

AGENDA ITEM 2 A
Action Item

MEMORANDUM

DATE: September 3, 2026

TO: El Dorado County Transit Authority

FROM: Brian James, Executive Director

SUBJECT: Memorandum of Understanding with the City of Placerville for the Mosquito Park and Ride Bus Stop and Public Restroom Facility

REQUESTED ACTION:
BY MOTION,

- 1. Approve the Memorandum of Understanding (MOU) between the El Dorado County Transit Authority and the City of Placerville for the use, operation, maintenance, and upkeep of the Mosquito Park and Ride Bus Stop and Restrooms**
- 2. Authorize the Executive Director to execute the MOU on behalf of the El Dorado County Transit Authority**

BACKGROUND

The City of Placerville owns the Mosquito Park and Ride facility located at 2984 Mosquito Road, Placerville, California 95667 which is also referred to as Placerville Station. The facility includes a public transit bus stop, restroom facilities, a seating area, and a parking lot.

The El Dorado County Transit Authority (El Dorado Transit) utilizes the facility in connection with its public transit operations and desires to continue working collaboratively with the City of Placerville to ensure that the facility remains clean, safe, functional, and available for the benefit of transit passengers and the public.

The proposed MOU establishes the respective responsibilities of El Dorado Transit and the City of Placerville for the operation, cleaning, maintenance, and use of the facility.

DISCUSSION

Under the proposed MOU, El Dorado Transit would be responsible for routine inspections and cleaning of the bus stop and restroom facilities. Specific responsibilities include:

- Conducting daily inspections of the bus stop and restroom.
- Cleaning restroom fixtures and floors with disinfectants as needed, but no less than weekly.
- Removing trash from the restrooms and seating area daily.

- Power washing the exterior of the bus stop, sidewalk, and seating area as needed, but no less than monthly.
- Cleaning glass and windows as needed, but no less than weekly.
- Removing graffiti as necessary.
- Providing paper products, cleaning equipment, and cleaning solutions.
- Complying with applicable laws related to cleaning and maintaining the bus stop.
- Promptly reporting maintenance and upkeep issues to the City that may affect the intended use of the facility.

The City of Placerville would remain responsible for oversight, maintenance, and upkeep necessary to keep the facility in good working order. This includes the bus stop structure, interior and exterior walls, sidewalks and walking paths, electrical and plumbing systems and fixtures, floors and roof, restroom, parking lot, and landscaping.

The City would also be responsible for enforcement of parking regulations and would coordinate with El Dorado Transit regarding parking lot usage and improvements.

The MOU would become effective upon execution and remain in effect through June 30, 2031, subject to renewal by mutual agreement of the Parties. Either Party may terminate the MOU, with or without cause, upon providing thirty (30) days' written notice to the other Party.

Staff recommends that the Board approve the Memorandum of Understanding between El Dorado Transit and the City of Placerville for the Mosquito Park and Ride Bus Stop and authorize the Executive Director to execute the agreement on behalf of El Dorado Transit.

FISCAL IMPACT

The proposed MOU provides that each Party will bear its own costs unless otherwise agreed to in writing.

El Dorado Transit will incur routine costs associated with its responsibilities under the MOU, including cleaning supplies and paper products. No additional staff time will be necessary to perform inspections and cleaning activities. These activities are consistent with the Agency's ongoing transit facility maintenance and operating responsibilities and can be accommodated within existing resources.

COST SUMMARY

Annual Cleaning Supplies and Paper Products	<u>\$1,500</u>
<i>Total Project Cost</i>	<i>\$1,500</i>

FUNDING SOURCES

Transportation Development Act (TDA) Funds	<u>\$1,500</u>
<i>Total Revenue</i>	<i>\$1,500</i>

Memorandum of Understanding (MOU)
Mosquito Park and Ride Bus Stop and Public Restroom Facility

This MOU Agreement for the use and operation of the Mosquito Park and Ride facility is entered into on September 3, 2026, by and between the El Dorado County Transit Authority ("TRANSIT") and the City of Placerville ("CITY") (collectively the "Parties").

RECITALS

WHEREAS, the CITY owns a bus stop and parking lot at the Mosquito Park and Ride facility located at 2984 Mosquito Rd, Placerville, CA 95667 (bus stop). The bus stop includes restroom facilities, a seating area, and a parking lot;

WHEREAS, TRANSIT operates public transit services utilizing the bus stop for their passengers and staff;

WHEREAS, the Parties desire to collaborate to ensure efficient operation of the bus stop and public restroom for public benefit;

NOW, THEREFORE, the Parties agree as follows:

PURPOSE

This MOU establishes the respective roles for operation, maintenance, and use of the Mosquito Park and Ride bus stop, restroom and parking lot.

TRANSIT agrees to:

- A. Make daily inspections of the bus stop and restroom.
- B. Clean the bus stop and restroom as described below:
 - 1. Restroom cleaning, including cleaning all fixtures and floors with disinfectants for sanitation and usability as needed, but no less than weekly.
 - 2. Trash removal in restrooms and seating area daily.
 - 3. Power washing exterior of bus stop, sidewalk, and seating area as needed, but no less than once per month.
 - 4. Glass and window cleaning as needed, but no less than weekly.
 - 5. Graffiti removal, as necessary.
 - 6. Supply paper products, cleaning equipment and cleaning solutions.
- C. Compliance with all laws applicable to cleaning the bus stop.
- D. Prompt reporting of maintenance and upkeep issues that may impact use of the bus stop for its intended purpose to the CITY.

Responsibilities of CITY:

- A. Oversight, maintenance, and upkeep to keep the following in good working order:
 - 1. bus stop structure, which includes but is not limited to, the interior and exterior walls, sidewalks and walking paths, electricity and plumbing, including all fixtures, floor and roof, restroom, parking lot, and landscaping

- B. Enforcement of parking regulations.
- C. Coordination with TRANSIT on parking lot usage and improvements.

TERM AND TERMINATION

This MOU is effective upon execution and shall terminate on June 30, 2031, subject to renewal by mutual agreement. Either party may terminate with thirty (30) days written notice with or without cause.

FINANCIAL PROVISIONS

Each party bears its own costs unless otherwise agreed in writing.

INDEMNIFICATION

To the fullest extent allowed by law, the Parties shall indemnify, defend, and hold each other harmless from all claims, losses, damages, liabilities, and costs, including attorney's fees, arising from injuries, death, or property damage caused by the negligent acts, errors, omissions, recklessness, or willful misconduct of either Party or their agents, except for the sole negligence of either Party. This duty includes defense obligations under California Civil Code Section 2778 and survives termination of this Agreement.

INSURANCE

The Parties shall provide proof of a policy of insurance satisfactory to each other and documentation evidencing that the Parties maintain insurance that meets the following requirements.

- A. Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage.
- B. Proof of coverage as evidence that the insurance required herein is being maintained shall be provided. The insurance will be issued by an insurance company or be provided through partial or total self-insurance.
- C. The certificate of insurance must include the following provisions stating that:
 - 1) The insurance required herein shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice; and

- 2) The Parties, their officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. Proof shall be made by providing a certified copy, or other acceptable evidence, or an endorsement to insurance policy as additional insured.
- D. The Parties agree that the required insurance must be maintained throughout the Agreement's term. If the insurance expires during the term, the Parties must provide a new certificate of insurance at least thirty (30) days before expiration, coverage the remainder of the term , or for a period of not less than one (1) year. If a Party fails to maintain the insurance, the other Party may terminate the Agreement, in addition to any other available remedies.
- E. Failure to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Agreement.
- F. Any failure to comply with the reporting provisions of the policies shall not affect coverage.
- G. The insurance companies shall have no recourse against either party, its officers, agents, employees, or any of them for payment of the other party's premiums or assessments under any policy issued by an insurance company.
- H. The Parties indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Agreement.

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NOTICES

All notices and communications required during the administration of this Agreement shall be addressed as follows:

To CITY: Denis Nishihara
City of Placerville
549 Main Street
Placerville, CA 95667
dnishihara@cityofplacerville.org

To TRANSIT: Brian James
El Dorado County Transit Authority
6565 Commerce Way
Diamond Springs, CA 95619
bjames@eldoradotransit.com

**EL DORADO COUNTY
TRANSIT AUTHORITY**

CITY OF PLACERVILLE

Brian James
Executive Director

Joe Wren
Interim City Manager