Valley, Riverside – San Bernardino, Perris – Hemet, Perris – Menifee/Sun City, Perris – Moreno Valley, Sun City/Menifee – Hemet, Palm Desert – Indio, Palm Desert – Palm Springs, Palm Desert – Palm Springs Airport, Palm Springs – La Quinta, and Palm Springs Airport – La Quinta
<b>Route 40</b>	Gilroy – San Jose

Fiscal Impact:

Enabling bus-only tickets to be sold will result in increased Thruway bus ridership and additional revenue for the San Joaquins service.

Recommendation:

Approve a Resolution of the Governing Board of the San Joaquin Joint Powers Authority to Allow Passengers to Purchase Bus-Only Tickets on Route 1c (Bakersfield-West Los Angeles-Torrance), Route 19 (Bakersfield-Palm Springs-Indio-Hemet), and Route 40 (Merced-Los Banos-San Jose), Excluding the Bus Stop Pairs Listed in Table 5.

ATTACHMENT 1:

Schedules for Route 1c, Route 19 (Effective October 28, 2019) and Proposed Schedule for Route 40

Route 1c:

**Bakersfield • Van Nuys • West Los Angeles • Torrance**

710	712	714	716	San Joaquins Connecting Train Number		715	717	719	703		
5910	5912	5914	5916	Thruway Number		5915	5917	5919	5903		
Daily	Daily	Daily	Daily	▼	Days of Operation	▲	Daily	Daily <sup>(16)</sup>	Daily <sup>(16)</sup>	Daily <sup>(16)</sup>	
2 05P	4 05P	6 05P	8 05P	Dp	Bakersfield, CA–Amtrak Station	Ar	11 55A	1 55P	3 55P	5 50P	
D3 40P	D5 40P	D7 40P	D9 40P	↓	Santa Clarita-Newhall, CA–Metrolink Sta.	↑	R9 55A	R11 55A	R1 45P	R3 25P	
D4 05P	D6 05P	D8 05P	D10 05P		Hollywood Burbank Air., CA–Amtrak Sta. ✈		R9 30A	R11 30A	R1 20P	R3 00P	
4 30P	6 30P	8 30P	D10 30P		Van Nuys, CA–Amtrak Station (See note)		9 10A	11 10A	1 00P	2 40P	
D5 05P	D7 05P	D9 05P	D11 05P		Westwood-UCLA, CA–Gayley & Strathmore		R8 35A	R10 35A	R12 25P	R2 05P	
D5 30P	D7 30P	D9 30P	D11 30P		Westchester, CA–Culver City Transit			R10 05A	R11 55A	R1 35P	
D5 50P	D7 50P	D9 50P	D11 50P		El Segundo, CA–Douglas Green Line Sta.			R9 45A	R11 35A	R1 15P	
6 15P	8 15P	10 15P	12 15A		Ar		Torrance, CA–Alpine Village	Dp	9 30A	11 20A	1 00P

Route 19:

**Bakersfield • Palm Springs • Indio • Hemet**

702	710	712	716	San Joaquins Connecting Train Number		713	715	717	719	
5402	5410	5412	5416	Thruway Number		5413	5415	5417	5419	
Daily	Daily	Daily	Daily	▼	Days of Operation	▲	Daily	Daily	Daily	Daily
12 05P	2 05P	4 05P	8 05P	Dp	Bakersfield, CA–Amtrak Station	Ar	7 55A	11 55A	1 55P	3 55P
D2 10P	D3 55P	D5 55P	D9 55P	↓	La Crescenta, CA–I-210 Fwy./Honolulu & Lowell	↑	R5 15A	R9 40A	R11 45A	R1 30P
D2 25P	D4 10P	D8 10P	D10 10P		Pasadena, CA–Hilton		R4 45A	R9 15A	R11 20A	R1 05P
D3 15P	D5 00P	D7 00P	D11 00P		Claremont, CA–Metrolink Station		R4 00A	R8 35A	R10 40A	R12 30P
**D3 30P	D5 15P	D7 15P	**D11 15P		Ontario, CA–Amtrak Station		R3 40A	R8 10A	R10 15A	R12 05P
D4 15P	D6 05P	D8 05P	D11 40P		Riverside, CA–Metrolink Station		R3 15A	R7 45A	*R9 20A	R11 45A
D3 50P	D5 35P	D7 35P	D11 59P		San Bernardino, CA–Amtrak Station		2 55A	R7 25A	R9 50A	R11 25A
D4 55P		D8 45P			Cabazon, CA–Morongo Casino			R6 20A		R10 30A
D5 25P		D9 10P			Palm Springs, CA–Downtown SunLine Transit			R6 55A		R9 55A
D5 30P		D9 15P			Palm Springs, CA–Airport ✈			R5 50A		R9 50A
D6 00P		D9 40P			Palm Desert, CA–SunLine Transit Stop			R5 20A		R9 20A
D6 10P		D9 55P		La Quinta, CA–SunLine Transit Stop		R5 10A		R9 10A		
6 20P		10 00P		Indio, CA–behind Denny’s Restaurant		5 00A		9 00A		
	D6 30P			Moreno Valley, CA–Metrolink Station				R8 55A		
	D6 45P			Perris, CA–Downtown Metrolink Station				R8 40A		
	D7 00P			Sun City/Menifee, CA–Menifee Comm. Cupbd.				R8 25A		
	D7 20P			Hemet, CA–3246 W. Florida Ave.				R8 00A		
	7 25P			–Simpson Center	Dp			7 50A		

# Route 40:

Proposed Schedule:

Merced - San Jose Southbound			Merced - San Jose Northbound		
Train #	710	704	Train #	713	719
San Jose	7:50 AM	3:50 PM	Merced	11:30 AM	7:30 PM
Gilroy	8:25 AM	4:25 PM	Los Banos	12:30 PM	8:30 PM
Los Banos	9:20 AM	5:20 PM	Gilroy	1:25 PM	9:25 PM
Merced	10:30 AM	6:30 PM	San Jose	2:00 PM	10:00 PM

## **ATTACHMENT 2**

### **Documentation of Route 1c, Route 19, and Route 40 Research and SJJPA Efforts to Communicate and Coordinate with Private and Public Motor Carrier Services along Routes 1c, 19, and 40:**

#### **Route 1c, Route 19 and Route 40 Research:**

An internet search was done for all potential bus stop pairs along Route 1c, Route 19, and Route 40 using Google. In addition, searches were done directly on the Greyhound and Flixbus websites for each of the potential bus stop pairs along Route 1c, Route 19, and Route 40. It was concluded that there are a relatively few potential conflicts with private bus carriers for these routes. There are no bus stop pairs identified with direct service offered by Greyhound along Route 1c. For Route 19, Greyhound provides direct service for the following bus stop pairs: Bakersfield – Indio, Claremont-San Bernardino, Claremont-Palm Springs, Claremont-Indio, San Bernardino-Palm Springs, San Bernardino-Indio, and Palm Springs-Indio. For Route 40, Greyhound offers direct service between Gilroy and San Jose. Based upon the internet research, it appears that Flixbus and other private bus carriers do not offer direct regularly scheduled service to bus stop pairs on Route 1c and Route 40. Flixbus provides direct service on Route 19 on the following bus stop pairs: Ontario-San Bernardino, Riverside-Palm Springs, and Riverside-Palm Desert. Airport Valet Express offers direct service between Bakersfield and LAX (the return trip is from Van Nuys to Bakersfield – using a separate shuttle connection between LAX and Van Nuys). Airport Valet Express offers three round trips on the weekdays and one round trip on weekends. Route 1c does not directly serve LAX. The nearest Route 1c bus stop to LAX is Westchester which is 3.3 miles from LAX.

The internet searches found that there is some significant overlap with local and regional bus transit services. However, offering bus tickets on Route 1c, Route 19, and Route 40 complements the existing public bus services over large portions of the routes. For Route 1c: Kern Transit offers service between Bakersfield and Santa Clarita/Newhall; Santa Clarita Transit offers direct service between Santa Clarita and Westwood; LA Metro has frequent service between Burbank Airport and Van Nuys; the Big Blue Bus has frequent local service between Westwood and Westchester; LA DOT has frequent service between Westwood and El Segundo and Westchester and El Segundo; and Torrance Transit has frequent service between El Segundo and Torrance. For Route 19: Riverside Transit Agency serves Riverside-San Bernardino, Riverside-Perris, Moreno Valley-Perris, Moreno Valley-Hemet, Sun City/Menifee-Hemet; Sunline Transit Agency serves Palm Springs-Palm Desert, Palm Springs-La Quinta, Palm Springs-Indio, and Palm Desert-Indio, and Metrolink serves Claremont – San Bernardino, Riverside – Ontario (East), Riverside – San Bernardino, Riverside – Moreno Valley, Riverside – Perris, and Perris – Moreno Valley. For Route 40: Merced Transit Authority offers direct service between Merced and Los Banos; and Caltrain offers direct service between Gilroy and San Jose.

Bakersfield-West Los Angeles-Torrance (Route 1c) – Details regarding other services for each potential bus stop pair:

- Bakersfield – Santa Clarita-Newhall: No direct Greyhound service; no direct Flixbus service; **Kern Transit**, \$5 M-F 2 hours 10 minutes – 2 hours 30 minutes (vs. 1 hour 35 minutes); leaves Bakersfield (Amtrak Station) at 7:30 am, 10:00 am, 2:00 pm, 3:35 pm, and 5:15 pm (vs. 2:05 pm, 4:05 pm, 6:05 pm, and 8:05 pm for Route 1c), Kern Transit also has an express (1 hr 30 minutes) leaving Bakersfield Park & Ride at 4:05 am, and 5:05 am. Kern Transit returns from Santa Clarita at 7:45 am, 10:55 am, 1:15 pm, 5:00 pm, 6:30 pm express, and 7:50 pm express (vs. 9:55 am, 11:55 am, 1:45 pm, 3:25pm for Route 1c)
- Bakersfield – Hollywood Burbank Airport: No direct Greyhound service; no direct Flixbus; no other public service
- Bakersfield – Van Nuys: No Greyhound direct service, no direct Flixbus; no other direct public service.
- Bakersfield – Westwood: No direct Greyhound service; no direct Flixbus service; no other direct public service
- Bakersfield – Westchester: No direct Greyhound service; no direct Flixbus service; no other direct public service (Airport Valet Express provides direct service between Bakersfield and LAX. Departs Bakersfield M-F at 3:00 am, 10:00 am, 6:00 pm, SA-SU at 10:00 am only, 2.5 – 3 hours, \$59-62; returns from Van Nuys M-F leaving 7:00 am, 2:30 pm, 10:30 pm, SA-SU 2:30 pm only, 1.5 hours, \$49-52)
- Bakersfield – El Segundo: No direct Greyhound service; no direct Flixbus service; no other direct public service
- Bakersfield – Torrance: No direct Greyhound service; no direct Flixbus service; no other direct public service
- Santa Clarita – Burbank Airport: No direct Greyhound service; no direct Flixbus service; no direct public service (Metrolink goes from Santa Clarita to Downtown Burbank)
- Santa Clarita – Van Nuys; No direct Greyhound service; no direct Flixbus service; no other direct public service
- Santa Clarita – Westwood: No direct Greyhound service; no direct Flixbus service; **Santa Clarita Transit** \$4.50, M-F commute focused, 1 hour 30 min (vs 1 hour 25 min); leaves Santa Clarita Metrolink at 5:00 am, 5:14 am, 5:27 am, 5:44 am, 6:16 am, 6:31 am, 6:46 am (vs. 3:40 pm, 5:40 pm, 7:40 pm, and 9:40 pm for Route 1c); leaves Westwood at 4:05 pm, 4:30 pm, 5:00 pm, 5:30 pm, 6:00 pm, 6:57 pm, 7:50 pm (vs. 8:35 am, 10:35 am, 12:25 pm, and 2:05 pm for Route 1c); Reverse Commute leaves Santa Clarita at 2:45 pm, 3:11 pm, 3:41 pm, 4:11 pm, and 5:27 pm, and leaves Westwood at 7:02 am, 7:16 am, 8:00 am, 8:28 am, 1 hour 2 minutes
- Santa Clarita – Westchester: No direct Greyhound service; no direct Flixbus service; no other direct public service
- Santa Clarita – El Segundo: No direct Greyhound service, no direct Flixbus service; no other direct public service
- Santa Clarita – Torrance: No direct Greyhound service; no direct Flixbus service; no other direct public service



- Burbank Airport – Van Nuys: No direct Greyhound service, no direct Flixbus service; **LA Metro Bus #165/164**, 34- minutes, frequent (vs. 25 minutes)
- Burbank Airport – Westwood: No direct Greyhound service; no direct Flixbus service; no other direct public service
- Burbank Airport – Westchester: No direct Greyhound service; no direct Flixbus service; no other direct public service
- Burbank Airport – El Segundo: No direct Greyhound service; no direct Flixbus service; no other direct public service
- Burbank Airport – Torrance: No direct Greyhound service; no direct Flixbus service; no other direct public service
- Van Nuys – Westwood: No direct Greyhound service; no direct Flixbus service; no other direct public service
- Van Nuys – Westchester: No direct Greyhound service; no direct Flixbus service; no other direct public service
- Van Nuys – El Segundo: No direct Greyhound service; no direct Flixbus service; no other direct public service
- Van Nuys – Torrance: No direct Greyhound service; no direct Flixbus service; no other direct public service
- Westwood – Westchester: No direct Greyhound service; no direct Flixbus service; **Big Blue Bus** every 15 minutes, 1 hr 6 min (vs. 25 min) \$1.25
- Westwood – El Segundo: No direct Greyhound service; no direct Flixbus service; no direct public service to El Segundo (LAX Flyaway goes from Westwood to LAX hourly – Line 232)
- Westwood – Torrance: No direct Greyhound service; no direct Flixbus service; no other direct public service
- Westchester – El Segundo: No direct Greyhound service; no direct Flixbus service; **LA DOT 574** Commuter Express (weekday only M-F), 35 minutes (vs. 20 min), leaves Westchester at 6:19 am, 6:53 am, 7:23 am, 7:49 am, 8:19 am (vs. 5:30 pm, 7:30 pm, 9:30 pm, 11:30 pm for Route 1c)
- Westchester – Torrance: No direct Greyhound service; no direct Flixbus service; no other direct public service
- El Segundo – Torrance: No direct Greyhound service; no direct Flixbus service; **Torrance Transit** 36 min (vs. 25 min) \$1 frequent

Bakersfield-Palm Springs-Indio - Hemet (Route 19) – Details regarding other services for each potential bus stop pair:

- Bakersfield – La Crescenta: No direct Greyhound service; no direct Flixbus service; no public service
- Bakersfield – Pasadena: No direct Greyhound service; no direct Flixbus service; no public service
- Bakersfield – Claremont: No direct Greyhound service; no direct Flixbus service; no public service
- Bakersfield – Ontario: No direct Greyhound service; no direct Flixbus service; no public service
- Bakersfield – Riverside: No direct Greyhound service; no direct Flixbus service; no public service

- Bakersfield – San Bernardino: No direct Greyhound service; no direct Flixbus service; no public service
- Bakersfield – Cabazon: No direct Greyhound service; no direct Flixbus service; no public service
- Bakersfield – Palm Springs (Downtown): no direct Greyhound service; no direct Flixbus service; no public service
- Bakersfield – Palm Springs (Airport): Same as above
- Bakersfield – Palm Desert: No direct Greyhound service; no direct Flixbus service; no public service
- Bakersfield – La Qunita; No direct Greyhound service; no direct Flixbus service; no public service
- Bakersfield – Indio: **Greyhound** offers 1 bus no transfer at 1:25 am, 5 hr 5 min, \$41; others 1 transfer \$37 – \$40, 5 hr 40 min – 7 hr 30 min (vs. 5 hr 55 min, one round trip leaving at 2:05 pm); no direct Flixbus service; no public service
- Bakersfield – Moreno Valley: No direct Greyhound service; no direct Flixbus service; no public service
- Bakersfield – Perris: No direct Greyhound service; no direct Flixbus service; no public service
- Bakersfield – Sun City/Menifee: No direct Greyhound service; no direct Flixbus service; no public service
- Bakersfield – Hemet: No direct Greyhound service; no direct Flixbus service; no public service
- La Crescenta – Pasadena: No direct Greyhound service, no direct Flixbus service; no public service
- La Crescenta – Claremont: No direct Greyhound service, no direct Flixbus service; no public service
- La Crescenta – Ontario: No direct Greyhound service, no direct Flixbus service; no public service
- La Crescenta – Riverside: No direct Greyhound service, no direct Flixbus service; no public service
- La Crescenta – San Bernardino: No direct Greyhound service, no direct Flixbus service; no public service
- La Crescenta – Cabazon: No direct Greyhound service, no direct Flixbus service; no public service
- La Crescenta – Palm Springs (Downtown): No direct Greyhound service, no direct Flixbus service; no public service
- La Crescenta – Palm Springs (Airport): No direct Greyhound service, No direct Flixbus service; no public service
- La Crescenta – Palm Desert: No direct Greyhound service, no direct Flixbus service; no public service
- La Crescenta – La Quinta: No direct Greyhound service, no direct Flixbus service; no public service
- La Crescenta – Indio: No direct Greyhound service, no direct Flixbus service; no public service
- La Crescenta – Moreno Valley: No direct Greyhound service, No direct Flixbus service; no public service
- La Crescenta – Perris: No direct Greyhound service; no direct Flixbus service; no public service
- La Crescenta – Sun City/Menifee: No direct Greyhound service, no direct Flixbus service; no public service
- La Crescenta – Hemet: No direct Greyhound service; no direct Flixbus service; no public service

- Pasadena – Claremont: No direct Greyhound service, no direct Flixbus service; no public service
- Pasadena – Ontario: No direct Greyhound service, no direct Flixbus service; no public service
- Pasadena – Riverside: No direct Greyhound service, no direct Flixbus service; no public service
- Pasadena – San Bernardino: No direct Greyhound service, no direct Flixbus service; no public service
- Pasadena – Cabazon: No direct Greyhound service, no direct Flixbus service; no public service
- Pasadena – Palm Springs (Downtown): No direct Greyhound service, no direct Flixbus service; no public service
- Pasadena – Palm Springs (Airport): No direct Greyhound service, no direct Flixbus service; no public service
- Pasadena – Palm Desert: No direct Greyhound service, no direct Flixbus service; no public service
- Pasadena – La Quinta: No direct Greyhound service, no direct Flixbus service; no public service
- Pasadena – Indio: No direct Greyhound service, no direct Flixbus service; no public service
- Pasadena – Moreno Valley: No direct Greyhound service, no direct Flixbus service; no public service
- Pasadena – Perris: No direct Greyhound service, no direct Flixbus service; no public service
- Pasadena – Sun City/Menifee: No direct Greyhound service, no direct Flixbus service; no public service
- Pasadena – Hemet: No direct Greyhound service, no direct Flixbus service; no public service
- Claremont – Ontario: No direct Greyhound service, No direct Flixbus service; no public service
- Claremont – Riverside: No direct Greyhound service, No direct Flixbus service; no public service
- Claremont – San Bernardino: **Greyhound** offers 35 minutes \$7 - \$12 (vs. 59 minutes), leaving at 8:50 am, 9:55 am, 10:05 am, 12:05 pm, 3:55 pm, 3:55 pm, 8:20 pm, 8:25 pm (vs. 3:15 pm, 5:00 pm, 7:00 pm, 11:00 pm for Route 19); no direct Flixbus serviced; **Metrolink** offers frequent public service
- Claremont – Cabazon: No direct Greyhound service, No direct Flixbus service; no public service
- Claremont – Palm Springs (Downtown): **Greyhound** offers 1 hr 55 min (vs. 2 hr 10 min) \$28 - \$42, leaving at 9:20 am, 3:00 pm, 8:10 pm (vs. 3:15 pm, 5:00 pm, 7:00 pm, 11:00 pm for Route 19); no direct Flixbus service, no public service
- Claremont – Palm Springs (Airport): same as above (**Greyhound**)
- Claremont – Palm Desert: No direct Greyhound service, no direct Flixbus service; no public service
- Claremont – La Quinta: No direct Greyhound, no direct Flixbus service; no public service
- Claremont – Indio: **Greyhound** offers 2 hr 10 min, \$19 (vs. 3 hr) leaving at 8:15 am, 9:20 am, 9:30 am, 3:00 pm, 3:20 pm, 8:10 pm (vs. 3:15 pm, 5:00 pm, 7:00 pm, 11:00 pm for Route 19); no direct Flixbus service; no public service
- Claremont – Moreno Valley: No direct Greyhound service, no direct Flixbus service; no public service
- Claremont – Perris: No direct Greyhound service, no direct Flixbus service; no public service
- Claremont – Sun City/Menifee: No direct Greyhound service, no direct Flixbus service; no public service
- Claremont – Hemet: No direct Greyhound service, no direct Flixbus service; no public service

- Ontario – Riverside: No direct Greyhound service, no direct Flixbus service; **Metrolink** offers frequent public service (Ontario East - 5.5 miles from Ontario Amtrak Station – Riverside)
- Ontario – San Bernardino: No direct Greyhound service; **Flixbus** offers one direct bus (departs from Montclair), \$5, 30 min (vs. 45 minutes), leaving at 1:15 am (vs. 3:30 pm, 5:15 pm, 7:15 pm, 11:15 pm for Route 19); no public service
- Ontario – Cabazon: No direct Greyhound service, no direct Flixbus service; no public service
- Ontario – Palm Springs (Downtown): No direct Greyhound service, no direct Flixbus service; no public service
- Ontario – Palm Springs (Airport): same as above; no public service
- Ontario – Palm Desert: No direct Greyhound service, no direct Flixbus service; no public service
- Ontario – La Quinta: No direct Greyhound service, no direct Flixbus service; no public service
- Ontario – Indio: No direct Greyhound serviced; no direct Flixbus service; no public service
- Ontario – Moreno Valley: No direct Greyhound service, no direct Flixbus service; no public service
- Ontario – Perris: No direct Greyhound service, no direct Flixbus service; no public service
- Ontario – Sun City/Menifee: No direct Greyhound service, no direct Flixbus service; no public service
- Ontario – Hemet: No direct Greyhound service, no direct Flixbus service; no public service
- Riverside – San Bernardino: No direct Greyhound service; no direct Flixbus service; **Riverside Transit Agency (Rt 200)** frequent service, 22 minutes (vs. 30 minutes for Route 19); **Metrolink** offers frequent service
- Riverside – Cabazon: No direct Greyhound service, no direct Flixbus service; no public service
- Riverside – Palm Springs (Downtown): No direct Greyhound service: **Flixbus** (UC Riverside) direct service 55 min (vs. 1 hr 10 minutes), \$9.99 normal fare (fares can go as high as \$19.99 – presumably only for very full buses, most days/times offered at \$9.99), service varies throughout the week, up to four round trips (F, Sa, Su), leaving approximately (varies) at 10:05 am, 5:00 pm, 8:55 pm, 11:55 pm (vs. 4:15 pm, 8:05 pm for Route 19), one round trip on Tuesday (leaving Riverside at 10:40 am), no direct service on Wednesday; no public service
- Riverside – Palm Springs (Airport): same as above
- Riverside – Palm Desert: No direct Greyhound service; **Flixbus** offers direct (UC Riverside), \$9.99 (see Riverside – Palm Springs regarding fares varying), 1 hr 25 min (vs. 1 hr 35 min), service varies throughout the week, Saturday and Sunday leaves Riverside at 5:00 pm, 8:55 pm (vs. 4:15 pm, 8:05 pm for Route 19), Monday leaves Riverside at 9:55 am, 4:35 pm, Thursday leaves Riverside at 10:05 am, 5:00 pm, 8:55 pm, Friday leaves Riverside at 9:50 am, 8:55 pm, no service on Tuesday and Wednesday.
- Riverside – La Quinta: No direct Greyhound service; no direct Flixbus service; no public service
- Riverside – Indio: No direct Greyhound service; no direct Flixbus service, no public service
- Riverside – Moreno Valley: No direct Greyhound service, No direct Flixbus service; **Riverside Transit Agency (Rt 16)** very frequent, 26 minutes (vs. 25 minutes for Route 19); \$1.75; **Metrolink** offers frequent service
- Riverside – Perris: No direct Greyhound service, no direct Flixbus service; **Riverside Transit Agency (Rt 22 + Rt 208 commuter M-F)** very frequent, 1hr 13 min (vs. 40 minutes for Route 19); \$1.75 local, \$3.50 commuter); **Metrolink** offers frequent service

- Riverside – Sun City/Menifee: No direct Greyhound service, no direct Flixbus service; no direct public service
- Riverside – Hemet: No direct Greyhound service, no direct Flixbus service; no public service
- San Bernardino – Cabazon: No direct Greyhound service, no direct Flixbus service; no public service
- San Bernardino – Palm Springs (Downtown): **Greyhound**: 1 hr 5 min \$22 - \$23 (vs. 1 hr 35 min), leaving at 10:10 am, 3:50 pm, 9:00 pm (vs. 3:50 pm, 5:35 pm, 7:35 pm, 11:59 pm for Route 19) ; no direct Flixbus service; no public service
- San Bernardino – Palm Springs (Airport): same as above (**Greyhound**)
- San Bernardino – Palm Desert: No direct Greyhound service, no direct Flixbus service; no public service
- San Bernardino – La Quinta: No direct Greyhound service, no direct Flixbus service; no public service
- San Bernardino – Indio: **Greyhound** offers \$13 - \$19, 1 hr 20 min – 1hr 35 min (vs. 2 hr 25 min), leaving at 9:05 am, 10:10 am, 10:20 am, 2:25 pm, 3:50 pm, 4:10 pm, 9:00 pm (vs. 3:50 pm, 5:35 pm, 7:35 pm, 11:59 pm for Route 19; no direct Flixbus service; no public service
- San Bernardino – Moreno Valley: No direct Greyhound service, no direct Flixbus service; no public service
- San Bernardino – Perris: No direct Greyhound service, no direct Flixbus service; no public service
- San Bernardino – Sun City/Menifee: No direct Greyhound service, no direct Flixbus service; no public service
- San Bernardino – Hemet: No direct Greyhound service, no direct Flixbus service; no public service
- Cabazon – Palm Springs (Downtown): No direct Greyhound service: no direct Flixbus service; no public service
- Cabazon – Palm Springs (Airport): same as above
- Cabazon – Palm Desert: No direct Greyhound service, no direct Flixbus service; no public service
- Cabazon – La Quinta: No direct Greyhound service, no direct Flixbus service; no public service
- Cabazon – Indio: No direct Greyhound service; no direct Flixbus service; no public service
- Palm Springs (Downtown) – Palm Springs (Airport): No direct Greyhound service, no direct Flixbus service; **Sunline Transit Agency (Rt 30)**, frequent (short distance)
- Palm Springs (Downtown) – Palm Desert: No direct Greyhound service, no direct Flixbus service, **Sunline Transit Agency (Rts 32 & 111)**, very frequent, 35 - 55 minutes (vs. 30 minutes), \$1.00
- Palm Springs (Downtown) – La Quinta: No direct Greyhound service, no direct Flixbus service; **Sunline Transit Agency (Rt 111)**, very frequent, 55 min (vs. 45 minutes), \$1.00
- Palm Springs (Downtown) – Indio: **Greyhound** offers 30 min, \$10 - \$14 (vs. 50 min), leaves Palm Springs at 11:15 am, 4:25 pm, 10:05 pm (vs. 5:30 pm, 9:15 pm for Route 19); no direct Flixbus service; **Sunline Transit Agency (Rt 111)**, very frequent, 1 hr 10 min (vs. 50 minutes), \$1.00
- Palm Springs (Airport) – Palm Desert: No direct Greyhound service; no direct Flixbus service; no direct public service
- Palm Springs (Airport) – La Quinta: No direct Greyhound service; no direct Flixbus service; no direct public service
- Palm Springs (Airport) – Indio: see above; no direct public service

- Palm Desert – La Quinta: No direct Greyhound service, no direct Flixbus service; no direct public service
- Palm Desert – Indio: No direct Greyhound service; no direct Flixbus service; **Sunline Transit Agency (Rts 111 & 54)**, very frequent, 35 minutes (vs. 20 minutes), \$1.00
- Moreno Valley – Perris: No direct Greyhound service, no direct Flixbus service; **Riverside Transit Agency (Rt 19/19A)**, frequent, 51 minutes (vs. 15 minutes); \$1.75; **Metrolink** offers frequent service
- Moreno Valley – Sun City/Menifee: No direct Greyhound service, no direct Flixbus service; no direct public service
- Moreno Valley – Hemet: No direct Greyhound service, no direct Flixbus service; **Riverside Transit Agency (Rt 31)** frequent, 1 hr 45 min (vs. 50 minutes); \$1.75
- Perris – Sun City/Menifee: No direct Greyhound service, no direct Flixbus service; **Riverside Transit Agency (Rt 61)**, frequent, 16 minutes (vs. 15 minutes for Route 19), \$1.75
- Perris – Hemet: No direct Greyhound service, no direct Flixbus service; **Riverside Transit Agency (Rt 20)**, frequent, 37 minutes (vs. 35 minutes for Route 19), \$1.75
- Sun City/Menifee – Hemet: No direct Greyhound service, no direct Flixbus service; **Riverside Transit Agency (Rt 74)**, frequent, 23 minutes (vs. 20 minutes), \$1.75

Merced-Los Banos-San Jose (Route 40) – Details regarding other services for each potential bus stop pair:

- Merced – Los Banos: No direct Greyhound service; no direct Flixbus service; **Merced Transit Authority (The Bus)**, \$1.50, 1 hour 4 minutes, M-F leaves Los Banos at 6:15 am, 7:15 am, 8:15 am, 10:00 am, 2:30 pm, 5:30 pm, 7:09 pm, SA-Su leaves Los Banos at 8:15 am, 1:35 pm, 6:50 pm, M-F leaves Merced at 6:30 am, 8:15 am, 12:45 pm, 3:45 pm, 5:35 pm, 6:30 pm, SA-SU leaves Merced at 12:00 pm, 5:15 pm
- Merced – Gilroy: No direct Greyhound service; no direct Flixbus service; no other public service
- Merced – San Jose: No direct Greyhound service, no Flixbus direct service, no other public service
- Los Banos – Gilroy: **Greyhound** offers \$16 - \$23, 1 hr 50 minutes (vs. 55 min), leaves Los Banos at 5:00 pm (vs. 12:15 pm, 8:15 pm); no direct Flixbus; no other public service
- Los Banos – San Jose: **Greyhound** offers \$21-\$28, 1 hr 5 minutes (1 hr 35 min), leaves Los Banos at 5:00 pm (vs. 12:15 pm, 8:15 pm), no direct Flixbus service; no other public service
- Gilroy- San Jose: **Greyhound** offers \$14 - \$21, 45 minutes, leaves Gilroy at 5:25 am, 4:15 pm, 6:05 pm, 7:10 pm; no direct Flixbus service; **Caltrain** offers commuter rail service M-F, \$8.25, 53 minutes, leaves Gilroy at 6:06 am, 6:28 am, 7:06 am, **Monterey-Salinas Transit (Amtrak Thruway Bus #55/Greyhound)** \$12 (commuter \$6), M-F leaves Gilroy at 10:53 am, 4:13 pm, SA leaves Gilroy at 11:27 am, 3:36 pm, 5:35 pm, SU leaves Gilroy at 11:23 am, 3:43 pm, 5:30 pm

## **Private Carriers Communications:**

### **Greyhound:**

Greyhound representatives were very active in working with Senator Allen's office, Assembly Transportation Committee staff, and SJJPA staff in the development of amendments to SB 742. In coordinating the implementation of SB 742, SJJPA staff have continued to work with Greyhound on this issue.

- On February 20, 2020 SJJPA staff had an in-person meeting with Greyhound representatives (Gregory Cohen and Mark Watts) to discuss the implementation of SB 742. SJJPA staff discussed the upcoming March 27 SJJPA Board Meeting and the staff's strategy for a continued phased implementation of SB 742 with three additional routes (Route 1c, 19, and 40) that would have minimal conflicts with private intercity motor carriers. Staff let Greyhound know they would follow up with them as soon as staff had more details on these routes to being proposed next for SB 742 implementation. Staff also discussed opportunities to better coordinate services and provide timely connections as well as other potential opportunities for partnerships between the SJJPA and Greyhound. Greyhound and SJJPA will continue to work on potential partnerships and coordination.
- On February 27, 2020 SJJPA e-mailed Greyhound (Gregory Cohen and Mark Watts) with more information regarding plans for SB 742 action for March 27. This included draft research done for Routes 1c, 19 and 40 and suggested bus stop pairs to not open up to bus-only ticketing since they are already well served by Greyhound.
- On February 28, 2020 SJJPA received an e-mail response from Gregory Cohen that they are reviewing the SJJPA e-mail and would potentially be able to have a call on Tuesday (3/3) to discuss.
- On March 5, 2020 a conference call with Gregory Cohen and Mark Watts. Discussed Routes 1c, 19 and 40. SJJPA will provide draft staff report early the following week.
- On March 10, 2020 e-mailed Gregory Cohen and Mark Watts a copy of the draft staff report and attachments.
- On March 13, 2020 a conference call with Greyhound had to be postponed because of more pressing issues related to the coronavirus crisis.

### **Flixbus:**

Flixbus was not active in the development in SB 742, and SJJPA has been e-mailing and calling Flixbus regarding the implementation of SB 742 since early December 2019.

- On February 20, 2019, SJJPA staff received an e-mail from Joe Eyan with Flixbus requesting coordination with SJJPA regarding the implementation of SB 742 and provided his contact information.
- On February 28, 2020 SJJPA staff called Joe Eyan. Staff said that it would re-send previous information sent to Flixbus (including SB 742 text) and the information for the routes approved in January by the SJJPA for bus-only ticketing as well as information for routes being planned to

be opened at the March 27, 2020 Board Meeting. A tentative call was set up for Thursday (3/4) to discuss further.

- On February 28, 2020 SJJPA e-mailed Joe Eyan with Flixbus previous information sent to Flixbus and the draft research done for Routes 1c, 19, and 40. Staff reiterated the intension to request Board approval on March 27, 2020 for opening bus stop pairs on Routes 1c, 19, and 40.
- March 10, 2020 e-mailed Joe Eyan a copy of the draft Staff Report and attachments for opening Routes 1c, 19, and 40.
- March 10, 2020 call with Joe Eyan and another Flixbus staff member. Based on conversation with Flixbus it was agreed that SJJPA staff would recommend not opening Riverside – Palm Springs, Riverside – Palm Springs Airport, and Riverside – Palm Desert.
- March 10, 2020 e-mailed revised draft staff report to Joe Eyan based on input from Flixbus.

#### **Airport Valet Express:**

- On February 28, 2020 SJJPA e-mailed Airport Valet Express and requested a contact person to work with regarding the implementation of SB 742. SJJPA let Airport Valet Express know that it is planning on requesting Board action to enable bus-only ticketing on Route 1c at the March 27, 2020 SJJPA Board Meeting. While Route 1c does not have a stop at LAX, it does serve Westchester (which is 3.3 miles from LAX).
- On March 10, 2020 e-mailed Airport Valet Express a copy of the draft staff report and attachments.

#### **Local and Regional Public Transit Operators Communications:**

##### **Kern Transit:**

- On February 28, 2019, SJJPA staff e-mailed Bob Neath, Manager, Kern Regional Transit regarding SJJPA's proposed implementation of SB 742 for Routes 1c, 19 and 40 on March 27, 2020. SJJPA sent Mr. Neath draft research done for Routes 1c, 19 and 40. SJJPA requested contact information for the best person to work with at Santa Clarita Transit Agency.
- On March 2, 2020 received an e-mail from Bob Neath reiterating their support for offering travel options to passengers.

##### **Santa Clarita Transit Agency:**

- On March 5, 2020 sent an e-mail to Adrian Agular with Santa Clarita Transit regarding SJJPA's proposed implementation of SB 742 for Routes 1c, 19 and 40 on March 27, 2020. SJJPA sent Mr. Agular draft research done for Routes 1c, 19 and 40 and requested a date/time to talk the following week.
- On March 10, 2020 e-mailed Adrian Agular a copy of the draft staff report and attachments.
- On March 13, 2020 talked with Adrian Agular with Santa Clarita Transit Agency. Adrian informed staff that they are supportive of additional transit options. They are interested in working with SJJPA to add a Santa Clarita stop on Route 10 (Bakersfield-Santa Barbara).

##### **Big Blue Bus:**

- On March 5, 2020 sent an e-mail to Edward King with Big Blue Bus regarding SJJPA's proposed implementation of SB 742 for Routes 1c, 19 and 40 on March 27, 2020. SJJPA sent Big Blue Bus



draft research done for Routes 1c, 19 and 40 and requested a date/time to talk the following week.

- On March 6, 2020 Big Blue Bus staff sent an e-mail response that they believe the Route 1c service complements their service and they have no objections to SJJPA offering bus-only fares.

#### **LA DOT:**

- On March 10, 2020 e-mailed LA DOT ([ladot@lacity.org](mailto:ladot@lacity.org)) a copy of the draft staff report and attachments and SB 742.

#### **Torrance Transit:**

- On March 10, 2020 e-mailed Torrance Transit ([Transit@TorranceCA.Gov](mailto:Transit@TorranceCA.Gov)) a copy of the draft staff report and attachments and SB 742.
- On March 17, 2020 called Torrance Transit to get a different e-mail address and resent e-mail to Torrance Transit. Forwarded e-mail from March 10 to [torrancetransit20@gmail.com](mailto:torrancetransit20@gmail.com)

#### **Sunline Transit Agency:**

- On March 5, 2020 RCTC forwarded Rohan Kuruppu the information SJJPA staff sent to RCTC on Route 19. Staff sent an e-mail requesting a call with Sunline Transit Agency.
- On March 10, 2020 e-mailed Rohan Kuruppu a copy of the draft staff report and attachments.
- On March 13, 2020 talked with Rohan Kuruppu with Sunline Transit Agency. Rohan let staff know that they will be opening a new line between Indio-Palm Desert-San Bernardino. They will be considering whether Route 19 service between Palm Desert and San Bernardino is complementary or not.

#### **Riverside Transit Agency:**

- On March 3, 2020 called (left message) and e-mailed Eric Ustation with Riverside Transit Agency information regarding SB 742 and provided SJJPA Route 19 schedule and draft research done for Route 19. Requested a meeting with Eric in the next week.
- Talked with Eric Ustation on March 5, 2020. Will be sending draft staff report to Eric the following week.
- On March 10, 2020 e-mailed Eric Ustation a copy of the draft staff report and attachments.

#### **LA Metro**

- On February 28, 2020 SJJPA e-mailed Will Ridder with LA Metro letting him know about the proposed routes (1c, 19, and 40) staff intend to bring to the Board on March 27, 2020 to enable additional bus-only tickets to be sold. SJJPA included draft research on Routes 1c, 19, and 40 and asked Will for the best staff person to contact at Santa Clarita Transit, Big Blue Bus, and Torrance Transit, and their contact information.

#### **Riverside County Transportation Commission (RCTC)**

- On February 28, 2020 staff sent an e-mail to Sheldon Peterson with RCTC. Sheldon is a member of the CIPR Leadership Group and is very familiar with SB 742. Staff included draft research on

Routes 1c, 19 and 40 and its intension to request action from the SJJPA Board to open up bus-only tickets on these routes at the March 27, 2020 Board Meeting. Staff requested contact information for Riverside Transit Agency and Sunline Transit Agency.

- Talked with Sheldon Peterson on March 5, 2020. RCTC is supportive of opening bus only ticketing on Route 19 and supports SJJPA's efforts to implement SB 742.

#### **San Bernardino Associated Governments (SANBAG)**

- On March 5, 2020 sent an e-mail to Carrie Schindler and Rebekah Soto with SANBAG. SJJPA staff provided information regarding SB 742 and draft research on Routes 1c, 19 and 40 and its intension to request action from the SJJPA Board to open up bus-only tickets on these routes at the March 27, 2020 Board Meeting.
- On March 10, 2020 e-mailed Carrie Schindler and Rebekah Soto a copy of the draft staff report and attachments.
- On March 13, 2020 talked with Ashely Izard regarding the material sent. Staff responded to SANBAG's questions.

#### **Metrolink**

- On March 16, 2020 e-mailed Darrell Maxey at Metrolink information regarding the proposed Route 19 and draft staff report and attachments for the March 27 SJJPA Board Meeting.
- On March 17, 2020 received a reply from Darrell Maxey that the e-mail had been forwarded to the appropriate staff for review.

#### **Merced County Association of Governments (MCAG)**

- On March 3, 2020 called Matt Fell and e-mailed Matt information regarding the proposed Route 40 and draft research done for this route. Requested information for the best contact person at Merced Transit Authority.
- On March 3, 2020 received contact information from Matt for Merced Transit Authority contact.

#### **Merced Transit Authority**

- On March 5, 2020 called (left message) and e-mailed Christine Chavez regarding the proposed Route 40 and draft research done for this route. Requested a call with her next week.
- On March 10, 2020 e-mailed Christine Chavez a copy of the draft staff report and attachments.

# Attachment 3: Route 19 Bus-Only Tickets Fare Grid

	Bakersfield	La Crescenta	Pasadena	Claremont	Ontario	Riverside	San Bernardino	Cabazon	Palm Springs (Downtown)	Palm Springs (Airport)	Palm Desert	La Quinta	Indio	Moreno Valley	Perris	Sun City/Menifee	Hemet	Hemet (Simpson Center)
		Rounded	Rounded	Rounded	Rounded	Rounded	Rounded	Rounded	Rounded	Rounded	Rounded	Rounded	Rounded	Rounded	Rounded	Rounded	Rounded	Rounded
Bakersfield		\$ 15.50	\$ 17.25	\$ 21.75	\$ 22.50	\$ 25.50	\$ 27.00	\$ 32.50	\$ 35.25	\$ 35.50	\$ 37.25	\$ 38.25	\$ 38.50	\$ 29.25	\$ 30.75	\$ 31.50	\$ 33.75	\$ 33.75
La Crescenta	\$ 15.50		\$ 5.00	\$ 6.75	\$ 7.50	\$ 10.50	\$ 12.50	\$ 17.50	\$ 20.25	\$ 20.50	\$ 22.25	\$ 23.25	\$ 23.50	\$ 14.25	\$ 15.75	\$ 16.50	\$ 18.75	\$ 19.00
Pasadena	\$ 17.25	\$ 5.00		\$ 5.00	\$ 5.00	\$ 8.75	\$ 10.25	\$ 15.75	\$ 18.50	\$ 18.75	\$ 20.25	\$ 21.00	\$ 21.75	\$ 12.50	\$ 13.50	\$ 14.75	\$ 16.50	\$ 17.00
Claremont	\$ 21.75	\$ 6.75	\$ 5.00		\$ 5.00	\$ 5.00		\$ 11.25			\$ 15.75	\$ 17.00		\$ 8.00	\$ 9.50	\$ 10.25	\$ 12.50	\$ 12.75
Ontario	\$ 22.50	\$ 7.50	\$ 5.00	\$ 5.00		\$ 5.00	\$ 5.00	\$ 10.25	\$ 13.00	\$ 13.25	\$ 14.75	\$ 15.75	\$ 16.25	\$ 7.00	\$ 8.50	\$ 9.50	\$ 11.25	\$ 11.50
Riverside	\$ 25.50	\$ 10.50	\$ 8.75	\$ 5.00	\$ 5.00			\$ 7.25				\$ 12.75	\$ 13.25			\$ 6.50	\$ 8.25	\$ 8.50
San Bernardino	\$ 27.00	\$ 12.50	\$ 10.25		\$ 5.00			\$ 5.00			\$ 10.25	\$ 11.25		\$ 5.00	\$ 5.00	\$ 5.00	\$ 6.75	\$ 7.00
Cabazon	\$ 32.50	\$ 17.50	\$ 15.75	\$ 11.25	\$ 10.25	\$ 7.25	\$ 5.00		\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 6.50					
Palm Springs (Downtown)	\$ 35.25	\$ 20.25	\$ 18.50		\$ 13.00			\$ 5.00										
Palm Springs (Airport)	\$ 35.50	\$ 20.50	\$ 18.75		\$ 13.25			\$ 5.00										
Palm Desert	\$ 37.25	\$ 22.25	\$ 20.25	\$ 15.75	\$ 14.75		\$ 10.25	\$ 5.00				\$ 5.00						
La Quinta	\$ 38.25	\$ 23.25	\$ 21.00	\$ 17.00	\$ 15.75	\$ 12.75	\$ 11.25	\$ 5.00			\$ 5.00		\$ 5.00					
Indio	\$ 38.50	\$ 23.50	\$ 21.75		\$ 16.25	\$ 13.25		\$ 6.50				\$ 5.00						
Moreno Valley	\$ 29.25	\$ 14.25	\$ 12.50	\$ 8.00	\$ 7.00		\$ 5.00									\$ 5.00	\$ 5.00	\$ 5.00
Perris	\$ 30.75	\$ 15.75	\$ 13.50	\$ 9.50	\$ 8.50		\$ 5.00											\$ 5.00
Sun City/Menifee	\$ 31.50	\$ 16.50	\$ 14.75	\$ 10.25	\$ 9.50	\$ 6.50	\$ 5.00							\$ 5.00				\$ 5.00
Hemet	\$ 33.75	\$ 18.75	\$ 16.50	\$ 12.50	\$ 11.25	\$ 8.25	\$ 6.75							\$ 5.00				\$ 5.00
Hemet (Simpson Center)	\$ 33.75	\$ 19.00	\$ 17.00	\$ 12.75	\$ 11.50	\$ 8.50	\$ 7.00							\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	

## **SJJPA RESOLUTION 19/20-**

### **RESOLUTION OF THE GOVERNING BOARD OF THE SAN JOAQUIN JOINT POWERS AUTHORITY TO ALLOW PASSENGERS TO PURCHASE BUS-ONLY TICKETS ON ROUTE 1C (BAKERSFIELD-WEST LOS ANGELES-TORRANCE), ROUTE 19 (BAKERSFIELD-PALM SPRINGS-INDIO-HEMET), AND ROUTE 40 (MERCED-LOS BANOS-SAN JOSE), EXCLUDING THE BUS STOP PAIRS LISTED IN TABLE 5 IN THE STAFF REPORT**

WHEREAS, the San Joaquin Joint Powers Authority (SJJPA) is responsible for the administration of the San Joaquins intercity passenger rail service and its extensive Thruway Bus Network; and

WHEREAS, the SJJPA Staff has and will continue to conduct efforts to improve the operational and ridership performance of the San Joaquins Thruway Bus Network; and

WHEREAS, Senate Bill 742 (Allen) passed by the Legislature in September 2019 and signed by the Governor on October 8, 2019 removes portions of Section 14035.55 (Section 14035.55) of the CA Government Code which required state supported Amtrak Thruway bus passengers to have a rail trip as part of their ticket; and

WHEREAS, Section 14035.55(c) enables the Joint Power Authorities (San Joaquin, Capitol Corridor, and LOSSAN) to pick up and drop off passengers on their Amtrak intercity thruway bus routes without requiring them to have a train ticket as part of their trip; and

WHEREAS, the implementation of SB 742 provisions will increase revenues for the state at virtually no additional cost, will provide improved access to priority and underserved communities, and will reduce the amount of greenhouse gases and air pollution emissions by diverting trips that would have previously been taken by an automobile; and

WHEREAS, staff is proposing to continue the implementation of SB 742 with Route 1c (Bakersfield-West Los Angeles-Torrance), Route 19 (Bakersfield-Palm Springs-Indio-Hemet), and Route 40 (Merced-Los Banos-San Jose) which have minimal conflicts with other existing private intercity bus services. Approval for additional routes will be sought at future SJJPA Board Meetings until all of the routes are able to offer bus-only tickets; and

WHEREAS, based on review of other services in the Route 1c, Route 19, and Route 40 corridors and coordination with potentially impacted private motor carriers and local and regional public transit agencies the following existing bus stop pairs will not be open for bus-only tickets without future action by the SJJPA: Burbank Airport-Van Nuys, El Segundo – Torrance, Claremont – San Bernardino, Claremont – Palm Springs, Claremont – Palm Springs Airport, Claremont – Indio, San Bernardino – Palm Springs, San Bernardino – Palm Springs Airport, San Bernardino – Indio, Palm Springs – Palm Springs Airport, Palm Springs – Indio, Palm Springs Airport – Indio, Riverside – Palm Springs, Riverside – Palm Springs Airport, Riverside – Palm Desert, Riverside – Perris, Riverside – Moreno Valley, Riverside – San Bernardino, Perris – Hemet, Perris – Menifee/Sun City, Perris – Moreno Valley, Sun City/Menifee – Hemet, Palm Desert –

Indio, Palm Desert – Palm Springs, Palm Desert – Palm Springs Airport, Palm Springs – La Quinta, Palm Springs Airport – La Quinta, and Gilroy – San Jose as listed in Table 5 of the staff report; and

NOW, THEREFORE, BE IT RESOVLED that the Governing Board of the San Joaquin Joint Powers Authority hereby authorizes to allow passengers to purchase bus-only tickets on Route 1c (Bakersfield-West Los Angeles-Torrance), Route 19 (Bakersfield-Palm Springs-Indio-Hemet), and Route 40 (Merced-Los Banos-San Jose), excluding the bus stop pairs listed in Table 5 in the staff report.

PASSED AND ADOPTED by the SJJPA on this 27<sup>th</sup> day of March 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

SAN JOAQUIN JOINT POWERS  
AUTHORITY

\_\_\_\_\_  
STACEY MORTENSEN, Secretary

\_\_\_\_\_  
VITO CHIESA, Chair

**SAN JOAQUIN JOINT POWERS AUTHORITY**

March 27, 2020

STAFF REPORT

**Item 10**

**ACTION**

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**Approve a Resolution of the Governing Board of the San Joaquin Joint Powers Authority Authorizing the Executive Director or Director of Capital Projects to Execute Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements, and/or Intercity Rail Passenger Facility Contracts for State Funded Transportation Projects**

Background:

The State administers numerous funding programs that provide critical funding for transportation projects throughout the San Joaquins Corridor, with many of the programs administered by the Department of Transportation (Caltrans) and the California Transportation Commission (CTC). One such example is the Interregional Transportation Improvement Program (ITIP), which is a program of projects funded through the biennial State Transportation Improvement Program (STIP). The purpose of the ITIP is to improve interregional mobility for people and goods across the State of California on highway and passenger rail corridors of strategic importance.

As part of the process for receiving funds from certain programs, such as the ITIP, SJJPA is required to execute agreements with the administering agency. To streamline the process, it is being requested that the Executive Director and Director of Capital Projects be given authority to sign and execute these sorts of agreements. Any and all contracts expending funds will be brought to the Board for approval.

Fiscal Impact:

There is no fiscal impact. Approval will enable the receipt of funding for the completion of projects along the San Joaquins Corridor and all contracts expending funds will be brought to the Board for approval.

Recommendation:

Approve a Resolution of the Governing Board of the San Joaquin Joint Powers Authority Authorizing the Executive Director or Director of Capital Projects to Execute Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements, and/or Intercity Rail Passenger Facility Contracts for State Funded Transportation Projects.

**SJJPA RESOLUTION 19/20-**

**RESOLUTION OF THE GOVERNING BOARD OF THE SAN JOAQUIN JOINT POWERS AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR OR DIRECTOR OF CAPITAL PROJECTS TO EXECUTE MASTER AGREEMENTS, PROGRAM SUPPLEMENTAL AGREEMENTS, FUND EXCHANGE AGREEMENTS, FUND TRANSFER AGREEMENTS, AND/OR INTERCITY RAIL PASSENGER FACILITY CONTRACTS FOR STATE FUNDED TRANSPORTATION PROJECTS**

WHEREAS, SJJPA is eligible to receive State funding for certain transportation projects; and

WHEREAS, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements Fund Transfer Agreements, and/or Intercity Rail Passenger Facility Contracts need to be executed with the California Department of Transportation or the California Transportation Commission before such funds could be claimed; and

WHEREAS, SJJPA would like to authorize the Executive Director or Director of Capital Projects to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements, Intercity Rail Passenger Facility Contracts, and any amendments thereto with the applicable State entity; and

NOW, THEREFORE, BE IT RESOLVED the Governing Board of the San Joaquin Joint Powers Authority Authorizes the Executive Director or Director of Capital Projects to Execute Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements, and/or Intercity Rail Passenger Facility Contracts for State Funded Transportation Projects.

PASSED AND ADOPTED, by the SJJPA this 27<sup>th</sup> day of March 2020, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

ATTEST:

SAN JOAQUIN JOINT  
POWERS AUTHORITY

\_\_\_\_\_  
STACEY MORTENSEN, Secretary

\_\_\_\_\_  
VITO CHIESA, Chair

**SAN JOAQUIN JOINT POWERS AUTHORITY**

March 27, 2020

**STAFF REPORT**

**Item 11**

**INFORMATION**

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**Update on Antioch Station**

Background:

The Antioch station has been part of the San Joaquins service since 1984. The small shelter at the station was built in 1990. In recent years, the shelter has become an area of concern as it has been in a consistent state of disarray.

In order to prevent transient use and promote a safer and more maintainable environment, SJJPA staff has coordinated with Amtrak and the City of Antioch to demolish the shelter structure.

The demo of the structure was completed in early September 2019. Amtrak took the lead as Project Manager. The work around the station included landscaping and beautifying the area which was completed in January 2020.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

This is an informational item. There is no action requested.



**SAN JOAQUIN JOINT POWERS AUTHORITY**

March 27, 2020

**STAFF REPORT**

**Item 12**

**INFORMATION**

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**Executive Director's Report**

Executive Director Stacey Mortensen will give the monthly Executive Director's report.

Fiscal Impact:

There is no fiscal impact.

Recommendation:

This is an informational item. There is no action requested.

**Federal Fiscal Year 2020  
Agreement for the Provision of Passenger Rail  
Service**

**Between**

**National Railroad Passenger Corporation**

**and**

**San Joaquin Joint Powers Authority**

**October 1, 2019**

# TABLE OF CONTENTS

## RECITALS

## AGREEMENT

Section 1	Definitions
Section 2	Service to be Provided
Section 3	Decisions Affecting Service
Section 4	Calculation of Costs and Schedule of Payments by the SJJPA
Section 5	Manner of Reconciliation and Reimbursement
Section 6	Defense of Claims
Section 7	Informal Dispute Resolution
Section 8	Arbitration
Section 9	Inspection and Audit
Section 10	Force Majeure
Section 11	Termination
Section 12	Notices
Section 13	General Correspondence
Section 14	Agreement Content
Section 15	Construction
Section 16	Severability
Section 17	Fair Employment Practices
Section 18	Confidentiality
Section 19	Compliance with Laws
Section 20	Employee Conduct, Discipline and Removal
Section 21	Approval
Section 22	Assignment
Section 23	Third Party Beneficiary
Section 24	Independent Contractor
Section 25	Non-Discrimination Clause
Section 26	Child Support Compliance Act
Section 27	Timelines
Section 28	Priority Hiring and Considerations
Section 29	State Prevailing Wage Rates

## LIST OF APPENDICES

- A. San Joaquin Rail Corridor – Corridor Description
- B. Service to be Provided: Train Route Description and Schedule
- C. National Railroad Passenger Corporation (Amtrak) – United States and International Trademark Registrations/Applications
- D. Budget and Payment Schedule
- E. Standards for Employee Conduct and Revenue Collection
- F. eCSI (Customer Satisfaction Indices)
- G. On-Time Performance Standards
- H. PRIIA Section 209 - Adopted Cost Methodology Policy
- I. Equipment (Rolling Stock): Availability and Serviceability Standards
- J. Standards for Station Maintenance
- K. Uniform Performance Standards – Adopted June 2014
- L. Required Reports
- M. California Equipment Deployment Summary
- N. Summary Invoice and Sample Reconciliation Statement
- O. Fair Employment Practices Addendum
- P. Amtrak Food and Beverage Operations
- Q. Standard Entry Permit for JPA Contractors or Agents
- R. Equipment Capital Agreement between Amtrak and Caltrans

## RECITALS

This agreement (“Agreement”) is made with reference to the following facts.

**THIS AGREEMENT** made as of the first day of October 2019, 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 San Joaquin Joint Powers Authority (hereinafter referred to as “SJJPA”), a joint powers authority (JPA) established under the laws of the State of California and as amended pursuant to Assembly Bill 1779 (Chapter 801, Statutes of 2012), established under the laws of the State of California and further described in Appendix A.

This Agreement complies with the provisions of California law (California Government Code § 14070.2, A.B.B. 1779, Galgiani, 2012) which authorize the State of California (hereinafter referred to as the “State”) to enter into agreements

with specified joint exercise of powers entities, including SJJPA, pursuant to which SJJPA assumed administrative and management responsibility for State-supported intercity passenger rail service within the San Joaquin Corridor.

The San Joaquin Corridor stretches 374 rail miles between Oakland and Bakersfield and Sacramento and serves 17 stations in the following communities: Oakland, Emeryville, Richmond, Martinez, Antioch, Stockton, Lodi, Sacramento, Modesto, Turlock/Denair, Merced, Madera, Fresno, Hanford, Corcoran, Wasco and Bakersfield. The San Joaquin Corridor also includes an extensive network of Thruway feeder buses which is further described in Appendix B.

SJJPA has requested that Amtrak provide passenger rail service and connecting Bus Feeder Service in and connecting to the San Joaquin Corridor as further described in Appendix B (hereinafter referred to as the “Service”); the cost of which will be borne by SJJPA subject to the Adopted 209 Methodology as updated through October 10, 2016 with changes approved by the State-Amtrak Intercity Passenger Rail Committee (SAIPRC).

For the period of October 1, 2019 through September 30, 2020, the Service will be provided through this Agreement.

All costs for the Service shall be reimbursed based on actual costs as documented and reported in the Amtrak Performance Tracking (APT) System for the associated “operating losses” (expenses not covered by revenue) of such Service.

The SJJPA 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 to the SJJPA by the State as set forth herein.

The SJJPA Agency and Amtrak (collectively referred to herein as the “Parties” and individually as a “Party”) are committed to providing a safe, high-quality, reliable passenger rail service at a reasonable cost, and are mutually pursuing ongoing cost reduction and revenue enhancement strategies which are intended to be applied to enhanced service.

The California Legislature approved the fiscal year 2019-2020 State budget on making available \$130.9 Million to support the operations of the Pacific Surfliner, Capitol Corridor and the San Joaquin intercity rail routes.

The Parties will work with the State, regional and local governments and agencies to concentrate on further improving the transportation services along and on the San Joaquin Corridor to ensure that the Service becomes an increasingly efficient part of the region’s transportation network.

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.

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.

The STB, in a decision dated April 14, 2012, adopted Amtrak’s proposed methodology to meet the requirements of PRIIA (the “Adopted 209 Methodology”), which methodology has been updated as of October 10, 2016, as approved by SAIPRC and is incorporated herein as Appendix H.

Provisions of the cost estimates and reconciliations for providing the Service are subject to the Adopted 209 Methodology.

## **AGREEMENT**

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

### **SECTION I. DEFINITIONS**

- 1.1 Allocated Revenues: means Passenger and Other Allocated Revenues as that term is defined in the Adopted 209 Methodology.
- 1.2 Amtrak: means the National Railroad Passenger Corporation.
- 1.3 Additional Service: means services other than those specifically included in this Agreement and Appendix B.
- 1.4 Additives shall have the meaning set forth in the Adopted 209 Methodology.
- 1.5 Agreement: means this federal fiscal year 2020 Agreement for the Provision of San Joaquin Intercity Passenger Rail Service and its Appendices between the San Joaquin Joint Powers Authority and the National Railroad Passenger Corporation.

- 1.6 Adopted 209 Methodology: means the single, nationwide standardized methodology for establishing and allocating operating and capital costs among the States and Amtrak, as approved by the Surface Transportation Board on April 4, 2012.
- 1.7 Amtrak Performance Tracking (APT) system: shall have the meaning set forth in the Adopted 209 Methodology.
- 1.8 Amtrak Purchase Order: is an order by which Amtrak purchases goods or services
- 1.9 Assessments: shall have the meaning set forth in Section 2(j)(i).
- 1.10 Continuation Period: means the provision for the continuation of this Agreement as outlined in Section 4(p).
- 1.11 Contract Bus Operator: shall have the meaning set forth in Section 2(i).
- 1.12 Equipment Capital Charges: shall have the meaning set forth in the Adopted 209 Methodology.
- 1.13 Incentives: shall have the meaning set forth in Section 2(j)(i).
- 1.14 Managing Agency: means the agency under contract with SJJPA to provide necessary administrative, professional and technical support to SJJPA and for the oversight of the San Joaquin Service and Corridor.
- 1.15 Marks: shall have the meaning set forth in Section 2(d).
- 1.16 Member Agency(ies): means those public entity members of SJJPA.
- 1.17 Monthly Reconciliation Statements: shall have the meaning set forth in Section 5(a).
- 1.18 Operating Cost: shall have the meaning set forth in Section 4(b).
- 1.19 Operating Loss: means expenses not covered by revenue.
- 1.20 Parties or Party: means the signatories to this Agreement including Amtrak/National Railroad Passenger Corporation and SJJPA
- 1.21 Performance Standards: shall have the meaning set forth in Section 2(j)(i).
- 1.22 Passenger Rail Investment and Improvement Act (PRIIA): means that federal statute found at P.L. 110-432, Div. B, Title II, §209, codified at 49 U.S.C. § 24101 et seq.
- 1.23 Route Advertising: shall have the meaning set forth in the Adopted 209 Methodology.
- 1.24 Route Cost: shall have the meaning set forth in the Adopted 209 Methodology.
- 1.25 San Joaquin Corridor: means the rail corridor which has its termini at Bakersfield, Oakland and Sacramento with intermediate train stations located in Kern County, Kings County, Fresno County, Madera County, Merced County, Stanislaus County, San Joaquin County, Sacramento County, Contra Costa County and Alameda County.
- 1.26 Service: shall have the meaning set forth in Section 2.
- 1.27 SJJPA: means the San Joaquin Joint Powers Authority, the public agency created and organized as a joint powers agency pursuant to Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California.
- 1.28 Standard Supporting Documentation: shall include all necessary supporting documentation to substantiate costs.

- 1.29 State: means the State of California, acting by and through its Department of Transportation.
- 1.30 Supplemental Agreements: means any written agreement between SJJPA and Amtrak that is not covered in this Agreement and may be necessary or requested for the Service.
- 1.31 Third Party Costs: shall have the meaning set forth in the Adopted 209 Methodology.



## **SECTION 2 – SERVICE TO BE PROVIDED**

- (a) Amtrak shall provide intercity passenger rail service in the San Joaquin Corridor as set forth in Appendix B hereto and substantially in accordance with the schedules prescribed therein. Except for safety, legal, or operational requirements, Amtrak shall not make changes to the Service without prior notice and approval from SJJPA. Amtrak shall not be required to increase or modify the schedule except as may be mutually agreed by the Parties. However, if SJJPA determines that a reduction in the demand for service that falls below a level comparable to the state investment, Amtrak shall not be required to increase the level of service except as may be mutually agreed to by the Parties and will require an amendment to Appendix B.
- (b) Amtrak shall not be required to provide passenger rail service on any other route additional to the route set forth in Appendix B hereto except pursuant to a mutually agreed and duly executed amendment to this Agreement, including an amended Appendix B. SJJPA may request Amtrak or others to conduct market analysis and studies for specific service changes. Should SJJPA request Amtrak to provide a market analysis for additional service or expanded service, the Parties agree to collaborate and to develop promptly a mutually agreed upon type and form of market analysis.
- (c) Amtrak shall diligently work to provide high quality, intercity passenger rail service. 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 which exists as of the date hereof. SJJPA will consult with Amtrak when requesting Amtrak to implement SJJPA directives impacting such things as menu items and prices, level of on-board amenities, fares, on-board operating policies (including procedures for disabled access, train crew procedures and stationing, and checked baggage service), and reservations requirements. Any such directive will be subject to the written approval of the Parties. Both Parties agree that in order to provide a consistent level of Service across all Amtrak-operated services, tariff related policies for San Joaquin Service (including age or membership restrictions to qualify for passenger-type discounts, and rules, procedures and fees for handling reservations, reservation cancellations, ticket exchanges, and ticket or payment refunds) will be handled consistent with Amtrak national tariff related policies. Amtrak will provide at least thirty (30) days written notice of any changes to the general tariff related policies. In the event that SJJPA submits a request for a new fares order program and Amtrak provides the new fare code to SJJPA and in event when the submitted fare code does not allow passengers to book the ticket under the promotional code as a result of Amtrak human error, SJJPA shall inform

Amtrak and Amtrak will have 48 hours to correct the issue. If the issue is not corrected in that timeframe, Amtrak shall reimburse SJJPA \$200 per day for each day the code is not available after the first 48 hours.

(d) Customer Experience

Amtrak and SJJPA agree that San Joaquin 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 SJJPA to transmit to the public, including information concerning any disruptions and resulting delays due to emergencies or major service disruptions, in the form of seat drops, station postings, public address announcements, electronic service advisories and visual messages.

Amtrak and SJJPA have a vested interest in providing San Joaquin customers with exceptional customer service. Amtrak shall assist in investigating and providing SJJPA with information regarding customer complaints. Amtrak shall designate personnel sufficient to meet SJJPA requirements for handling customer comments and complaints. Amtrak shall investigate passenger complaints and service-related observations by SJJPA staff or received by the SJJPA's customer touchpoints and provide a response to SJJPA. Responses to ADA complaints shall be issued within five business days. Amtrak shall confer on a weekly basis with SJJPA to review customer service report. SJJPA will provide Amtrak a weekly customer service report of comments received via SJJPA'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. SJJPA will refer non-San Joaquin comments and complaints to Amtrak.

AMTRAK shall provide SJJPA with the following report: a description of the incident based on the comment(s) from the customer; identifies the responsible party to respond to this incident and comment(s) with an anticipated timeline for delivery of the response, if any, to SJJPA and the customer; the response to SJJPA will identify the actions, if needed, that appropriately address and/or resolve the incident and customer comments, including any proposed changes or modifications to the Standard Operating Procedures (SOP's) or related documents.

The report may include transcriptions of comments made by customers about their experiences using the Service. SJJPA acknowledges that such comments reflect the subjective opinions and experiences of the parties making them; that they may contain personal or identifying information about AMTRAK employees, contractors or customers; and that AMTRAK

has a disciplinary process to investigate and respond to customer comments about the conduct of AMTRAK employees and contractors, such process being the appropriate venue for AMTRAK to investigate customer comments and determine the appropriateness of any disciplinary action.

As a condition of receiving transcriptions of customer comments, SJJPA agrees that such comments are Amtrak Confidential information, subject to the provisions of Section 18 of this Agreement. If SJJPA's treatment of customer comments does not comport with the provisions of Section 18 of this Agreement, AMTRAK may discontinue providing SJJPA with the customer comments.

Questions and comments regarding the customer comments report will be directed to the Amtrak Superintendent Operations. At no time shall SJJPA question AMTRAK onboard and station employees regarding customer comments received in the customer comments Report.

- (e) 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 SJJPA 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 SJJPA shall jointly approve the use of Amtrak's fares, ticket sales and reservation policies in California.

SJJPA will maintain the ability to establish promotional fares for passenger discounts for Amtrak sold travel tickets. SJJPA will maintain the ability to establish promotional fares for passenger discounts in the Amtrak system. Both parties agree that in order to 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) will be handled consistent with Amtrak national policies. Additionally, consistent with existing California law (Smart Ticketing Authority for California [Cal. Code 14036.6]), SJJPA 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.

- (f) **Trade and Service Marks:** The Parties shall cooperate for the purpose of effecting the continuing existence and use of the Service herein and shall

take such other actions 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 continue to market its long-distance service and National Brand through which efforts 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 San Joaquin JPA approval prior to installing any Amtrak general advertising onboard State Supported equipment, and such approval shall not be unreasonably conditioned, delayed or withheld. By mutual agreement between the Parties, confirmed in writing, Amtrak shall also arrange for advertising directed specifically to the Service (“Route Advertising”). The cost of such Route Advertising shall be borne by SJJPA as a Route Advertising cost, in accordance with the Adopted 209 Methodology, and will be subject to any changes to the Adopted 209 Methodology.

Each Party grants the other a limited, non-exclusive license to use its name, trade names, trademarks and service marks (collectively referred to as “Marks”), as further described in Appendix C, 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. Each Party agrees to comply with all of the other Party’s instructions regarding the other Party’s Marks. 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.

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 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, conditioned or

delayed, and in no event shall the time period to respond to a request for approval exceed fifteen (15) 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.

The Parties acknowledge that they each maintain websites and social media accounts promoting the Service, commonly referred to as the *San Joaquins*. In an effort to maintain consistent websites, each Party will timely notify the other of any updates or changes to their respective website.

- (g) The sections above notwithstanding, the Parties may work together on marketing campaigns and media advertising, advertising campaigns, and any advertising elements that may be included in the cost estimate as part of Appendix D.
- (h) **Extra Work:** The Parties may, from time to time, identify “extra work” consisting of (1) new or additional services requiring additional, unanticipated expenditures resulting from changes in the requirements set forth in this Agreement, including the Appendices; (2) new or additional services required to support and facilitate third party projects approved by SJJPA; and (3) projects of limited duration for which the services are not included in this Agreement or the Appendices (collectively, “Extra Work”).

Prior to undertaking any Extra Work, the Parties will document in writing the proposed scope of work, schedule, and shall agree upon the estimated direct and indirect cost of performing the Extra Work, and in accordance with the Adopted 209 Methodology if applicable. Any Extra Work will also be subject to a supplemental agreement or Amendment to this Agreement.

- (i) **Insurance:** Amtrak shall cause SJJPA, the Member Agencies, and the State to be named as additional insureds on applicable Amtrak excess liability insurance policies and as loss payees, as their interests may appear on property insurance policies, as they relate to the services being provided by Amtrak through this Agreement, including coverage for all State-owned rolling stock utilized in the operation of San Joaquin Service. Such excess liability and property insurance policies which will collectively be named the “Master Policies”. SJJPA shall pay its allocated share of the cost of the Master Policies, including an allocated cost for the self-insured retention under the excess liability insurance policies (currently \$25 million per occurrence), as part of Route Costs.

- (j) **Bus Feeder Service:** Amtrak agrees to provide the following feeder bus services as part of the budget and scope of services identified in Appendix B:
- i. Amtrak shall contract with one or more bus operators (“Contract Bus Operator(s)”) for the provision of connecting bus service between a station or stations served by the Service or other State-supported passenger rail service and other points, over such route(s) and in accordance with service levels as are specifically set forth in Appendix B. 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, or as modified by legislation shall be accepted for carriage. Amtrak shall observe all provisions set forth Section 14035.55 of the Government Code, unless otherwise modified by legislation in regard to Amtrak feeder buses. No checked baggage shall be carried, except between such specific points as may hereafter be agreed to by Amtrak and SJJPA. Changes in the aforesaid schedules(s) may be made, as necessary, to coordinate with changes in applicable San Joaquin train schedules, and/or changes to relevant connecting Pacific Surfliner bus and train schedules. Amtrak shall provide SJJPA an opportunity to provide input on the solicitations for Contract Bus Operators. Amtrak shall provide or make available for review copies of all bus service contracts. SJJPA may elect to have such services performed by others. Should the SJJPA’s election to have services performed by others result in early termination of a bus service contract(s), SJJPA shall be responsible for any termination costs incurred by Amtrak associated with early termination of such bus contract(s).
  - ii. By means of its standard form of Amtrak Purchase Order, Amtrak shall contract with a bus operator or operators for connecting bus service(s), as set forth in this Section 2 (ii) and Appendix B of this Agreement and also provide SJJPA a copy of each contract, purchase order or amendment thereto. Each such service shall commence on the applicable commencement date set forth in Appendix B hereto or date of execution of this Agreement, whichever is later, or a date of mutual agreement, and shall terminate without further notice upon expiration or termination of this Agreement; provided, however, that any such service may be terminated by Amtrak (with concurrence of SJJPA) or the Contract Bus Operator on seventy-five (75) day’s prior written notice; provided, further, that termination hereunder shall not relieve either Party hereto of financial obligations incurred prior to terminating. Provided, further, that breach of any of the conditions of subdivision (c) of Section 14035.55 of the Government Code shall be grounds for

termination of the State supported intercity passenger bus service. Prior to any termination by Amtrak, Amtrak will notify SJJPA of its intent to terminate.

- iii. Purchase Orders will not be revised during a term of contract, except for fuel cost adjustments as follows, service expansions or deletions per the request of SJJPA or a contract extension. All Purchase Order proposals for bus operations shall contain a separate identifiable fuel cost component, which shall be indexed based upon the Oil Price Information Services (OPIS) or the Energy Information Administration (EIA) index, with adjustments allowed, per the terms of the Purchase Order. During the period of contract performance, and depending on the terms of the respective Purchase Order, Amtrak will make an adjustment in contract value, in the manner specified below, should the OPIS/EIA average price per gallon increase or decrease by more than 10% in a three month period from the fuel price per gallon submitted with a bid.
  - (a) The three-month OPIS/EIA average price shall be subtracted from “OPIS/EIA average price” provided as part of the proposal (herein referred to as the base price) to determine the price differential.
  - (b) The price differential shall be converted to a percent. If the difference is more than 10% from the base price, in a three-month period depending on the terms of the respective Purchase Order, the amount above the 10% will be converted back to price per gallon (herein referred to as the differential price).
  - (c) The formulas for calculating the cost differential is:  
three months (cumulative daily route miles operated) X  
(differential price per gallon) / (fleet miles per gallon of fuel).
- iv. Amtrak shall provide SJJPA with details of all fuel adjustments made, including the computation of the three-month OPIS/EIA average. At the onset of any Amtrak procurement process soliciting bids for contract bus services, both Amtrak and SJJPA may jointly agree to modify the above provisions via an amendment to this Agreement. Amtrak assumes no financial risk in this regard, as excess fuel costs are absorbed jointly by the Contract Bus Operator and SJJPA.
- v. Each Contract Bus Operator will invoice Amtrak monthly for the cost of the applicable service hereunder. In the event additional bus miles are operated on a trip-by-trip basis as a result of a natural disaster or man-made road closure (or any other reason mutually agreed to by SJJPA and Amtrak confirmed in writing in advance where possible), said additional service shall be paid for at the established rate and will be

incorporated in a separate monthly invoice to Amtrak, accompanied by a written explanation documenting the date, time and necessity for the additional miles operated.

**vi. Rates for Short Non-Established Route Segments:**

Extra buses are sometimes required for segments of existing routes included in Appendix B for which there is no agreed-to price. Amtrak may pay for such extra bus segments in any of the following ways.

- (a) Amtrak may pay the Contract Bus Operator at the rate provided by the Amtrak Purchase Order for the shortest route segment that includes the segment to be covered by the extra bus. Amtrak will notify SJJPA of the rate to be paid for such extra bus segments by providing SJJPA with a written notice of such a negotiated rate which will be signed by Amtrak's Director of Bus Operations or other authorized representative; or
- (b) If Amtrak is able to negotiate with the Contract Bus Operator a limited time rate for such a short extra bus segment that will lower the cost of segments (as compared to the cost under subsection (a) above), Amtrak may pay the Contract Bus Operator for such extra segments based on that limited time rate. Amtrak will provide written notice to SJJPA of such a limited time rate with a provision of a notice to SJJPA of such negotiated rate including invoiced charges based on that rate, which will be signed by Amtrak's Director of Bus Operations or other authorized representative; or
- (c) If Amtrak is able to negotiate with the Contract Bus Operator for a negotiated rate for such an extra bus segment that will lower the cost of such extra bus segments (as compared to the cost under subsection a above), Amtrak may pay the Contract Bus Operator for such extra segments based on that negotiated rate. Amtrak will provide written notice to SJJPA of such a limited time rate with the provision of a notice to SJJPA of such negotiated rate including invoiced charges based on that rate, which will be signed by Amtrak's Director of Bus Operations or other authorized representative.



- (d) Amtrak may negotiate such rates under the preceding Sections Items vi(b) and vi(c) on the basis of multiple trips, daily usage, flat mileage, the cost of upgrading to a larger capacity bus, or any other reasonable basis.

**vii. Rates for Temporary and Long-Term Special Service due to Service Disruptions**

- (a) If natural disasters or other events cause bus service to be temporarily detoured or otherwise disrupted (30 days or less), Amtrak may secure special bus service from a Contract Bus Operator at the lowest available rate that provides service acceptable to Amtrak and SJJPA. If Amtrak determines that the Contract Bus Operator cannot provide any or all of the special service sought at a rate acceptable to Amtrak, Amtrak may secure such special bus service from one or more non-contract transportation providers (including taxi or van service providers) at the lowest available rate that provides service acceptable to Amtrak and SJJPA. Amtrak will notify the SJJPA of such special rates with any Contract Bus Operator and/or non-contract transportation providers by providing SJJPA with a written notice of such a negotiated rate and incorporating such rates, in all invoices which will be signed by Amtrak's Senior Manager of Bus Operations or other authorized Amtrak representative.
- (b) If natural disasters or other events cause long-term (expected to exceed 30 days) disruptions to bus service, Amtrak and SJJPA agree upon the basic level of service to be provided during such disruptions, and Amtrak may negotiate with a Contract Bus Operator for establishing or continuing special bus service at the lowest available rate that provides service acceptable to Amtrak and SJJPA. Amtrak will also obtain SJJPA's concurrence with such special long-term service arrangements prior to confirmation to the Contract Bus Operator. Such rates may cover additional route miles, extra equipment needed to provide service, driver housing, and any other additional elements involved in providing the special bus service. Amtrak will notify SJJPA of such special rates with any Contract Bus Operator by providing SJJPA written notice of such a negotiated rate and incorporating such rates, in all invoices which will be signed by Amtrak's Manager of

Bus Operations or other authorized Amtrak representative.

**viii. Rates for Short-Notice Bus Service from Non-Contract Bus Operators**

- (a) When a Contract Bus Operator is unable to meet a request for extra bus service, made on less than three hours' notice of need (or less than the call-time stated, if any, in the Contract Bus Operator's agreement with Amtrak), Amtrak may secure such extra bus service from a non-contract transportation provider (including taxi or van service provider) at the lowest cost available rate, provided such service is acceptable to Amtrak and SJJPA. In the monthly bus bill provided by Amtrak to SJJPA, Amtrak will notify SJJPA of such special rates with any non-contract transportation providers by providing SJJPA with a copy of the invoice from the non-contract transportation provider, which includes such rates and will be signed by Amtrak's Manager of Bus Operations or authorized Amtrak representative.
- (b) Where Amtrak anticipates a future need to secure such short-notice extra bus service from a non-contract transportation provider, Amtrak may negotiate a rate for such service. Amtrak's provision of notice to SJJPA of such a negotiated rate, signed by Amtrak's Senior Manager of Bus Operations or authorized Amtrak representative, will satisfy the notice requirements under the preceding section.

**ix. SJJPA Payment of Short-Segment, Disruption-Service and Short-Notice Rates**

Subject to any rates obtained by Amtrak (with notice to SJJPA) under the preceding Section 2(i), subsections vi, vii, and viii, Amtrak agrees to provide services in full pursuant to the budget established under Appendix D.

**x. Cost Allocation of Extra Buses Required by Late Trains**

- (a) When an extra bus must be ordered solely because of a late connecting San Joaquin Corridor train included in the Service, Amtrak will charge the cost of the extra bus to the SJJPA supported train's operations rather than to the bus service.

- (b) The Parties will attempt in good faith to negotiate one or more separate agreements (which may take the form of a letter of understanding), providing that where a train frequently operates late for reasons not within Amtrak's direct control, and in consideration of the bus schedule or other factors, Amtrak holds the bus for less than an hour, Section 2 vii and viii would not apply and the cost of any extra bus required by the late connecting train would be charged to the bus service rather than to the late train's operation.
  - (c) When a San Joaquins train connecting to bus service is late, Amtrak will attempt to minimize the overall costs resulting from the late San Joaquins train by holding scheduled buses for a limited period of time, recognizing after a certain period that continuing to hold a bus will increase rather than decrease costs. In determining how long to hold a connecting bus, Amtrak will consider the bus driver's hours-of-service limitation, safety-related conditions, and the needs of the customers other than those on the late arriving San Joaquins train to reach their destinations or to make other connections among the relevant factors.
- xi. SJJPA may upon seventy-five (75) days' written notice, request Amtrak to terminate any portion of the Service provided in Appendix B; provided that any such termination shall not relieve SJJPA of financial obligations incurred prior to the date of such termination including any termination fees or costs incurred by Amtrak. Feeder Bus services may be terminated in less than seventy-five (75) days' notice upon joint written approval by the Parties.

When a State-owned car or locomotive is made a part of the pool supporting the Capitol and San Joaquin corridors, Amtrak will give Capitol Corridor Joint Powers Authority (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. Amtrak will notify CCJPA and SJJPA in writing that a car or locomotive is leaving the northern California pool eighteen (18) hours before movement. Provided this notification is given, Amtrak is free to move the car or locomotive upon inspection by CCJPA and SJJPA or at the end of the eighteen (18) hour period (whether or not it has been inspected by CCJPA and SJJPA), whichever occurs first.

(k) **PERFORMANCE STANDARDS**

- (i) Performance Standards, Incentives, and Assessments: Amtrak will endeavor to operate the Service so as to achieve the performance standards set forth in Appendix E, F, G, I and J (“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 E, F, G, I and G, SJJPA agrees to make additional payments to Amtrak in the incentive amounts set forth in Appendix E, F, G, I and/or J (“Incentives”). In the event that Amtrak does not achieve a certain level of performance established for each Performance Standard as set forth in Appendix E, F, G, I and J, Amtrak agrees to credit SJJPA the assessments amounts set forth in Appendix E, F, G, I and/or J (“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 F and G, including 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. SJJPA desires to supplement Amtrak’s quality control processes with additional SJJPA inspections, which will be accomplished through SJJPA directed inspection as outlined in Appendix E, I and J and/or (“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 SJJPA’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 SJJPA. If the result is a positive number, it shall represent a net Incentive to be invoiced by Amtrak and paid by SJJPA. Amtrak and SJJPA 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 F, Amtrak will collect the required data derived from the sources outlined in Appendix F, and for the time period (monthly/quarterly) defined in Appendix F, calculate any applicable Incentives and Assessments, and present this calculation to SJJPA 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 SJJPA and/or the State shall conduct inspections in the manner set forth in Appendix E, I and 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 E, F, G, I and/or J would result in higher amounts.

If, in the course of administering the calculation of Incentives and Assessments relating to the Observation-Based Standards, SJJPA 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 8 of this Agreement. 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 E, F, G, I and/or J, and neither Party shall be entitled to adjust or make a claim concerning any such calculation.

- (v) Performance Standards, Incentives and Assessments will be renegotiated or adjusted on an annual basis, as conditions warrant.
- (vi) SJJPA and Amtrak agree that the following standards outlined in Appendix E, F, G, I and/or J shall apply during the term of this Agreement:

Data-Based Standards:

- Delay Minutes – Train Operations
- eCSI – Customer Service Indices

Observation Based Standards:

- Employee Conduct and Revenue Collection (Appendix E)
- Rolling Stock Availability, Serviceability, Cleaning and Maintenance (Appendix I)
- Maintenance of Stations (Appendix J)
- Connecting Motor Coach

During the term of this Agreement, the Parties shall confer not less than quarterly to review the performance data for the previous quarter; to diagnose the root cause(s) of performance results that are below the minimum acceptable level of performance; and to propose initiatives that may improve performance.

- (l) Uniform Performance Standards and Required Reports: SJJPA is required to ensure that the Service meets certain minimum performance standards, including the Uniform Performance Standards (UPS) as adopted by the California State Transportation Agency in June 2014, Appendix K. Amtrak acknowledges these UPS and will strive to provide the Service in a manner consistent with the UPS. To appropriately monitor the operational and fiscal performance of the Service, Amtrak shall provide the operational and financial reports as described in Appendix L to SJJPA. The Parties agree to meet or confer on a quarterly basis to review and discuss actual results versus budget, current San Joaquin Corridor related job vacancies, and to make adjustments to this Agreement and other service-related documents as necessary and appropriate.

(m) **Equipment:**

- i. Amtrak shall deploy State-owned equipment among the San Joaquin, Capitol, and LOSSAN (Pacific Surfliner Corridors consistent with the Deployment Plan for State-Provided Equipment as set forth in Appendix M (California Equipment Deployment Summary). The Parties agree to meet or confer on a monthly basis with the State, the LOSSAN Agency, San Joaquin Joint Powers Authority (SJJPA) and the Capitol Corridor Joint Powers Authority (CCJPA) to review and update, as necessary, the California Equipment Deployment Summary. Further, SJJPA agrees to meet and confer 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 Appendix M, the California Equipment Deployment Summary, in order to modify

the California Equipment Deployment Summary to meet the reduced level of equipment. The Parties agree that California Equipment Deployment Summary as adopted by the State may be amended by the State from time to time.

- ii. In the event that the Service may, from time to time, be fully utilized by the traveling public, Amtrak shall exercise reasonable efforts to provide additional rail passenger equipment from its available resources consistent with the funding requirements of Appendix D, unless otherwise identified within this Agreement. By mutual agreement, upon request of SJJPA, Amtrak shall deploy such additional compatible equipment as SJJPA may, in its discretion, make available for use in the Service on a route provided for herein.
- iii. Amtrak shall deploy Amtrak-owned equipment as specified in the then current version of the Equipment Capital Agreement between the State and Amtrak. During the term of this Agreement, Amtrak shall not remove its equipment currently deployed to the San Joaquin Service without prior written approval from the SJJPA and the State, which approval shall not be unreasonably delayed, conditioned or withheld. SJJPA understands and agrees that under a force majeure event, Amtrak may redeploy one or more units of its equipment into another Amtrak service for a period of up to thirty (30) continuous days. If the duration of the force majeure event is longer than thirty (30) days, Amtrak must obtain the State's written approval to continue to redeploy the equipment. This approval will not be unreasonably delayed, conditioned or withheld.
- iv. During the term of this Agreement, Amtrak shall not remove State-owned equipment from the Service without prior written approval from the State.
- v. The State shall have the ability to make all final decisions regarding modifications to State-owned equipment. SJJPA and Amtrak understand and agree that Amtrak shall not modify State-owned rolling stock without the State's prior written approval. 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.
- vi. **Additional Service:** In order to maximize rolling stock for certain peak travel periods, including but not limited to the week of Thanksgiving and Christmas Amtrak shall increase the standard consist size or provide additional service utilizing existing equipment and additional crew to accommodate the passenger reservations and effectively provide the Service. Additional equipment may also

be provided through a lease-in of rolling stock from third Parties to accommodate additional demand (“Additional Service”). The costs relating to the lease of the additional rolling stock may include, but are not limited to, inspections to verify the condition of the rolling stock, cleaning and maintenance costs, and costs directly related to the operation of the leased rolling stock. Any lease of additional equipment must be jointly approved and agreed to in writing by the SJJPA and Amtrak. SJJPA acknowledges that Amtrak has assumed, for pricing purposes that SJJPA will reimburse Amtrak on an actual cost basis for Additional Service in accordance with the Adopted 209 Methodology, and such costs are not included in the not-to-exceed limit set forth in Section 4(b). Net revenues from the provision of additional service, as allocated by APT, shall be credited to the route.

- (n) **Privately Owned Rail Passenger Cars:** Amtrak may attempt to accommodate private rail cars on the Service, provided that such accommodations do not negatively impact the operations of the Service. Amtrak reserves the right to refuse any request which in Amtrak’s judgment would cause a delay in movement of one of its trains (including trains operated pursuant to this Agreement) or would result in any additional uncompensated costs. Movement and parking of private cars shall be pursuant to Amtrak’s national tariffs and policies. SJJPA shall incur no additional costs under this Agreement for the provision of accommodating private cars, and net revenues from the provision, as allocated by APT, shall be credited to the routes carrying the private cars per the Section 209: Adopted Cost Methodology Policy, Appendix H. Amtrak shall notify the SJJPA of its intent to accommodate any private car on a train included in the Service as soon as possible but not less than 24 hours before the train is due to depart.
- (o) **Dedicated Positions to State Route Service:** Amtrak and SJJPA shall agree annually on certain positions as dedicated to the support of the Service. A list of these positions, including those that may be shared with other State intercity rail corridors shall be developed at the execution of the Agreement and jointly evaluated six months after execution of the Agreement. Amtrak may recommend additional Amtrak administered positions dedicated solely or partially to support the Service. Amtrak shall provide justification for additional labor, job descriptions and full cost impacts for SJJPA prior to increasing the existing number of dedicated positions for the Service. 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.
- (p) **Use of SJJPA Stations:** Subject to and in accordance with the terms and conditions of this Agreement, in connection with the operation of the Service, SJJPA agrees to enter into use agreements with Amtrak to provide Amtrak access



to and use of the stations and other ancillary facilities, and improvements thereto that SJJPA owns or has assignable usage rights.

### **SECTION 3 – DECISIONS AFFECTING SERVICE**

- (a) **SJJPA Changes to the Service:** SJJPA shall give Amtrak not less than thirty (30) days' prior notice in writing of implementation of any SJJPA request which is likely to have a significant effect on the scheduling, marketing (including fares and ticketing), or operations of the passenger rail service provided pursuant to this Agreement. Such notice shall contain information in sufficient detail to support such request. Accordingly, the Parties shall work in good faith to reach mutual accord on any such request as aforesaid pursuant to the following procedure:
- i. If any proposed aforesaid request relates only 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 the Service, Amtrak shall implement said request. If Amtrak does not concur, Amtrak shall promptly respond in writing to notice as aforesaid stating the reasons in sufficient detail why it does not concur. In the latter event, the Parties shall promptly confer in an effort to reach agreement and concurrence within the period of the notice. Neither Party shall unreasonably withhold its concurrence.
- (b) **Amtrak Requested Changes to the Service:** If Amtrak identifies modifications that would benefit the Service; Amtrak shall provide written notice to SJJPA of the desired modifications, and such notice shall contain information in sufficient detail to support the concept included in the notice. SJJPA will in good faith review the proposed modifications and confer with Amtrak to negotiate the proposed modifications. If the Parties agree to the modifications to the Service, the Agreement will be amended as required by the modification to the Service. The Parties may not unreasonably withhold consent to modify the Service following these negotiations.
- (c) The foregoing notwithstanding, either Party may withhold such consent at its sole discretion due to an adverse impact on the quality of the Service or safety. SJJPA may also withhold consent at its sole discretion if such modification would adversely impact ridership, financial performance, and/or any legal obligations contained in the interagency transfer agreement between SJJPA and the State. Amtrak shall inform SJJPA of discussions or negotiations with railroads or other regional rail authorities regarding schedule changes or any planned track work which may impact the Service.

- (d) Service Levels and Frequency:** Amtrak shall provide the Service levels and frequencies as outlined in Appendix B. Notwithstanding Section 3, subsections (a) and (b) above, the Service levels and frequencies may be modified as follows:
- i. may, upon not less than ninety (90) days prior written notice, request that Amtrak increase the level of Service (other than changes in the frequency of trains operated in Service which are addressed in Subsection (d)(ii) below) and/or the amount of equipment used in the Service, or upon not less than sixty (60) days' notice request that Amtrak decrease the level of Service, so as to meet the needs of the traveling public. If the request is to increase either the Service or the amount of equipment used, Amtrak shall exercise reasonable efforts to accommodate such request, which may include providing additional compatible passenger rail equipment that SJJPA or the State makes available from its other available resources or, by written agreement with SJJPA or the State, to employ such additional compatible equipment as SJJPA or the State may choose to make available for use to augment the Service, consistent with the funding requirements of the Adopted 209 Methodology. In the event that equipment is made available by SJJPA, or because SJJPA desires to substitute State-owned or leased equipment for Amtrak-owned equipment, such equipment will be used in the 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. SJJPA and Amtrak will use all good faith efforts to resolve discrepancies. The Parties will work together to obtain the approval of any railroads over which such equipment is to be operated. Equipment includes locomotives, cab cars, café cars, coaches and any other type of car used in a passenger train.
  - ii. SJJPA may, upon not less than ninety (90) days prior written notice, request that Amtrak increase or decrease frequency of Service. Amtrak shall work cooperatively with SJJPA and/or the State to obtain the approval of any railroads over which such increased frequency of service is to be operated. An increase or decrease in frequency of service will require a written amendment to this Agreement.
- (e) If equipment normally used for the Service becomes unavailable for any reason, Amtrak shall exercise reasonable efforts to substitute additional compatible passenger rail equipment from its available resources, consistent with the funding requirements of the PRIIA Section 209: Adopted Cost Methodology Policy, including Equipment Capital Charges associated with the SJJPA's use of such substitute equipment. Any substituted

passenger rail equipment will be subject to approval for use by the SJJPA. Alternatively, the SJJPA and Amtrak may, by written agreement, agree to use such additional compatible equipment as the SJJPA or the State may choose to make available.

- (f) Notwithstanding the notice procedures contained in this Section 3, 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 SJJPA of any such suspension or rerouting, and the Parties shall cooperate to restore the rail service provided for herein. Amtrak shall coordinate with SJJPA on communication strategies to notify passengers of any service change or disruption to service, and the anticipated return to normal service.
- (g) Amtrak shall make no operational decisions that will adversely unreasonably affect the performance of the Service. This shall include, but is not limited to, the holding of a regular train that is part of the Service for other Amtrak operated trains, in excess of 20 minutes or cancelling any San Joaquins train for the benefit of other Amtrak services.
- (h) If during the term of this Agreement, new State-acquired Siemens Charger Locomotives are accepted by the Parties for operation in the Service, use of Diesel Exhaust Fluid (“DEF”) will be required. All costs from outside vendors related to the use of DEF will be charged to the Agencies as part of the Fuel and Power Cost Category of Third Party Costs, as allocated by the APT System. Any costs incurred by Amtrak’s Mechanical forces to support the provision of DEF to the Service will be charged to the Agency as part of the Car & Locomotive Maintenance and Turnaround Cost Category, as allocated by the APT System.

#### **SECTION 4 – CALCULATION OF COSTS AND SCHEDULE OF PAYMENTS BY THE SJJPA**

Capitalized terms shall have the meaning set forth in the Adopted 209 Methodology, Appendix H, unless otherwise specified or defined in this Agreement.

- (a) The SJJPA shall pay Amtrak the following financial support for the operation of the Service described in Appendix B for the period from October 1, 2019 through and including September 30, 2020:
  - (i) the estimated sum of \$51,374,350 for all projected Route Costs and Additives, and Third-Party Costs for the Service, as set forth in Appendix D. The SJJPA and Amtrak agree that Appendix D is an

estimate and that Amtrak will be reimbursed for documented costs as reported by Amtrak Performance Tracking (APT), subject to Section 4(b).

(ii) Any Extra Work will be subject to an Amendment to this Agreement.

- (b) **Third Party Costs – Fuel:** For the purpose of determining the basis for Fuel Cost allocations, Fuel Cost shall be based upon the gallons allocated to the San Joaquin Corridor trains as reported by APT for each billing period multiplied by the average cost per gallon paid for fuel by Amtrak, on a monthly basis in Sacramento, Oakland, Bakersfield, or other fueling location(s) as appropriate. Billed fuel charges will be reconciled monthly against documented costs as reported by APT.
- (c) **Third Party Costs – Host Railroad Access Fees, Performance Incentives and Other Costs:** Host railroad expenses shall be computed by Amtrak on a monthly basis, as billed to Amtrak by the host railroads. Host railroad expenses shall be billed to the SJJPA. 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. SJJPA will not disclose to any third party without Amtrak's prior approval any confidential or proprietary data provided hereunder.
- (d) **Capital Costs – Passenger Service Equipment:** Capital Costs for Passenger Service Equipment are excluded from this Agreement. The State will be responsible for payment of Capital Costs - Passenger Service Equipment under the terms of the then current Agreement for the Provision of Equipment Capital Agreement between Amtrak and the State of California, unless otherwise required by state or federal law.
- (e) **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 the State-supported route, if any, are to be calculated according to the PRIIA Section 209: Adopted Cost Methodology Policy 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.

- (f) **Total Obligation:** The total amount of SJJPA's financial obligation to Amtrak under this Agreement for the Service to be rendered by Amtrak pursuant thereto shall not exceed \$51,374,350 as set forth in Appendix D unless otherwise provided in, or by amendment to, this Agreement (shall not include Extra Work).
- (g) **Invoicing of Scheduled Payments:** On or before the first (1st) day of each month from the first month after the date of this Agreement through the last month, inclusive, of the FFY specified in Appendix D hereto, Amtrak shall submit an invoice to the SJJPA including, as required, any debits or credits resulting from the most recently completed monthly reconciliation. The SJJPA agrees to pay Amtrak in accordance with the estimated monthly payment schedule included in Appendix D, in response to receipt of an undisputed invoice rendered by Amtrak. Amtrak shall also submit an invoice for the cost incurred during the month in which this Agreement is executed. 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 within forty-five (45) days of receipt of an invoice, consistent with the California Prompt Payment Act (Government Code § 927, et seq.).
- (h) **Extra Work Invoices:** Extra Work projects are not subject to the Total Obligation set forth in Section 4(g). If any Extra Work projects are implemented in accordance with Section 2(g) above, Amtrak shall render separate invoices for the SJJPA's share of documented costs incurred for each project, accompanied by supporting documentation to be agreed upon by the parties prior to Amtrak undertaking the Extra Work project. Such invoices shall be rendered monthly. Invoices shall be rendered not less than forty-five (45) days prior to the due date and shall specify the address to which remittance shall be made. Payment will be made in accordance with the California Prompt Payment Act (Government Code §927 et seq.).
- (i) **Additional Services Invoices:** Additional Services are not subject to the Total Obligation set forth in Section 4(g). If any Additional Services are implemented in accordance with Section 2(l)(vi) above, Amtrak shall render separate invoices for the SJJPA's share of documented costs incurred for each project, accompanied by supporting documentation to be agreed upon by the parties prior to Amtrak undertaking the Additional Services. Such invoices shall be rendered monthly. Invoices shall be rendered not less than forty-five (45) days prior to the due date and shall specify the address to which remittance shall be made. Payment will be made in accordance with the California Prompt Payment Act (Government Code §927 et seq.).
- (j) **Payment for Services Performed Prior to the Expiration or Termination:** Notwithstanding the expiration or termination of this

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

(k) **Withholding Payment:** In the event that Amtrak fails to perform the Service as required by this Agreement, or an invoiced amount is disputed by SJJPA, the provisions of this subsection shall apply.

i. Withholding Payment Due to Failure to Comply

In the event Amtrak does not comply with the requirements of this Agreement, SJJPA shall compute the value of the perceived failure and notify Amtrak in writing that a corresponding amount will be withheld from the monthly advance payment following the next monthly payment if the perceived failure has not been resolved to SJJPA's satisfaction. SJJPA shall detail the reason for the proposed withholding of payment and the actions it considers necessary to resolve the perceived failure.

Once resolution of the failure to comply is achieved between SJJPA and Amtrak, the notice to withhold will be withdrawn, or the monthly payment withheld will be remitted with the next monthly advance payment. Should resolution of the non-compliance not be achieved through negotiation or the provisions of Section 7, "Informal Dispute Resolution."

ii. Withholding Payment Due to Invoice Dispute

In the event SJJPA disputes a charge detailed in a Monthly Reconciliation Statement, as included in Appendix N, including whether APT properly allocated costs to a route covered under this Agreement, and Amtrak cannot substantiate said charge, SJJPA shall have the right to withhold the amount in dispute as specified herein and shall be required to pay the remainder of the invoice. SJJPA shall advise Amtrak, in writing, of the amount of disputed charges

to be withheld, detailed reasons for the withholding, and the actions that SJJPA considers necessary to resolve the disputed invoice amount.

Once resolution of the disputed invoice amount is achieved between SJJPA and Amtrak, the notice to withhold will either be accepted, withdrawn, or modified. In the event the disputed invoice item is withdrawn or modified, 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 SJJPA's favor.

Should resolution of the disputed invoice amount not be achieved through negotiation or the dispute resolution provisions of Section 7 of this Agreement, the dispute will be resolved in accordance with the provisions of Section 8 of this Agreement. Should the resolution of the dispute result in a refund to SJJPA, 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.

- (l) **Natural Disasters:** In the event of a natural disaster that causes revenue derived from the Service to increase or decrease, Amtrak and SJJPA mutually agree to review projected revenue and expense identified in the monthly payment schedule included in Appendix D. As a result of the review described in the previous sentence, should the Parties determine that the funds available to SJJPA for the remainder of the year are insufficient to support the service levels described in Appendix B, SJJPA 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.
  
- (m) **Connecting Bus Service:** With respect to each connecting bus service authorized in Appendix B, Amtrak agrees that it will pay all documented monthly invoices from the Contract Bus Operators and non-contract transportation providers, subject to the terms of the Amtrak Purchase Orders.
  - i. Amtrak agrees to provide SJJPA with a copy of the monthly billing from the Contract Bus Operator within forty-five (45) days after

the end of that month. These bus billings shall be considered acceptable documentation to support Amtrak's documented costs.

- (n) **Changes and Updates to APT:** From time to time, Amtrak may make updates to the APT system which is the basis of many cost allocations within the Adopted 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 Adopted 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 to SJJPA under the terms of this Agreement, Amtrak will notify SJJPA of such adjustment(s) and, subject to mutual agreement of the Parties, amend this Agreement accordingly.
- (o) **Continuation Clause:** In the event that the SJJPA continues to act in the management of the Service as set forth in this Agreement and the Parties fail to reach agreement for the operation of the Service for the period beginning October 1, 2020 through September 30, 2021 (FFY 2021 Agreement) prior to September 30, 2020, 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 an event, the SJJPA agrees to continue to reimburse Amtrak for the costs, at the levels established for the period of this Agreement, including adjustments to monthly payments based upon the reconciliation process throughout the year, plus the addition of a 3% escalation component, for the term of the Continuation Period. Once an FFY 2021 Agreement is executed by the Parties, Amtrak will credit the SJJPA's payments made during the Continuation Period to the SJJPA's reconciled financial obligations under the FFY 2021 Agreement. In no event shall the Continuation Period extend beyond March 30, 2021.

## **SECTION 5 – MANNER OF RECONCILIATION AND REIMBURSEMENT**

- (a) **Monthly Reconciliation Statements for Service Costs:** Amtrak shall submit Monthly Reconciliation Statements with Standard Supporting Documentation to the agency as soon as practicable but in any event not more than forty-five (45) days after the end of each month. These reconciliations will include the APT-based actual monthly Passenger Related and Other Revenue, APT-based actual monthly Route Costs and Additives, and APT-based actual monthly Third-Party Costs (including Fuel costs, Host Railroad Costs and Performance Incentives), for operating the Service. As provided by the Adopted 209 Methodology, the actual cost of providing the Service will be calculated using APT and supplemental financial data in accordance with Section 4(a)-(e). Any fuel hedges utilized by Amtrak are 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 the SJJPA as set forth in Section 4(i) of this Agreement. The SJJPA shall remit all undisputed payment(s) to Amtrak of any unpaid supplemental reimbursement resulting from the monthly reconciliation, processed according to the California Prompt Payment Act, or not more than forty-five (45) days after receipt of such invoice for supplemental reimbursement and Standard Supporting Documentation. If, after reconciliation of the monthly invoice, it is determined that the amount of the scheduled monthly payment by the SJJPA exceeded the amount of payment owed by the SJJPA for such month, Amtrak shall credit on the next monthly invoice an amount equal to such overpayment by the SJJPA. If, after reconciliation of the final monthly invoice, it is determined that the amount of scheduled monthly payment by the SJJPA exceeded the amount of payment owed by the SJJPA for the final month of this Agreement, and if there are no outstanding obligations due from the SJJPA to Amtrak shall at the SJJPA's option, credit or pay to the SJJPA an amount equal to any such overpayment by the SJJPA. Any overpayment will be reimbursed to the SJJPA or may be applied against SJJPA payments due under the FY2021 Agreement with approval from the SJJPA. A sample of the Monthly Reconciliation statement and Standard Supporting Documentation is set forth in Appendix N and has been agreed upon by the Parties as providing a satisfactory level of supporting documentation for reconciliation. The SJJPA reserves the right to request additional reasonable documentation for any particular item claimed by Amtrak, but supplemental reimbursement due to Amtrak resulting from the monthly reconciliation shall be made in full regardless of whether Amtrak produces such additional documentation. Amtrak shall not unreasonably withhold or delay the requested documents.

Reconciliation invoices submitted to the SJJPA must contain all information and supporting documentation required by this Agreement.

All payments required under this Agreement shall be made by wire transfer using the following instructions:

Bank Name:	JP Morgan Chase
Account No.:	512097054
ABA Routing No.:	021-000-021
Account Name:	Amtrak (National Railroad Passenger Corporation)

- (b) **Quarterly Reconciliation Assessment:** The Parties agree that within forty-five (45) days of the end of each quarter of the contract year, the Parties will review in person or via conference call the Monthly

Reconciliation Statements described in Section 5(a) above, Standard Supporting Documentation and any other documentation necessary to fully identify costs and reconcile and validate charges billed to the SJJPA. The Parties will also evaluate positive and negative variances affecting individual budget line items Appendix D and discuss strategies to match up the remaining funds available to the SJJPA with a jointly strategized Amtrak estimated contract budget for the remainder of the contract year. In the event that the amount of forecasted Operating Costs for the remainder of the year exceeds the remaining SJJPA funds, the SJJPA 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 remaining SJJPA funding. However, Amtrak shall not be required to provide any of the said Service or any services whatsoever for which the SJJPA is not bound hereunder or for which the cost to the SJJPA, as determined hereunder, exceeds the aforesaid amount(s), unless supplemental funding is obtained and incorporated through an amendment to this Agreement for any single quarter based on mutual agreement.

- (c) **Third Party Costs – Host Railroad Access Fees, Performance Incentives and Other Costs Reconciliation:** On a quarterly basis, Amtrak shall provide documentation for an in-person review of all APT host railroad costs, by the SJJPA at Amtrak’s offices located in California. The SJJPA shall not disclose to any third party, without Amtrak’s prior approval, any confidential or proprietary data provided in such review or hereunder. The PARTIES shall meet in person at Amtrak offices located in California and 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.
- (d) **Incentives and Assessments Reconciliation:** The Parties agree that Incentives and Assessments will be reconciled on a quarterly basis as set for in Section 2(j).
- (e) **Annual Reconciliations:** Amtrak shall also submit a year-end final line item reconciliation to the SJJPA following the Appendix N format.
- (f) In the event that the SJJPA shall fail to remit any undisputed payment in full, as provided in this Section, Amtrak may suspend the applicable portion or portions of the Service provided for herein on ten (10) days’ prior notice in writing to the SJJPA of intended suspension. Notwithstanding the 180-day notice requirement contained in 49 U.S.C. § 24706(a), if the SJJPA 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 SJJPA; 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.

## **SECTION 6 DEFENSE OF CLAIMS**

- (a) Amtrak shall bear the expense of prosecuting the settlement and defense of, and shall pay any settlement or final judgment disposing of, any claim, action or proceeding against Amtrak, SJJPA, the Member Agencies and the State, involving injury to or death of any person or damage to or loss of any property arising directly from Amtrak's operation of the rail passenger and bus feeder service provided for hereunder, or directly from its performance of maintenance services provided by Amtrak hereunder at stations or the Oakland Maintenance Facility. If any claim, action or proceeding shall at any time be brought against SJJPA, the Member Agencies and the State asserting a liability for such injury, death, damage or loss, SJJPA shall promptly give notice to Amtrak of such claim, action, or proceeding and shall thereafter provide all such information as Amtrak may from time to time request.
- (b) Because Section 6(a) above presents certain risks to Amtrak with respect to injuries to the employees of SJJPA, performing inspections as described in Section 6(c) below, SJJPA agrees to pay Amtrak, in addition to any other payment under this Agreement, two thousand dollars (\$2,000.00) per month.
- (c) Any inspection by an employee of SJJPA that requires access to property that is owned, controlled or used by Amtrak and that is not generally accessible to the public, including the Oakland Maintenance Facility, shall conform with all of the following requirements:
- i. SJJPA Agency shall notify Amtrak, in writing, of the names of those employees whose job descriptions require such access.
  - ii. The number of such inspections shall not exceed five (5) per month.
  - iii. Each such employee must successfully complete Amtrak's Contractor Employee Right of Way Safety Orientation 60000312 in order to be placed on the list of

employees eligible for access. Annual re-training is necessary.

iv. SJJPA must provide the Amtrak facility manager no less than twenty-four (24) hours' notice of an inspection, and the facility manager will add the employee's name to the visitor's log.

v. On the designated inspection day, the employee(s) shall arrive at the facility and check-in with facility manager.

vi. Prior to proceeding with an inspection, the employee(s) shall participate in a job briefing.

vii. The employee(s) will be accompanied AT ALL TIMES by an Amtrak employee.

viii. The employee(s) must abide by all Amtrak safety and operating rules while on Amtrak property.

ix. Amtrak reserves the right to bar any employee from accessing property in the event of a safety violation.

## **SECTION 7 – INFORMAL DISPUTE RESOLUTION**

The Parties shall employ a mutually agreed upon issue resolution process, as described below, with a primary objective to ensure the Service stays on schedule and issues between the Parties are resolved in a timely manner. The Parties agree to the following:

- a. If the Parties are unable to reach agreement on any particular issue relating to either Party's obligations pursuant to this Agreement, the Parties agree to promptly follow the issue resolution process as outlined below:
  - i. Step One: Amtrak's Director State Supported Services and Superintendent, or their respective designee, and SJJPA's Deputy Managing Director, or designee, may initiate the process of informal dispute resolution by providing the other Party with written notice of a dispute. The written notice shall provide a clear statement of the dispute, and shall refer to the specific provisions of this Agreement that pertain to the dispute. Amtrak's Director State Supported Services and/or Superintendent and SJJPA's Deputy Managing Director shall meet either in person or telephonically and attempt to resolve the

dispute within seven (7) days following the written notice of dispute. If the dispute is resolved, the Parties shall document and sign a short description of the facts and the resolution that was agreed upon.

- ii. Step Two: If the dispute is not resolved by the fourteenth (14<sup>th</sup>) day following the written notice described in Section 7(a)(i) above, Amtrak's Vice President – State Supported Services, or designee, and SJJPA's Executive Director, or designee, shall meet and review the dispute within seven (7) days (within twenty-one (21) days following the written notice). Amtrak's Vice President – State Supported Services, or designee, and SJJPA's Managing Director, or designee, will in good faith attempt to resolve the dispute. If the dispute is resolved, the Parties shall document and sign a short description of the facts and the resolution that was agreed upon.

(b) All disputes must exhaust the informal dispute resolution process outlined in Section 7 prior to proceeding to arbitration. In the event that the dispute is not resolved with the informal dispute resolution, either Party may pursue any right or remedy available to it by law or may propose a method of alternative dispute resolution prior to proceeding to arbitration. The Parties shall then follow the arbitration process outlined in Section 8.

## **SECTION 8 - ARBITRATION**

(a) Unless otherwise provided for in applicable law, or agreed to by the Parties, in the event of a dispute between the Parties which has not been satisfactorily resolved by the Parties under Section 7 above within sixty (60) days of the commencement of the dispute, said dispute may be submitted by either Party to arbitration by a panel of three arbitrators who shall conduct the arbitration pursuant to the rules of the American Arbitration Association. The panel of arbitrators shall consist of one arbitrator appointed by each Party, and the third arbitrator to be appointed by mutual consent of the other two arbitrators.

(b) The arbitration panel shall resolve the dispute in accordance with the terms of this Agreement, and such resolution shall be final and binding upon the Parties. Each Party shall bear its own costs of arbitration, including its appointed arbitrator and reasonable attorney's fees. The cost of the third arbitrator shall be divided equally between the disputants. Any proceeding convened under this provision shall be conducted in the City of Oakland, California. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Upon failure of a Party to comply with an arbitration award issued pursuant to this Section, the other Party may refer the matter to a court of competent jurisdiction for enforcement of the award.

(c) Unless otherwise agreed by the Parties, only disputes regarding a Party's rights and obligations arising under the terms of: (i) this Agreement, (ii) any Supplemental Agreements, or (iii) any other agreement between the disputants in

which this arbitration provision is incorporated by reference shall be subject to arbitration pursuant to Section 8.

## **SECTION 9 - INSPECTION AND AUDIT**

- (a) SJJPA may, at any time, inspect the Service, including the connecting bus 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 Service. Any contractor or agent of SJJPA shall first execute Amtrak's then-current Temporary Permit to Enter. A copy of such Permit, as is in effect on the date hereof, is attached hereto as Appendix S. Upon reasonable notice, Amtrak shall permit auditors or any other duly authorized agents of SJJPA and/or the State to inspect all books, records and accounts relating to the Service, including supporting documentation provided to Amtrak by operating railroads, vendors, or any other subcontracted services in connection therewith and further including all records and documents relating to the determination and allocation of the costs and revenues of the Service. All such books, records, accounts and documents shall be maintained by Amtrak in accordance with generally accepted accounting principles and shall be accessible to SJJPA and/or the State for a period of three (3) years following the expiration of each contract period as described in this Agreement. Any such inspection shall be performed at an Amtrak designated facility. Copies of Amtrak confidential and proprietary records may be viewed by SJJPA or its authorized agents only upon the Parties first executing a Non-Disclosure Agreement specific to the audit. Amtrak recognizes that SJJPA and the State are subject to the California Public Records Act and this Agreement will in no way contradict the California Public Records Act. During the audit period and pending the results of the audit SJJPA may not withhold or short pay any advance or reconciliation amounts either based upon preliminary audit findings or awaiting the results of the audit. However, nothing in this Section shall prevent SJJPA from exercising its rights under Section 4(l) of this Agreement.
- (b) Amtrak shall, without cost to SJJPA or State, make available such financial, operating and ridership data relating to the Service provided hereunder as may be available in Amtrak's information and data retrieval systems. Operating and ridership data shall be supplied for each train and bus hereunder and shall include numbers of (i) passengers carried, (ii) passenger miles, (iii) city pairs for each sold ticket, dates of sales, food and beverage sales and revenue. Such data shall be computed and furnished on a monthly basis. Amtrak will provide SJJPA with the monthly ridership tape of origin-destination data for all tickets collected on the train and feeder bus network provided for in this Agreement. Furthermore, Amtrak will take reasonable steps to provide such supplemental data relating to said Service

as may be reasonably requested by SJJPA. In the event of changes in data format, Amtrak will make reasonable efforts to inform SJJPA in sufficient time so that SJJPA may make appropriate changes to use the reformatted data.

## **SECTION 10– FORCE MAJEURE**

The obligations of the Parties hereunder shall be subject to force majeure. Neither Party shall 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 subsequent enactment of 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 or of the public enemy, strikes, fire, flood, weather, theft, vandalism, war, acts of picketing, rebellion, insurrection or terrorism, track condition, or any other cause beyond each Party's control.

## **SECTION 11 –TERMINATION**

- (a) **Termination for Convenience:** Except if continued pursuant to Section 4(p), this Agreement shall expire September 30, 2020, and may be terminated upon ninety (90) days' prior notice in writing from the SJJPA to Amtrak. Upon termination of this Agreement for any reason at any time other than at the end of a fiscal year, the SJJPA shall pay the following termination costs to Amtrak:
- (i) The reasonable costs of settling and paying claims arising 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 the SJJPA; and
  - (iii) Any other reasonable costs incidental to such termination of Service, specifically excluding, however, any costs of labor protection arising from such termination.
- (b) **Termination of Interagency Transfer Agreement:** This Agreement shall terminate effective upon termination of the Interagency Transfer Agreement between the State and the SJJPA. The SJJPA agrees to give notice to Amtrak, in writing and sent by email communication followed by a hard copy overnight courier with confirmed delivery, promptly upon receipt of notice from the State of termination of the ITA in accordance with its provisions, or if given by the SJJPA, promptly upon giving such notice to the State.

- (c) **Termination Compensation:** Notwithstanding the foregoing, the total amount of termination costs payable to Amtrak shall not exceed a one-month average of the approved contract amount as set forth in Appendix D for the fiscal year in which the termination occurs. No termination of this Agreement shall diminish or affect the SJJPA's obligation to pay for any service rendered or to fulfill any other obligation incurred prior to the effective date of the termination.

Termination pursuant to this Section 11 shall be without prejudice to Amtrak's right to receive compensation and reimbursement pursuant to the provisions under this Agreement for the Service provided until and including the date of termination.

## **SECTION 12 – NOTICES**

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:  
Director State Supported Services  
National Railroad Passenger Corporation  
245 Second Street, 2<sup>nd</sup> Floor  
Oakland, California 94607

All Other Issues:  
Assistant Vice President – Transportation Southwest  
National Railroad Passenger Corporation  
810 North Alameda Street - 3rd Floor  
Los Angeles, California 94612

For SJJPA:

Managing Director  
San Joaquin Joint Powers Authority  
949 East Channel Street  
Stockton, CA 95202

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 13 - GENERAL CORRESPONDENCE**



- (a) The SJJPA shall respond in writing, within fifteen (15) working days of receipt, to all written questions and requests from Amtrak concerning approvals, interpretations, and other matters pertaining to this Agreement, unless otherwise allowed for by this Agreement.
- (b) Amtrak shall respond in writing, within fifteen (15) working days of receipt, to all written questions and requests from the SJJPA concerning approvals, interpretations, and other matters pertaining to this Agreement, unless otherwise allowed for by this Agreement.

#### **SECTION 14 – AGREEMENT CONTENT**

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 the Services 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.

#### **SECTION 15 - CONSTRUCTION**

The Section headings used in this Agreement are for reference only and shall not affect the construction of any of the terms hereof.

#### **SECTION 16 – 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 17 – FAIR EMPLOYMENT PRACTICES**

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

#### **SECTION 18 – CONFIDENTIALITY**

The SJJPA desires that Amtrak disclose to the SJJPA certain proprietary and confidential commercial and financial information of Amtrak pursuant to this Agreement and the services provided hereunder. The SJJPA agrees that, subject

to the requirements of the California Public Records Act (Government Code §§ 6250 et seq.), its employees, contractors and agents 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 the SJJPA hereunder without first providing Amtrak with written notice of the request and allowing Amtrak the opportunity to seek a protective order. This Section shall survive termination or expiration of this Agreement.

### **SECTION 19 – COMPLIANCE WITH LAWS**

The Parties will comply with all applicable state, federal and local laws and regulations in the performance of this Agreement.

### **SECTION 20 - EMPLOYEE CONDUCT, DISCIPLINE AND REMOVAL**

- (a) 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.
- (b) All Amtrak employees/subcontractors exclusively engaged in providing the Service shall perform their duties in a safe, courteous, and efficient manner in accordance with Appendix E.
- (c) The SJJPA reserves the right to request an employee be removed from the Service.

### **SECTION 21 - APPROVAL**

This Agreement is of no force or effect until signed by both Parties.

### **SECTION 22 – ASSIGNMENT**

This Agreement may be assigned to the State on behalf of the SJJPA upon thirty (30) days’ written notice to Amtrak. This Agreement is not assignable to any other agency by either Party, either in whole or in part, without the consent of the other Party in the form of a formal written amendment, which consent shall not be unreasonably withheld, conditioned or delayed.

## **SECTION 23 – THIRD PARTY BENEFICIARY**

The State is expressly recognized as being an intended, direct third-party beneficiary under the provisions of this Agreement and may enforce any rights, remedies or claims conferred, given or granted thereunder.

## **SECTION 24 - INDEPENDENT CONTRACTOR**

Amtrak, and the agents and employees of Amtrak, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the SJJPA.

## **SECTION 25 - NON-DISCRIMINATION CLAUSE**

During the performance of this Agreement, Amtrak and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Amtrak and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Amtrak and subcontractors shall comply with the applicable provisions of the Fair Employment and Housing Act (Government Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285 et seq.). The regulations of the Fair Employment and Housing Commission implementing Government Code § 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Amtrak and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Amtrak shall include the nondiscrimination and compliance provisions of this clause in all subcontracts awarded under this Agreement to perform work under the Agreement. Provisions of this section are also included in Appendix O.

## **SECTION 26 - CHILD SUPPORT COMPLIANCE ACT**

For any Agreement in excess of \$100,000, the Amtrak acknowledges in accordance with Public Contract Code § 7110, that:

- A. Amtrak recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code, if applicable; and
- B. Amtrak, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

## **SECTION 27 - TIMELINESS**

Time is of the essence in this Agreement.

## **SECTION 28- PRIORITY HIRING CONSIDERATIONS**

If this Agreement includes services in excess of \$200,000, Amtrak shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code § 11200 et seq. in accordance with Public Contract Code §10353 et seq.

## **SECTION 29 - STATE PREVAILING WAGE RATES**

Amtrak shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.

## **SECTION 30- CERTIFICATION CLAUSES**

By executing this Agreement, Amtrak certifies to the best of its knowledge and belief the following:

(a) Statement of Compliance

Amtrak has, unless exempted, complied with the nondiscrimination program requirements. (Government Code §12990 (a-f) and California Code of Regulations, Title 2, § 11102) (Not applicable to public entities).

(b) Drug-Free Workplace Requirements

Amtrak will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a Drug-Free Awareness Program to inform employees about:
  - a) The dangers of drug abuse in the workplace;
  - b) The person's or organization's policy of maintaining a drug-free workplace;
  - c) Any available counseling, rehabilitation and employee assistance programs; and
  - d) Penalties that may be imposed upon employees for drug abuse violations.
3. Every employee who works on the proposed Agreement will:
  - a) Receive a copy of the company's drug-free workplace policy statement, Amtrak – Drug and Alcohol Testing Program & Policy
  - b) Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.
4. Failure to comply with these requirements may result in suspension of payments under the Agreement, or termination of the Agreement, or both, and Amtrak may be ineligible for award of any future SJJPA agreements if the SJJPA determines that any of the following has occurred: Amtrak has made false

certification, or violated the certification by failing to carry out the requirements as noted above. (Government Code §8350 et seq.)

(c) National Labor Relations Board Certification

Amtrak certifies that no more than one (1) final non-appealable finding of contempt of court by a Federal court has been issued against Amtrak within the immediately preceding two-year period because of Amtrak's failure to comply with an order of a Federal court, which orders Amtrak to comply with an order of the National Labor Relations Board. (Public Contract Code § 10296) (Not applicable to public entities.)

(d) Expatriate Corporations

Amtrak declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code §§ 10286 and 10286.1, and is eligible to contract with the SJJPA.

(e) Domestic Partners

For contracts over \$100,000 executed or amended after January 1, 2007, Amtrak certifies that it is in compliance with Public Contract Code § 102953.

**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.

NATIONAL RAILROAD PASSENGER CORPORATION

By:   
Richard H. Anderson  
President and Chief Executive Officer

and

SAN JOAQUIN JOINT POWERS AUTHORITY

By: \_\_\_\_\_  
Vito Chiesa  
Chair

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Daniel J. Schroeder  
Counsel

Date: \_\_\_\_\_