

AGENDA ITEM 1 D  
Action Item

**MEMORANDUM**

**DATE:** April 4, 2024

**TO:** El Dorado County Transit Authority

**FROM:** Erik Bergren, Planning and Marketing Manager

**SUBJECT:** Memorandum of Understanding Update for South Lake Tahoe Express Commuter Service

**REQUESTED ACTION:**  
**BY MOTION,**

- 1. Review and Approve the Updated Memorandum of Understanding (MOU) with the Capitol Corridor Joint Powers Authority (CCJPA) for Operation of the South Lake Tahoe Express Commuter Service.**
- 2. Authorize the Executive Director to Execute a Final updated MOU with the CCJPA.**
- 3. Authorize the Executive Director to Finalize and Execute Other Third-Party Agreements Necessary for Reservations/Ticketing, Vehicle Staging and Passenger Facilities Utilized in the Operation of the Tahoe Express Service.**

**BACKGROUND**

California Senate Bill 742 was passed in 2019 and amended SEC. 2. Section 14035.55 of the Government Code authorizing the State's three (3) State-supported intercity passenger rail lines to sell stand-alone tickets for connecting motor coach services. As enacted, the law requires the intercity rail authorities that operate feeder bus service to collaborate with public transit operators that can provide these services and to avoid conflicts with existing public transit service.

The adopted Western El Dorado County 2024 Short-Range Transit Plan (S RTP) recommends partnerships with other regional transit agencies for these types of services to reinforce customer benefits and help transit agencies recover from decreased ridership due to the pandemic.

The El Dorado County Transit Authority (El Dorado Transit) currently operates one (1) round trip bus per day between the Sacramento Valley Station and the City of South Lake Tahoe, connecting Capitol Corridor passenger trains to El Dorado Transit's intercity, thruway bus service.

## **DISCUSSION**

The attached updated MOU is the result of work by El Dorado Transit staff and the Capitol Corridor Joint Powers Authority (CCJPA) staff to continue the partnership agreement between El Dorado Transit and CCJPA that allows El Dorado Transit to operate the daily Sacramento to South Lake Tahoe bus service. Updates to the MOU are minor, and include set cost obligations, a change in the frequency of payment and fare reporting, and an update to the holidays serviced by the El Dorado Transit staff to include the Juneteenth holiday.

Now in its fourth year, the South Lake Tahoe Express Commuter Service has been well-received. Ridership has increased steadily from an average of 17.1 riders per day in 2021, to 31.4 in 2024, an 84% increase. Despite occasional cancellations due to fires and extreme weather in winter months, riders are very pleased with the service.

The CCJPA Board of Directors approved the updated MOU on February 21, 2024. Staff recommends that the Board approve the updated MOU between El Dorado Transit and CCJPA and authorize the Executive Director to execute the final updated MOU. Staff also recommends that the Board authorize the Executive Director to finalize and execute other third-party agreements with Amtrak for reservations and ticketing, the City of Sacramento for vehicle staging, and the Tahoe Transportation District for passenger facilities utilized in the operation of the Tahoe Express Service.

## **FISCAL IMPACT**

The proposed MOU update maintains a 50/50 net operating cost sharing agreement between El Dorado Transit and the CCJPA for the Tahoe Express Service. Under this arrangement, El Dorado Transit will continue to retain the fare revenues collected on the service and the remaining operating costs will continue to be split between the two (2) parties. During Fiscal Year 2022/23 the average fare revenue was \$24.43 per one-way passenger. The obligation of El Dorado Transit will not exceed \$205,000 each year and \$615,000 for the full three (3) year term of the MOU.

**EL DORADO COUNTY TRANSIT AUTHORITY  
AND  
CAPITOL CORRIDOR JOINT POWERS AUTHORITY  
MEMORANDUM OF UNDERSTANDING  
FOR THRUWAY BUS SERVICE BETWEEN SACRAMENTO AND  
SOUTH LAKE TAHOE**

This Memorandum of Understanding, is made and entered into this 1<sup>st</sup> day of July ~~2021~~2024 by and between the El Dorado County Transit Authority (“El Dorado Transit”) and Capitol Corridor Joint Powers Authority (“CCJPA”) collectively “parties” or individually as “party.”

**I. Recitals**

- 1.01 El Dorado Transit is a joint powers authority whose primary objective is providing public transportation on the Western Slope of El Dorado County with its principal office located at 6565 Commerce Way, Diamond Springs, CA 95619.
- 1.02 CCJPA is a joint powers authority whose primary responsibility is the operation of train and bus service on the Capitol Corridor (San Jose/Oakland/Sacramento/Auburn) Route. CCJPA receives funds from Caltrans and uses these funds to contract with Amtrak, pursuant to the Caltrans/Amtrak Contract, for rail and bus service along the Capitol Corridor Route. CCJPA’s principal office is located at 2150 Webster Street, 3rd Floor, Oakland, CA 94612.

**II. Responsibilities of the Parties**

2.01 South Lake Tahoe Commuter Service

Commencing July 1, 2024, El Dorado Transit will expand their existing Sacramento Commuter service to include service to South Lake Tahoe using its own coach operators and equipment (the “South Lake Tahoe Commuter Service” or the “Service”). The South Lake Tahoe Commuter Service will operate between the Sacramento Valley Station and South Lake Tahoe in accordance with the schedule and route information that is attached hereto and incorporated herein by reference as Exhibit A: South Lake Tahoe Commuter Schedule, Routing, and Fare Rate.

2.02 Service Levels

The South Lake Tahoe Commuter Service shall be provided by El Dorado Transit as follows:

- 1. One (1) daily weekday (Monday – Friday) roundtrip service between Sacramento Valley Station and South Lake Tahoe;
- 2. One (1) Saturday roundtrip and one (1) Sunday roundtrip service between Sacramento Valley Station and South Lake Tahoe; and

3. One (1) daily roundtrip service between Sacramento Valley Station and South Lake Tahoe on the following (~~H~~I12) holidays, as observed by El Dorado Transit:
  - a. New Year's Day
  - b. Martin Luther King Jr.'s Birthday
  - c. President's Day
  - d. Memorial Day
  - e. Juneteenth
  - ~~e~~.f. Independence Day
  - ~~f~~.g. Labor Day
  - ~~g~~.h. Veteran's Day
  - ~~h~~.i. Thanksgiving Day
  - ~~i~~.j. Friday After Thanksgiving
  - ~~j~~.k. Christmas Eve
  - ~~k~~.l. Christmas Day

2.03 Schedule Deviation

El Dorado Transit will operate the South Lake Tahoe Commuter Service to the best of its ability to adhere to agreed upon schedules, but the parties recognize that the Service may be off schedule due to traffic, weather, detours, accidents, strikes, nationally declared disasters and other situations and circumstances beyond El Dorado Transit's control. El Dorado Transit will not be held liable for such off schedule trips or missed trips.

2.04 Additional Services

The parties may request from time to time additional bus service(s), which includes, but may not be limited to, services in addition to those provided in Exhibit A or described in Section 2.02. El Dorado Transit will review its operational ability to provide such additional services. El Dorado Transit has sole discretion in approving any additional bus services.

2.05 Emergency Services

El Dorado Transit shall have the sole discretion to provide emergency services for reasons including, but not limited to, passenger overflow, mechanical breakdown, traffic events, act(s) of God, and/or accidents, without approval of CCJPA. El Dorado Transit shall provide electronic notification to CCJPA within 24 hours of initiating emergency service. The cost for any emergency services shall be shared equally between the parties.

2.06 Schedule and Route Changes

In the event a party desires to change the schedule or route for the South Lake Tahoe Commuter Service to provide connections at Sacramento Valley Station between the Sacramento Commuter Service, the Capitol Corridor Rail Service, and affected services, the requesting party shall notify the other party of the request. The party receiving the request shall respond within five (5) business

days. In the event of a dispute, El Dorado Transit shall have final authority to accept or deny the request. El Dorado Transit shall be responsible for producing schedules for the South Lake Tahoe Commuter Service.

#### 2.07 Bus Features

El Dorado Transit will provide an identified location on the bus for storage of traveler's personal items such as bicycles, luggage, and snow sports equipment. El Dorado Transit will provide limitations on the amount and size of luggage and other personal items, as mutually agreed by the parties. CCJPA and El Dorado Transit will mutually agree upon bus features for current and any future buses procured by El Dorado Transit for the South Lake Tahoe Commuter Service. In the event of a dispute, El Dorado Transit shall have final authority for approval over any bus features. El Dorado Transit may use a bus without the agreed upon features when providing emergency services as described in Section 2.05.

#### 2.08 Decals

El Dorado Transit shall affix Capitol Corridor decals, no larger than 20 inches in diameter to the sides of buses designated for the South Lake Tahoe Commuter Service. A rail safety message decal that is provided through the partnership between CCJPA and California Operation Lifesaver and is approved by the parties shall be affixed to the rear of each bus designated for the South Lake Tahoe Commuter Service.

#### 2.09 Quarterly Meetings

Representatives of the parties shall meet quarterly or as needed to discuss the Service, marketing, connections, fares, actual service costs, any necessary adjustments based on the actual services costs, and other issues related to the Service. El Dorado Transit will coordinate the scheduling of such meetings and will convene the meetings at a location as convenient as possible for the parties. The representatives of the parties may agree to modify the Service's routing and schedule at such time or as otherwise described herein.

### **III. Cost Calculations, Payment, and Revenue Credits**

#### 3.01 Operating Costs and Payments

The cost to provide the South Lake Tahoe Commuter Service shall be calculated by El Dorado Transit and shared equally between the parties after farebox revenue is calculated and applied. Farebox revenue shall be collected by a Third-Party ticketing vendor. El Dorado Transit shall invoice CCJPA on a quarterly basis for CCJPA's portion of the cost and provide monthly reports as agreed to by both parties. The Sacramento-South Lake Tahoe Service Cost Summary incorporated herein by reference as Exhibit B, shall accompany all invoices to identify services rendered during the invoiced quarter. Revenue credits, which are available funds after all operating costs have been paid, will be shared equally between the parties. Parties agree to expend grants and/or State/Federal funding received by

either party specifically for the South Lake Tahoe Service on the Service. Revenue credits may be reinvested by the parties into the service, for capital improvements, new equipment, additional service frequencies, or other improvements for the betterment of the Service, as agreed upon by the parties. Under no circumstances will the obligation of the parties exceed **\$205,000 each, per year**. Furthermore, under no circumstances will the obligation of the parties exceed **\$615,000** each for the full three (3) year term of this MOU. Parties may mutually agree to adjust the obligation of CCJPA and/or El Dorado Transit by an amendment to this MOU.

### 3.02 Service Increments Fare Revenue

The fare revenue that is attributable to passengers purchasing a fare for the South Lake Tahoe Commuter Service as a portion of a fare for other public transportation shall be collected by CCJPA. The fare attributable to the South Lake Tahoe Commuter Service shall be segregated by CCJPA and paid to El Dorado Transit as part of El Dorado Transit's cost calculation as described in Section 3.01.

### 3.03 Wi-Fi Costs

El Dorado Transit and CCJPA will share equally in the cost of Wi-Fi service for the South Lake Tahoe Commuter Service. El Dorado Transit shall include this cost in the quarterly invoice to CCJPA described in Section 3.01.

## IV. Fares

### 4.01 One-Way Cash Fare

The parties agree to apply a one-way cash fare for the South Lake Tahoe Commuter Service. Fare rates, which shall be adhered to by the parties, are set forth in the South Lake Tahoe Commuter Schedule, Routing, and Fare Rate attached as Exhibit A. Any subsequent changes to the fares for the Service are within the sole jurisdiction of El Dorado Transit. However, El Dorado Transit shall solicit input from CCJPA prior to the implementation of any fare adjustment.

4.02 Both parties shall recognize and apply any and all fare discounts recognized by either party to the Service's fare. CCJPA must notify El Dorado Transit thirty (30) days in advance of any fare discount or promotional fare or the elimination of such fares and promotional discounts not in place at the time of execution of this Memorandum of Understanding.

## V. Mutual Aid/Roadside Assistance Reimbursement

5.01 The parties agree that all costs for emergency repairs or mutual aid from another transit agency or roadside assistance from a third party shall be ~~a~~-shared equally between the parties.

## **VI. Term and Termination**

- 6.01 The term of this Memorandum of Understanding is from July 1, 2024, through June 30, 2027.
- 6.02 This Memorandum of Understanding may be extended for additional periods of time as agreed upon by the parties.
- 6.03 Any party may give notice of its intent to terminate participation in this Memorandum of Understanding without cause by giving at least six (6) months advance written notice to the other party. The termination shall be effective as to all parties on the first day of the month following the six (6) month notice period. Prior to termination, all compensation and revenues due from one party to the other under this Memorandum of Understanding shall be paid and any loaned equipment and materials shall be returned to their respective owners.

## **VII. General Provisions**

### **7.01 Independent Contractor**

No relationship of employer and employee is intended or created by this Memorandum of Understanding. In the performance of its work and duties, El Dorado Transit is at all times acting and performing as a public entity providing public transportation services. CCJPA shall neither have nor exercise control or direction over the methods by which El Dorado Transit performs the Service pursuant to this Memorandum of Understanding; provided, however, that El Dorado Transit agrees that all work performed pursuant to this Memorandum of Understanding shall be in strict accordance with currently approved and generally accepted professional methods and practices. The sole interest of the parties is to ensure that such Service is performed and rendered in a competent and cost-effective manner and in accordance with this Memorandum of Understanding.

### **7.02 Federal, State and Local Laws**

The parties warrant that in the performance of this Memorandum of Understanding, each party shall comply with all applicable Federal, State, and local laws, regulations, and ordinances.

### **7.03 No Conflict of Interest**

Each party represents that it currently has no interest, and shall not have any interest, direct or indirect, that would conflict in any manner with the performance required under this Memorandum of Understanding.

### **7.04 Time of the Essence**

Time is of the essence in this Memorandum of Understanding.

### **7.05 Cross Promotional/Marketing/Ridership**

- a) Parties agree to promote the South Lake Tahoe Commuter Service and to cooperate to develop marketing campaigns that promote this Service. Each party shall be responsible for funding and disseminating marketing/information through their respective marketing channels. Each party shall maintain their best efforts in providing such marketing/information dissemination focused on areas with the highest likelihood of increasing ridership.
- b) Each party agrees to submit to the other parties any and all advertising, sales promotion, and other publicity materials relating to the South Lake Tahoe Commuter Service in which any party's name is mentioned, inferred, or implied. Each party further agrees not to publish or use any such advertising, sales promotion, or publicity materials relating to the South Lake Tahoe Commuter Service without the prior written consent of the other parties.

7.06 Consent to Breach Not Waiver

No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

7.07 Addition of Transit Agencies to the Memorandum of Understanding

The parties may include additional transit agencies to this Memorandum of Understanding upon mutual approval of the parties and incorporated into the Memorandum of Understanding by amendment. Additional transit agencies will be required to financially participate in funding the Service by the amount approved by the parties.

7.08 Non-Assignment

No party shall encumber, assign, or otherwise transfer any right or interest in this Memorandum of Understanding without prior express written consent of each of the parties. A consent to one assignment shall not be deemed to be a consent to any subsequent assignment. Any encumbrance, assignment, transfer, or assignment of interest in this Memorandum of Understanding without prior written permission or consent of the parties, whether it be voluntary or involuntary by operation of law or otherwise, is void and shall be just cause at the option of the other party to terminate this Memorandum of Understanding.

7.09 Notices

All notices under this Memorandum of Understanding shall be deemed duly given upon delivery, if delivered by hand; or three days after posting, if sent by registered mail, return receipt requested; to a party hereto at the address set forth herein or to such other address as a party may designate by notice pursuant hereto:



**El Dorado County Transit Authority:**

Executive Director  
El Dorado Transit Authority  
6565 Commerce Way  
Diamond Springs, CA 95619

**Capitol Corridor Joint Powers Authority:**

Managing Director  
Capitol Corridor Joint Powers Authority  
1000 Broadway, Suite 604  
Oakland, CA 94607

7.10 Mutual Indemnification

Each party will indemnify, hold harmless, and defend the other party, its directors, board members, officers, employees, and agents against any and all liability, claims, suits, actions, injuries, costs, or expenses arising from loss of or damage to property, and injuries to or death of any person (including but not limited to employee property or employees of each party) when arising out of or resulting from any act or omission by the indemnifying party, its agents, employees, contractors, or subcontractors in connection with any aspect of the Services provided or activities performed pursuant to this Memorandum of Understanding.

This indemnification will survive termination or expiration of this Memorandum of Understanding.

7.11 Insurance

El Dorado Transit will provide insurance and will maintain a minimum insurance coverage as follows:

- a. General Liability Insurance coverage for property damage and bodily injury in the amount of ten million dollars (\$10,000,000), with a deductible not to exceed \$250,000 per occurrence covering the Services to be performed by El Dorado Transit. The policy shall contain the coverages and exclusions contained in the policy.
- b. Excess Liability Insurance coverage for property damage and personal injury in excess of the insurance provided for in subdivision (i) above, in the amount of fifteen million dollars (\$15,000,000), generally covering the services to be performed by El Dorado Transit. The policy shall contain the coverages and exclusions contained in the policy.

7.12 Amendment

This Memorandum of Understanding may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, signed by an authorized representatives of each party and attached hereto.

7.13 Governing Law

This Memorandum of Understanding is governed by and construed in accordance with the laws of California.

7.14 Entire Memorandum of Understanding

This Memorandum of Understanding, together with all attachments, subordinate, and other documents incorporated by reference herein, constitutes the entire Memorandum of Understanding between the parties with respect to the subject matter contained herein and may only be modified by an amendment executed in writing by both parties hereto. All prior agreements, representations, statements, negotiations, understandings, and undertakings are superseded.

7.15 Authority

Each party has full power and authority to enter into and perform this Memorandum of Understanding, and the person signing this Memorandum of Understanding on behalf of each has been authorized and empowered to enter into this Memorandum of Understanding. Each party further acknowledges that it has read this Memorandum of Understanding, understands it, and agrees to be bound by it.

7.16 Severability

Should any term or provision of this Memorandum of Understanding be determined to be illegal or in conflict with any law of the State of California, the validity of the remaining portions or provisions shall not be affected thereby, and each term or provision of this Memorandum of Understanding shall be valid and be enforced as written to the full extent permitted by law.

7.17 Dispute Resolution

All disputes, actions, or proceedings arising in connection with this Memorandum of Understanding shall be Litigated only in Alameda County or, if acceptable to both parties, another mutually agreeable location.

7.18 Right to Audit

During the term of this Memorandum of Understanding, upon reasonable notice not less than three working days, and no more than once per year, parties shall permit auditors or any other duly authorized party agents to inspect all books, records, and accounts relating to amounts invoiced that relate to the South Lake Tahoe Commuter Service, including supporting documentation provided to El

Dorado Transit by vendors in connection therewith. All such books, records, accounts, and documents shall be maintained by El Dorado Transit in accordance with generally accepted accounting principles and be accessible to parties for a period of three (3) years following the expiration of each contract period. Any such inspection shall be performed at the location where the particular book, record or account is normally maintained by the parties.

**IN WITNESS THEREOF**, this Memorandum of Understanding is executed by the El Dorado County Transit Authority and the Capitol Corridor Joint Powers Authority and is effective on the day and year first hereinabove written.

**EL DORADO COUNTY TRANSIT AUTHORITY (EL DORADO TRANSIT):**

BY: \_\_\_\_\_  
Brian James, Executive Director

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

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**CAPITOL CORRIDOR JOINT POWERS AUTHORITY (CCJPA)**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Robert Padgette  
Managing Director

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

**Exhibit A:** South Lake Tahoe Commuter Schedule, Routing, and Fare Rate.

Exhibit A South Lake Tahoe Commuter Schedule, Routing, and Fare Rate											
	Westbound Schedule				Fare Rate		Eastbound Schedule				Fare Rate
	Bus Schedule Number		3647	3697			Bus Schedule Number		3624		
	Connecting Train Number		547	747			Connecting Train Number		524/720		
Train Station	Sacramento Valley Station (SAC)	DP	4:45pm	5:55pm		Bus Stop	Stateline Transit Center (SLH)	DP	10:00am		
Bus Stop	Cameron Park-N-Ride (PCV)	DP	3:15pm	4:25pm	\$20.00	Bus Stop	South Y Transit Center (SLT)	DP	10:40am		
Bus Stop	Placerville Station Transfer Center (CPC)	DP	3:00pm	4:10pm	\$20.00	Bus Stop	Placerville Station Transfer Center (PCV)	DP	11:00am	\$20.00	
Bus Stop	South Y Transit Center (SLT)	DP	1:40pm	2:50pm	\$34.00	Bus Stop	Cameron Park-N-Ride (CPC)	DP	12:20pm	\$20.00	
Bus Stop	Stateline Transit Center (SLH)	ARR	1:25pm	2:35pm	\$34.00	Train Station	Sacramento Valley Station (SAC)	ARR	12:30pm	\$34.00	

Note: Buses departing and arriving in Sacramento will be connecting to the Capitol Corridor service.

**Exhibit B:** South Lake Tahoe Commuter Service Cost Summary.

Exhibit B South Lake Tahoe Commuter Service Cost Summary				
Cost	Operating	Third-Party Ticket Vendor	Wifi	Mutual Aid/Roadside Assistance
<b>Total Service Cost:</b>		\$00,000.00		

Notes: