



**CAPITOL CORRIDOR JOINT POWERS AUTHORITY
SPECIAL MEETING OF THE BOARD OF DIRECTORS
Wednesday, May 1, 2024 | 10:00 a.m.**

This meeting will be held in person in the Solano Transportation Authority Board Room with an option for participation via teleconference.

Participants may join the CCJPA Board Meeting as follows:

- **In person** in the Solano Transportation Authority Board Room located at 423 Main Street, 1st Floor, Suisun City, CA 94585 *or* any of the teleconference locations listed below; *or*
- **Via telephone** by calling 1-833-548-0282 (Toll Free) and entering access code 889 8826 6214; *or*
- **Via Zoom** by logging into Zoom.com and entering access code 889 8826 6214; *or*
- **Via Zoom** by typing the Zoom link <https://us06web.zoom.us/j/88988266214> into your web browser.

A simultaneous teleconference will take place at the following locations:

BART Headquarters / CCJPA Offices 2150 Webster Street, Oakland, CA 94612 1 st Floor – Bid Room 161	City of Santa Clara City Hall 1500 Warburton Ave., Santa Clara, CA 95050 Council Conference Room – East Wing, 1 st Floor
Placer County Transportation Planning Agency 2260 Douglas Blvd, Suite 130 - Conference Room 1 Roseville, CA 95661	San Jose City Hall 200 E Santa Clara St. – Floor 15, Room 1572 San Jose, CA 95113
Auburn City Hall 1225 Lincoln Way – Room 10 Auburn, CA 95603	-----

The full agenda packet, supplemental materials, and presentation materials can be accessed or downloaded electronically at www.capitolcorridor.org/ccjpa-board, or by scanning the QR code.



Public comments may be submitted via the following methods:

1. **Written** comments:
 - Send via email to ccjpaboard@capitolcorridor.org.
 - Indicate “Public Comment” as the subject line.
 - Please submit your comments as far in advance as possible. Emailed comments received by 3:00 pm on Tuesday, April 30th will be provided to the Board in advance of the meeting and will be included as part of the permanent Meeting record. Comments received after that time will be provided to the Board following the Meeting; *or*
2. **Verbal** comments, limited to two minutes per person, per item:
 - Complete a “Request to Address the Board” form (available at the entrance to the Board Room) and hand it to the Secretary before the Item is considered by the Board.
 - Call 1-833-548-0282 (Toll Free), enter access code 889 8826 6214, dial *9 to raise your hand when you wish to speak, and dial *6 to unmute when you are requested to speak; *or*
 - Log into Zoom.com, enter access code 889 8826 6214, and use the raise hand feature; *or*
 - Join the Board meeting via the Zoom link <https://us06web.zoom.us/j/88988266214> and use the raise hand feature.

AGENDA

- I. Call to Order
- II. Roll Call and Pledge of Allegiance (*Est. Time: 5 minutes*)
- III. Report of the Chair (*Est. Time: 5 minutes*)
- IV. Consent Calendar (*Est. Time: 5 minutes*) *Action*
 1. Approve Minutes of the February 21, 2024 Meeting
 2. Authorize Three-Year Agreement for CCJPA’s FY 2025 – FY 2027 Marketing and Advertising Services
 3. Authorize Amendment to the FY 2024 Creative:MINT Agreement to support Marketing and Communications for Tap2Ride
 4. Authorize Application for the FY 2024 Federal Consolidated Rail Infrastructure and Safety Improvements (CRISI) Discretionary Grant Program for CCJPA’s Right-of-Way Safety Improvement Program
 5. Authorize Amendment to the Kuba Agreement to Increase Contract Capacity and Extend the Contract Term to Support Tap2Ride Contactless Payments
 6. Authorize Agreement with All Day Cable Inc. for the California Passenger Information Display System (CalPIDS) Modernization Project
- V. Action and Discussion Items
 1. *Adopt FY 2024-25 – FY 2025-26 Annual Business Plan (*Est. Time: 20 minutes*) *Action*
 2. Authorize FY 2024 CCJPA/Amtrak Operating Agreement (*Est. Time: 10 minutes*) *Action*
 3. Capital Project Update (*Est. Time: 15 minutes*)
 - a. Capital Project Spotlight: Agnew Siding and Santa Clara Crossover *Info*
 - b. CCJPA Capital Project Portfolio *Info*
 4. Legislation and Funding Update – State and Federal (*Est. Time: 5 minutes*) *Info*
 5. Managing Director’s Report (*Est. Time: 10 minutes*) *Info*
 6. CCJPA Project and Program Updates (*Est. Time: 0 mins*) *Info*
 - a. Marketing and Communications Activities
 - b. Sacramento to Roseville Third Track
 - c. South Bay Connect
 - d. Davis Crossover and Signal Replacement
 - e. Stege Crossover and Signal Upgrade
 - f. Right-of-Way Safety & Security

- g. Link21 Program
- h. CalPIDS Modernization

- VI. Board Director Reports (*Est. Time: 5 minutes*)
- VII. Public Comments (*Est. Time: 10 minutes*)
- VIII. Adjournment. Next Meeting Date: 10:00 a.m., June 26, 2024 – SF Bay Area Rapid Transit Board Room in Oakland

***Requires an affirmative vote of at least two-thirds (11) of the appointed members.**

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

The CCJPA Board provides services/accommodations upon request to persons with disabilities and individuals who are limited English proficient who wish to address CCJPA Board matters. A request must be made within one and five days in advance of Board meetings, depending on the service requested. Please contact the Secretary's Office at (510) 464-6083 for information.

Capitol Corridor Joint Powers Authority

2150 Webster Street, P. O. Box 12688, Oakland, CA 94612-2688



BOARD OF DIRECTORS DRAFT MINUTES OF THE 137TH MEETING (REGULAR) WEDNESDAY, FEBRUARY 21, 2024

Members of the Board of Directors

Robert Raburn, Chair (BART)
Bruce Houdesheldt, Vice Chair (PCTPA)
Debora Allen (BART)
Bevan Dufty (BART)
Janice Li (BART)
John McPartland (BART)
Rebecca Saltzman (BART)
Jim Holmes (PCTPA)
Bret Daniels (SRTD)
Caity Maple (SRTD)
Sudhanshu Jain (SCVTA)
Omar Torres (SCVTA)

Steve Bird (STA)
Alma Hernandez (STA)
Josh Chapman (YCTD)
Lucas Frerichs (YCTD)
Alice Dowdin Calvillo (PCTPA Alternate)
Patrick Kennedy (SRTD Alternate)
Robert McConnell (STA Alternate)
Tom Stallard (YCTD Alternate)

MEETING DESCRIPTION

The 137th meeting of the Board of Directors of the Capitol Corridor Joint Powers Authority (CCJPA) was held at 10:00 a.m., Wednesday, February 21, 2024, via simultaneous teleconference and in the San Francisco Bay Area Rapid Transit District Board Room, 2150 Webster Street, 1st Floor, Oakland, California 94612; Front Conference Room, 1st Floor, Dixon City Hall, 600 East A Street, Dixon, California 95620; Council Conference Room – East Wing, 1st Floor, City of Santa Clara City Hall, 1500 Warburton Avenue, Santa Clara, California 95050. Chair Raburn presided; April B. A. Quintanilla, Recording Secretary.

I. CALL TO ORDER

Chair Raburn called the meeting to order at 10:13 a.m.

II. ROLL CALL AND PLEDGE OF ALLEGIANCE

Directors Present in Oakland: Robert Raburn, San Francisco Bay Area Rapid Transit District (BART); Josh Chapman, Yolo County Transportation District (YCTD); Lucas Frerichs, YCTD; Alma Hernandez, Solano Transportation Authority (STA); Caity Maple, Sacramento Regional Transit District (SRTD); John McPartland, BART; Rebecca Saltzman, BART; Omar Torres, Santa Clara Valley Transportation Authority (SCVTA).

Director Present via Teleconference in Dixon: Steve Bird, Solano Transportation Authority (STA).

Director Present via Teleconference in Santa Clara: Sudhanshu Jain, SCVTA.

Directors Absent: Directors Debora Allen, BART; Bret Daniels, SRTD; Bevan Dufty, BART; Jim Holmes, Placer County Transportation Planning Agency (PCTPA); and Janice Li, BART. Director Bruce Houdesheldt, PCTPA, entered the Meeting later.

Director McPartland led the Pledge of Allegiance.

III. REPORT OF THE CHAIR

Chair Raburn began the Meeting with opening remarks, guiding attendees on accessing meeting materials, Public Comment procedures, and Board Member remarks. Chair Raburn welcomed Director John McPartland, emphasizing his esteemed background as a military officer and his 16-year tenure on the BART Board. Chair Raburn also highlighted the formation of the Link21 Ad Hoc Committee and acknowledged Jim Allison's, Manager of Planning, exceptional contributions to transportation equity, celebrating his recognition at the Sacramento Women in Transportation seminar with the prestigious WTS 2024 Honorable Ray LaHood Award.

IV. CONSENT CALENDAR

Chair Raburn brought the following Consent Calendar items before the Board:

1. Approve Minutes of the November 15, 2023 Meeting.
2. Authorize the CCJPA and El Dorado County Transit Authority Bus Service Agreement.
3. Authorize CCJPA to Enter an Affordable Housing Sustainable Communities (AHSC) Grant for Agnew Siding Capital Funding.



4. Authorize CCJPA to Contract with HDR for Completion of National Environmental Policy Act (NEPA) Documentation for the Sacramento to Roseville Third Mainline Track (Phase One) Project.

Action

Director Saltzman moved to approve the Consent Calendar by one motion. Director Frerichs seconded the motion, which carried by unanimous roll call vote and resulted in the actions outlined below:

1. The Minutes of the November 15, 2023 Meeting were approved. (10-0)
2. Resolution No. 24-1, In the Matter of Authorizing the CCJPA/El Dorado County Transit Authority Bus Service Agreement, was adopted. (10-0)
3. Resolution No. 24-2, In the Matter of Authorizing CCJPA Being a Potential Affordable Housing Sustainable Communities (AHSC) Grant Award Partner with Charities Housing for the Agnew Siding Project in the City of San Jose. (10-0)
4. Resolution No. 24-3, In the Matter of Authorizing CCJPA to Contract up to \$700,000 with HDR for Completion of the National Environmental Policy Act (NEPA) Documentation Requirements for the Sacramento to Roseville Third Mainline Track Project (SR3T). (10-0)

Vote Summary:

Moved / Seconded: Director Saltzman / Director Frerichs

Aye: Directors Raburn, Bird, Chapman, Frerichs, Hernandez, Jain, Maple, McPartland, Saltzman, and Torres.

No: 0.

Abstain: 0.

Absent: Directors Houdesheldt, Allen, Daniels, Dufty, Holmes, and Li.

Result: 10-0, motion carried by unanimous roll call vote.

V. ACTION AND DISCUSSION ITEMS

1. Caltrans District 3 Mitigation Plan Including Capitol Corridor Service Support.

Robert Padgette, Managing Director, presented the item, focusing on Caltrans District 3's (D3) Mitigation Plan, which encompasses support for Capitol Corridor services. Managing Director Padgette emphasized D3's anticipation of increased Vehicle Miles Traveled (VMT) due to the implementation of Managed Lanes, necessitating California Environmental Quality Act (CEQA)-mandated mitigation. Additionally, Director Padgette discussed D3's collaboration with the CCJPA to explore potential enhancements for the Capitol Corridor system, such as fare reductions and expanded service.

Public Comment

No comments were received.

Discussion

The item was discussed by Board Members and staff.

Director Jain moved adoption of Resolution No. 24-4 , In the Matter of Authorizing CCJPA Staff Being Authorized to Participate in Caltrans District 3 Mitigation Plan Involving Capitol Corridor Service Support for the Interstate 80 Managed Lane Project.



Director Frerichs seconded the motion.

Action

Upon motion by Director Jain and second by Director Frerichs, Resolution No. 24-4, In the Matter of Authorizing CCJPA Staff Being Authorized to Participate in Caltrans District 3 Mitigation Plan Involving Capitol Corridor Service Support for the Interstate 80 Managed Lane Project, was adopted by unanimous roll call vote.

Vote Summary:

Moved / Seconded: Director Jain / Director Frerichs

Aye: Directors Raburn, Bird, Chapman, Frerichs, Hernandez, Jain, Maple, McPartland, Saltzman, and Torres.

No: 0.

Abstain: 0.

Absent: Directors Houdesheldt, Allen, Daniels, Dufty, Holmes, and Li.

Result: 10-0, motion carried by unanimous roll call vote.

2. CCJPA's Supplemental Environmental Impact Report (EIR) for the Sacramento to Roseville, Phase 1.

Manager of Planning Allison presented the item, highlighting that the Supplemental Environmental Impact Report (SEIR) supplements the November 2015 Final Environmental Impact Report (FEIR) previously adopted by the CCJPA Board; that key modifications include changes to two locations: Elvas Railroad Bridge Crossings and the Capitol Corridor Layover Yard; and that the approval of the SEIR aims to render the previously certified EIR adequate with revisions.

Public Comment

No comments were received.

Discussion

The item was discussed by Board Members and staff.

Director Hernandez moved adoption of Resolution No. 24-5, In the Matter of Certifying Pursuant to the California Environmental Quality Act (CEQA) The Supplemental Environmental Impact Report (SEIR) for the Sacramento to Roseville Third Mainline Track (SR3T) Project.

Director McPartland seconded the motion.

Action

Upon motion by Director Hernandez and second by Director McPartland, Resolution No. 24-5, In the Matter of Certifying Pursuant to the California Environmental Quality Act (CEQA) The Supplemental Environmental Impact Report (SEIR) for the Sacramento to Roseville Third Mainline Track (SR3T) Project, was adopted by unanimous roll call vote.

Vote Summary:

Moved / Seconded: Director Hernandez / Director McPartland

Aye: Directors Raburn, Bird, Chapman, Frerichs, Hernandez, Jain, Maple, McPartland, Saltzman, and Torres.

No: 0.

Abstain: 0.

Absent: Directors Houdesheldt, Allen, Daniels, Dufty, Holmes, and Li.

Result: 10-0, motion carried by unanimous roll call vote.

Director Jain moved adoption of Resolution No. 24-6, In the Matter of Approving the Project Following the Certification of a Supplemental Environmental Impact Report (SEIR) for the Sacramento to Roseville Third Mainline Track (SRJT) Project.

Director Torres seconded the motion.

Action

Upon motion by Director Jain and second by Director Torres, Resolution No. 24-6, In the Matter of Approving the Project Following the Certification of a Supplemental Environmental Impact Report (SEIR) for the Sacramento to Roseville Third Mainline Track (SRJT) Project, was adopted by unanimous roll call vote.

Vote Summary:

Moved / Seconded: Director Jain / Director Torres

Aye: Directors Raburn, Bird, Chapman, Frerichs, Hernandez, Jain, Maple, McPartland, Saltzman, and Torres.

No: 0.

Abstain: 0.

Absent: Directors Houdesheldt, Allen, Daniels, Dufty, Holmes, and Li.

Result: 10-0, motion carried by unanimous roll call vote.

3. Capital Project Update-
 - a. Capital Project Spotlight: Carquinez Crossing Phase 2 (75% Update).
 - b. CCJPA Capital Project Portfolio.

Vice Chair Houdesheldt entered the meeting in Oakland.

Manager of Planning Allison presented the item, highlighting an update on the Carquinez High-Level Crossing Study, including an overview of the engineering feasibility analysis, a review of Phase 1 completed in 2022, and an update on the current Phase 2 study, which has examined four options with only one deemed viable.

Public Comment

The following individuals addressed the Board:

Aleta Dupree
Michael Barnbaum
Derek Sagehorn

Liz Ames
Doug Kerr

Discussion

The item was discussed by Board Members and staff.

Action

No Board action was taken, as the item was presented for information only.

4. Legislation and Funding Update – State and Federal.

Managing Director Padgette presented the item, highlighting that Continuing Resolutions were hindering progress and delaying the issuance of funding opportunity notices by the Federal Railroad Administration (FRA). Managing Director Padgette also affirmed the commitment to monitor these developments closely and to share updates with stakeholders interested in investing in projects, such as grade separation, and indicated that the focus remains on tracking the budget process at the state level and monitoring the California State Transportation Agency (CalSTA).

Public Comment

Michael Barnbaum addressed the Board.

Discussion

The item was discussed by a Board Member and staff.

Action

No Board action was taken, as the item was presented for information only.

5. Managing Director’s Report.

Managing Director Padgette reported on performance, customer service, 49ers’ season ridership, and welcoming a new employee, Wissem Bouali (Financial Analyst II), to the CCJPA team.

Public Comment

No comments were received.

Discussion

The item was discussed by Board Members and staff.

Action

No Board action was taken, as the item was presented for information only.

6. CCJPA Project and Program Updates.
 - a. CCJPA FY 2022-23 Independent Financial Audit.
 - b. FY 2025-26 Annual Business Plan Workshops.
 - c. Marketing and Communications Activities.
 - d. Sacramento to Roseville Third Track.
 - e. South Bay Connect.
 - f. Davis Crossover and Signal Replacement.
 - g. Stege Crossover and Signal Upgrade.
 - h. Agnew Siding.
 - i. Right-of-Way Safety & Security.
 - j. Link21 Program.
 - k. CalPIDS Modernization.

Item 6 was not presented, but Director Frerichs provided comments regarding Item 6-F, Davis Crossover and Signal Replacement.

VI. BOARD DIRECTOR REPORTS

Chair Raburn invited Board Director reports and shared his recent participation in a workshop aboard train 525 in Sacramento, where he engaged with the public to gather feedback for the Business Plan. Additionally, Chair Raburn discussed his experience in using the tolls available with the Tap2Ride program to ensure accurate documentation for expense reports.

VII. PUBLIC COMMENTS

Chair Raburn invited comments from the public. Allen Miller and Aleta Dupree addressed the Board.

VIII. ADJOURNMENT

The Meeting adjourned at 11:49 a.m. Next Meeting Date: 10:00 a.m., April 17, 2024 – Solano Transportation Authority Board Room in Suisun City.

April B. A. Quintanilla
Secretary

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

MEMORANDUM

TO: Capitol Corridor Joint Powers Authority Board **DATE:** April 26, 2024

FROM: Robert Padgette
Managing Director, CCJPA

SUBJECT: Authorize Three-Year Agreement for CCJPA’s FY 2025 – FY 2027 Marketing and Advertising Services

PURPOSE

For the CCJPA Board to authorize contract with a competitively procured advertising services agency to support the FY 2025, FY 2026, and FY 2027 Marketing and Communications programs.

BACKGROUND

Marketing and Communications Plan Overview

The CCJPA’s marketing and communications plan for FY 2025-27 will include the following elements, which will be supported by an advertising agency:

- Development of a creative advertising campaign to market the Capitol Corridor service
- Media purchasing and planning coordination for advertising campaigns.
- Social Media Marketing to include organic and boosted content, as well as influencer content.
- Targeted Campaigns for niche markets such as Seniors, College/University, special events, etc.
- Promotional Partnership Development to attract leisure travelers.
- Content and Graphics development and production for digital and print collateral for online, on board, and at station channels.

Three-Year Contract with selected Advertising Agency

To maximize cost efficiencies and workflow production, staff is seeking to enter into contract for a three-year period with a competitively selected advertising agency for amounts not-to-exceed \$750,000 for each fiscal year, for a total of \$2,250,000 over a three-year period.

Year one of the contract will be pending California State Transportation Agency (CalSTA) funding allocation for the upcoming FY 2025 period. Options to renew for FY 2026 and FY 2027 will be pending CalSTA funding allocation for those fiscal years.

The agency will provide full advertising services such as creative development, media planning and purchasing, social media placement, and campaign oversight. Use of the advertising agency will ensure consistency in the application of the current campaign to all advertising channels and creation of new campaigns, and it will also allow the media purchase budget to be maximized.

Additionally, the advertising agency can provide CCJPA support in media purchasing and creative design updates for other marketing needs and opportunities that materialize during the fiscal year.

RECOMMENDATION

It is recommended that the CCJPA Board authorize funding for the CCJPA FY 2025-27 Advertising Services Plan for an amount not-to-exceed \$750,000 each fiscal year, for a total of \$2,250,000, pending CalSTA annual funding allocation for Marketing activities. It is also recommended that the CCJPA Board authorize the CCJPA Executive Director or their designee to enter into a three-year contract with selected advertising agency and execute any necessary actions for the implementation of the FY 2025 – FY 2027 marketing and communication plans.

Motion: The CCJPA Board adopts the attached resolution.

BEFORE THE
CAPITOL CORRIDOR JOINT POWERS AUTHORITY
BOARD OF DIRECTORS

In the Matter of Authorizing a three-year contract to support the advertising elements of the CCJPA’s FY 2025 – FY 2027 Marketing and Communications Plan

Resolution No. 24-7

WHEREAS, the CCJPA has identified a need to grow overall ridership, including both leisure and business travel, and is developing campaigns and programs to target these markets in its FY 2025-27 Marketing and Communications Plans; and

WHEREAS, the CCJPA seeks to enter into three-year contract with the selected advertising agency to oversee and execute all aspects of the CCJPA Advertising Plan; and

WHEREAS, the selected advertising agency will support activities in the CCJPA’s FY2025, FY 2026, and FY2027 Marketing and Communications; and

WHEREAS, the CCJPA has identified a not-to-exceed budget of \$750,000 for each year of the FY 2025, FY 2026, and FY 2027 advertising plans that will be supported by California State Transportation Agency (CalSTA)-Allocated funds for Marketing; and be it

RESOLVED, that the CCJPA Board does hereby approve a competitively sourced advertising contract to support the FY 2025 – FY2027 Advertising Plan for an amount of \$750,000 per year for three years, equivalent to a total not-to-exceed contract maximum threshold of \$2,250,000, supported by CalSTA funding for Marketing allocated via CCJPA’s Annual Business Plan process;

AND BE IT FURTHER RESOLVED, that the CCJPA Board authorizes the CCJPA Executive Director or their designee to execute all necessary agreements actions for the implementation of the FY 2025 – FY 2027 Marketing and Communications Plan.

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ACTION:	DATE:	ATTEST:
Ayes:		<hr style="width: 80%; margin: 0 auto;"/> April B. A. Quintanilla Secretary
Noes:		
Abstain:		

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

MEMORANDUM

TO: Capitol Corridor Joint Powers Authority Board **DATE:** April 26, 2024

FROM: Robert Padgette
Managing Director, CCJPA

SUBJECT: Authorize Amendment to the FY 2024 Creative:MINT Agreement to support Marketing and Communications for Tap2Ride

PURPOSE

For the CCJPA Board to authorize an amendment to increase the funding authority and contract duration for the Creative:MINT agreement with CCJPA's current advertising agency to continue to support marketing and communications activities for the Tap2Ride contactless payment program.

BACKGROUND

CCJPA entered into a contract with Creative:MINT for FY 2024 advertising and marketing support services, and as part of this contract, Creative:MINT provided creative graphics services to develop branding and recruitment materials to support the Tap2Ride program. The original contract value for FY 2024 of \$750,000, year three renewal of a three-year contract, is set to end June 30, 2024. As CCJPA has progressed in developing the Tap2Ride pilot and is poised to expand the program this summer, additional contract capacity is needed to allow a seamless transition from FY 2024 to a new contract for FY 2025 with the completion of the procurement process. Tap2Ride marketing and communications activities supported by this contract include instructional and promotional videos, copywriting, and updated digital and print graphics, with estimated expenses totaling up to \$75,000. The total contract capacity needed to support the transition to FY 2025 is \$825,000 and would also require an extension of the contract termination date to the end of the calendar year in December 2024. This increase will be funded by CalITP/Tap2Ride funding allocated via the ABP approval process.

RECOMMENDATION

It is recommended that the CCJPA Board authorize an amendment to the Creative:MINT agreement to increase its contract capacity to \$825,000 and extend the contract term to December 2024, which will be funded by Cal-ITP/Tap2Ride funding.

Motion: The CCJPA Board adopts the attached resolution.

BEFORE THE
CAPITOL CORRIDOR JOINT POWERS AUTHORITY
BOARD OF DIRECTORS

Resolution No. 24-8

In the Matter of Authorizing an Amendment to the FY 2024 Creative:MINT Agreement to support Marketing and Communications for Tap2Ride

WHEREAS, Creative:MINT is a current vendor that was competitively procured to provide marketing, communications, and website development support to CCJPA;

WHEREAS, the value of Creative:MINT’s original contract was \$750,000 as approved by the CCJPA Board (Resolution 23-12) and if approved by the CCJPA Board, would increase to \$825,000, thus allowing for seamless creative marketing and communications support for the upcoming “Tap2Ride” expansion; and

WHEREAS, CCJPA Staff has identified California Integrated Travel Project Tap2Ride funding allocated to CCJPA from the California State Transportation Agency (CalSTA) via its Annual Business Plan process to support the increased contract capacity; and

WHEREAS, the Creative:Mint contract as executed terminates in June 2024, to gain maximum value of any increased contract authority and to sustain the service being provided, CCJPA staff has determined the need to extend the termination date to December 2024 for the delivery of instructional and promotional videos, copywriting, and updated digital and print graphics to support the Tap2Ride program expansion; and

WHEREAS, the proposed additional funding capacity and time extensions for the contracts will allow CCJPA to sustain marketing, communication, and website development activities to support the evolving Tap2Ride program through the end of the calendar year 2024; therefore be it

RESOLVED, that the CCJPA Board authorize an amendment to the Creative:Mint agreement to support Tap2Ride Marketing and Communications activities which will extend the term to December 2024 and increase the contract capacity to \$825,000, funded by Cal-ITP/Tap2Ride funding allocated by CalSTA via the Annual Business Plan approval process.

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ACTION:	DATE:	ATTEST:
Ayes:		<hr style="width: 80%; margin: 0 auto;"/> April B. A. Quintanilla Secretary
Noes:		
Abstain:		

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

MEMORANDUM

TO: Capitol Corridor Joint Powers Authority Board **DATE:** April 26, 2024

FROM: Robert Padgette
Managing Director, CCJPA

SUBJECT: Authorize CCJPA's Application for the FY 2024 Federal Consolidated Rail Infrastructure and Safety Improvements (CRISI) Discretionary Grant Program as a Federal Match to the State's Investment in Support of CCJPA's Right-of-Way Safety Improvement Program

PURPOSE

To authorize CCJPA's application for FY 2024 federal CRISI grant funding with a match of State Rail Assistance funding in support of the CCJPA's Right-of-Way (ROW) Safety Improvement Program. Applications are due May 28, 2024.

BACKGROUND

CCJPA has identified the need to reduce the incidents of fatalities, injuries, and trespasser caused delays to service along the Capitol Corridor route. CCJPA's ROW Safety Improvement Program aims to secure the ROW in locations with a particularly high rate of fatalities, injuries, and/or delay causing incidents through the installation of security fencing. This project will include a before and after study to understand the effectiveness of the fencing in reducing incidents and preventing unauthorized access to the ROW, identify locations where fencing is often breached, and develop a plan of how to best secure other locations on our ROW and better maintain its condition to maximize its effectiveness over time.

This project will focus on incident hotspots in Solano, Contra Costa, and Alameda Counties. Key locations identified to prioritize with this program consist of the sections between just north of Fairfield-Vacaville and just south of Suisun/Fairfield stations, between just north of Richmond and just south of Emeryville stations, and between Jack London Square and Fremont stations. These locations represent 26% of Capitol Corridor's route mileage yet account for 54% of Capitol Corridor's delay incidents (averaging approximately 60 hours of delay per year) and 67% of Capitol Corridor's safety incidents (including 59 fatalities since 2016). We estimate approximately 17 miles of fencing is needed to secure areas with inadequate existing fencing. This effort to secure the ROW is an important part of Capitol Corridor's larger effort to prevent the devastating loss of life and significant disruption to the provision of reliable passenger rail service along our corridor.

CCJPA has identified the Federal Railroad Administration's (FRA) FY 2024 CRISI discretionary grant funding as a potential source of these improvements. Applications are due May 28, 2024. CCJPA staff has identified a budget of \$25 million, consisting of \$20 million of federal CRISI funding matched with \$5 million in existing State Rail Assistance (SRA) funding to support the Right-of-Way Safety Improvement Program.

RECOMMENDATION

It is recommended that the CCJPA Board approve CCJPA's application for the FY 2024 federal CRISI grant program to seek \$20 million in federal funds matched by the existing State Rail Assistance funding to support the CCJPA's Right-of-Way Safety Improvement Program.

Motion: The CCJPA Board adopts the attached resolution.

BEFORE THE
CAPITOL CORRIDOR JOINT POWERS AUTHORITY
BOARD OF DIRECTORS

Resolution No. 24-9

In the Matter of approving CCJPA’s application for federal Consolidated Rail Infrastructure and Safety Improvement (CRISI) Grant Funding for CCJPA’s Right-of-Way Safety Improvement Program/

WHEREAS, CCJPA has identified the need for up to \$25 million of funding to support CCJPA’s Right-of-Way Safety Improvement Program; and

WHEREAS, the CCJPA has sufficient State Rail Assistance funding dedicated to the Right-of-Way Safety program to meet the CRISI state match requirements for receiving federal funding; and

WHEREAS, the CCJPA Right-of-Way Safety Improvement Program is anticipated to reduce the number of incidents of striking trespassers in the right-of-way used in operations and thus reduce the much too often catastrophic fatalities, injuries, and service delay impacts; and

WHEREAS, the FY 2024 CRISI applications must be submitted by the due date of May 28, 2024; and therefore be it

RESOLVED, that the CCJPA Board does hereby approve the CCJPA to apply for FY 2024 CRISI funding for the CCJPA’s Right-of-Way Safety Program.

AND BE IT FURTHER RESOLVED, that the CCJPA Board hereby authorizes the CCJPA Executive Director or their designee to execute all necessary and appropriate actions based on CRISI funding requirements and project delivery.

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ACTION:	DATE:	ATTEST:
Ayes:		<hr style="width: 100%;"/> April B. A. Quintanilla Secretary
Noes:		
Abstain:		

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

MEMORANDUM

TO: Capitol Corridor Joint Powers Authority Board **DATE:** April 26, 2024

FROM: Robert Padgette
Managing Director, CCJPA

SUBJECT: Authorize an Amendment to the Kuba Agreement to Increase Contract Capacity and Extend the Contract Term to Support Tap2Ride Contactless Payments

PURPOSE

For the CCJPA Board to authorize an amendment to the agreement with Kuba, the current contactless payment reader vendor, to increase the contract maximum threshold to \$2,189,817 and extend the term to February 2030 in support of the Tap2Ride contactless payment program.

BACKGROUND

CCJPA entered into a contract with Kuba (based on the State's California Integrated Travel Project (Cal-ITP) set up under a Master Agreement approach) as the Contactless Payment Reader for the Tap2Ride contactless payment minimum viable product (MVP) or pilot launch of contactless payment on the Capitol Corridor trains. At the time CCJPA received blanket authorization from the CCJPA Board for the launch with the various vendors, Kuba included, required for a full Contactless Payment solution which was procured via the California Department of General Services' (DGS) master contract approach. The original Kuba contract value is \$787,691 and expires in August 2025. As CCJPA has experienced the launch of the Minimum Viable Product (MVP) or Tap2Ride, there are several software changes that CCJPA identified with Kuba that were necessary beyond the initial cab car installation, extension of a warranty, and other configuration changes that required capital costs against the current available contract capacity. Unless modified, the CCJPA will run out of contract capacity by August 2024. The proposed contract amendment would allow for future operational costs and additional software changes. Based on the present analysis of the contract capacity need, the approval of this item would increase the contract capacity to \$2,189,817 and extend the contract term to February 2030, both of which are in line with the State's DGS master contract with Kuba.

RECOMMENDATION

It is recommended that the CCJPA Board authorize Amendment 1 to the Kuba agreement to increase the maximum contract threshold to a not-to-exceed amount of \$2,189,817 and extend the contract expiration date to February 2030.

Motion: The CCJPA Board adopts the attached resolution.

BEFORE THE
CAPITOL CORRIDOR JOINT POWERS AUTHORITY
BOARD OF DIRECTORS

Resolution No. 24-10

In the Matter of Authorizing Authorize Amendment 1
of the Kuba Agreement to Increase Contract Capacity
and Extend the Contract Term to Support Tap2Ride
Contactless Payments/

WHEREAS, Kuba is the current contactless payment reader vendor for CCJPA in the role of reading Tap2Ride payments made by Capitol Corridor riders under the State of California’s Department of General Services’ (DGS) Master Services Agreement under the California Integrated Travel Project (Cal-ITP); and

WHEREAS, the value of the original contract was initially \$787,691 as developed under CCJPA Resolution 21-26 and, if approved by the CCJPA Board, would increase to \$2,189,817, thus allowing for ongoing operations costs as well as for any software changes in the future; and

WHEREAS, the present contract as executed terminates in August 2025, to gain maximum value of any increased contract authority and to sustain the service being provided, the CCJPA and Kuba can increase the contract termination date to February 2030; and

WHEREAS, the proposed additional funding capacity for the contract and time extension of the contract will allow CCJPA to sustain the evolving “Tap2Ride” program with Kuba as a key vendor in the contactless payment solution; therefore be it

RESOLVED, that the CCJPA Board authorize an amendment to the Kuba agreement to increase the contract capacity up to a total of \$2,189,817 and increase the executed contract term to February 2030 as rendered under the terms of the State DGS Master Contract for Transit Payment Services;

AND BE IT FURTHER RESOLVED, that the CCJPA Board request that the CCJPA provide the California Secretary of Transportation and California Department of Transportation (Caltrans) copies of this resolution indicating the adoption of this resolution as may be requested by those agencies.

#

ACTION:	DATE:	ATTEST:
Ayes:		<hr style="width: 80%; margin: 0 auto;"/> April B. A. Quintanilla Secretary
Noes:		
Abstain:		

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

MEMORANDUM

TO: Capitol Corridor Joint Powers Authority Board **DATE:** April 26, 2024

FROM: Robert Padgette
Managing Director, CCJPA

SUBJECT: Authorize an Agreement with All Day Cable Inc. for California Passenger Information Display System (CalPIDS) Modernization Project's Cabinet Electrical Work

PURPOSE

For the CCJPA Board to authorize an agreement with All Day Cable Inc. for CalPIDS cabinet electrical work to support the CalPIDS Modernization project, which will then allow new CalPIDS and telecommunications hardware to be installed in the new cabinets.

BACKGROUND

CCJPA has been leading the CalPIDS Modernization Project since 2019, and a critical implementation step is the installation of new equipment cabinets at all 17 Capitol Corridor stations to house new CalPIDS and telecommunications hardware. To date, new cabinets have been installed at all stations except three (these three are pending permits). The next step before hardware can be installed in the cabinets is to provide electrical power to the cabinets. The specific scope of work includes installing new circuit breakers at the stations, installing new electrical outlets within the cabinets, and pulling electrical wires between the electrical panels and the cabinets.

All Day Cable Inc. is a trusted contractor who has worked on CCJPA's passenger information display for over a decade and has the appropriate railroad right-of-way safety experience and training to do this station's electrical work. All Day Cable Inc. solicited multiple bids from various electricians in coordination with CCJPA for a competitive bid process. The not-to-exceed agreement amount is \$126,184 and includes a 10% contingency for unforeseen circumstances and costs for a period of performance of six months from agreement execution. The electrical work will be funded by State Rail Assistance dedicated to the CalPIDS Modernization Project.

RECOMMENDATION

It is recommended that the CCJPA Board approve the CCJPA to execute an agreement with All Day Cable Inc. for California Passenger Information Display System (CalPIDS) Modernization project's cabinet electrical work, with a not-to-exceed amount of \$126,184 which will be funded by State Rail Assistance funding.

Motion: The CCJPA Board adopts the attached resolution.

BEFORE THE
CAPITOL CORRIDOR JOINT POWERS AUTHORITY
BOARD OF DIRECTORS

Resolution No. 24-11

In the Matter of Authorizing CCJPA to Execute an Agreement with All Day Cable Inc. for California Passenger Information Display System (CalPIDS) Cabinet Electrical Work

WHEREAS, CCJPA is leading the California Passenger Information Display System (CalPIDS) Modernization Project; and

WHEREAS, new CalPIDS and telecommunications hardware need electrical power to operate within new equipment cabinets at all Capitol Corridor stations; and

WHEREAS, the new CalPIDS equipment cabinets currently do not have electrical power connected; and

WHEREAS, the CalPIDS cabinet electrical work will be funded by State Rail Assistance dedicated to the CalPIDS Modernization Project; and therefore, be it

RESOLVED, that the CCJPA Board does hereby approve the agreement with All Day Cable Inc. for the CalPIDS Modernization project's cabinet electrical work, for a not-to-exceed amount of \$126,184 which will be funded by State Rail Assistance Funding.

#

ACTION:	DATE:	ATTEST:
Ayes:		<hr/> April B. A. Quintanilla Secretary
Noes:		
Abstain:		

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

MEMORANDUM

TO: Capitol Corridor Joint Powers Authority Board **DATE:** April 26, 2024

FROM: Robert Padgette
 Managing Director, CCJPA

SUBJECT: Adopt Draft FY 2024-25 – FY 2025-26 Annual Business Plan

PURPOSE

For the CCJPA Board to adopt the Draft CCJPA FY 2024-25 – FY 2025-26 Annual Business Plan Update, which will be submitted to the California State Transportation Agency.

BACKGROUND

The draft FY 2024-25 – FY 2025-26 Annual Business Plan (ABP) Update was released for public review in January, with public workshops for the ABP held in late January 2024. Comments received during the public review process have been incorporated as appropriate. At the May 1, 2024 CCJPA Board of Directors Special Meeting, CCJPA staff will present the draft ABP to the CCJPA Board for approval. The draft ABP and summary of public comments received are included with this agenda item for your review. The Board-approved draft ABP will be finalized and submitted to the Secretary of the California State Transportation Agency (CalSTA) in early May 2024.

Due to the COVID-19 global pandemic, CCJPA reduced service beginning in March 2020 and expects to continue to operate a temporary reduced operating plan for train and bus service until at least the first quarter of FY 2024-25. Future increases in train and bus service will be based on financial conditions, equipment availability, and CalSTA approval.

Capitol Corridor Route	FY 2024-25	FY 2025-26
Sacramento – Oakland	30 weekday/22 weekend trains	30 weekday/22 weekend trains
Oakland – San Jose	14 daily trains	14 daily trains
Sacramento – Roseville	2 daily trains (with plans for up to 20)	2 daily trains (with plans for up to 20)
Roseville – Auburn	2 daily trains	2 daily trains
Amtrak Operations + Train Equipment Maintenance Budget	\$39.4 million	\$37.9 million

In summary, this ABP anticipates the restoration of the Capitol Corridor train service plan to pre-COVID levels (30 weekday and 22 weekend trains) during the first quarter of FY 2025 (as reflected in the budget forecasts included in the ABP); provides a capital program that is consistent with the CCJPA *Vision Implementation Plan* (adopted November 2016), aligns with the *California State Rail Plan* (December 2017); and conforms with the guidelines for the new state funding opportunities via the enactment of SB 1 to support the CCJPA’s service expansion plans. The CCJPA ABP includes the following highlights:

- **Long-term service plan improvement activities** over the next two fiscal years will include the engineering design of the Sacramento to Roseville service expansion project and the environmental and design phase of the South Bay Connect (formerly Oakland to San Jose Phase 2A) project. CCJPA will also continue to partner with BART on the initial planning stages for Link21, a new Transbay rail crossing, including BART and standard gauge interregional passenger rail services.
- CCJPA will continue to work with Union Pacific Railroad to **maintain railroad right-of-way infrastructure** in prime condition to reduce delays and ensure excellent on-time performance [90%+] for Capitol Corridor trains.
- **Improvements to rolling stock include** improving onboard bike storage and transitioning to a new third-party maintainer, which will give CCJPA the ability to improve cleaning and maintenance standards.
- **Service amenity improvements** include continual Wi-Fi portal improvements in content and bandwidth; modernization of the Passenger Information Display System across State-supported intercity passenger rail services, with implementation ongoing through calendar year 2024; and the Tap2Ride Minimum Viable Project (MVP) phase for the California Integrated Ticketing Program (CalITP), which launched in March 2023.
- **Marketing strategies** for FY 2024-25 – FY 2025-26 focus on developing and implementing a comprehensive marketing plan to attract and grow ridership to pre-pandemic levels. Over the next two fiscal years, CCJPA will develop renewed partnerships with new destinations, create programs to enhance the overall customer experience, and seek out opportunities to grow ridership via micro-markets. Seasonal campaigns are planned to position Capitol Corridor as a distinct regional service brand, and CCJPA will continue to coordinate with local partners and Amtrak on promotions, outreach, and shared marketing collateral efforts.

As presented in the following table and detailed in Table 9-1 of the ABP, compared to the current period FY 2024, the total proposed combined budgets requested by CCJPA for operating, marketing, and administrative expenses are expected to decrease overall by 22% in FY 2025. This includes a net decrease of 28% in the Amtrak operating contract due to the transition of train equipment maintenance to a new provider with contract held by San Joaquins Joint Powers Authority (SJJPA). Funding for train equipment maintenance will be requested by SJJPA on behalf of CCJPA. CCJPA has limited direct control over the Amtrak operating costs and must follow the newly revised costing methodology that establishes the cost structure for Amtrak-provided services. There is also an increase of four percent to the Administrative and Information Customer Support Services budgets due to inflationary increases. Inclusive of the cost of maintenance to be included in the SJJPA budget request, the change in costs represents an increase of 6%.

The Amtrak Operating budgets for FY 2024-25 – FY 2025-26 were developed using historical operating costs and service data/metrics and are estimated to align with the newly implemented Passenger Rail Investment and Improvement Act (PRIIA) Section 209 policy and costing methodology. The State’s Cost Optimization Strategic Initiative (COSI) model to project the estimated operations subsidy need for each California intercity rail corridor based on various service levels and revenue assumptions, which has recently been updated to include changes due to the new cost methodology for COSI 2.0, was used to estimate the operations funding needed for the FY 2024-25 Amtrak Operations funding request along

with the incorporation of other planned operating assumptions. Amtrak is expected to provide its estimates (operating expenses, ridership, and revenues) for FY 2024-25 in late May of 2024, at which time, staff will update the funding request in the final ABP that is submitted to CalSTA in June 2024. The operating budget update and any other budget estimate revisions will be included in Section 9 of the CCJPA FY 2024-25 – FY 2025-26 Annual Business Plan submitted to CalSTA. As well, operating budget changes will be included in the FY 2025 CCJPA/Amtrak operating contract (effective October 1, 2024), which is currently expected to be presented to the CCJPA Board for adoption at its September 18, 2024 meeting.

With a transition expected to commence in late FY 2024, equipment maintenance for the Capitol Corridor service will be transferred from Amtrak to a new maintenance provider, and therefore the Amtrak Operations funding request has been reduced accordingly. The new maintenance contract will be managed by the San Joaquin Joint Powers Authority (SJJPA), and therefore funding for the contract will be requested by SJJPA on behalf of CCJPA, as indicated in the table below.

Funding Request

CCJPA FY 2024-25 & FY 2025-26			
DRAFT FUNDING REQUIREMENT & SUPPLEMENTAL ALLOCATIONS			
Capitol Corridor Service	AUTHORIZED	REQUESTED	REQUESTED
	¹ FY 2023-24 Budget <i>Reduced Service</i>	² FY 2024-25 Budget <i>Pre-Pandemic Service</i>	FY 2025-26 Budget <i>Pre-pandemic Service</i>
FUNDING REQUEST			
Operating			
³ Amtrak Operating Expenses	\$ 62,807,936	\$ 56,659,336	\$ 54,023,092
Amtrak Operating Revenue	\$ (25,641,038)	\$ (29,911,618)	\$ (32,252,216)
Operating - Amtrak (Expenses less revenue)	\$ 37,166,898	\$ 26,747,718	\$ 21,770,876
⁴ Train Equipment Maintenance	\$ -	\$ 12,646,693	\$ 16,143,955
⁵ Direct Operations	\$ 575,011	\$ 831,258	\$ 994,463
Information Customer Support Services	\$ 1,467,373	\$ 1,526,068	\$ 1,587,111
CCJPA Administrative Management			
Administration	\$ 4,000,194	\$ 4,160,201	\$ 4,326,609
Marketing	\$ 1,683,970	\$ 1,683,970	\$ 1,683,970
⁶ TOTAL CCJPA Admin & Operating Allocation	\$ 44,893,446	\$ 34,949,215	\$ 30,363,029
CCJPA SUPPLEMENTAL ALLOCATION			
Minor Capital	\$ 500,000	\$ 500,000	\$ 500,000
Capitalized Maintenance	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
TOTAL CCJPA Supplemental Allocation	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000
⁷CA INTERCITY PASSENGER RAIL (IPR) SUPPORT SUPPLEMENTAL ALLOCATION			
Northern California Onboard Wi-Fi	\$ 2,735,601	\$ 3,074,776	\$ 2,009,399
Link21 (New Transbay Rail Crossing)	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000
California Integrated Travel Program (CallTP)	\$ 9,149,000	\$ 7,000,000	\$ 7,000,000
Passenger Information Display System Support	\$ 633,295	\$ 2,031,945	\$ 1,394,128
TOTAL CA IPR Supplemental Allocation	\$ 14,017,896	\$ 13,606,721	\$ 11,903,527
⁸ Total Funding Request	\$ 60,411,342	\$ 50,055,936	\$ 43,766,556

- ¹Train Service forecast for FY 2023 assumes restoration to pre-pandemic levels of 30 weekday/22 weekend in the first quarter of FY 2023-24. Operating current reduced level of service of 22 weekday/18 weekend trains as of October 1, 2023.
- ²Forecasts for Amtrak Operations is based on the Cost Optimization Strategic Initiative (COSI) model outputs developed by California Department of Transportation (Caltrans) Division of Rail and Mass Transit (DRMT) along with the California Intercity Passenger Rail Joint Powers Authorities, including CCJPA.
- ³Amtrak Operating Expenses for FY 2025 & FY 2026 were developed using the recently revised Passenger Rail Investment and Improvement Act (PRIIA) Section 209 Costing Methodology and COSI 2.0 which was modified to account for revisions in the Section 209 Costing Methodology. FY 2025 & FY 2026 Amtrak estimates do not include train equipment maintenance which will be provided by a new maintainer.
- ⁴Funding for the maintenance of the equipment to operate the Capitol Corridor service is transitioning from Amtrak to another third-party maintainer. The new equipment maintenance contract has been procured by SJJPA who will pay for the costs on behalf of the Northern California Fleet, including CCJPA, for which funding will be requested by San Joaquin Joint Powers Authority (SJJPA) on behalf of CCJPA in its Annual Business Plan process.
- ⁵Direct Operations captures operating expenses that were formerly included in the Amtrak Operating contract, as well as other direct operating expenses, such as bus partnerships, station contracts, transit transfers, rail safety, and system monitoring.
- ⁶Total CCJPA Funding needed for Operations and Administration does not include the Train Equipment Maintenance budget which is being requested on behalf of CCJPA by SJJPA.
- ⁷CA Intercity Passenger Rail (IPR) Support Supplemental Allocation is funding to support CCJPA-led projects that benefit the three California IPRs including the Capitol Corridor, the San Joaquins, and the Pacific Surfliner.
- ⁸Total CCJPA Funding Requirement does not include the Train Equipment Maintenance budget which is being requested on behalf of CCJPA by SJJPA.

RECOMMENDATION

It is recommended that the CCJPA Board approves the draft CCJPA 2024-25 – FY 2025-26 Annual Business Plan and submit a to the Annual Business Plan to the Secretary of CalSTA. Approval of the revised Annual Business Plan Update requires an affirmative vote of at least two-thirds (11) of the appointed members.

Motion: The CCJPA Board adopts the attached resolution.

BEFORE THE
CAPITOL CORRIDOR JOINT POWERS AUTHORITY
BOARD OF DIRECTORS

In the Matter of
Approving the Draft FY 2024-25 –
FY 2025-26 Annual Business Plan
for the Capitol Corridor Joint Powers Authority/

Resolution No. 24-12

WHEREAS, the CCJPA staff have prepared a Draft 2024-25 – FY 2025-26 Annual Business Plan (ABP) Update, held a series of public workshops to solicit input from in January 2024, and received public comments, which were incorporated into the draft document as appropriate; and

WHEREAS, CCJPA staff has, in the draft ABP, included updated service plans and operating cost estimates as a result of the COVID-19 global pandemic and its impact on travel demand for the Capitol Corridor intercity passenger rail service; and

WHEREAS, the ABP Update reflects a plan to restore train service to pre-COVID-19 pandemic levels in the first quarter of FY 2025, which is 30 weekday trains and 22 weekend trains; and

WHEREAS, the ABP, and outlines a capital funding strategy to advance the Capitol Corridor Joint Powers Authority’s (CCJPA) Capital Improvement Program (CIP) that incorporates relevant elements of the California State Rail Plan (December 2017), and conforms with the guidelines for the new state funding opportunities via the enactment of SB 1 to support the CCJPA’s service expansion plans; and

WHEREAS, for the draft Annual Business Plan, CCJPA is requesting funding to support Administration, Operations, and Marketing to operate the Capitol Corridor service in the amount of \$34.9 million for FY 2025; \$1.5 million for Minor Capital and Capitalized Maintenance; and supplemental allocations to support the California Intercity Passenger Rail services in the amount of \$13.6 million for the California Integrated Travel Project (Cal-ITP), Northern California Wi-Fi, the California Passenger Display System (CalPIDS) and Link21; and

WHEREAS, CCJPA expects to receive Amtrak’s operating forecast in late May of 2024 and will update the funding request in the FY 2024-25 – FY 2025-26 Annual Business Plan Update to reflect the funding needed to operate the Capitol Corridor Service in the final version that will be submitted to the California State Transportation Agency (CalSTA) in June 2024; and

WHEREAS, CCJPA staff will continue working with the California State Transportation Agency, California Department of Transportation (Caltrans), the other California Intercity Passenger rail partners, and Amtrak to monitor ridership demand and pursue cost-saving strategies and additional funding opportunities to support the service; and therefore be it; and

RESOLVED that the CCJPA Board does hereby approve and adopt the draft FY 2024-25 – FY 2025-26 Annual Business Plan Update for the Capitol Corridor Service;

AND BE IT FURTHER RESOLVED, that the CCJPA forthwith transmit a copy of this resolution to CalSTA and Caltrans.

#

ACTION:	DATE:	ATTEST:
Ayes:		<hr/> April B. A. Quintanilla Secretary
Noes:		
Abstain:		

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

MEMORANDUM

TO: Capitol Corridor Joint Powers Authority Board **DATE:** April 26, 2024

FROM: Robert Padgette
Managing Director, CCJPA

SUBJECT: FY 2023-24 CCJPA/Amtrak Operating Agreement

PURPOSE

For the CCJPA Board to authorize the execution of the CCJPA/Amtrak FY 2023-2024 (FY 2024) Operating Agreement for Amtrak's operation of the Capitol Corridor Service (intercity train and feeder bus).

BACKGROUND

Pursuant to the transfer and funding agreements with the State, CCJPA's Annual Business Plan (ABP) identifies the annual funding requested for the level of Capitol Corridor intercity passenger rail and feeder bus (IPR) service proposed for the federal fiscal year (FFY) to align with Amtrak's federal appropriation. The CCJPA Board-approved FY 2024 ABP submitted to the California State Transportation Agency (CalSTA) assumes a gradual return to pre-pandemic service levels and ridership for FY 2024 (Resolution 23-6). Due to funding resources and equipment availability concerns, the FY 2024 Amtrak Operating agreement presented for authorization will support the current level of temporary reduced service for FY 2024.

FY 2024 Amtrak Operating Agreement

CCJPA is requesting authorization of the FY 2024 Amtrak Operating Agreement for a not-to-exceed amount of \$36.28 million, effective October 1, 2023, for the current level of reduced train service for the full fiscal year. As recovery continues from the COVID-19 global pandemic, the estimate for revenue for October 2023 through September 2024 is \$25.06 million under the proposed Amtrak agreement. The projected expenses for the current level of service for the full fiscal year is \$61.34 million.

As directed by the 2021 Infrastructure Investment and Jobs Act (IIJA) legislation, which initiated historic investments in passenger rail service, the State-Amtrak Intercity Passenger Rail Committee (SAIPRC) was directed to review and revise the Passenger Rail Investment and Improvement Act (PRIIA) Section 209, which included redefining the system for calculating the operating and capital expenses States pay. The goal of the costing methodology revision was to ensure that States and Amtrak have higher levels of control, appropriate incentives to manage costs and revenue, greater predictability, and reduced administrative burdens. Amtrak Operating costs for FY 2024 were developed using the revised cost allocation methodology.

A draft copy of the FY 2024 CCJPA/Amtrak Operating Agreement is included as part of this agenda item. Terms of the agreement include:

- FY 2024 operating costs developed using the newly revised cost allocation methodology, which establishes rates for each of the major operating categories, and actual pass-through costs for third-party expenses such as fuel, host railroad, and connecting motorcoach;
- Maintains the modified UPRR railroad performance payment program of higher incentives for improved dispatching of Capitol Corridor trains.
- The right by the CCJPA to audit and inspect any aspect of the contract;
- Extra work and compensation are negotiated on a project-by-project basis between the parties; and
- Performance criteria and incentives for Amtrak's performance with assessments for non-performance.

FY 2024 Amtrak Operating Funding

The FY 2024 Amtrak Operating agreement in the amount of \$36.28 million will be funded by the FY 2024 Amtrak Operating funding allocated by CalSTA in the FY 2024 ABP approval letter dated September 23, 2024. This funding was authorized by the CCJPA Board to support FY 2024 Amtrak Operations at the September 2023 meeting (Resolution 23-18).

RECOMMENDATION

The SCG recommends that the CCJPA Board authorize the execution of the FY 2024 CCJPA/Amtrak Operating Agreement for the months of October 2023 - September 2024 with a contract amount not-to-exceed \$36.28 million, contingent upon approval as to form by CCJPA legal counsel; and authorize the CCJPA Executive Director or their designee to execute all necessary and appropriate actions and agreements for the implementation of the Program.

Motion: The CCJPA Board adopts the attached resolution.

BEFORE THE
CAPITOL CORRIDOR JOINT POWERS AUTHORITY
BOARD OF DIRECTORS

In the Matter Approving the Agreement for the Provision of Rail Passenger Service ("FY 2024 Operating Agreement") Between the National Railroad Passenger Corporation and the Capitol Corridor Joint Powers Authority /

Resolution No. 24-13

WHEREAS, as of October 1, 2022, the National Railroad Passenger Corporation ("Amtrak") and Capitol Corridor Joint Powers Authority ("CCJPA") entered into an Agreement for the Provision of Rail Passenger Service, the FY 2023 Operating Agreement; and

WHEREAS, the FY 2023 Operating Agreement provided for the provision by Amtrak of intercity passenger rail ("IPR") service on the Capitol Corridor route and connecting bus service under CCJPA's direction upon the terms and for the budget set forth therein; and

WHEREAS, the effective date of the FY 2024 Operating Agreement (superseding the FY 2023 Operating Agreement) will be October 1, 2023, the date of agreement in principle between the parties to all the terms and conditions of the FY 2024 Operating Agreement, subject to appropriate legal review and execution by the parties; therefore be it

RESOLVED, pursuant to the receipt of the FY 2024 Annual Business Plan approval letter dated September 13, 2023 from the Secretary of the California State Transportation Agency and authorized by the CCJPA Board under Resolution 23-18, which provides funding for Amtrak Operations, the CCJPA Board does hereby authorize execution of the FY 2024 Operating Agreement with a budget not-to-exceed \$36.28 million to support the planned operations of the Capitol Corridor service for FY 2024 by the CCJPA Executive Director or their designee, on behalf of the CCJPA.

AND BE IT FURTHER RESOLVED, that subject to appropriate legal review and execution by the parties, the said FY 2024 Operating Agreement shall be effective as of October 1, 2023.

AND BE IT FURTHER RESOLVED, that the FY 2024 Operating Agreement shall, when executed, supersede and replace in its entirety the FY 2023 Amtrak Operating Agreement.

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

#

ACTION:	DATE:	ATTEST:
Ayes:		<u>April B. A. Quintanilla</u> Secretary
Noes:		
Abstain:		

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

MEMORANDUM

TO: Capitol Corridor Joint Powers Authority Board **DATE:** April 26, 2024

FROM: Robert Padgette
Managing Director, CCJPA

SUBJECT: Capital Project Spotlight: Agnew Siding and Santa Clara Crossover and CCJPA
Capital Project Portfolio Update

PURPOSE

- A. Capital Project Spotlight: Agnew Siding and Santa Clara Crossover
- B. CCJPA Capital Projects Portfolio - To provide the CCJPA Board of Directors with an update on CCJPA capital project portfolio and funding.

A. Capital Project Spotlight – Agnew Siding and Santa Clara Crossover

The CCJPA Board will be provided with an update on Agnew Siding and Santa Clara Crossover at its May 1, 2024 meeting.

B. CCJPA Capital Projects Portfolio

Table A – CCJPA Capital Projects, Timeline, and Funding

CCJPA CAPITAL PROJECTS May 2024					
Project Name	Project Description	Projected Completion	CCJPA Secured Funds	Partner Contribution	Total Project Cost
South Bay Connect (Oakland to San Jose Phase 2A)	Environmental, design, and construction to relocate Capitol Corridor service between Oakland Coliseum and Newark from Niles Subdivision to Coast Subdivision, which will decrease travel time between Oakland and San Jose and to improve connections to SF Peninsula.	Environmental: Nov-24 Design: Dec-26 Construction: Apr-29*	\$ 183,100,000	N/A	\$ 731,799,465
Sacramento to Roseville Third Main Track Phase I	Construct first phase of third main track and layover facility improvements in order to increase service frequency between Sacramento and Roseville.	Environmental: Apr-25 Design: Jun-26 Construction: Dec-29	\$ 213,990,000	N/A	\$ 228,990,000
SR84 Intermodal Bus Facility	New bus facility on SR84 connecting to the proposed Ardenwood Station on South Bay Connect, reducing travel time for transbay buses and shuttles.	Design: Dec-24 Construction: Apr-29*	\$ 8,100,000	N/A	\$ 42,420,000
Davis Station Signal Improvements	Improve the railroad signal system and replace track crossovers at Davis station to improve reliability and lifespan of the railroad infrastructure.	Design: Oct-24 Construction: Dec-25	\$ 8,266,838	\$ 3,250,000	\$ 13,880,000
Agnew Siding	Design and construct 2,000' siding in the vicinity of the Santa Clara Great America Station.	Design: Mar-25 Construction: Sept-26	\$ 3,816,552	N/A	\$ 11,647,620
Stege Signal Improvements	Improvements to the railroad signal system in the vicinity of Richmond station which will result in improved reliability and better on-time performance.	Jun-24	\$ 5,570,000	\$ 920,000	\$ 6,590,000
CallTP Capitol Corridor Pilot (Minimum Viable Product MVP)	Payment hardware to support roll-out of contactless fare payments under CallTP.	Ongoing	\$ 2,500,000	N/A	\$ 2,500,000
Santa Clara Crossover	Improve train operations through the installation of a new crossover on the Coast Subdivision by allowing passenger train meets north of Santa Clara University Station.	Design: Mar-25 Construction: Sept-26	\$ 300,000	N/A	\$ 5,000,000
	CAPITAL PROJECT TOTAL		\$ 425,643,390	\$ 4,170,000	\$ 1,042,827,085
*CCJPA is working to pull in timelines subject to federal and state funding availability					

Table B – CCJPA Reoccurring/Annual Projects

CCJPA ONGOING PROJECTS May 2024				
Project Name	Project Description	Projected Completion	Secured Funds	Total Project Cost
ROW Safety/Security	Annual funding to support UP in ROW clean-up including vegetation removal, clean-up and encampment relocation (funded annually through the State Rail Assistance program)	Ongoing	\$ 2,028,786	\$ 2,028,786
Capitalized Maintenance	Track maintenance for State of Good Repair Program to maximize on-time performance (funded annually through the Annual Business Plan).	Ongoing	\$ 1,000,000	\$ 1,000,000
UPRR Special Agents	Special Agents will be responsible for responding to incidents along the Capitol Corridor route and providing improved safety and security services.	Ongoing	\$ 500,000	\$ 500,000
	ONGOING PROJECT TOTAL		\$ 3,528,786	\$ 3,528,786

Table C - CCJPA-Led Projects that Support the California Intercity Passenger Rail Services and Partners

CCJPA-Led Projects Supporting the California Intercity Rail Services and Partners May 2024				
Project Name	Project Description	Projected Completion	Secured Funds	Total Project Cost
On-Board WiFi for Northern California Fleet	Upgrade, provide, and manage On-Board Wifi for the Northern California Fleet	Ongoing	\$ 2,735,601	\$ 2,735,601
California Integrated Travel Program (CalITP)	Develop a governance structure and approach for a system that allows for seamless statewide travel and fare purchase across multiple agencies and modes	June-24	\$ 43,233,500	\$ 43,233,500
California Passenger Information Display System (CalPIDs) Modernization	Design, test, and implement an improved passenger train arrival/alerts system all communication channels including station hardware, servers, data, and software. This includes work for Capitol Corridor, San Joaquins, ACE, and NCTD.	Construction: Dec-23 Operations: Ongoing	\$ 5,349,248	\$ 11,010,438
California Passenger Information Display System (CalPIDs) Legacy	Support O&M of legacy CA-PIDS for CCJPA, SJJPA, and LOSSAN	September-24	\$ 644,393	\$ 644,393
Sacramento Valley Station Transit Center	Produce service integration studies related to improving light rail and regional bus service to the Sacramento Valley Station (SVS) (a Downtown Transit Integration Study and an I-5 Ramp Reconfiguration study) and will fund the construction of a new northside station access route to connect the SVS to the future Railyards Plaza. This is a pass through to the City of Sacramento for a public portion of funding for the North Entrance project.	Jun-26	\$ 3,194,000	\$ 3,194,000
Network Integration	Support for initial Second Transbay Crossing study and Carquinez Strait Crossing Study	Aug-24	\$ 2,000,000	\$ 2,000,000
Link21 (New Transbay Rail Crossing)	Planning and implementation strategies for a new Transbay Rail Crossing (funded annually through the Annual Business Plan process) and + TIRCP Program Year 22-23	Ongoing	\$ 12,776,000	\$ 12,776,000
CCJPA-LED INTERCITY PASSENGER RAIL SUPPORT PROJECT TOTAL			\$ 69,932,742	\$ 75,593,932

Table D – State Rail Assistance Projects and Funding

CCIPA STATE RAIL ASSISTANCE (SRA) FUNDING UPDATE April 2024				
Project Name	Approved SRA Funded Projects			Funding Status
	SRA Cycle 1	SRA Cycle 2	Competitive SRA	
Agnew Siding	\$ -	\$ -	\$ 1,441,969	Additional Competitive Funding Request being considered
CalPIDS Modernization	\$ 2,860,195	\$ 2,489,053	\$ -	
Davis Crossovers and Signal Replacement	\$ -	\$ 1,747,695	\$ -	Continuation of UPRR Signal Replacement Project
Grade Separation and Safety	\$ -	\$ 1,650,000	\$ -	
Infrastructure Reliability	\$ -	\$ 4,200,000	\$ -	
Sacramento to Roseville Third Track	\$ -	\$ -	\$ -	Cycle 2 budgeted (\$1 M)
South Bay Connect	\$ -	\$ -	\$ -	Cycle 2 budgeted (\$2.08 M)
Station Improvements	\$ -	\$ 1,500,000	\$ -	
Stege Crossover and Signal Upgrade	\$ -	\$ 3,224,000	\$ -	Continuation of UPRR Signal Replacement Project
Strategic Operations Enhancements	\$ -	\$ 666,666	\$ -	
UPRR Right-of-Way Safety and Security	\$ 4,721,500	\$ 4,200,000	\$ -	
UPRR Signal Replacement/Upgrade	\$ 5,518,305	\$ -	\$ -	Davis and Stege projects continue this project's work
UPRR Special Agents	\$ -	\$ 2,500,000	\$ -	
Total	\$ 13,100,000	\$ 22,177,414	\$ 1,441,969	

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

MEMORANDUM

TO: Capitol Corridor Joint Powers Authority Board **DATE:** April 26, 2024
FROM: Robert Padgette
Managing Director, CCJPA
SUBJECT: Legislation and Funding Update – State and Federal

PURPOSE

To provide the CCJPA Board of Directors with an update on State and Federal legislation and funding.

State Legislation and Funding

California's Fiscal Year 2024-25 State Budget

Governor Newsom's May Revise of the FY 2024-FY 2025 is expected to be released soon. Governor Newsom released the initial [proposed Fiscal Year \(FY\) 2024-25 budget](#), based on the latest economic forecasts available to the Governor and his Department of Finance.

Responding to a \$37.9 billion budget deficit, the \$291.5 billion budget proposes to implement a series of funding delays and shifts (between fund sources) to maintain the state's commitments to addressing top priorities, including preserving transit operations, delivering major capital projects, combating the housing and homelessness crises, preparing for and responding to climate change, and expanding access to healthcare services.

The Governor's proposed budget preserves the \$5.1 billion for transit operations and capital projects secured in the Budget Act of 2023-24 but delays the appropriation of some of this critical funding to address the state's budget problem.

Specifically, the Governor's proposed budget:

- Holds harmless the \$2 billion appropriated to the population-based Transit and Intercity Rail Capital Program in FY 2023-24.
- Holds harmless the \$1.1 billion appropriated to the Zero-Emission Transit Capital Program between FY 2023-24 and FY 2027-28.
- Extends the appropriation timeline for the \$2 billion that the state committed to appropriate to the population-based Transit and Intercity Rail Capital Program (TIRCP) in FY 2024-25 by instead appropriating \$1 billion in FY 2024-25 and the remaining \$1 billion in FY 2025-26.

Additionally, the Governor's proposed budget delays the appropriation of a portion of funding for TIRCP Cycle 6 (i.e. funding committed in FY 2022-23 that was awarded at the beginning of calendar year 2023 for new and existing transit projects) by applying an analysis of the cashflow needs of award recipients. This delay is not expected to impact the construction of awarded projects.

The release of the Governor's proposed budget initiates months of hearings in the Legislature's budget committees. The [Assembly](#) and [Senate](#) Committees on Budget have released their highlights of the Governor's 2024-25 budget. The Legislature will have until June 15 to pass a budget.

Source: Executive Director's Report, January 16, 2024, California Transit Association

Federal Legislation and Funding

Robert Padgette Appointed to Surface Transportation Board's new Passenger Rail Advisory Committee (PRAC)

Rob Padgette has been selected by Chairman Martin J. Oberman of the Surface Transportation Board (STB) to join the newly formed Passenger Rail Advisory Committee (PRAC). The committee is made up of 21 passenger rail industry leaders and advocates from around the country, who will advise the Board about ongoing passenger rail issues. The STB received numerous nominations from around the nation. [Here is the complete list of appointees.](#)

The PRAC has been established in accordance with the Federal Advisory Committee Act, 5 U.S.C. Chapter 10, to help the Board better fulfill its statutory responsibilities in overseeing certain aspects of passenger rail service. The PRAC's activities include providing information, advice, and recommendations to the Board on issues impacting the development and operation of passenger rail services, including: improving efficiency on passenger rail routes; reducing disputes between passenger rail carriers and freight rail hosts regarding the use of freight-owned facilities and infrastructure for passenger service, including passenger on-time performance issues; and improving regulatory processes related to intercity passenger rail to the benefit of the public, the communities served by passenger rail, and the environment. The PRAC meetings will be open to the public.

Source: <https://www.stb.gov/news-communications/latest-news/pr-24-15/>

Continuing Resolution for Federal FY 2024 Budget

President Joe Biden signed (enacted) the "[Consolidated Appropriations Act, 2024](#)" (HR 4366) on March 9, 2024, which will provide federal funding for the remainder of FY 2024 (September 30, 2024) for the following six bills: Military Construction-VA (Div. A), Agriculture (Div. B), Commerce-Justice-Science (Div. C), Energy & Water (Div. D), Interior (Div. E) and Transportation-HUD (Div. F). The 1022-page "Minibus" bill represents six of the twelve appropriation bills that must be passed annually to fully fund the federal government.

Source: California's Intercity Rail Corridors Linking Everyone Coalition (CIRCLE)'s Monthly Report for March 2024, Tai Ginsbert & Associates

FY 2024 – FY 2025 Proposed Federal Budget

On March 11, 2024, President Joe Biden released his proposed \$7.3 trillion "[Budget of the US Government FY 2025](#)" request (a 5.6 percent increase over last year's budget request) that outlines his tax and spending priorities for the next decade. *The submission of the President's Budget is the opening round for the upcoming FY 2025 appropriations process.*

Regarding transportation, the FY 2025 Budget requests \$109.3 billion for the US DOT, this is in comparison to the \$106.4 billion in FY 2024 total budgetary resources. The proposed budget plans on increasing US DOT full-time headcount in FY 2025 to 58,117 from 55,586 in FY 2024. The US DOT Budget Appendix can be found [here](#), the US DOT FY 2025 Budget Highlights can be found [here](#), and general resources found [here](#). See the American Public Transportation Association (APTA) President's FY 2025 Budget Request Transit Funding Table [here](#), and APTA's President's FY 2025 Budget Request Passenger Rail Funding Table [here](#).

Source: CIRCLE's Monthly Report for March 2024, Tai Ginsbert & Associates

Key Notices of Federal Funding Opportunities

The U.S. Department of Transportation (DOT) has posted [Key Notices of Funding Opportunity](#), a schedule for upcoming Notices of Funding Opportunities (NOFOs) for key programs within the Bipartisan Infrastructure Law (BIL) and the Inflation Reduction Act (IRA), as well as adjacent programs that support BIL and IRA objectives.

FY 2023-2024 Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program

On March 28, 2024, the Federal Railroad Administration (FRA) issued a [Notice of Funding Opportunity](#) (NOFO) making \$2.478 billion under the FY 2023-2024 Consolidated Rail Infrastructure and Safety Improvements Program (CRISI). The purpose of the CRISI Program is to invest in a wide range of projects within the US to improve railroad safety, efficiency, and reliability; mitigate congestion at both intercity passenger rail and freight rail chokepoints to support more efficient travel and goods movement; enhance multi-modal connections; and lead to new or substantially improved Intercity Passenger Rail Transportation corridors. Set-asides under the NOFO include:

- A Rural Set-Aside from CRISI funding of at least \$657,393,500;
- An Intercity Passenger Rail Set-Aside of at least \$150 million;
- A Trespassing Measures Set-Aside of at least \$32,724,132;
- A Maglev Set-Aside of \$2 million; and,
- A Workforce Development Set-Aside of at least \$5 million.

FRA anticipates making multiple awards with the available funding. The Federal share of total costs for CRISI Program projects funded under this NOFO shall not exceed 80 percent. Applications are due on May 28, 2024.

As described under Agenda Item IV.4, CCJPA staff plans to submit an application for CRISI grant funding to support our Right-of-Way Safety Improvement Program in the amount of \$25 million, pending CCJPA Board approval.



Date: April 26, 2024

From: Robert Padgette, Managing Director

To: CCJPA Board of Directors

Subject: Managing Director's Report – March 2024

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

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

MEMORANDUM

TO: Capitol Corridor Joint Powers Authority Board **DATE:** April 26, 2024

FROM: Robert Padgette
Managing Director, CCJPA

SUBJECT: CCJPA Project and Program Updates

PURPOSE

To provide a report on work completed and work in progress up to the May 1, 2024 Special Meeting of the CCJPA Board of Directors.

BACKGROUND

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

- a. **Marketing and Communications Activities** –FY 2024 advertising plan: Spring campaign promoting Buy One Get One (BOGO) Saturdays, Sundays, and Mondays is currently in flight and will run through Labor Day. Media mix includes online advertising, outdoor digital billboards, and digital and broadcast radio to support this offer. Staff is planning for the upcoming concert season at Levi’s Stadium. Staff is working on partnerships with SF Travel, Bike East Bay, May is Bike Month, and the Sacramento River Cats.
- b. **Sacramento to Roseville Third Track** - The CCJPA has been engaging with the Federal Railroad Administration (FRA) to comply with the various requirements of the August 25, 2023 awarded \$42.5M Consolidated Rail Infrastructure and Safety Improvements (CRISI) grant. With the FRA award, compliance with the National Environmental Policy Act (NEPA) is required and that has put the final design effort on hold until a NEPA Record of Decision (ROD) is made by FRA. In the interim, CCJPA is working with various utility owners (fiber and gas pipeline) to plan the relocation of those longitudinal utilities– work that can proceed while awaiting NEPA decision. The project team is also underway with steps preparing for right-of-way acquisition that are permissible without a NEPA ROD. The delays associated with the FRA award and the revelations about the project work for utility relocation will likely require additional capital funding, but the extent of that can’t be determined at this time – until the project is in sync from both the federal and State funding perspective.

- c. **South Bay Connect** - A draft Environmental Impact Report (EIR) is expected to be released for public review and comments in May 2024 for South Bay Connect. 10% preliminary engineering designs for UPRR for review are also expected to be complete in Spring 2024. The Ardenwood SR-84 Intermodal Bus Facility is in Project Approval & Environmental Documentation (PA&ED) phase with Caltrans District 4, during which the facility design will be refined, and further public outreach conducted with key stakeholders and the general public, along with necessary environmental analyses conducted for CEQA and NEPA. The SR-84 Intermodal Bus Facility PA&ED phase is expected to be completed in May 2025.
- d. **Davis Crossover and Signal Replacement** - The design team has continued working with the UPRR to refine the track design for this project and has submitted the 90% plans to Union Pacific Railroad for review. The UPRR has completed the signal design and is prepared to construct the project as soon as the remaining design elements are approved. When complete, this project will provide a gateway to the future replacement of the Davis boarding platforms with a safer, ADA-compliant arrangement utilizing a center island platform with grade-separated pedestrian access. Managed by Amtrak, the boarding platform project has kicked off with a design team selected by Amtrak. Capitol Corridor staff will work to help coordinate the interests of the stakeholders to help ensure a successful project. Amtrak has developed a draft 30% design and has begun the stakeholder engagement process with community meetings in the City of Davis.
- e. **Stege Crossover and Signal Upgrade** - The CCJPA is working with the UPRR to upgrade the crossovers and signal system at Stege, between Richmond and Berkeley. This project will improve on-time reliability by replacing the crossovers with higher-speed turnouts and by improving the reliability of the signal system. Union Pacific Railroad performed the cutover for the replacement signal system in October 2022, which is the first phase of this project. Installation of the track elements is anticipated to be complete in Spring 2024.
- f. **Right-of-Way Safety & Security** - The Union Pacific Railroad (UPRR) Right-Of-Ways project has been funded through June 30, 2026, through the State Rail Assistance (SRA) Cycle 2 program. This project established a permanent Rights-of-Ways Program with UPRR for abatement of shelters, trees, weeds, and illegal dumping. The program also installs and repairs security fencing, constructs access deterrents to help reduce trespassing and related incidents, and improves safety and security along the Capitol Corridor route. Additionally, the program funds two Union Pacific Special Agents who patrol the Right-of-Way to mitigate safety incidents along the Capitol Corridor route. On April 1, 2023, CCJPA staff kicked-off a new effort with California Operation Lifesaver to target areas of high incidents along the Capitol Corridor route with multi-media rail safety messaging. This work is expected to improve safety and security for individuals along the Capitol Corridor route as well as improve Capitol Corridor's On-Time Performance (OTP). CCJPA Staff will be working to apply for a Federal grant under the Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program to make further safety enhancements along the corridor. The notice of funding opportunity (NOFO) for the FY 2023-24 CRISI was announced last Friday, March 31.

- g. **Link21 Program** - The Link21 team will be presenting its findings to support the upcoming crossing decision (BART-gauge or standard-gauge tracks) at the May 23, 2024 BART Board meeting and will discuss the findings in more detail with the CCJPA Link21 Ad-Hoc Committee in early May. Public outreach will take place in May/June before a staff recommendation is made regarding the crossing in late June 2024. Additional outreach will take place during the summer before the CCJPA and BART Boards take action on the crossing decision in September 2024.

- h. **CalPIDS Modernization** - New California Passenger Information Display System (CalPIDS) equipment cabinets have been installed at majority of Capitol Corridor stations, with three (3) pending permits or additional approvals. Cabinet installation is expected to be complete by June 2024. CalPIDS software is undergoing testing and validation. The next steps before system turn-up and final testing are power connection to new cabinets, AT&T equipment installs, and CalPIDS equipment installs. System turn-up and final testing is expected in Fall 2024.

RECOMMENDATION

For information only.

Supplemental Materials

Special Capitol Corridor Joint Powers Authority
Board of Directors Meeting



May 1, 2024



Draft Business Plan Update

FY 2024-25 & FY 2025-26



DRAFT ANNUAL BUSINESS PLAN MAY 2024

INTERCITY PASSENGER RAIL SERVICE

Auburn | Sacramento | Davis | Suisun-Fairfield | Martinez | Oakland | San Francisco | San Jose

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Executive Summary

Introduction. This Annual Business Plan (ABP) presents an overview of the Capitol Corridor Joint Powers Authority’s (CCJPA) strategic plan and funding request for the next two fiscal years (FY 2024-25 and FY 2025-26). As required by the Capitol Corridor’s Interagency Transfer Agreement with the State of California Department of Transportation (Caltrans), the ABP update outlines the service and capital improvements that have contributed to the Capitol Corridor’s success, identifies necessary improvements to sustain its growth, and incorporates customer input as detailed in Chapter 263 of California State Law.

Intercity passenger rail business plans are integral to the overall statewide planning, coordination, and budgeting of the services. The CCJPA will submit this draft ABP to the Secretary of the California State Transportation Agency (CalSTA) in April 2024, and, if necessary, a revised final version may be submitted in June 2024.

The COVID-19 pandemic caused long-term disruptions to ridership, revenue, equipment availability, and available funding. During the pandemic, CCJPA benefited from three tranches of federal COVID-relief funding provided to Amtrak for State-Supported services, which helped support Capitol Corridor operating costs during an unprecedented decline in ridership and revenue. CCJPA staff has worked to reduce Amtrak Operating costs and increase revenue since the onset of the 2020 pandemic and has outlined a series of additional steps that could be taken in the event of a financial crisis to continue running train service. The information included in this document reflects our current expectations as of the date of the current version of the ABP. CCJPA will continue to work closely with the State, Amtrak, Union Pacific, and the California intercity passenger rail Joint Powers Authority (JPA) partners to ensure we adapt to continued changes. CCJPA’s plan is to return to pre-pandemic service as financial resources and equipment availability allow, and to build upon that with future service improvements and expansion.

As the administrator of the Capitol Corridor® service, the CCJPA’s primary focus is on the continuous improvement of the train service through effective cost management, gaining share in the travel market, and delivering a customer-focused, safe, frequent, dependable, and sustainable transportation alternative to the congested I-80, I-680, and I-880 highway corridors. The CCJPA is governed by a Board of Directors comprised of 16 elected officials from six member agencies along the 170-mile Capitol Corridor route (see Figure 1-1; page 5):

- Placer County Transportation Planning Agency (PCTPA)
- Solano Transportation Authority (STA)
- Yolo County Transportation District (YCTD)
- Sacramento Regional Transit District (Sac RT)
- San Francisco Bay Area Rapid Transit District (BART)
- Santa Clara Valley Transportation Authority (VTA)

History. The Capitol Corridor service began in December 1991 with six daily trains between San Jose and Sacramento. The CCJPA assumed management responsibility for the service in October 1998. In August 2006, the CCJPA expanded weekday service from 24 to 32 trains between Sacramento and Oakland and from eight to 14 daily trains continuing to San Jose. In August 2012, the CCJPA utilized the reconfigured Sacramento station to optimize operational cost effectiveness and reduced service to 30 daily round trips on weekdays between Sacramento and Oakland.

Operating Plan. Due to the COVID-19 global pandemic, CCJPA reduced service beginning in March 2020 and expects to continue to operate a temporary reduced operating plan for train and bus services through FY 2023-24. The goal is to restore train service levels to pre-pandemic levels in the first quarter of FY 2024-25, which is reflected in the budget forecasts in this ABP. The specific timing of the return to pre-pandemic service levels will depend on ridership demand, equipment availability, financial resources to support increased operating costs, and the state subsidy required to run the service. CCJPA will evaluate potential modifications in the schedule, given changing travel patterns.

The Amtrak operating costs for the Capitol Corridor conform with the recently revised Section 209 of the Passenger Rail Improvement and Investment Act of 2008 (PRIIA) and costing methodology. This policy is used to develop the budget for FY 2024-25 and any future CCJPA/Amtrak operating agreements, as summarized in the table below for the upcoming fiscal years. Improved operating efficiency is essential to allow a return to pre-pandemic levels of train service.

Capitol Corridor Route	FY 2024-25	FY 2025-26
Sacramento – Oakland	30 weekday/22 weekend trains	30 weekday/22 weekend trains
Oakland – San Jose	14 daily trains	14 daily trains
Sacramento – Roseville	2 daily trains with plans for up to 20	2 daily trains with plans for up to 20
Roseville – Auburn	2 daily trains	2 daily trains
Amtrak Operations + Train Equipment Maintenance Budget	\$39.4 million	\$37.9 million

Uniform Performance Standards. For this ABP, the CCJPA incorporates the most recent version of the Uniform Performance Standards (UPS) as modified by CalSTA. The table below provides an overview of the performance of the Capitol Corridor compared to the UPS, as well as the updated forecasted UPS for the next two fiscal years:

PERFORMANCE METRIC	FY 2022-23			FY 2023-24	FY 2024-25	FY 2025-26
	Actual	Budget	Actuals vs Budget	Budget	Budget	Budget
Usage						
Route Ridership	921,105	990,850	-7%	1,032,299	1,135,542	1,224,399
Passenger Miles	68,034,466	60,925,500	12%	68,451,517	104,403,449	104,403,449
Total Operating Cost/Passenger Mile	\$0.88	\$1.03	-14%	\$0.92	\$0.66	\$0.67
Farebox Recovery	38%	40%	-3%	41%	43%	46%
Service Quality	Actual	Standard	Actuals vs Standard	Standard	Standard	Standard
End-Point On-Time Performance	82%	90%	-9%	90%	90%	90%
Passenger On-Time Performance	84%	90%	-7%	90%	90%	90%
Operator Delays/10K Miles	305	>325	-7%	>325	>325	>325

Capital Improvement Program. The CCJPA’s Capital Improvement Program (CIP) aligns with the CCJPA’s Vision Plan, regional, and State of California transportation plans (e.g., Regional Transportation Plans [RTPs] and Caltrans’ 2018 State Rail Plan). The CIP includes projects in four broad categories: railroad infrastructure maintenance and improvements, rolling stock equipment improvements, service amenity improvements, and service plan improvements and expansions. Recent Federal legislation and implementation by the Federal Railroad Administration (FRA) support an unprecedented level of federal funding for intercity passenger rail in the coming years. FRA is implementing the Corridor Identification (ID) Program, which requires long-range Service Development Plans with detailed project plans for corridors seeking Federal funding. This developmental funding approach, combined with the leveraging of discretionary State grant programs for passenger rail, will reinvigorate Capitol Corridor’s CIP for many years to come.

Long-term service plan improvement activities over the next two fiscal years will include the final engineering design of the Sacramento to Roseville Phase 2 service expansion project, the construction of the Agnew Siding project in Santa Clara, and the environmental and design phase of South Bay Connect, which is the proposed shift of service to a shorter, more direct route between Oakland and San Jose. CCJPA will also continue to work in partnership with BART on the initial planning stages for Link21, a new Transbay rail crossing that includes BART and standard gauge interregional passenger rail services.

For railroad infrastructure maintenance and improvements, CCJPA will continue collaborating with Union Pacific Railroad (UPRR) to maintain the railroad right-of-way (ROW) infrastructure in prime condition. This continued effort will reduce delays and foster excellent on-time performance [90%+] for Capitol Corridor trains, with two large-scale signal replacement projects near Davis station and at Stege, which is located near the Richmond station. In addition, design for improvements for passenger safety and accessibility at the Davis, Rocklin, Suisun, and Santa Clara Great America stations is currently underway in partnership with Amtrak, UPRR, and the respective cities and local transportation agencies.

For rolling stock improvements, CCJPA has transitioned to renewable diesel as an alternative fuel source to decrease carbon emissions associated with train operations. Additionally, CCJPA is coordinating closely with Caltrans to rehabilitate and extend the life of the existing fleet.



For service amenities, customers can expect to see continual technology updates enhancing the passenger experience. CCJPA will continue to update the onboard Wi-Fi portal with new content and improved bandwidth. Implementation of a modern Passenger Information Display System (PIDS) on the Capitol Corridor and other State-supported intercity passenger rail services is expected to continue in FY 2025 and FY 2026, with initial functionality expected on the Capitol Corridor in FY 2025. Capitol Corridor, in collaboration with the California Integrated Travel Project (Cal-ITP) and CalSTA, entered a Minimum Viable Project (MVP) phase in 2023 to introduce new ticketing options on Capitol Corridor trains to the public. This new contactless payment system, coined Tap2Ride, has demonstrated an invaluable amount of data on travel patterns by Capitol Corridor riders, previously unavailable to CCJPA staff through the Amtrak ticketing system. Over 200 pilot participants registered in

the first phase of the Tap2Ride pilot, and CCJPA staff is looking to expand the pilot by spring 2024. During the initial MVP, a contactless payment device was installed on each cab car. Before the second phase commences, reader devices will be installed on all railcars used on the Capitol Corridor route. Tap2Ride will require internal Capitol Corridor management and oversight changes, and as experienced by the public, there will be a notable change in ticket sales. CCJPA navigated a tremendous learning curve during the MVP phases and is incorporating additional tested improvements through subsequent programmatic advancements of contactless payment, while being mindful of how we will communicate with the public throughout the evolution of the program.

Marketing, Communications, and Customer Experience Strategies. The CCJPA’s marketing, communications, and customer experience strategies for FY 2024-25 and FY 2025-26 will focus on developing and implementing a comprehensive marketing and communications plan to attract and grow ridership to pre-pandemic levels, where market research and travel trends indicate an opportunity for regrowth to those levels. Over the next two fiscal years, CCJPA will renew partnerships with destinations, create programs to enhance the overall customer experience, including the support of Cal-ITP, and seek out opportunities to grow ridership via micro-markets. Seasonal offers will seek to attract new riders and position Capitol Corridor as a distinct regional service brand. CCJPA will continue to coordinate with local partners on promotions, outreach, and shared marketing efforts. Ridership has been slowest to bounce back on

Capitol Corridor as compared to all the other state-supported routes nationwide. Winning back riders will require an aggressive approach to marketing that demands an increase in funds to support the planned efforts beyond the flat budget allocation provided for Marketing activities for the past twenty-plus years.

The CCJPA is committed to managing the service to meet or exceed near-term budget projections. Promotional programs and campaigns will showcase the Capitol Corridor as the preferred transport alternative in the Northern California Megaregion. During FY 2024-25, CCJPA will undergo an extensive fare study across all fare types. This fare evaluation will result in varying fare increases among single and multi-ticket fares before the end of 2024. CCJPA will conduct planning analysis and cultivate partnerships and funding opportunities necessary to make incremental, as well as longer-term transformational changes to the Capitol Corridor route.

1. Introduction

The ABP will be submitted in draft form in May 2024 and final form in June 2024 to the Secretary of CalSTA, allowing adequate time for Amtrak to develop its final operating cost estimates for the Capitol Corridor® intercity passenger rail service. As part of Chapter 263 of State Law, which allowed for the transfer of the Capitol Corridor service to the CCJPA on July 1, 1998, the CCJPA is required to prepare an ABP that identifies the current fiscal year’s operating and marketing strategies, summarizes capital improvement plans for the Capitol Corridor, and includes the funding request to the Secretary of CalSTA for the CCJPA’s operating, administrative, and marketing costs for inclusion in the State Budget proposal to the Legislature.

The COVID-19 global pandemic brought a level of uncertainty to the CCJPA ABP in recent years. CCJPA benefited from three tranches of federal COVID-relief funding provided to Amtrak for the State-Supported services supporting the Capitol Corridor operating costs during an unprecedented decline in ridership. Cost control innovation and documentation of particular cost drivers as apportioned to Capitol Corridor service from Amtrak has also exacerbated the unpredictability of holding expenses in line with available state resources. Improved operating efficiency is essential for a return to full service. For the purposes of this ABP, the assumption is a return to pre-pandemic levels of train service in the first quarter of FY2024-25. The specific date of return will depend on equipment availability, ridership demand, and adequate funding.

The CCJPA is governed by a Board of Directors comprised of 16 elected officials from six member agencies (listed below) along the 170-mile Capitol Corridor rail route (see Figure 1-1):

- Placer County Transportation Planning Agency (PCTPA)
- Solano Transportation Authority (STA)
- Yolo County Transportation District (YCTD)
- Sacramento Regional Transit District (Sac RT)
- San Francisco Bay Area Rapid Transit District (BART)
- Santa Clara Valley Transportation Authority (VTA)

The Capitol Corridor serves 18 train stations along the 170-mile rail corridor connecting the counties of Placer, Sacramento, Yolo, Solano, Contra Costa, Alameda, San Francisco (via motorcoach), and Santa Clara. The train service parallels the I-80/I-680 highway corridor between Sacramento and Oakland, and I-880 between Oakland and San Jose. In addition, the Capitol Corridor connects outlying communities to the train service through a dedicated motorcoach bus network and partnerships with local transit agencies that assist passengers traveling to destinations beyond the immediate vicinity of the CCJPA train stations.

Capitol Corridor train and connecting motorcoach services are developed with input from riders, private sector stakeholders (such as Chambers of Commerce), and public interests (such as local transportation agencies), along with the entities that help deliver the Capitol Corridor service – Amtrak, UPRR, Caltrans, and the various transportation agencies and communities that are along the Capitol Corridor route.

2. Historical Performance of the Service

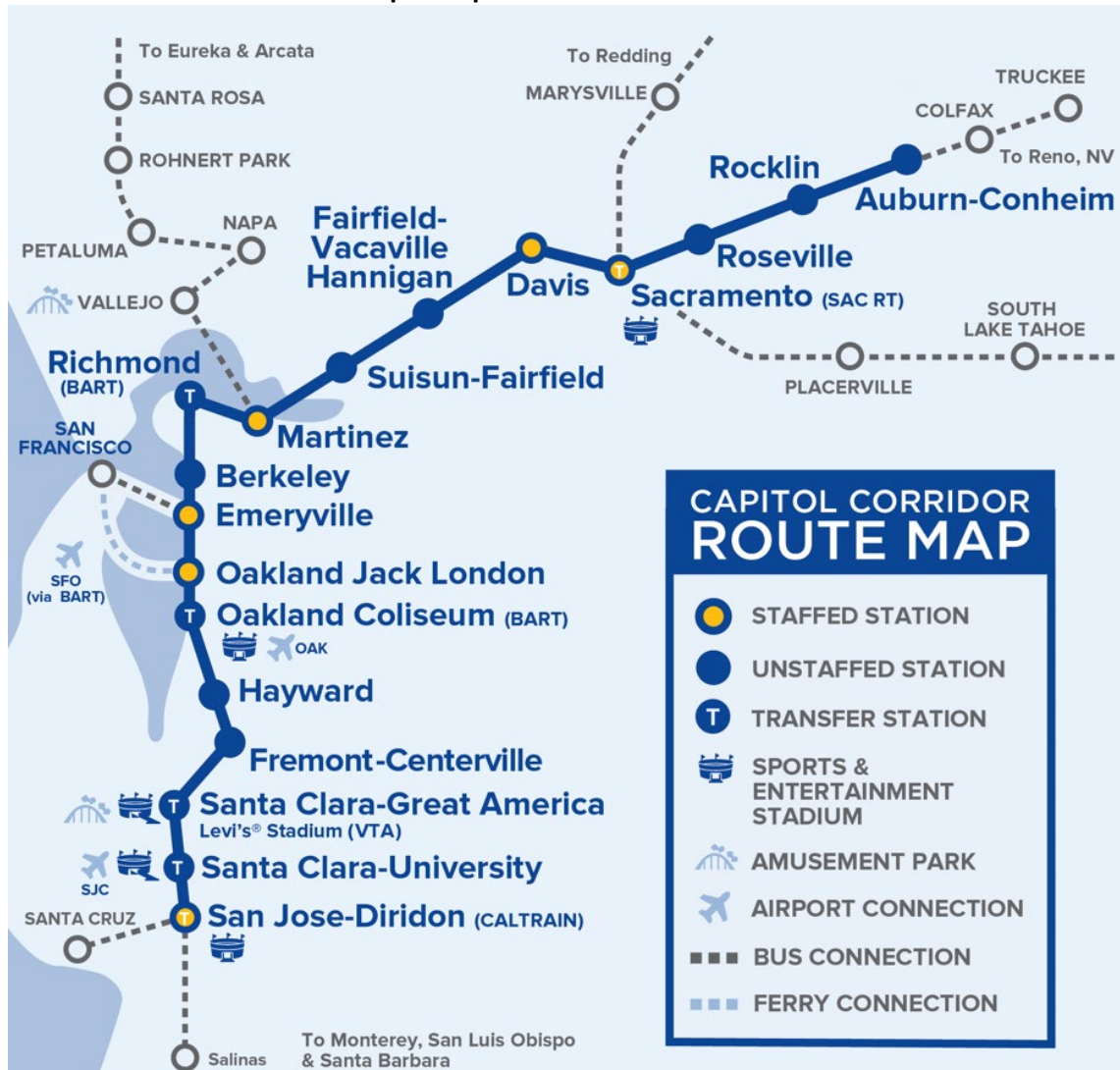
On December 12, 1991, Caltrans and Amtrak initiated the Capitol Corridor intercity train service with six daily trains between San Jose and Sacramento. In 1996, legislation was enacted to establish the CCJPA, a partnership among six local transportation agencies sharing in the administration and management of the Capitol Corridor intercity train service.

In July 1998, an Interagency Transfer Agreement (ITA) transferred the operation of the Capitol Corridor service to the CCJPA for an initial three-year term, which was extended in 2001. In September 2003, legislation was enacted that eliminated the sunset date in the ITA and established the current, permanent governance structure for the CCJPA. The CCJPA now operates and manages the Capitol Corridor service through an annual operating agreement with Amtrak.

THE CAPITOL CORRIDOR PROVIDES A SUSTAINABLE TRANSPORTATION SERVICE CONNECTING THE THREE ECONOMIC EMPLOYMENT CENTERS IN NORTHERN CALIFORNIA: SACRAMENTO, SAN FRANCISCO/OAKLAND, AND SAN JOSE/SILICON VALLEY.

Under the management of the CCJPA, the collection and use of train operations and revenue data have been consistent tools to expand and fine-tune service plans, optimize ridership, increase revenue, achieve cost efficiency, and improve safety. Appendix A presents an overview of the financial performance and ridership growth of the Capitol Corridor service since its inception in December 1991.

Figure 1-1
Map of Capitol Corridor Service Area



3. Operating Plan and Strategies

CCJPA aims to meet the travel and transportation needs of Northern Californians by providing safe, frequent, reliable, and sustainable Capitol Corridor intercity train service. CCJPA is increasing the use of detailed daily operating information (e.g., ridership, delays, safety incidents, and customer comments) to drive efficiencies and identify capital improvement needs to enhance the reliability of service.

Train Service and Expansions

Capitol Corridor provided service with 30 weekday (22 weekend) trains between Sacramento and Oakland and 14 daily trains between Oakland and San Jose beginning in August 2012, continuing that service through the start of the pandemic in March 2020. Immediately following the shelter-in-place orders in March 2020, CCJPA reduced train service to five round trips per day. In June 2020, the service frequency was increased to eight round trips on weekdays and five on weekends. In June 2021, service frequency was increased to 11 round trips on weekdays and nine round trips on weekends. In October 2022, service was fully restored to pre-pandemic service levels on weekends at 11 round trips and to 12 round trips on weekdays. CCJPA’s goal is to return to pre-pandemic train service levels during the first quarter of FY 2024-25.

CCJPA WILL CONTINUE TO PURSUE SPECIFIC STRATEGIES TO ADDRESS SEATING CAPACITY CONCERNS ON SELECT PEAK TRAINS, SUCH AS ADDING ADDITIONAL TRAIN CARS AS AVAILABLE.

Prior to the pandemic, through February 2020, Capitol Corridor train service experienced ridership growth for 31 consecutive months. Since the precipitous drop in ridership demand in March 2020, Capitol Corridor service has continued to see a consistent and steady growth in ridership, with an increase of 36% from FY22 to FY23. CCJPA will focus on comprehensive strategies to restore service and ridership towards pre-pandemic levels in FY 2024-25 and FY 2025-26.

For FY 2024-25, CCJPA will continue the operation of the pulse schedule, a regularized hourly arrival and departure pattern (i.e., 5:01, 6:01, 7:01, etc.), introduced in March of 2021 to the extent possible. This was a major change in CCJPA’s schedule to improve the ease of use for customers and is in alignment with the California Rail State plan. Additionally, this schedule connects Auburn to San Jose with a direct train each way seven days a week. CCJPA will be evaluating the existing schedule with ridership input with the expectation of some schedule modifications in FY 2025 to respond to changing travel patterns while seeking to maintain the pulse schedule concept.

The CCJPA continues to plan for service expansions to/from Roseville and longer-term service expansions to/from San Jose. These service expansion/extension projects will also require additional rolling stock.

Motorcoach Service and Transit Connections

The Capitol Corridor provides dedicated motorcoach bus connections to San Francisco, communities along the Central Coast region south of San Jose (Salinas and San Luis Obispo), and communities east of Sacramento. In addition, CCJPA partners with local transit agencies to offer expanded options for transit connections throughout the corridor. The CCJPA reimburses transit agencies through its Transit Transfer Program, allowing Capitol Corridor passengers to transfer free of charge to participating local transit services. CCJPA partners with Santa Cruz Metro, El Dorado Transit Authority, and Monterey-Salinas Transit to share operating costs for open door services available to those connecting to rail service and local passengers. Figure 3-1 illustrates the range of passenger rail, Amtrak Thruway bus, and other local transit connections available from Capitol Corridor stations.



Pursuant to Senate Bill (SB) 742, enacted in 2020, which enables State-supported intercity passenger rail services (Capitol Corridor, San Joaquins, and Pacific Surfliner) to provide bus service to passengers without a train ticket as part of a trip. CCJPA formed a partnership with El Dorado County Transit Authority (EDCTA) in July 2021 to jointly fund connecting bus service from the Sacramento station to South Lake Tahoe. Similar open-door service is provided through a Monterey-Salinas Transit partnership. CCJPA is actively engaging in conversations with AC Transit to provide connections for the service between Emeryville and San Francisco to replace high-cost contracted service that is currently only available to Capitol Corridor customers. CCJPA will explore other opportunities for similar partnerships with other transit agencies with the goal to expand available transit connections in a cost-effective manner.

FY 2023-24 Operating Plan

As of October 1, 2023, the Operating Plan is as follows:

- Sacramento – Oakland: 24 weekday (22 weekend) trains
- Oakland – San Jose: 12 weekday (14 weekend) trains
- Sacramento – Roseville – Auburn: 2 daily trains (one round-trip)

FY 2024-25 and FY 2025-26 Operating Plans and Strategies

CCJPA is currently planning to return to full service during the first quarter of FY 2024-25, subject to ridership and revenue, equipment availability, and budget resources.

Capitol Corridor Route	FY 2024-25 Proposed	FY 2025-26 Proposed
Sacramento – Oakland	30 weekday/22 weekend trains	30 weekday/22 weekend trains
Oakland – San Jose	14 daily trains	14 daily trains
Sacramento – Roseville	2 daily trains - with plans for up to 20	2 daily trains - with plans for up to 20
Roseville – Auburn	2 daily trains	2 daily trains
Amtrak Operations + Train Equipment Maintenance Budget	\$39.4 million	\$37.9 million

CCJPA WILL PARTNER WITH AMTRAK TO INCREASE THE PRESENCE OF SECURITY AND THE FREQUENCY OF DEEP CLEANING AT SELECT EAST BAY STATIONS.

Safety and Security

CCJPA-California Operation Lifesaver (CAOL) Annual Safety Project is a partnership between CCJPA and COAL to collaborate in identifying key focus locations, communities, and campaign project options where CAOL educational programs and campaigns will provide rail safety awareness along the Capitol Corridor route. This project is expected to continue in perpetuity based on available funding.

Figure 3-1: Connecting Bus, Transit, and Train Services



Service Reliability

The CCJPA consistently takes action to address issues with service reliability and On-Time Performance (OTP). Two actions that were initiated in FY 2018-19 and that will continue are:

- In FY 2018-2019, two Amtrak transportation supervisors were added in the Oakland to San Jose section of the route to address unauthorized trespassing and service incidents.
- The ROW Safety and Security Improvement Program is a partnership between CCJPA and UPRR initiated in 2017, to identify and mitigate safety and security concerns along the UPRR ROW. The program addresses vegetation overgrowth, installs security barriers and fences, and removes homeless encampments along the ROW. These actions help decrease trespasser incidents and fatalities, as well as delays caused by debris on the tracks. The project is expected to continue in perpetuity based on available funding.

During FY 2021-22, CCJPA Board approved funding for two UPRR special agent positions dedicated to the CCJPA ROW. The Capitol Corridor-UPRR Special Agent support will improve safety and security and will improve on-time performance of trains by providing police support for railroad crossing enforcement and education, pedestrian and vehicle trespassing, illegal dumping, and vandalism on the UPRR-owned railroad rights of ways. The project is expected to continue in perpetuity based on available funding.

Service Operations Efficiencies

In 2023, CCJPA introduced a new database tool, Train Manager, to track the daily rail equipment line-up for the Northern California intercity passenger rail fleet (Capitol Corridor and San Joaquins trains). This new tool is a significant improvement over the previous tracking method used by Amtrak. It will enable synchronization of multiple sources of operational data related to equipment maintenance, Cal ITP, onboard Wi-Fi, and PIDS, thus allowing CCJPA to provide better data-driven management and oversight and system monitoring of the Capitol Corridor service.

4. Capital Improvement Program

The CCJPA maintains a CIP intended to incrementally improve the Capitol Corridor’s reliability, travel times, OTP, safety, and security, and to expand service frequency. These initiatives are supported by capital funding sources at the local, regional, state, and federal levels. The CIP is anticipated to benefit from substantial increases in available federal funding and continued state support for intercity passenger rail.

Capital Improvement Program Funding

Since the inception of the Capitol Corridor service in 1991, more than \$1 billion has been invested or programmed to purchase rolling stock, build or renovate stations, upgrade track and signal systems for increased capacity, construct train maintenance, layover and storage facilities from a mixture of funding sources. Most of the funding has come from the State. In 2023, CCJPA was awarded \$42.51 million in Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program funding (for Phase 1 of the Sacramento to Roseville 3rd Track Project), the first Federal investment in the corridor since 2009. See Appendix B for a list of current CCJPA capital projects, project status, and related funding.



The adopted 2018 State Rail Plan update lays out a transformative long-term vision of the statewide railroad network, with an update expected in 2024. The Plan envisions capital investments supporting a multi-tiered freight and passenger rail operating environment that better serves travel markets with improved cost efficiency. The CCJPA’s Northern California Megaregional Rail planning efforts, which evolved from the Vision Plan process, are bolstered by the State Rail Plan, and potentially accelerated by the unprecedented level of federal and state funding

programs for intercity passenger rail. The passage of the November 2021 federal infrastructure bill, coupled with the existing state Senate Bill 1 (SB1) funding programs, is the reason why the years ahead for rail improvements are so promising.

From a planning perspective, state and federal grant programs are aligning around the concept of corridor planning to better define long-term investment strategies. The corridor approach is now officially included in the Federal Railroad Administration (FRA) Corridor ID Program (Corridor ID), which establishes a structured long-term planning process to guide investments at all levels of government (federal and state) over the next fifteen to twenty years. CCJPA will work with Caltrans and the other State JPA's to incrementally deliver on the three-step Corridor ID program with tasks: (1) scope the Service Identification Plan, (2) deliver the Service Identification Plan, and (3) complete incrementally planned project delivery via the Service Identification Plan. CCJPA anticipates that the resources and attention demanded by the Corridor ID program will be a major focus of CCJPA's planning activities in FY 2024 and onward as we move through the FRA's identified Corridor ID tasks.

Programmed and Current Capital Improvements

Improvements made in this fiscal year, as well as capital projects planned for FY 2024-25 and FY 2025-26, can be categorized into four broad categories: railroad infrastructure maintenance and improvements, rolling stock equipment improvements, service amenity improvements, and service plan improvements and expansions.

Specific Capital Improvement Program Discussion

Railroad Infrastructure Maintenance and Improvements

Davis Station Improvements Design

The CCJPA has entered a partnership with Amtrak, UPRR, and the City of Davis to begin a major program of improvements at the Davis station. This project will improve passenger safety and accessibility at this station while reducing train delays, improving railroad fluidity, and providing new pedestrian connectivity. The first phase of this work involved the replacement of track crossovers and the railroad signal system near the station. CCJPA and partners participating in the design of the remaining improvements including the complete reconstruction of the Davis Station with a center island platform and direct pedestrian access to the neighborhoods across the railroad tracks from the station.



Other Station Improvements

The CCJPA is cooperating with Amtrak's ADA Stations program to make safety and accessibility improvements to many stations served by the Capitol Corridor. The work at each station varies from platform repair and replacement (e.g., Rocklin, Santa Clara Great America) to complete reconstruction of the platform and routes of access (e.g., Suisun). The CCJPA is working to ensure these improvements will not only provide the required accessibility but also enhance passenger safety. This work will be ongoing until completed.

Agnew Siding Improvement Design

Final design for Agnew Siding, a new passing siding in the Santa Clara-Great America station vicinity, is nearly complete. To date, funding is available to cover all design and pre-construction activities. The new passing siding in the Santa Clara-Great America station vicinity will offer two benefits: 1) Provide a storage track to hold Capitol Corridor special extra trains to serve events at Levi's Stadium; and 2) Reduce delays to Capitol Corridor and ACE trains due to unscheduled meets in the current single-track territory. CCJPA has been working with the respective utility owners to ensure their facilities that cross under the railroad are protected or relocated in the area where the new track will be constructed. This utility relocation work is a prerequisite to the construction of the project. Presently, the CCJPA is working to secure the remaining funds to implement the project as soon as the design phase is complete.

Signal Replacement/Upgrade

The CCJPA has continued to work in partnership with UPRR to improve the railroad signal system. UPRR and CCJPA are replacing the system near Davis Station. CCJPA is also providing funding to replace the track crossovers at this location so that the speeds for trains changing from one track to another can be increased. Consistent joint investments of CCJPA and UPRR have resulted in a reduction in signal-related train delays.

Grade Crossing Safety Upgrade

The CCJPA is actively seeking safety improvements for the many highway and railway grade crossings along our route. While CCJPA does not have direct authority to make improvements to railroad crossings, substantial increases in federal funding for crossing improvements will provide opportunities to address needed safety upgrades. CCJPA intends to work closely with UPRR, the California Public Utilities Commission, and local communities to identify areas of concern and support efforts to implement improvements. One such program, launched in 2023, is an initial phase to work with local jurisdictions to seek at-grade crossing improvements. This program uses CCJPA funds to develop a corridor-wide capital plan for at-grade crossing improvements, which can be the basis for future design and, subsequently, construction grant funding programs that are established and expanded at both the state and federal levels. Other, more significant grade-separation projects will be coordinated with various road authorities and the UPRR, aiming to reduce incidents and maintain the safety and on-time performance of Capitol Corridor trains. When appropriate, the CCJPA will actively seek to promote, fund, and deliver on the separation (bridge) or closure of crossings.

Bridge and Structure Improvement/Upgrades

The CCJPA has begun a program of improvements to bridges and related structures along the Capitol Corridor route. Supported by State Rail Assistance funds, this program will focus on safety improvements and asset life extension. This program will supplement the work already performed by UPRR and will aim to improve the safety and on-time performance of Capitol Corridor trains.

Capitalized Maintenance

The Capitol Corridor Capitalized Maintenance program, funded by the ABP allocation, focuses on upgrades and improvements to the railroad infrastructure to achieve and maintain a high level of on-time performance. In the past fiscal year, funding was used for improvements to the railroad track to improve passenger ride comfort and on-time reliability. The program also helps to fund railroad signal system reliability improvements.

Rolling Stock Equipment Improvements

Wi-Fi Upgrade

In December 2020, the CCJPA completed significant Wi-Fi system upgrades to the entire Northern California bi-level fleet, which serves both the Capitol Corridor and San Joaquin intercity routes. CCJPA performs this work as a ‘center of excellence’ on behalf of the State’s northern intercity passenger rail systems. The Wi-Fi system is continually being upgraded to become the basis for other technologies using the digital communication backbone, including contactless EMV readers used consistent with Cal-ITP. Physical upgrades of the access points (to add Bluetooth and Wi-Fi 6 compatibility) and modems (to accept 5G cellular signals) are planned for the year ahead.

Additional New Rolling Stock

Caltrans has procured new single-level passenger rail cars (Siemens ‘Venture Cars’, described above in Wi-Fi), and these cars will be delivered for use on the San Joaquin service in the calendar year 2023. After various build and delivery acceptance issues, we anticipate that the final delivery will result in a shift of some current bi-level vehicles to CCJPA. In advance of ordering new rail vehicles for the NorCal IPR fleet, Caltrans is spearheading a fleet management plan that is supported by the CCJPA, San Joaquin Joint Powers Authority (SJJPA), and the Los Angeles - San Diego - San Luis Obispo Rail Corridor Agency (LOSSAN).

Service Amenity Improvements

Bicycle and Scooter Access

In prior years, CCJPA implemented several projects to support bicycle and scooter access to the service, including the installation of onboard bicycle racks and electronic bicycle lockers at most of our stations. As ridership gradually rebounds post-COVID, onboard bicycle/scooter storage capacity is sometimes exceeded on particularly busy trains. The steadily increasing use of e-bike and e-scooters among Capitol Corridor riders is changing the nature of the onboard storage solutions that CCJPA identified even just a few years ago, making applying a capacity-increasing design solution an evolving dynamic. CCJPA will continue to work with Amtrak to identify onboard bicycle and scooter storage issues and brainstorm potential solutions, both in terms of rider policy and physical storage.

California Passenger Information Display System (PIDS) Modernization

PIDS provides passengers with train arrival information at Capitol Corridor stations and the current system is undergoing a significant hardware and software upgrade. CCJPA is partnering with SJJPA, the San Joaquin Regional Rail Commission (management agency of the Altamont Corridor Express, or ACE), and the North County Transit District (NCTD) to modernize PIDS across State-supported intercity passenger rail services, with implementation ongoing through FY 2025 and FY 2026. This project also involves bringing improved telecommunications services to stations on the Capitol Corridor, San Joaquins, and ACE. An early deliverable of this project is the publication of GTFS Realtime feeds for Capitol Corridor and ACE, which allows third-party travel planning apps such as Google Maps and Transit App to consume industry-standard transit schedule and real-time train status data.

California Integrated Travel Program (Cal-ITP)

CCJPA is managing a CalSTA and Caltrans led, multi-agency initiative to research, develop and implement Cal-ITP that will enable California residents and visitors to plan, pay, and demonstrate discount eligibility for travel across multiple modes of transportation, including bus, metro, light and intercity rail, paratransit, bike hire, and ride-hailing services in California. With the help of dedicated Caltrans staff leading integration, CCJPA is fiscally and programmatically supporting these critical objectives. In 2023, efforts were focused on further developing program capacity and building upon the scale of data systems, hardware, and software needed to support early program pilots, called Minimum Viable Products (MVPs). Building on lessons learned from several MVPs across various modes, it appears that 2024 will see significant expansion into various transit systems statewide. From March 2023 onward, CCJPA has been in the first phase of an MVP, and we are still learning valuable ‘project pilot’ lessons for contactless payment in a passenger rail operating environment. While CCJPA will continue to work with the State to support this effort, we are also working with CalSTA and Caltrans’ Division of Rail and Mass Transportation (DRMT) to explore governance options so that the fiscal oversight of Cal-ITP can eventually transition from CCJPA to one or more state agencies.

Service Plan Improvements and Expansions

Sacramento to Roseville Third Track Service Expansion Project

The Sacramento to Roseville Third Track Phase I Project is currently in the 90% design phase with UPRR (by UPRR standards) and is working towards design completion in 2025. Various properties required for the project are in the ROW acquisition process and utility owners situated in the UPRR ROW is now providing useful design input for the relocation of those services (fuel pipeline and fiber optics). In 2023, this project received a series of discretionary State and Federal grant awards, which, based on initial cost estimates covered the entire cost of Phase 1 completion, allowing for two additional round trips. Phase two of this project will add an additional seven round trips, but no funding for those phases has commenced, with all efforts focused on assembling funding and completing the design and ROW acquisition for the phase one effort.



South Bay Connect

The South Bay Connect project comprises two main elements that have independent utility: 1) the rerouting of Capitol Corridor train service from its existing UPRR Niles Subdivision to the UPRR Coast Subdivision between Oakland and Newark (called the South Bay Connect project) and 2) a new intermodal station at Ardenwood Park & Ride (on the border between the cities of Fremont and Newark) that connects north-south rail service and existing east-west transit and shuttle service across the SR84 Dumbarton transportation corridor, enhancing transit connections between Alameda County and the Peninsula (termed the SR84 Intermodal Facility project). The proposed service reroute reduces travel time by up to 13 minutes between Oakland and San Jose, and the SR84 Intermodal Facility would allow Capitol Corridor passengers to reach destinations more easily on the SF Peninsula. Resulting increases in ridership from travel time reduction and new intermodal station connections would reduce vehicle miles traveled on the congested corridors of I-880 and SR84, resulting in lower overall transportation GHG emissions and harmful air pollutants. This project is being developed in coordination with a broad range of stakeholders, including Alameda CTC, AC Transit, and other public and private entities. After delays waiting on UPRR for capacity modeling results, the CCJPA determined the most pragmatic approach is to presume a maximum footprint for track infrastructure needed to meet funding deadlines associated with the draft Environmental Impact Report (EIR) – now expected to be released by November 2024 with the final EIR by mid- 2025. The SR84 Intermodal Facility project is also advancing with Caltrans District 4 through their project development process. For both project elements, the CCJPA will continue to seek additional funding required to complete construction.

Link21 (New Transbay Rail Crossing)

CCJPA is partnering with BART on the extensive planning efforts needed to deliver a Northern California Megaregional Project –a new transbay rail crossing between San Francisco and Oakland with implications that extend far beyond the connection across the San Francisco Bay. The team is considering improvements to BART and/or standard gauge passenger rail that will facilitate travel through the Transbay Corridor. Undertaking such a project involves developing project concepts and understanding the potential market from 21 Northern California counties. Section 9 of this ABP continues to include resources to support full-time staff positions and supporting resources over the next five years to advance the planning, conceptual engineering, environmental studies, and outreach efforts for interregional passenger rail services serving the greater NorCal Megaregion as part of Link21.

Carquinez High-Level Crossing Study

CCJPA is in the second phase of a two-phase engineering analysis of options for replacing the existing Benicia-Martinez rail lift bridge, which is a significant cause of many Capitol Corridor service delays that will hinder any expansion of Capitol Corridor service in the future unless a new non-lift crossing is developed. Phase one examined a wide plethora of crossing options (including tunnel options) and, using various cost and viability criteria, settled on four (high-level bridge) options to be advanced to the phase two study phase. CCJPA expects to complete the phase two engineering study by August 2024, which will further narrow down viable high-level crossing options that can then proceed into the standard project development framework, and also consider engineering feasibility with proximally affected State Rail Plan objectives such as service to and/or from Vallejo and Novato.

5. Performance Standards and Action Plan

CCJPA maintains a customer-focused business model that emphasizes delivering reliable, frequent, safe, and cost-effective train service designed to sustain growth in ridership and revenue. Over the past 20 years, ridership has trended upward as the service provides a viable transport alternative to the parallel congested I-80/I-680/I-880 highway corridors that is competitive in terms of travel time, reliability, and cost.

The CCJPA develops performance standards for the Capitol Corridor service to be aligned with the Uniform Performance Standards (UPS) developed by CalSTA. CCJPA has long used data analysis to drive cost-effective service improvements and expects to increase the role of data in future fiscal years. Table 5-1 summarizes the UPS and CCJPA results for FY 2022-23, as well as the standards for the next three fiscal years.

FY 2022-23 Performance Standards and Results

- Ridership: 705.4 thousand, an increase of 99 percent as compared to FY2021-22.
- Revenue: \$17.8 million, an increase of 101 percent from FY 2021-22.
- End Point On-Time Performance (OTP): 83 percent, a decrease of nine percent as compared to FY 2021-22.
- Passenger OTP: 84 percent, an eight percent decrease as compared to FY2021-22.

FY 2023-24 Performance Standards and Results through March 2024

- Ridership: Year-to-date ridership is 16 percent above FY 2022-23 and eight percent below ABP projections.
- Revenue: Year-to-date revenue is 28 percent above the prior fiscal year and seven percent above the ABP budget.
- End Point OTP: Year-to-date is 85.5 percent, eight percent higher than FY 2022-23 and five percent below the 90 percent standard.
- Passenger OTP: Year-to-date is 87.5 percent, seven percent above FY 2022-23 and three percent below the 90 percent standard.

FY 2024-25 and FY 2025-26 Performance Standards

Table 5-1 provides the preliminary performance standards for FY 2024-25 and FY 2025-26. The future operating costs for FY 2024-25 and FY 2025-26 have been developed to conform with the PRIIA Section 209 pricing policy, which stipulates that all state-financed, Amtrak-operated intercity passenger rail routes under 750 miles shall be priced by Amtrak in a fair and equitable manner.

Table 5-1: System Performance Standards and Results

PERFORMANCE METRIC	FY 2022-23			FY 2023-24	FY 2024-25	FY 2025-26
	Actual	Budget	Actuals vs Budget	Budget	Budget	Budget
Usage						
Route Ridership	921,105	990,850	-7%	1,032,299	1,135,542	1,224,399
Passenger Miles	68,034,466	60,925,500	12%	68,451,517	104,403,449	104,403,449
Total Operating Cost/Passenger Mile	\$0.88	\$1.03	-14%	\$0.92	\$0.66	\$0.67
Farebox Recovery	38%	40%	-3%	41%	43%	46%
Service Quality	Actual	Standard	Actuals vs Standard	Standard	Standard	Standard
End-Point On-Time Performance	82%	90%	-9%	90%	90%	90%
Passenger On-Time Performance	84%	90%	-7%	90%	90%	90%
Operator Delays/10K Miles	305	>325	-7%	>325	>325	>325

FY 2024-25 and FY 2025-26 Action Plan

Table 5-2 summarizes projects, ongoing and planned, through FY 2023-24 and FY 2024-25. Each project shown in Table 5-2 is dynamic and may change based on circumstances beyond CCJPA’s control.

Table 5-2: FY 2023-24 and FY 2024-25 Action Plan

PROJECT	Past Fiscal Years	FY 2024-25				FY 2025-26				Future Fiscal Years
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
CAPITAL PROJECTS										
South Bay Connect										
Sacramento to Roseville Third Main Track Phase I										
California Integrated Travel Program (Cal ITP)										
Davis Station Signal Improvements										
Agnew Siding										
Stege Signal Improvements										
California Passenger Information Display System (CalPIDS) Modernization										
Contactless Fare Payment Hardware										
ONGOING PROJECTS										
Right of Way Safety and Security										
Capitalized Maintenance										
Network Integration/Link21										

6. Establishment of Fares

The CCJPA develops fares in conjunction with Amtrak to ensure the Capitol Corridor service is attractive and competitive with other transportation options. Fares provide a critical funding source for CCJPA operations. The pandemic resulted in a significant reduction in fare revenue that was offset by federal funding support. Although CCJPA made a concerted effort to keep fares stable during the pandemic, increasing budget challenges will likely require an increase in fares during FY 2025-26 due to the increasing cost of service delivery. The final recommendation for fare adjustments will be determined through an ongoing analysis with changes expected in mid-2024. At a minimum, multi-ride fares are expected to increase by an amount equal to inflation in FY 2024-25 and FY 2025-26. In the event of insufficient state operating funds, more significant increases may be necessary. CCJPA will, whenever possible, implement these fare increases incrementally to minimize the immediate impact on our customers. In addition, CCJPA may introduce additional fare products as part of Tap2Ride or through the Amtrak ticketing system to adapt to changing travel patterns in Northern California. While the expectation is that some fare adjustment will be necessary, CCJPA’s goal is to work closely with Amtrak to promote the efficient delivery of service and minimize the need for fare increases.



Current ticket types include standard one-way and roundtrip fares, monthly passes, ten-ride tickets valid for 90 days, and six-ride/1-year tickets for college and university students. Ten-ride tickets are discounted by roughly 30-35 percent as compared to one-way fares, and monthly tickets are discounted by roughly 50 percent from one-way fares, assuming use of 40 times per month. In recognition of changing ridership patterns, ten-ride tickets were extended to be valid for 90 days in

2022. These discounted multi-ride fares are ideal for repeat riders who use Capitol Corridor trains as their primary means of travel along the corridor. To retain flexibility and convenience for our riders, reservations are not required for any of the trains.

CCJPA also offers targeted discount programs for leisure travelers, including the year-round “Friends and Family” offer, providing savings for buy-one/bring up to five others at 50 percent off. The Capitol Corridor also utilizes a variety of seasonal discounts aimed at specific target groups such as seniors, to promote off-peak and weekend ridership. In addition, Capitol Corridor offers a variety of California Everyday Discounts for seniors, children, military personnel, disabled individuals, and members of select organizations, in conjunction with the San Joaquins and Pacific Surfliner.

Through Cal-ITP, CCJPA is positioned to re-cast the fare and ticketing system to simplify connections to other transportation services, reduce the costs of fare collection, allow for easier execution of potential fare offers, and simplify travel for our customers. The process for this change will emerge over the period of this Business Plan and will require the development of internal capacity for CCJPA to manage revenue and customer service, much of which is handled by Amtrak at present. CCJPA will work closely with CalSTA and Caltrans DRMT leadership to ensure that the proper staffing resources are in place to transition and grow into a new fare and ticketing system that aligns with the objectives described.

FY 2024-2025 Fares

Maintaining the fiscal viability of CCJPA service will likely require some increase in fares during FY 2024-25. CCJPA has made few changes in fares since 2019, effectively reducing the cost of service by nearly 20% considering inflationary levels during the period. Increasing budget challenges necessitates a review of fares to address the increasing cost of service delivery. Changes will be based on an ongoing fare study that will also consider the long-term expansion of the Tap2Ride program. At a minimum, increases will equal inflationary levels during the most recent year.

To provide riders with more flexibility for their multi-ride tickets, in 2020, CCJPA extended the 10-ride/45-day ticket to 60 days, and in 2022, extended it to 90 days, to encourage greater flexibility. However, analysis of the 10-ride product clearly shows a cohort of more frequent 10-ride utilization and very infrequent utilization, both suggesting that differentiation of the 10-ride product by two time periods and pricing levels may be warranted. We will explore additional ways to offer ticket flexibility for riders as we learn more about emerging ridership patterns and prepare for a new ticketing platform.

CCJPA has made a concerted effort to keep fares stable during the pandemic making very minor fare adjustments over the last four years. As part of its Marketing Program (Section 8), CCJPA will develop initiatives designed to regain ridership and build customer satisfaction. Opportunities related to fares and ticketing include:

- Use findings from the fare analysis to develop new fare products or adjust existing products to better meet the needs of riders.
- Raise awareness of the flexibility and benefits of Capitol Corridor’s unreserved ticketing.
- Continue to promote the Tap2Ride contactless fare pilot program.

- Leverage the CC Rewards loyalty program to deepen relationships with members of the community through promotional offers and giveaways.
- Continue to promote California’s “Everyday Discounts” and other ongoing discounts such as “Friends & Family”.
- Increase utilization of Amtrak’s mobile ticketing features in the short-term, as they enable real-time validation and improve customer convenience.

Together, these fare and ticketing programs for FY 2024-2025 will enhance customer convenience as we prepare for the growth of the Cal-ITP program.

FY 2025-2026 Fares

The expectation is that Tap2Ride will allow for a nimble and customer-friendly fare system with a wider range of products by FY2025-26. Fare changes will be considered in the context of budget conditions at the time and are likely to, at a minimum, increase at an inflationary level. Other fare and ticketing opportunities include:

- Continue to expand and raise visibility of transit connectivity programs such as the Transit Transfer Program, joint ticketing, and the transfer of motorcoach bus routes to parallel local transit services.
- Enhance customer loyalty and referral programs to retain existing riders and attract new riders.
- Integration and implementation of the new ticketing platform will likely offer new fare products and expand choices for riders.

7. Service Amenities, Food Services, & Equipment

Service Amenities

Accessibility

The Capitol Corridor provides complete accessibility to passengers. Accessibility features include onboard wheelchair lifts, two designated spaces per train car for passengers in wheelchairs and one wheelchair-accessible lavatory on the lower level of each train car. Mobility-impaired persons not in wheelchairs can utilize grip bars at each door, work with conductors to use on-train step stools, or even utilize the wheelchair lifts, if needed, to board from the platform. Passengers who require assistance may contact the conductors for help in boarding or detraining.

Passenger Information

Onboard train journey information is provided via the Wi-Fi landing page/portal associated with the 2020 upgraded Wi-Fi system. Refinements in this information regarding passenger journeys will evolve over time but remain as a consistent on-train amenity.

At the stations, electronic passenger information displays provide train arrival times, delay information, and other notifications. These displays are part of the California PIDS. CCJPA is leading an effort to initially modernize the back-office PIDS system to improve system reliability and functionality and, in the future, upgrade station signs and audio equipment. Description of the PIDS Modernization project can be found in Section 4, Capital Improvement Program.

Lavatories

Lavatories in California cars feature electric hand dryers, soap dispensers, infant diaper-changing tables, and air fresheners.

Wi-Fi

All cars in the fleet have complimentary Wi-Fi service. CCJPA delivered a next-generation Wi-Fi solution in 2020, a significant upgrade from the original system. It is now managed under a long-term services-based contract, which allows to keep pace with technological improvements for hardware elements that reach end-of-life on a relatively rapid basis. This approach ensures a cost-effective balance to the system, keeping it modernized where needed while retaining the value of the original labor for much of the hardware installation and particular items, such as cables and antennas, which have a much longer technology lifespan. At this time, the Wi-Fi system is being further leveraged for its IP-based communications for the Tap2Ride contactless payment readers. See details on the next-generation Wi-Fi in Chapter 9, CA IPR Supplemental Allocation for Onboard Technology (page 19).

Bicycle/Scooter Access

Providing on-train and secure station bicycle and scooter storage remain important aspects of Capitol Corridor bicycle access, as we see train ridership gradually returning. CCJPA will monitor on-train bicycle/scooter storage capacity needs as ridership recovers and maintain adequate racks to meet demand, which, for some busy trains, are already being challenged with an increasingly diverse ecosystem of non-powered and powered mobility devices of all types, making safe storage and transport a growing challenge for CCJPA, Amtrak, and customers. CCJPA will also continue to operate and maintain all existing BikeLink eLockers at stations and work with the eLocker vendor to raise awareness of secure station bike parking to mitigate on-train crowding. For physical bicycle access to and from stations, CCJPA is pursuing opportunities to improve station access as they arise with local municipalities.

Food and Beverage Services

CCJPA will continue to evolve and expand the menu based on the performance of the Café Car. Menus onboard the train have been redesigned as sustainable, with a QR code linking to <https://www.capitolcorridor.org/cafe-car/>, allowing for changes to be made incrementally and in response to market demand, without having to reprint menus. To promote the Café Car, seatback tray decals offer QR code links to the menu, schedules, and other helpful links.



Equipment Acquisition, Renovation, and Upgrades

CCJPA is focused on refining the maintenance and operations programs at the Oakland Maintenance Facility to improve the reliability, safety, and cost-effectiveness of the Northern California rail fleet, which supports both the Capitol Corridor and San Joaquin services. The fleet is primarily California-owned equipment as shown in Table 7-1. New fleet acquisitions under development will dramatically increase service capacity. In November 2023, CCJPA received board authorization to enter into a joint services agreement with SJJPA for maintenance of the Northern California rail fleet with its third-party maintainer – Transit Services America Inc. (TASI). This transition will allow both services to adhere to higher maintenance quality, cleanliness, and be more agile with overhaul projects. The expectation is that CCJPA will transition from Amtrak to TASI as the maintenance provider by the beginning of FY 2024-25.

The fleet plan for FY 2023-24 is below in Table 7-1. Capitol Corridor has been operating temporary reduced service with a fleet that relies on seven four-car trainsets. For the upcoming FY 2024-25, Capitol Corridor plans to return to pre-pandemic train service levels which will require additional equipment. This will be possible as the “Venture Fleet” is commissioned along the SJJPA route.

Table 7-1: Northern California Equipment Fleet (Capitol Corridor and San Joaquins)

California owned rail equipment	NOTES
13 F59 Locomotives	Assigned to San Joaquin and Capitol Corridor service
2 Dash-8 Locomotives	Assigned to the Oakland Maintenance Facility Yard
10 Charger Locomotives	Assigned to San Joaquin and Capitol Corridor service
75 Bi-Level California Coach and Surfliner Cars	Assigned to San Joaquin and Capitol Corridor service
14 Single Level Comet Cars	Assigned to San Joaquin service
Amtrak Supplemental Equipment	NOTES
4 NPCU Single Level Baggage Cars	Assigned to San Joaquin and Capitol Corridor service
1 Amtrak Bi-Level Superliner Cars	Assigned to San Joaquin and Capitol Corridor service

Rehabilitation and Modification Programs

Using previously allocated State funds, the CCJPA, Caltrans, and Amtrak have established a multi-year program of periodic overhauls for the existing train fleet. This program aims to improve fleet performance, maintain the valued assets of the State’s rolling stock investment, and provide enough cars to effectively run the service until enough new cars arrive in 2024. Below are lists of both completed and upcoming projects.

Rail Equipment Projects Completed in FY 2022-23

- Replaced the destination sign LED displays.
- Overhauled the hydraulic ADA boarding lifts on all cars.
- Ongoing replacement of current incandescent and fluorescent lighting with more energy efficient, brighter, longer lasting, and cooler operating LED lighting.
- Overhauled of trucks and suspension for a safer, smoother ride.
- Cleaned waste tank systems and the possible rerouting of venting on the 8800-series cars to help mitigate foul odors.
- Renewable Diesel Transition completed.
- Installed Cal-ITP-compliant card readers on cab cars to allow contactless credit card fare payments without pre-reservation.

Rail Equipment Projects Upcoming in FY 2023-24

- Install Cal-ITP-compliant card readers on all remaining cars to allow contactless credit card fare payments without pre-reservation.
- Train Manager lineup tool to improve the digital management of rail equipment and communication with Wi-Fi, Tap2ride, and GTFS developed and implemented.
- Transition of maintenance provider - TASI.
- Equipment Redeployment will begin as the third Siemens Venture Car set is deployed on the San Joaquin Corridor

Rail Equipment Projects Upcoming in FY 2024-25

- Truck Overhaul work will continue through the remainder of the fleet.
- Add Maintenance transition to new provider expected to be completed.
- State of Good Repair Asset Condition Assessment to determine short- and long-term overhaul plans.
- Equipment Redeployment will continue as Siemens Venture Car sets are deployed on the San Joaquin Corridor.

8. Marketing Strategies

To raise brand awareness of the Capitol Corridor service and increase ridership, the CCJPA employs a strategy of combining targeted advertising campaigns, multi-channeled cross-promotions with strategic partners, paid and organic social media, and media outreach efforts. Primary objectives include promoting the service in key markets and attracting riders to trains. Staff will focus on rider acquisition and retention through targeted advertising and brand engagement, primarily in the digital media space. Marketing dollars and impact are maximized through joint promotions and social media sharing with key partners along the Capitol Corridor route. Winning back riders will require an aggressive approach to marketing, demanding that funds remain at an increased level to support the planned efforts.

Advertising Campaigns, Brand Awareness, and Promotional Partnerships

- Advertising campaigns aim to attract leisure and business travel riders by highlighting the advantages of train travel, including amenities, value, and destinations.
- Advertising efforts emphasize the Capitol Corridor image, brand, and destinations, in accordance with the CCJPA Board’s edict to create a distinct, regional brand for the Capitol Corridor and strengthen brand awareness throughout the service area.
- Promotions target specific markets designed to build ridership during off-peak hours such as midday/mid-week and weekend travel. Destination-focused promotions highlight riding the train to events at venues along the route, such as Levi’s® Stadium.
- Partnership Brand Marketing: CCJPA’s Strategic Marketing Partnership program has established a marketing asset catalog to support CCJPA’s trade promotion negotiations, enabling selected partners to market their products via Capitol Corridor’s diverse marketing channels, such as interior, exterior, and station signage, social media, email, electronic station signs, and the onboard Wi-Fi landing page. The partnership program is designed to extend advertising reach, as well as increase value, ridership, and revenues by leveraging relationships with organizations that are close to Capitol Corridor stations and/or share similar target audiences to heighten Capitol Corridor’s brand visibility.
- Joint Marketing and Outreach: The CCJPA achieves cost efficiencies by working with local community partners, such as CCJPA member agencies and local Destination Management Organizations, to promote both destination and rail travel.

Customer Experience

The CCJPA views communication with passengers as the cornerstone of our customer-focused service delivery. CCJPA actively encourages passengers to provide input through our website, social media channels, and toll-free number, funneling these comments into an online platform, which allows CCJPA to better respond to the customer’s request or issue. We use this feedback to identify and prioritize service modifications, capital improvements, and desired amenities in the service.

Communications: Online Presence and Customer Engagement

The CCJPA places great importance on delivering timely and accurate passenger communications through multiple channels, and engaging customers in providing feedback. Ongoing efforts include:

- Maintaining a website that is mobile-optimized that is easy to navigate, with user-friendly booking and trip planning tools, along with timely and engaging content.
- Boosting participation in online social networking platforms, such as Facebook, Twitter, Instagram, LinkedIn, and TikTok, and exploring new opportunities within these rapidly evolving platforms.
- Continuing rider engagement programs such as our virtual “Corridor Conversations” webinars, onboard programs such as “Cappy Hour” discounted drink hours and seeking a new platform for our Capitol Corridor Rewards program.
- Enabling consistent and timely passenger communications via a variety of channels, including SMS/text and email service alerts, to ensure customers receive clear and up-to-date information.
- Encouraging passengers to provide input via our channels such as the website, social media, and toll-free number. We use this feedback to identify and prioritize service modifications, capital improvements, and desired amenities for the service.

Public Relations, Outreach, and Advocacy

The CCJPA’s public information efforts incorporate traditional and digital media to build awareness about its service and projects. Activities include:

- Advocacy and public relations efforts aim to increase the Capitol Corridor’s visibility and recognition as a unique interagency partnership aligned with broader statewide goals of enhancing mobility for all and reducing greenhouse gas emissions.
- Helping communities along the route to build awareness of the service in their respective cities through a variety of local outreach campaigns, including transit connections via the Transit Transfer Program.
- Publishing an Annual Performance Report that informs the public and elected officials of the service’s successes, benefits, and challenges.
- Collaborating with Operation Lifesaver, a voluntary effort by railroads, safety experts, law enforcement, public agencies, and the general public.
- Developing and sharing content that highlights key projects, staff work, partnerships, and other activities that help tell the Capitol Corridor’s story and help shape its brand identity.

FY 2024-2025 Marketing Program

CCJPA’s FY 2024-2025 Marketing Program will continue to focus on increasing ridership on trains with available capacity by emphasizing the convenience of modern train travel and targeting service periods and markets with the highest growth potential.

CCJPA will continue its independent advertising campaigns that position Capitol Corridor as a distinct regional service brand for leisure and business travel. CCJPA will evolve the Capitol Corridor brand to ensure that marketing and customer touchpoints align with the CCJPA’s overall vision at present and into the future. Key elements will include:

- Developing a comprehensive marketing plan to attract and grow ridership to pre-pandemic levels.
- Creating more digital content (videos, photos, infographics, etc.) for distribution via website, blog, and social media channels, to educate and engage riders and non-riders.
- Renewing promotions with partners to attract business travelers and leisure riders, maximize media spend, and expand market reach.
- Refine overall customer experience, seeking solutions for Contact Center communication gaps and efficiencies, planning for customer support center function as the Tap2Ride program expands, implement new method of providing timely and relevant service alerts, etc.
- Identifying areas for marketing and customer service automation and personalization, to use our resources more efficiently.
- Performing deeper analysis of ridership data to identify emerging markets, opportunities for micro-markets (single day/train offers, short-distance city pairs, etc.), and marketing Tap2Ride fares.
- Conducting additional surveys of riders and non-riders to learn more about current ridership and opportunities.
- Extending visibility of the brand, via train exteriors, uniforms, and other channels.

FY 2025-2026 Marketing Program

The CCJPA will continue to strive to grow ridership and revenue in 2025, as well as increase brand awareness through the region and beyond. Marketing strategy and tactics are expected to shift as Tap2Ride expands, bringing new challenges in effectively providing quality customer service, as well as opportunities. CCJPA will plan service for fans attending high-profile events at Levi’s Stadium, including Super Bowl LX in February 2026, along with other leisure-oriented events along the route.

9. FY 2024-25 & FY 2025-26 Annual Funding Requirement

The primary purpose of this ABP, as defined in the ITA, is to request the annual funds required by the CCJPA to operate, administer, and market the Capitol Corridor service for agreed-upon service levels, as well as administer two State IPR technology programs and a megaregional rail service expansion planning effort. Previous sections in this document describe the proposed operating plan, planned service improvements, and capital improvements for FY 2024-25 & FY 2025-26. The funding request for the same period is detailed in Table 9-1. and described below.

Amtrak Operations

In response to CalSTA’s mandate (in the FY 2023-24 ABP approval letter) to implement cost reduction strategies due to the California Intercity Passenger Rail (CA IPR) Service Program’s structural deficit, CCJPA has reviewed and implemented a series of strategic measures to reduce Amtrak operating costs and increase revenue. While recent trends show promising growth in passenger demand into FY 2023-24, Capitol Corridor service ridership and revenue are down by 48% and 40% from FY 2018-19 to FY 2022-23, respectively, due to the impacts of the global pandemic.



The 52% increase in the State subsidy required to operate the Capitol Corridor service from FY 2018-19 to FY 2022-23 is primarily due to decreased ridership and revenue. The farebox recovery ratio for the Capitol Corridor service decreased from 61% in FY 2019 pre-pandemic to 40% in FY 2023.

operating costs steady from FY 2019 to FY 2023. The total operating costs decreased by 4% from \$62.5 million in FY 2019 to \$60.0 million in FY 2023, despite a Consumer Price Index (CPI) increase of 18% during the same period. CCJPA has been successful in maintaining the current level of costs due to targeted efforts with Amtrak to improve operational efficiency, including adjustments to train and bus service levels, station operations, and equipment usage. Additionally, there are additional cost reduction strategies being implemented as of the writing of this Business Plan update.

However, with this recognition of the escalating costs required to operate at decreased service levels, CCJPA has managed to hold overall Amtrak

One operational efficiency measure in the process of being implemented is the shift of responsibility for the maintenance of the Northern California rail fleet to a new service provider from Amtrak. This change is expected to result in a reduction of Amtrak operating expenses commencing in FY 2024-25. This cost reduction is described below in the California Intercity Passenger Rail (CA IPR) Support Supplemental Allocation Requested by San Joaquins Joint Powers Authority (SJJPA) on Behalf of CCJPA section and is reflected in the current Amtrak Operating cost estimate and Train Equipment Maintenance budget in Table 9-1.

Based on the Operating Plan and Strategies (Section 3), the CCJPA has prepared an initial forecast for the FY 2024-25 & FY 2025-26 operating expenses, ridership, and revenues. In close collaboration with JPA staff from the three California intercity rail JPAs, including Capitol Corridor, Caltrans has developed a Cost Optimization Strategic Initiative (COSI) model to project the estimated operations subsidy needed for each California intercity rail corridor based on various service levels and revenue assumptions. This model is updated quarterly based on current trends and analyzes various scenarios to assess the availability of resources. The COSI model was used to estimate the operations funding needed for the FY 2024-25 & FY 2025-26 Amtrak Operations funding request, while actual Amtrak Operating costs will be determined by the implementation of the newly revised costing methodology.

The Amtrak operating forecast shows in Table 9-1 assumes that full service will resume in the first quarter of FY 2024-25, contingent upon a return of customer demand, available equipment, and sufficient operating subsidy from the State. Additionally, an improvement in operating efficiency and a decrease in operating costs are required to return to full service. The proposed operating costs conform pursuant to the new PRIIA Section 209, which was implemented in FY 2013-14 and revised in FY 2023-24 as part of a national launch of a pricing policy for all Amtrak-operated IPR services under 750 miles.



As described in Section 4, CCJPA launched the Cal-ITP MVP, Tap2Ride, in March 2023. During a transitional period combining both CCJPA ticketing support and Amtrak ticketing support, state funding to support CCJPA revenue collection may be required. As CCJPA's responsibility for ticketing ramps up, Amtrak costs for supporting ticketing are expected to decrease, funding these new functions going forward. Overall, the

introduction of Cal-ITP compatible ticketing will require future interaction with Caltrans DRMT staff to give greater definition to the timing and costs. As such, CCJPA is requesting a flexible approach to funding this effort due to the current unknowns. Funding to support Tap2Ride is currently requested under the California Intercity Passenger Rail (CA IPR) Support Supplemental Allocation for Cal-ITP.

Direct Operations

The Direct Operations funding request captures operating expenses that were formerly included in the Amtrak Operating budget (such as the partnership with El Dorado County Transit Authority for the Sacramento to South Lake Tahoe connecting motorcoach route) and other direct operating expenses, such as bus partnerships, station contracts, transit transfers, rail safety initiatives, and system monitoring. Included under system monitoring, as described in Section 3 under Service Operations Efficiencies, is funding for ongoing monthly support of an improved Train Manager "line-ups" tool that is web-accessible and integrates with train consist data used by various other systems, including Wi-Fi and contactless EMV readers (see below).

Marketing Expenses

The CCJPA's marketing budget for FY 2024-25 and FY 2025-26 includes resources required to support marketing strategies as described in Section 8. Bringing back passengers and increasing ridership will require an aggressive approach to marketing that demands an increase in funds to support the planned efforts. The budget estimates shown in Table 9-1 represent only the direct expenditures of the CCJPA and do not include any costs for marketing programs provided solely by Amtrak or the State.

Administrative Expenses

Table 9-1 identifies the estimates for the FY 2024-25 and FY 2025-26 budgets that support the administrative management activities of the CCJPA for the Capitol Corridor service. The administrative funding request includes resources focused on supporting capital project funding and advancing capital improvements due to anticipated federal and state grant opportunities. Also included in the administrative budget request are resources to support the recently acquired responsibilities of direct management of Northern California Wi-Fi, management of legacy CA PIDS, and the implementation of Cal-ITP or Tap2Ride on the Capitol Corridor service. As in recent years, CCJPA staff will continue to execute strategies to charge appropriate CCJPA labor costs to capital project grants, which will offset administrative expenses.

Total CCJPA Funding Request for Operating, Marketing, Administration

As detailed in Table 9-1, the compared to the current period FY 2024, the total proposed combined budgets requested by CCJPA for operating, marketing, and administrative expenses are expected to decrease overall by 22%. This includes a net decrease of 28% in the Amtrak operating contract due to the transition of train equipment maintenance to a new provider with contract held by San Joaquins Joint Powers Authority (SJJPA) for which funding will be requested by SJJPA on behalf of CCJPA, however, also includes an increase in other Amtrak operating costs. CCJPA has limited direct control over the Amtrak operating costs and must follow the newly revised costing methodology that establishes the cost structure for Amtrak-provided services. There is also an increase of 45% in the Direct Operations budget to support rail safety partnership efforts; and an increase of four percent to the Administrative and Information Customer Support Services budgets due to inflationary increases.

The Capitol Corridor service will remain a part of the State’s IPR system, and pursuant to the ITA, the service will continue to receive annual funding appropriations from the State. To that end, the CCJPA will provide the level of service consistent with funding appropriated by the Legislature and allocated by the State. Any cost savings realized by the CCJPA or revenues exceeding business plan projections during the term of the ITA will be used by the CCJPA for service improvements.



CCJPA Supplemental Allocations

CCJPA receives additional annual supplemental allocations from Caltrans for special projects that benefit the Capitol Corridor service and are not included in the core CCJPA annual operating budget. These CCJPA Supplemental Allocations are listed in Table 9-1.

Minor Capital Projects

Minor capital projects are small projects to improve Capitol Corridor passenger rail facilities and operations that are less than \$388,000. Recent examples of minor capital projects include the installation of signage at stations, installation of fencing along the Capitol Corridor route, and the repair of vandalized station bike eLockers.

Capitalized Maintenance

Refer to the description in Chapter 4, Railroad Infrastructure Maintenance and Improvements section.

California Intercity Passenger Rail (CA IPR) Support Supplemental Allocations Requested by CCJPA

CCJPA receives additional annual supplemental allocations from Caltrans for special projects that benefit the other CA IPRs but are led by CCJPA. These CA IPR Supplemental Allocations are listed in Table 9-1.

Northern California Onboard Wi-Fi

In 2018, CCJPA transferred the provision of third-party onboard Wi-Fi and its associated management expenses for the two Northern California State-supported intercity passenger rail services (Capitol Corridor and San Joaquins) from Amtrak to the CCJPA. There has been an understanding that the Southern California Pacific Surfliner may eventually join under CCJPA’s oversight, but this has not transpired to date. Funding for the provision of onboard Wi-Fi was formerly included in the Amtrak Operating budget and has since been funded to CCJPA as a CA IPR Supplemental Allocation. As part of this shift, CCJPA procured a Next Generation onboard Wi-Fi service provider and a Wi-Fi service oversight contractor. CCJPA transitioned to Next Generation Wi-Fi for the Northern California fleet in 2020. In 2022, notable features leveraging the initial Wi-Fi investment were launched to sustain and modernize operations, such as contactless EMV readers used with Cal-ITP.

Additionally, CCJPA will oversee the Wi-Fi installation for the new Siemens “Venture Cars” fleet that will be part of the SJJPA operation. Unfortunately, due to the unforeseen delays in the delivery of the Venture Cars, there have been budgetary adjustments as equipment and labor costs rose over the years of delay. These updated costs and the actual delivery of two full Venture Car trainsets have now been captured and paid out using funds received in FY 2023-24. Due to significant delays, future trainset installations will require increased costs in FY 2024-25.

The funding request for FY 2024-25 for the Northern California Onboard Wi-Fi program is listed in Table 9-1. The funding request is inclusive of the capex and operating payments to the Wi-Fi service provider for the Northern California fleet, comprised of bi-level and the (anticipated) new Siemens Venture Cars, a new set of Stadler (SEMU) cars in the initial design stages needing Wi-Fi consultation, the Wi-Fi oversight provider, cellular SIM costs, maintenance of two legacy Wi-Fi systems, and CCJPA’s estimated project labor costs. CCJPA and SJJPA marketing and communications managers have also included updated costs for the Wi-Fi portal pages, which are necessary for planned updates and delivered content. Using surplus funding from prior years, a pilot launched in October 2022, offering recent movie content to passengers. As well, there are additional functions described below that are being embedded into Wi-Fi operations:

- Successfully introduced as a pilot, movie content provisioning is now included as an amenity to make train travel more attractive.
- Miscellaneous content updates via the portal page throughout the year initiated based on technological developments and customer engagement concepts.
- Modem upgrades to utilize 5G connections provided by all major carriers.
- Network improvements to make the Wi-Fi system more robust for applications using the system such as the Cal-ITP EMV reader monitoring.
- Digital train line (DTL)wear/tear investigations and solution design and multi-brain car conflicts due to the age of DTL cables/connectors and the longer than expected need to have additional brain cars, which can cause issues when more than one car is present in a consist – caused due to late arriving Venture cars.
- Installation of new access points, which incorporate Bluetooth technology and support “open-roaming” in a consistent method that will be available at the stations (via the PIDs project).
- Expansion beyond FY 2023-24 funded testing (research & development) for real-time person counting, using the Bluetooth element included in the access point upgrade (above), which can deliver real-time counting and subsequently lead to various AI analysis applications around ridership from various data sources (both proposed for FY 2024-25).
- Support for ongoing membership representing Wi-Fi, EMV, and related data structures in the international ITxPT organization, which drives industry standards for rail and transit vehicles, serves as a direct voice for Caltrans DRMT and CCJPA in oversight (funding is split between Wi-Fi and Cal-ITP).
- The arrival of new rolling stock will facilitate a shift of some rolling stock to the LOSSAN fleet which will require decommissioning costs to be incurred for removal of existing Wi-Fi hardware and a limited set of EMV readers for Tap2Ride.

These planned initiatives to upgrade or leverage the Wi-Fi system include previously postponed improvements from the prior FY 2023-24. To ease the fiscal request, the CCJPA anticipates a mid-year upgrade of the access points and rollout of passenger counting in FY 2024-25, which will push roughly one-third of those costs into FY 2025-26, to be included in next year’s ABP funding request.

California Passenger Information Display System

Table 9-1 includes a request for operating funding support for both the legacy and modern (upgraded) California Passenger Information Display System for the California IPRs as described below.

Legacy California Passenger Information Display System (PIDS) - In FY 2023, CCJPA assumed the management responsibilities of the existing (legacy) CA PIDS for the CA IPR system, including Capitol Corridor, the San Joaquins, and the Pacific Surfliner, which were formerly supported by Amtrak and funded under the Amtrak Operating allocation. As part of this management shift, CCJPA entered into new contracts with the vendors who support the regular oversight, operations, and maintenance of CA PIDS. While the PIDS Modernization project is being implemented, the legacy CA PIDS needs to be kept operational for critical passenger information at stations. The funding request for FY 2025 and FY 2026 for the CA PIDS management and O&M for CCJPA, SJJPA, and LOSSAN is listed in Table 9-1 under the IPR Support Supplemental Allocation section, and includes funding for vendor costs and CCJPA labor costs for program administrative management. As CalPIDS Modernization is implemented across different rail corridors, the cost of maintaining the existing CA PIDS is expected to decrease over time, while costs for maintaining the new PIDS will increase as the modern PIDS is implemented.

CalPIDS Modernization - The legacy CA PIDS was originally implemented in the early 2000’s, and both the hardware and software components of the system are reaching useful end-of-life. CCJPA is leading procurement of new PIDS hardware and software for multiple rail agencies in California. CCJPA is partnering with SJJPA, the San Joaquin Regional Rail Commission (management agency of the Altamont Corridor Express, or ACE), and the North County Transit District (NCTD) to modernize PIDS across State-supported intercity passenger rail services, with implementation ongoing through FY 2025 and FY 2026. This project also involves bringing improved telecommunications services to stations on the Capitol Corridor, San Joaquins, and ACE. An early deliverable of this project is the publication of GTFS Realtime feeds for Capitol Corridor and ACE in FY 2024, which allows third-party travel planning apps such as Google Maps and Transit App to consume industry-standard transit schedule and real-time train status data. In FY2025, the first phase of CalPIDS implementation should be complete at all Capitol Corridor stations and implementation planned or started at San Joaquins and ACE stations. Operating funding support for modern CalPIDS management and maintenance for both CCJPA and SJJPA is included in Table 9-1.

Link21 (New Transbay Rail Crossing)



BART and the CCJPA have been working together to develop the Link21 Program, which includes a new Transbay Rail Crossing between Oakland and San Francisco, along with other rail improvements design to benefit both BART and interregional (intercity and commuter) passengers. The Link21 program has the potential to transform rail travel in Northern California by making rail travel faster, more frequent, more reliable, and a more viable mode of transportation for people in the Northern California Megaregion. Previous studies have identified the need for a new Transbay Rail crossing, including the Core Capacity Study for the Transbay Corridor (Metropolitan Transportation Commission [MTC]), the Horizon Crossings Study (MTC), the New Transbay Rail Crossing (Bay Area Council Economic Institute), and the 2018 and Draft 2024 California State Rail Plan (Caltrans).

CalSTA has supported the Link21 program development since FY 2019-20 with \$1.5 million annually, funded through CCJPA’s ABP annual allocation for Link21. As shown in Table 9-1, CCJPA is requesting an annual supplemental allocation amount of \$1.5 million per year for FY 2024-25 & FY 2025-26 for the purposes of supporting dedicated full-time staff positions and providing financial resources for project planning and implementation strategies.

California Integrated Travel Program (Cal-ITP)

As described in Section 4 under Service Amenity Improvements, CCJPA serves as the fiscal sponsor for a CalSTA- and Caltrans-led, multi-agency initiative to research, develop, and implement an Integrated Travel Program (Cal-ITP) that will enable California residents and visitors to plan and pay for travel across multiple modes of transportation, including buses, metro, light and intercity rail, paratransit, bike hire, and ride-hailing services in California. While CCJPA will continue to work with the State to support this effort, we are also working with CalSTA and Caltrans DRMT to explore governance options so that the fiscal oversight of Cal-ITP can eventually be handed off from CCJPA. We anticipate the need for support through FY 2024-25; however, into FY 2025-26, CalSTA and Caltrans have objectives to incorporate all Cal-ITP elements into State agency programs. Based on our experience, we recognize that these transitions are complicated, and the staff is already overburdened with competing duties. Thus, out of caution, CCJPA will submit a request for FY 2025-26, along with the expected request for FY 2024-25 to carry Cal-ITP forward to an eventual handoff to the State of California.

The MVP or pilot test for the CA IPR system commenced for the Capitol Corridor service in March 2023. While it builds on other MVP efforts for buses and light rail transit, the passenger rail operating environment presents unique challenges to overcome for both operations and the banking system, and newly to CCJPA – a customer service hosting requirement. Programmatic enhancements and infrastructure are required so that CCJPA can transition as many customers as feasible and practical to the contactless payments mode over time, replacing the longstanding ticket system currently in place. Additionally, CCJPA will need to investigate other complimentary payment modes, such as mobile ticketing, to handle the plethora of customer needs as a complement to contactless payment methods. We anticipate a focus on a complimentary mobile ticketing mode might commence in FY 2025-26, and will seek other grant funding, an ABP allocation or wrap this into the overall Cal-ITP program in the future.

The funding request to support Cal-ITP is detailed in Table 9-1 and includes support for the following elements related to CCJPA’s contactless payment pilot program, Tap2Ride:

- Service monitoring of all Cal-ITP elements on the train, including chain and status of contactless EMV readers and the backend GPS, EMV reader status, and forwarded payment processing data. All of this is based on using the on-train Wi-Fi system as the communication system of record.
- Development of a mobile app to support customer service, ticketing, account management, notifications, loyalty, and other customer needs. Scaling of a Customer Care Center to support the Tap2Ride MVP phases and beyond with an evolving “walk-before-you-run” approach, combining staff and outside procured customer service support. This focus is expected in FY 2024-25 as the program expands to more trains and passengers in Phase 2, with the possibility of further phases before the full open launch of contactless payments, anticipated in FY 2025-26.
- Software development to support financial and performance data integration for reporting, audit, and reconciliation purposes is scheduled for FY 2025-26.

California Intercity Passenger Rail (CA IPR) Support Supplemental Allocations Requested by San Joaquins Joint Powers Authority (SJJPA) on Behalf of CCJPA

Northern California Rail Fleet Maintenance

As described in Section 7, CCJPA will enter into a joint services agreement with SJJPA for the maintenance of the Northern California rail fleet through its third-party maintainer. This transition will allow both Capitol Corridor and San Joaquins services adhere to higher quality maintenance standards and be more agile with overhaul projects. The expectation is that CCJPA will transition to the new third-party maintainer from Amtrak at the beginning of FY 2024-25.

As a result of this change, there will be a reduction in Amtrak operating costs for equipment maintenance, and CCJPA’s funding requirement for Amtrak Operations will be reduced. This reduction in costs under the Amtrak Operations funding request has not yet been reflected in the funding request as of this writing because it is still under analysis; however, it will be finalized prior to submission to the CalSTA.

Given that SJJPA will hold the new maintenance contract for equipment used in the Capitol Corridor service, SJJPA will request funding on behalf of Capitol Corridor for equipment maintenance costs in its FY 2024-25 and FY 2025-26 ABP funding request.

Table 9-1

CCJPA FY 2024-25 & FY 2025-26 DRAFT FUNDING REQUIREMENT & SUPPLEMENTAL ALLOCATIONS			
Capitol Corridor Service	AUTHORIZED	REQUESTED	REQUESTED
	¹ FY 2023-24 Budget <i>Reduced Service</i>	² FY 2024-25 Budget <i>Pre-Pandemic Service</i>	FY 2025-26 Budget <i>Pre-pandemic Service</i>
TRAIN SERVICE BY ROUTE			
Sacramento-Oakland			
Weekday	22 / 30	30	30
Weekend	22	22	22
Oakland-San Jose			
Weekday	14	14	14
Weekend	14	14	14
Sacramento-Roseville	2	2	2
Roseville-Auburn	2	2	2
RIDERSHIP	1,185,500	1,135,542	1,224,399
FUNDING REQUEST			
Operating			
³ Amtrak Operating Expenses	\$ 62,807,936	\$ 56,659,336	\$ 54,023,092
Amtrak Operating Revenue	\$ (25,641,038)	\$ (29,911,618)	\$ (32,252,216)
Operating - Amtrak (Expenses less revenue)	\$ 37,166,898	\$ 26,747,718	\$ 21,770,876
⁴ Train Equipment Maintenance	\$ -	\$ 12,646,693	\$ 16,143,955
⁵ Direct Operations	\$ 575,011	\$ 831,258	\$ 994,463
Information Customer Support Services	\$ 1,467,373	\$ 1,526,068	\$ 1,587,111
CCJPA Administrative Management			
Administration	\$ 4,000,194	\$ 4,160,201	\$ 4,326,609
Marketing	\$ 1,683,970	\$ 1,683,970	\$ 1,683,970
⁶ TOTAL CCJPA Admin & Operating Allocation	\$ 44,893,446	\$ 34,949,215	\$ 30,363,029
CCJPA SUPPLEMENTAL ALLOCATION			
Minor Capital	\$ 500,000	\$ 500,000	\$ 500,000
Capitalized Maintenance	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
TOTAL CCJPA Supplemental Allocation	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000
⁷ CA INTERCITY PASSENGER RAIL (IPR) SUPPORT SUPPLEMENTAL ALLOCATION			
Northern California Onboard Wi-Fi	\$ 2,735,601	\$ 3,074,776	\$ 2,009,399
Link21 (New Transbay Rail Crossing)	\$ 1,500,000	\$ 1,500,000	\$ 1,500,000
California Integrated Travel Program (CalITP)	\$ 9,149,000	\$ 7,000,000	\$ 7,000,000
Passenger Information Display System Support	\$ 633,295	\$ 2,031,945	\$ 1,394,128
TOTAL CA IPR Supplemental Allocation	\$ 14,017,896	\$ 13,606,721	\$ 11,903,527
⁸ Total Funding Request	\$ 60,411,342	\$ 50,055,936	\$ 43,766,556

Table 9-1 Funding Request Footnotes

1. Train Service forecast for FY 2023 assumes restoration to pre-pandemic levels of 30 weekday/22 weekend in the first quarter of FY 2023-24. Operating current reduced level of service of 22 weekday/18 weekend trains as of October 1, 2023.
2. Forecasts for Amtrak Operations in FY 2023 is based on the Cost Optimization Strategic Initiative (COSI) model outputs developed by California Department of Transportation (Caltrans) Division of Rail and Mass Transit (DRMT) along with the California Intercity Passenger Rail Joint Powers Authorities, including CCJPA.
3. Amtrak Operating Expenses for FY 2025 & FY 2026 were developed using the recently revised Passenger Rail Investment and Improvement Act (PRIIA) Section 209 Costing Methodology and COSI 2.0 which was modified to account for revisions in the Section 209 Costing Methodology. FY 2025 & FY 2026 Amtrak estimates do not include train equipment maintenance which will be provided by a new maintainer.
4. Funding for the maintenance of the equipment to operate the Capitol Corridor service is transitioning from Amtrak to another maintainer. The new equipment maintenance contract has been procured by San Joaquin Joint Powers Authority (SJJPA) who will pay for the costs on behalf of the Northern California Fleet, for which funding will be requested by SJJPA on behalf of CCJPA in its Annual Business Plan process.
5. Direct Operations captures operating expenses that were formerly included in the Amtrak Operating contract, as well as other direct operating expenses, such as bus partnerships, station contracts, transit transfers, rail safety, and system monitoring.
6. Total CCJPA Funding needed for Operations and Administration does not include the Train Equipment Maintenance budget which is being requested on behalf of CCJPA by SJJPA.
7. CA Intercity Passenger Rail (IPR) Support Supplemental Allocation is funding to support CCJPA-led projects that benefit the three California IPRs including the Capitol Corridor, the San Joaquins, and the Pacific Surfliner.
8. Total CCJPA Funding Requirement does not include the Train Equipment Maintenance budget which is being requested on behalf of CCJPA by SJJPA.

10. Separation of Funding

As identified in the Joint Exercise of Powers Agreement (JEPA) for the CCJPA, the Controller-Treasurer of the Managing Agency of the CCJPA will perform the functions of Treasurer, Auditor, and Controller. The prior agreement between the San Francisco Bay Area Rapid Transit District (BART) and CCJPA, wherein BART serves as the CCJPA's Managing Agency, was first renewed in February 2005 for a five-year term through February 2010. Subsequently, it was renewed for another five years for the period of February 2010 through February 2015. These five-year terms are consistent with AB 1717, enacted in September 2003, which allows the CCJPA Board five years to monitor BART's performance as the Managing Agency. In November 2019, the CCJPA Board approved a five-year term with BART for the period of February 20, 2020 through February 19, 2025. This action was supported by BART's Board in December 2019.

As identified in the ITA, the State performs audits and reviews of CCJPA's service-related financial statements. In addition, the CCJPA requires that the Controller-Treasurer provides an annual independent audit of the CCJPA's accounts within six months of the close of the State fiscal year. BART has established appropriate accounting and financial procedures to ensure that funds secured by the CCJPA during FY 2024-25 and FY 2025-26 to support the Capitol Corridor are solely expended to operate, administer, and market the service.

11. Consideration of Other Service Expansions and Enhancements

This section presents service expansion and enhancement opportunities beyond the CCJPA's FY 2024-25 and FY 2025-26 service plans and funding requirements. Planning for potential new services will require securing capital improvements, additional operating funds, and institutional agreements. The CCJPA CIP is fully aligned with the goals of the 2018 State Rail Plan, which includes integration of rail services (high-speed rail, intercity and regional rail, and integrated express buses) and the development of multimodal connection points across the State that allows for convenient and timed transfers between different transit services and modes.

The 2018 State Rail Plan, developed by CalSTA and Caltrans DRMT, envisions a larger-scale passenger and freight rail network in California. The Plan incorporates not only the IPR services but also the planning efforts for the California High-Speed Rail system. The leadership demonstrated by CalSTA, as expressed through the 2018 State Rail Plan, is advancing the concepts of State rail planning and has influenced the funding awards CCJPA has received from Cap and Trade, as well as under SB1.

Megaregional Rail Planning & Vision Plan Update

In November 2014, the CCJPA Board adopted the Vision Plan Update, and in November 2016, it adopted the Vision Implementation Plan that directed the CCJPA to plan the future of Capitol Corridor service within a larger Northern California megaregional context. This endeavor includes exploring cross-bay connections in the San Francisco Bay Area and connections with passenger rail services in the San Joaquin Valley. In 2018, the State adopted a State Rail Plan that supported actions within the CCJPA Vision Implementation Plan and encouraged cooperation among Northern California rail providers within a Northern California Megaregional context.

The long-term vision for the Capitol Corridor fundamentally involves developing the service where frequency is not limited by existing host railroad agreements, currently capped at 15 roundtrips between Sacramento and Oakland. Instead, the vision is for a service with 15-minute frequencies during peak hours, and one where higher-speed service (up to potentially 150 mph – electrified service) is permitted. This vision was first examined at a high level in the Vision Plan Update where core concepts were studied, and several viable alignment alternatives were moved forward to the next step. The next step, the Vision Implementation Plan, eliminated alternatives to one alignment via a phased and detailed engineering and operations level analysis. By identifying a path to a railroad corridor under public control, the implications for layering intercity, commuter, and even high-speed rail are all viable potential outcomes consistent with the objectives of the 2018 State Rail Plan.

Now that CCJPA has been officially identified as part of the Federal support for corridor planning through the Corridor ID Program, in conjunction with Caltrans, the CCJPA anticipates that the Corridor ID program will be able to build from and beyond the Vision Plan with far greater analysis and robust analysis that was possible given the Vision Plan budgets. By award definition, this will also include, of course, the existing Capitol Corridor route but will also expand to consider new markets passing through communities into Reno, Nevada, and California communities leading to Novato and Salinas. The level of resources allocated to all existing and new Northern California geographies will provide the resources necessary for Corridor ID to conduct in-depth analysis of markets, changing travel patterns, engineering feasibility, environmental impacts, and operating potential. This analysis will be crucial in developing a capital investment and operating plan strategy that can sustain Capitol Corridor's service improvement plans for the next twenty years.

Link21 (New Transbay Rail Crossing)

CCJPA is working with BART on the planning of a New Transbay Rail Crossing – an opportunity for a passenger rail crossing between Oakland and San Francisco. This approach aligns with the Core Capacity Study needs identified in the Metropolitan Transportation Commission (MTC)-led study and with the CCJPA Board's direction to study a conventional rail crossing in support of an expanded rail network as described in the 2022 State Rail Plan. The context of the 21-county Northern California Megaregion is the backdrop for the planned incremental program development steps for this megaproject.

CCJPA is supporting the planning and program management of this project with annual CA IPR supplemental allocations provided by CalSTA to CCJPA. CCJPA will participate in program oversight, outreach, planning, environmental and design efforts, ROW, and, finally, construction efforts that are aimed at project delivery over the next 15 to 20 years. The next milestone will be in 2024 when the project to be environmentally cleared is defined.

Rail Service Expansion Planning

Most recently revised in February 2019, the CCJPA’s Train Station Policy supports future extensions to new markets beyond the Capitol Corridor or new locations within the existing route. This policy encourages partnerships between several passenger rail services and local and regional transportation agencies. The updated CCJPA Train Station Policy presents an improved process to consider new station viability, benefit, and integration into the Capitol Corridor route. It clarifies the process of establishing a potential new station and of developing the funding program to support the development of new stations along the route. On February 12, 2020, the CCJPA Board approved a candidate station status to the City of Hercules, pursuant to the new Train Station Policy. The City of Hercules will continue to pursue funding for station development and travel time mitigation.



APPENDICES

Appendix A

Historical Service Statistics

Fiscal Year	Daily Trains	Total Ridership	% Change Prior Year	Riders Per Day	Revenue	% Change Prior Year	Operating Expenses	% Change Prior Year	Farebox Ratio	State Funding Requirement
SFY 91/92 (a)	6	173,672	--	864	\$1,973,255	--	\$4,848,967	--	40.7%	\$1,592,907
SFY 92/93	6	238,785	--	650	\$2,970,103	--	\$8,333,093	--	35.6%	\$6,712,017
SFY 93/94	6	364,070	52.5%	1,000	\$3,598,978	21.2%	\$9,911,735	18.9%	36.3%	\$6,714,761
SFY 94/95	6	349,056	-4.1%	960	\$3,757,146	4.4%	\$9,679,401	-2.3%	38.8%	\$6,012,315
SFY 95/96 (b)	8	403,050	15.5%	1,100	\$4,805,072	27.9%	\$11,077,485	14.4%	43.4%	\$6,434,940
SFY 96/97	8	496,586	23.2%	1,360	\$5,938,072	23.6%	\$20,510,936	85.2%	29.0%	\$9,701,519
FFY 97/98 (c)	8	462,480	-6.9%	1,270	\$6,245,105	5.2%	\$20,527,997	0.1%	30.4%	\$11,404,143
FFY 98/99 (d)	10/12	543,323	17.5%	1,490	\$7,314,165	17.1%	\$23,453,325	14.3%	31.2%	\$16,022,024
FFY 99/00 (e)	12/14	767,749	41.3%	2,100	\$9,115,611	24.6%	\$25,672,749	9.5%	35.7%	\$16,440,540
FFY 00/01 (f)	14/18	1,073,419	39.8%	2,941	\$11,675,117	28.1%	\$28,696,741	11.8%	40.7%	\$17,680,477
FFY 01/02	18	1,079,779	0.6%	2,960	\$12,201,602	4.5%	\$32,842,038	14.4%	37.2%	\$20,590,919
FFY 02/03 (g)	18/20/22/24	1,142,958	5.9%	3,130	\$12,800,469	4.9%	\$36,469,383	11.0%	38.1%	\$21,540,910
FFY 03/04	24	1,165,334	2.0%	3,190	\$13,168,373	2.9%	\$35,579,266	-2.4%	37%	\$22,708,181
FFY 04/05	24	1,260,249	8.1%	3,450	\$15,148,333	15.0%	\$35,110,571	-1.3%	43%	\$19,962,238
FFY 05/06 (h)	24/32	1,273,088	1.0%	3,490	\$16,014,636	5.7%	\$35,147,033	0.1%	46%	\$19,132,397
FFY 06/07	32	1,450,069	13.9%	3,970	\$19,480,992	21.6%	\$40,533,332	15.3%	48%	\$21,052,340
FFY 07/08	32	1,693,580	16.8%	4,640	\$23,822,862	22.3%	\$43,119,290	6.4%	55%	\$22,265,039
FFY 08/09	32	1,599,625	-5.5%	4,383	\$23,505,602	-1.3%	\$50,159,032	16.3%	47%	\$25,113,642
FFY 09/10	32	1,580,619	-1.2%	4,330	\$24,372,185	3.7%	\$52,843,973	5.4%	46%	\$27,499,149
FFY 10/11	32	1,708,618	8.1%	4,681	\$27,176,573	11.5%	\$56,699,385	7.3%	48%	\$29,158,222
FFY 11/12 (i)	32/30	1,746,397	2.2%	4,785	\$29,200,000	7.4%	\$59,035,857	4.1%	49%	\$29,606,390
FFY 12/13	30	1,701,185	-2.6%	4,661	\$29,186,617	-0.05%	\$60,472,128	2.4%	48%	\$29,110,318
FFY 13/14 (j)	30	1,419,084	-16.6%	3,888	\$29,177,880	-0.03%	\$58,063,314	-4.0%	50%	\$28,421,000
FFY 14/15	30	1,474,873	3.9%	4,041	\$30,092,694	3.1%	\$57,586,946	-0.8%	52%	\$32,595,784
FFY 15/16	30	1,560,814	5.8%	4,276	\$32,187,647	7.0%	\$57,135,316	-0.8%	56%	\$31,745,660
FFY 16/17	30	1,607,277	3.0%	4,403	\$33,968,835	5.5%	\$58,010,359	1.5%	59%	\$31,729,519
FFY 17/18	30	1,706,849	6.2%	4,676	\$36,305,769	6.9%	\$61,221,333	5.5%	59%	\$31,000,000
FFY 18/19	30	1,777,136	4.1%	4,869	\$38,109,114	5.0%	\$62,492,832	2.1%	61%	\$28,689,495
FFY 19/20 (k)	30/10/16	898,007	-47.4%	2,460	\$20,364,433	-43.9%	\$48,856,227	-20.2%	42%	\$28,174,000
FFY 20/21 (l)	22/18	354,373	-80.1%	971	\$8,869,808	-76.7%	\$42,055,480	-32.7%	21%	\$25,385,000
FFY 21/22 (m)	22/18	705,365	99.0%	1,933	\$17,795,622	100.6%	\$50,983,505	21.2%	35%	\$33,187,883
FFY 22/23*	22/18	921,105	30.6%	2,524	\$23,920,166	34.4%	\$59,717,390	17.1%	40%	\$35,797,224

SFY = State Fiscal Year (July 1- June 30)

FFY = Federal Fiscal Year (October 1 -September 30)

a. Statistics available for partial year only because service began in December 1991.

b. Increase to 8 trains began in April 1996.

c. Statistics presented for FFY 97/98 and each subsequent FFY to conform with Performance Standards developed by BT&H.

d. 10 trains began on October 25, 1998 and 12 trains began on February 21, 1999.

e. 14 trains began on February 28, 2000 .

f. 18 trains began on April 29, 2001.

g. 20 trains began on October 27, 2002; increase to 22 trains began on January 6, 2003; increase to 24 trains began on April 28, 2003.

h. 32 trains began on August 26, 2006 (with increase to 14 daily trains to/from San Jose).

i. 30 trains began on August 13, 2012 (service optimization with re-opening of the Sacramento Valley Station platform).

j. Starting in FY 2014 Amtrak adjusted ridership reports to account for the actual tickets lifted via the scanning of tickets by the conductors, which results in ridership forecasts and reports that are 15%-20% below previous forecasts and reports. Previously, multiride tickets were not directly logged into the system but the passenger counts for multiride tickets were estimated based on assumed inflated usage. Prior year % change is made using adjusted FY 12/13 ridership.

k. Due to the COVID-19 global pandemic, train service was reduced to 16 weekday/10 weekend trains. \$8.5 m in federal CARES Act funding helped to offset State Costs and supplement revenue loss due to the drastic decline in ridership.

l. In response to slow recovery from the COVID-19 global pandemic, train service was increased to 22 weekday/18 weekend trains. \$13.5 m in federal CRRSA funding and \$13.5 m in federal ARPA funding helped to offset State Costs and supplement revenue loss due to the decline in ridership.

m. Operating costs were offset by federal COVID relief ARPA funding in the amount of \$4.3 m.

*Numbers are an estimate until we receive Amtrak's Final Reconciliation for FY23.

Appendix B

CCJPA Capital Projects					
Name	Description	Status	Funding Sources*	Secured Funds	Project Cost
Agnew Siding	Design and construct 2,000' siding in the vicinity of the Santa Clara Great America Station	Pre-construction	<i>SRA, Prop 1A</i>	\$ 3,816,552	\$ 11,647,620
CCJPA Station Improvements	Station improvement projects for improved passenger comfort, safety, state-of-good-repair, and Americans with Disability Act (ADA) accessibility at Capitol Corridor stations.	Ongoing	<i>SRA</i>	\$ 1,500,000	\$ 1,500,000
Davis Station Signal Improvements	Improve the railroad signal system and replace track crossovers at Davis station to improve reliability and lifespan of the railroad infrastructure.	Pre-construction	<i>Amtrak, PTA, SRA, UPRR</i>	\$ 11,516,838	\$ 13,880,000
Grade Separation and Safety	Promote safety improvements to existing grade crossings, promote grade separations, and promote grade crossing closures along the Capitol Corridor route in partnership with local agencies.	Ongoing	<i>SRA</i>	\$ 1,650,000	\$ 1,650,000
Infrastructure Reliability	Capital investment to keep these bridges and structures in serviceable and safe condition.	Ongoing	<i>SRA</i>	\$ 4,200,000	\$ 4,200,000
Sacramento to Roseville Third Main Track Phase I	Construct first phase of third main track and layover facility improvements in order to increase service frequency between Sacramento and Roseville.	Final Design	<i>Prop 1A, Prop 1B, SRA, TIRCP, ITIP</i>	\$ 213,990,000	\$ 228,990,000
Santa Clara Crossover	Improve train operations through the installation of a new crossover on the Coast Subdivision by allowing passenger train meets north of Santa Clara University Station.	Design	<i>Capitalized Maintenance</i>	\$ 300,000	\$ 5,000,000
South Bay Connect	Environmental, design, and construction to relocate Capitol Corridor service between Oakland Coliseum and Newark from Niles Subdivision to Coast Subdivision, which will decrease travel time between Oakland and San Jose and to improve connections to SF Peninsula.	Environmental/ Preliminary Engineering	<i>Measure BB, RM3, SRA, STIP, TIRCP</i>	\$ 183,100,000	\$ 731,799,465
SR84 Intermodal Bus Facility	New bus facility on SR84 connecting to the proposed Ardenwood Station on South Bay Connect, reducing travel time for transbay buses and shuttles.	Design	<i>TIRCP</i>	\$ 8,100,000	\$ 42,420,000
Stege Signal Improvements	Improvements to the railroad signal system in the vicinity of Richmond station which will result in improved reliability and better on-time performance.	Pre-construction	<i>PTA, SRA, UPRR</i>	\$ 6,490,000	\$ 6,590,000
Strategic Operations Enhancements	To explore opportunities to more efficiently deliver elements of service provide on the corridor.	Ongoing	<i>SRA</i>	\$ 666,666	\$ 666,666
Tap2Ride Contactless Payment Pilot	Payment hardware to support roll-out of contactless fare payments under CalITP	MVP Implementation	<i>CCJPA Operating</i>	\$ 2,500,000	\$ 2,500,000
Total				\$ 437,830,056	\$ 1,050,843,751

* Funding sources in italics require additional action to program

CCJPA Ongoing (Annual) Projects					
Name	Description	Status	Funding Sources	FY23-24 Funds	FY23-24 Project Cost
Capitalized Maintenance	Track maintenance for State of Good Repair Program to maximize on-time performance	Ongoing	Capitalized Maintenance	\$ 1,000,000	\$ 1,000,000
On-Board WiFi for Northern California Fleet	Upgrade, provide, and manage On-Board Wifi for the Northern California Fleet	Ongoing	CCJPA Operating	\$ 2,735,601	\$ 2,735,601
Right of Way Safety and Security	ROW clean-up including vegetation removal, clean-up and encampment relocation (three-	Ongoing	SRA	\$ 2,028,786	\$ 2,028,786
UPRR Special Agents	Special Agents will be responsible for reporting to incidents along the Capitol Corridor route and providing improved safety and security services.	Ongoing	SRA	\$ 500,000	\$ 500,000
Total				\$ 6,264,387	\$ 6,264,387

CCJPA-Led Projects Supporting the California Intercity Rail Services and Partners					
Name	Description	Status	Funding Sources*	Secured Funds	Project Cost
California Integrated Travel Program (Cal ITP)	Develop a governance structure and approach for a system that allows for seamless statewide travel and fare purchase across multiple agencies and modes	MVP Design	TIRCP, PTA, CARB, CDT	\$ 43,233,500	\$ 43,233,500
California Passenger Information Display System (CalPIDS) Modernization	Design, test, and implement an improved passenger train arrival/alerts system all communication channels including station hardware, servers, data, and software.	Design	SRA, CCJPA Operating	\$ 5,349,248	\$ 11,010,438
Link21 (New Transbay Rail Crossing)	Planning and implementation strategies for a new Transbay Rail Crossing. Funded annually through the Annual Business Plan and + TIRCP Program 22-23.	Ongoing	TIRCP, CalSTA Link21	\$ 12,776,000	\$ 12,776,000
Network Integration	Support for Link21 and initial Carquinez Strait Crossing Study.	Ongoing	TIRCP	\$ 2,000,000	\$ 2,000,000
Sacramento Valley Station Transit Center	Pass through grant to the City of Sacramento for a public portion of funding for the North Entrance project for Sacramento Valley Station.	Pass Through	TIRCP	\$ 3,194,000	\$ 3,194,000
Total				\$ 66,552,748	\$ 72,213,938



CCJPA Annual Business Plan FY2024-25 and FY2025-26 Public Comments and Staff Responses

January 23, 2024, through January 26, 2024

<u>VIRTUAL WORKSHOP #1: Thursday, January 25, 2024</u>	
1.	<p>Q. Can rail goods offer ugly Capitol Corridor sweaters? BART has them.</p> <p>A. We don't have these yet, but certainly concur that the BART sweaters bring a new level of creativity.</p>
2.	<p>Q. Can we get some Capitol Corridor merch in the Rail Museum near the station?</p> <p>A. We will look into it to see if it's a possibility as we get more rail goods.</p>
3.	<p>Q. (4) Proposing additional 1-2 train time slots at 6-9AM from Sacramento to Oakland and 1-2 train time slots at 3-5 PM from Oakland going to Sacramento. It really affects service quality for those commuting from the East Bay. Thank you.</p> <p>A. Your responses have been noted and the schedule is being evaluated with those responses in mind.</p>
4.	<p>Q. (2) Is there a plan for a future Hercules Station?</p> <p>A. Yes, Hercules is in the design phase and trying to obtain grants for further development, however we are working to support them and working with Union Pacific on accommodating the station.</p>
5.	<p>Q. I have a clarification question regarding the chapter that discusses restoration of service. Is fiscal year defined as July to June or as October to September? It really wasn't clear when reading the online document within that chapter of the draft business plan.</p> <p>A. This is the state fiscal year, so it is from July to June. The federal fiscal year runs from October to September.</p>

<p>6.</p>	<p>Q. I would like to see more multi-ride ticket options between the 10-ride and the monthly ticket. I like multi-ride tickets because it is convenient and saves me money, and I think another option could attract more riders.</p> <p>A. Thank you for your comment. Currently the fare offerings from Amtrak do not offer much flexibility but we are looking into other offerings via our Tap2Ride contactless payment program. Follow our updates online or at board meetings as we work to expand our Tap2Ride pilot program.</p>
<p>7.</p>	<p>Q. Will the Link 21 project include a second BART tube or a Capitol Corridor tube?</p> <p>A. We expect a decision in 2024 as to whether the tube will use BART gauge or standard gauge rail (like Capital Corridor).</p>
<p>8.</p>	<p>Q. (2) It MUST be possible to know when boats are coming across Carquinez. This information is literally publicly available on AIS websites. They are so slow. Order them to slow/speed up to avoid our schedules or alter our own.</p> <p>A. Maritime Law gives boats the priority for navigation. However, we do work for the bar pilots, Amtrak, and Union Pacific to mitigate delays caused by the Carquinez Bridge.</p>
<p>9.</p>	<p>Q. Will the ETA signs be similar to Caltrain's? Or more like what is currently installed for Capitol Corridor?</p> <p>A. We don't know yet, but the signs will be modernized.</p>
<p>10.</p>	<p>Q. (2) Argue strongly for a large share of the a) the funding from any tolls across the potential Yolo Causeway toll and/or b) argue that funding should just go straight to Capitol Corridor improvements/subsidies to move motorists out of their cars and onto trains.</p> <p>A. We encourage you to advocate for our service to your local lawmakers.</p>

<p>11.</p>	<p>Q. Riding conditions. Do not put “red knob” “new” as sleeper car. The PA system ding before talking happens and you can't sleep. Some conductors at 521/423 will not make announcements until Martinez which is great for napping. Other will talk all the way through and on top of that talk about Cafe car like we don't know it's there. Let us sleep in the quite car. Stop reminding people to move bags over PA system. It's unnecessary, the bags and jackets aren't stopping people from sitting down. Unless you see 2 tickets at normal seats or 4 at bushel seats it's open.</p> <p>A. Amtrak Staff is required to make announcements over the PA but we will relay this message to minimize announcements during early morning times when riders in the quiet cars are resting.</p>
<p>12.</p>	<p>Q. (2) I know you intend to improve Wi-Fi. I consider this critical as being able to work effectively is a huge advantage.</p> <p>A. We have made improvements over the years to the Wi-Fi system and we will continue to make efforts to improve our service.</p>
<p><u>VIRTUAL WORKSHOP #2: Friday, January 26, 2024</u></p>	
<p>13.</p>	<p>Q. We already pre-announce stops. Please do so more energetically and measure how long “extraneous dwell” times are. I.e., how quickly can we get everyone on/off and how long are we waiting needlessly. Reduce it wherever possible and make the schedule faster. We should have a target for maximum dwell and then we should improve it by 25%.0mph really drags down an average speed.</p> <p>A. We are working on a schedule update to be effective in 2025 and constantly evaluate dwell times to identify opportunities to make improvements. Dwell times must also account for ADA riders and that could explain what might feel to some riders a longer dwell time. These are generally set at two minutes at each station.</p>
<p>14.</p>	<p>Q. Consider giving people with monthly passes a premium area/experience. These people are your best customers and are willing to pay to support you. Giving them a) better seating b) faster Wi-Fi codes c) discounts to bring friends/family on weekends d) guaranteed parking/or free shuttle rides e) access to Cafe resources to perhaps heat their own meals or access to hot water or other beverages etc.</p> <p>A. We aim to offer some of these amenities, such as discounts for friends/family, through future ticketing/loyalty programs specific to Capitol Corridor. That said, Capitol Corridor aims to deliver a high-quality ride experience to all customers, whether it is their first ride or their hundredth ride.</p>

<p>15.</p>	<p>Q. Regarding marketing and communications. How many remember the marketing and promotions that existed when the Raiders were in Oakland before the pandemic? I do. Could that be something that Capitol Corridor and the 49ers enter into for the 2024 regular season? Something to think about and consider. Thank you.</p> <p>A. Yes, we will be looking into discussing a more formal partnership with Levi's Stadium in the coming months.</p>
<p>16.</p>	<p>Q. Can we get the same kind of anime marketing BART has been doing in recent times?</p> <p>A. Thanks for the suggestion. We are updating our Cappy character and are looking into adding other characters.</p>
<p>17.</p>	<p>Q. Can the Capitol Corridor do more outreach for people with disabilities and for to do work or volunteer for Capitol Corridor?</p> <p>A. We recognize that more work can be done for people with disabilities and we will evaluate the possibility of having volunteers at stations. If you have any specific suggestions, we welcome your ideas</p>
<p>18.</p>	<p>Q. Can you guys provide train service for the public to go see the Union Pacific Big Boy engine in Roseville?</p> <p>A. Unfortunately, we currently only have a single round trip up to Roseville. There are also bus connections to our Sacramento trains that could work depending on the times of the event.</p>
<p>19.</p>	<p>Q. Consider some services for skip stop. For example. For the rush hour where you might run 2 trains in an hour. Consider running 3 as you ramp up services but take one train for “express” and skip services with low usage.</p> <p>A. Thank you for your comment. Long-term our goal is to continue to add service to the system. Given the current service levels, we have avoided skip stops to date. Adding service requires that we work with the railroad right-of-way owner, Union Pacific.</p>
<p>20.</p>	<p>Q. Will you guys do some special trains for the Union Pacific Big Boy Steam that is coming to Roseville this year?</p> <p>A. Thank you for your comment, aside from our normal train and bus schedule, we do not have plans to run special service to Roseville this year.</p>
<p>21.</p>	<p>Q. For the trains to go to Roseville can there be a morning train from San Jose to Roseville at 8am or 9am?</p> <p>A. We currently only have 1 round trip for that region, but with the Sacramento to Roseville 3rd track project we will be able to run two more round trips daily. The</p>

<p>22.</p>	<p>Q. For routes that only go to Oakland, where is the layover?</p> <p>A. We either turn our equipment around at Oakland station or the maintenance facility. We also have a layover at San Jose Diridon station and we layover equipment at Sacramento station, and at Roseville.</p>
<p>23.</p>	<p>Q. Can there be a train coming back from San Jose to Fremont at 1 pm or 1:30pm?</p> <p>A. We are currently reviewing our schedule and equipment capabilities to at least bring back the mid-day train that services San Jose.</p>
<p>24.</p>	<p>Q. I am a train enthusiast who loves trains and one day like for me to work with you guys to become an engineer or conductor but for now I would like to suggest new stations for the Capitol Corridor can there be a possibility for you guys to do a Union City Amtrak station by BART , are there any plans for a Hercules station on the UP and a Niles station to serve Niles CA also I would like for a later Capitol Corridor train coming from San Jose around noon or 1pm instead of a 3:30 train back to Fremont. Thank you have a good day.</p> <p>A. New stations are from time to time evaluated by individual cities and communities. There are specific mitigation and capital improvements they require to not negatively affect the existing train service. This is currently the case for a potential Hercules Station. No plans for a Union city BART station currently. We are working to improve our schedule and we can take a look at the afternoon arrivals/departures in San Jose.</p>
<p>25.</p>	<p>Q. Consider a) adding an ADA ramp for speedy access of disabled individuals + people w heavy e-bike/mobility devices. These could merely be ramps that deploy downward like platform extensions work on Brightline and/or B) retrofit an Amtrak baggage car for this purpose to allow quick movement of bikes/wheelchairs. Add an electric motor and batteries to aid in stopping/starting more quickly to reduce dwell delay.</p> <p>A. Devising a ramp system as mentioned in the comment while still respecting the clearance requirements of the railroad owner (Union Pacific) is challenging. The State of California (owner of the equipment used by Capitol Corridor) has determined that the current wheelchair lift system is the most practical and fastest to operate amongst the various options available. Note that the Brightline service operates on a different host railroad, and is subject to differing clearance requirements, so the same system would not necessarily work on the Capitol Corridor route. Also note that according to the Americans with Disabilities Act law, people of all mobilities must be accommodated on every car of the train, so assigning one car for wheelchair use would not meet the spirit of that law. Currently, the State is studying various options to achieve zero emission transportation for State supported intercity passenger rail routes. This will result in replacement of some, or all of the equipment currently used by Capitol Corridor, and whatever system is chosen for the new equipment will almost certainly involve electric motors and batteries.</p>

<p>26.</p>	<p>Q. I live in Davis. I'd love improvements, including pedestrian access across the tracks. But we have a tunnel at Richard's not far away and we just built a ramp up to the overpass on Olive Dr. Please do not build an expensive overpass with elevators that will cost WAY TOO MUCH. Redesign the tunnel at Richards to kick out private cars and/or make an east side bike access. It's much simpler and not much further. The one improvement I would like in Davis, is to partner with the Yolo Beeline Uber clone they are promoting for everywhere in Yolo EXCEPT DAVIS, the one place that actually uses transit. The parking lot at Davis is small and more parking isn't the answer. If a commuter pass included a pick up/drop off from their home in Davis, it'd make commuting and car free living a lot more palatable. Also, it's totally crazy you don't have something like this + a shuttle to the Davis transit hubs (Silo and Memorial Union) with pulse timing to the trains.</p> <p>A. Thank you for your feedback and we are currently engaged in the Davis Station ADA improvements led by Amtrak. The current plan is to build and under pass that can better connect the Davis community and provide better access to pedestrians and bicyclists to the station. The redesigned station would include a center island platform to improve safety in the station. Follow our updates on our website as this project continues. I encourage you to share the shuttle idea to the City of Davis as that could be a great way for the city to connect to the station.</p>
<p>27.</p>	<p>Q. Is there a chance if guys can do a Union City station by Bart?</p> <p>A. Capitol Corridor did once explore the possibility of a Union City station, however, as of now there are no plans to do so. ACE Rail does have some interest in a station at Union City, but we cannot speak on behalf of ACE's efforts. We are currently working with the City of Hercules to plan a station. Any new station proposed must fit within the approved Capitol Corridor Station Policy.</p>
<p>28.</p>	<p>Q. What will happen to Hayward station?</p> <p>A. Hayward will no longer be served by Capitol Corridor as part of the shift to the Coast subdivision, however the station itself will remain and it will be serviced by ACE trains.</p>
<p>29.</p>	<p>Q. Is Hayward opposing the SBC?</p> <p>A. Hayward has raised concerns about this change and we will continue to work with the city to fully consider these concerns.</p>
<p>30.</p>	<p>Q. Is a San Leandro station feasible with SBC?</p> <p>A. It is feasible in the future, but it is not currently in the plans for South Bay Connect.</p>

<p>31.</p>	<p>Q. How about an Amtrak Capitol Corridor station to Colfax?</p> <p>A. Capitol Corridor did once service Colfax, however due to low ridership it was removed as a stop. We don't currently have any plans to restore the service to Colfax.</p>
<p>32.</p>	<p>Q. Explain what is a full train set?</p> <p>A. A full train set is a locomotive and 4 cars (2 coach car, 1 café car, 1 cab car). We are looking at adding some cars on the busy trains where we need the space similar to what we did back in 2019.</p>
<p>33.</p>	<p>Q. Does zero emissions = electrification?</p> <p>A. We are evaluating what those options are, but it unlikely to be electrification. At this point we believe hydrogen is a more likely approach.</p>
<p>34.</p>	<p>Q. Can you guys make a 10 car consist and what will happen to Amtrak Dash 8s locomotives?</p> <p>A. Unfortunately, the maximum consist we can have is 7 car consist due to station and siding restrictions. Amtrak Dash 8s will be retired.</p>
<p>35.</p>	<p>Q. Will the Venture cars be used for Capitol Corridor trains?</p> <p>A. We don't have any plans to use the Venture cars mainly due to the passenger and bike capacity.</p>
<p>36.</p>	<p>Q. Can you guys please not do hydrogen locomotives and just use another alternative locomotive like a Tier 4 locomotive?</p> <p>A. Hydrogen fuel cells appear to be the most likely at the moment, but we are working with our partners at CalTrans to evaluate the options.</p>
<p>37.</p>	<p>Q. Is there a possibility if any group from the disability public or any other community will get a chance to get a tour to see the Amtrak shops in Oakland?</p> <p>A. Unfortunately, the Amtrak Shop is not accessible to the public due to safety and security reasons, but you can reach out to Amtrak directly as they control access into the shop.</p>
<p>38.</p>	<p>Q. Will you guys get people with learning disabilities to work for the Capitol Corridor and to have trainers with them?</p> <p>A. Employment opportunities, when available, are open to all people. We encourage people to visit the BART website directly to see when opportunities are available.</p>
<p>39.</p>	<p>Q. When will the Capitol Corridor reach to Marysville that is on the valley sub and will there be new stations added?</p> <p>A. Unfortunately, there are no current plans to serve Marysville.</p>

<p>40.</p>	<p>Q. Will there be any extension to Salinas?</p> <p>A. There will be an extension to Salinas with the current expectation that it will be operated by Caltrain. In the future there is talk of funds and interest from the federal level to build out the capital plans for all states including California. As part of the Corridor ID federal program, we are looking into a possible extension of Capitol Corridor to Salinas.</p>
<p>41.</p>	<p>Q. (2) Is the Dumbarton Rail corridor still on for the Capital Corridor or trains to go through the bridge and into the Peninsula?</p> <p>A. No, it is not currently being considered for Capitol Corridor trains.</p>
<p>42.</p>	<p>Q. How much closer is Capitol Corridor and San Joaquin to a full agreement with AC Transit Line F to allow open ticketing to San Francisco? I hope soon so that the current expensive contract can end. The sooner the better.</p> <p>A. We currently have a connecting bus between Emeryville to San Francisco with a 3rd party contractor and the service price has increased since 2019. We are working with AC Transit to offer an open bus service from Emeryville to San Francisco, but time frame cannot be given at this time.</p>
<p><u>Onboard Workshop #1: Tuesday, January 23, 2024</u></p>	
<p>43.</p>	<p>Q. I was not notified of the recent bus fare increase on CC Rail and I was surprised and upset to see the increase when purchasing a ticket.</p> <p>A. The bus fare increase update was included in the December 2023 CC Rail Mail and was specific to the Emeryville to San Francisco connection. This is contracted service that has experienced a tremendous increase in cost over the past five years.</p>
<p>44.</p>	<p>Q. I found it intimidating to ride the train for the first time. I think it would be helpful for other people who feel the same way to watch a video on social media to see how to ride, how easy it is to ride, and to improve awareness of Capitol Corridor.</p> <p>A. We have a section on our website dedicated to First-Time Riders. This spring, in response to this issue, we have worked on a major update to this section and will be adding new how-to videos, on board posters, and other materials to help riders learn more about the service.</p>
<p>45.</p>	<p>Q. I would like a more accessible way to see my trains OTP to adjust my workday/travel routine. It would be nice if there was a grading system based on OTP (e.g. A, B, C...)</p> <p>A. Thank you for your suggestion and we will consider a grading system to display OTP information. In the past, we have used colored-coded bar charts, and we will take another look at this going forward.</p>

<p>46.</p>	<p>Q. You have the program where a friend can ride for free, but have you looked into riders riding for free on their first trip?</p> <p>A. We have attempted offering "Free Trial Rides" in various ways, but with the constraints of our current Amtrak ticketing system, it has been a challenge to offer a mechanism that allows for a free trip in a way that reduces transfer/overuse risk as</p>
<p>47.</p>	<p>Q. I've seen the BART sweaters and gear available for sale. Where is my Capitol Corridor sweater and gear?</p> <p>A. We will look into it to see if it's a possibility as we get more rail goods.</p>
<p>48.</p>	<p>Q. I want to hang out in Sacramento at night, but I don't due to the lack of late trains. Is there a possibility of adding another late train? It would be nice for events like Kings game.</p> <p>A. We are currently reviewing our schedule and will determine if there is a market for this type of regular evening events. In general, we find that ridership is quite light on late evening services.</p>
<p>49.</p>	<p>Q. What's up with a train to Tahoe/Reno?</p> <p>A. We have no train service to Tahoe but do provide a thru-way bus service that connects at Sacramento and is provided by El Dorado Transit. There are no current plans for train service to South Lake Tahoe. Similarly, we have two round trips to Reno that also connect at Sacramento. Please visit our website to see the bus connection options.</p>
<p>50.</p>	<p>Q. I'm curious about the ADA updates to stations. Where are you in that process?</p> <p>A. We are working on improvements at Richmond Station, Davis Station, Martinez Station and Rocklin and have completed updates at Fremont. Amtrak is leading these projects across Capitol Corridor stations, and we are engaged in this process.</p>
<p>51.</p>	<p>Q. The redesign of the Sacramento platform is terrible. The length of the pathway is too long, my elderly parents would not be able to walk that far, and the frequency of the shuttles is too low.</p> <p>A. We encourage you to arrive to the station early at Sacramento in order to take a shuttle to the platform and arrive on time. Unfortunately given to constraints in the Sacramento Station area the redesign resulted in a longer than usual platform. There are funded plans to shift the passenger and transit drop-off, including the light rail system, to a location much closer to the platforms than the current setup.</p>
<p>52.</p>	<p>Q. Sleeper car with raise footrest. Nonexistent after Covid. I haven't seen it in 2020, 2021, 2022, and 2023.</p> <p>A. The SuperLiner sleeper cars are no longer being leased from Amtrak.</p>

<p>53.</p>	<p>Q. I am not able to attend the board meetings because they are in the middle of my typical workday. Can the board meetings occur outside of normal business hours?</p> <p>A. We normally plan out the full year's board meetings several months in advance of the calendar year and use the best available times. We encourage you to attend virtually if able to or submit comments in advance of the board meetings. All written comments are shared with the CCJPA Board members.</p>
<p>54.</p>	<p>Q. When does Tap 2 Ride move out of testing phase and is there any possibility for this to be adopted for Amtrak service nationwide?</p> <p>A. We cannot speak for the Amtrak, but they are a close partner on Tap2Ride. We hope to see further expansion of Tap2Ride and as the program matures Amtrak will certainly be reviewing if and how Tap2Ride would work for Amtrak.</p>
<p>55.</p>	<p>Q. Will we be able to use clipper cards for Tap2Ride?</p> <p>A. Currently the Tap2Ride program is available for Europay, Mastercard, Visa. The clipper system is a distinct closed-loop system that is not able to be used on Capitol Corridor service.</p>
<p>56.</p>	<p>Q. Can I use Tap2Ride with my bus connection?</p> <p>A. Not yet, but Capitol Corridor staff is working to bring the first set of readers to the Emeryville to San Francisco busses and make that a reality. Follow us on our website for more updates.</p>
<p>57.</p>	<p>Q. My company provides a commuter card to me, but it does not have a tap-function. This is keeping me from joining Tap2Ride.</p> <p>A. The California Integrated Travel Project team is working on seeing how other payments like commuter cards can be incorporated. Stay tuned for updates on Tap2Ride.</p>
<p>58.</p>	<p>Q. The café credit card processing doesn't always work well and sometimes I have to wait for it.</p> <p>A. Thanks for your feedback this has been communicated to Amtrak.</p>
<p>59.</p>	<p>Q. (5) Please KEEP the café car. When the train is delayed for sometimes hours, we are stuck, and the café car makes the wait more tolerable. It makes the service much better.</p> <p>A. We intend to keep the current levels of Café service for the foreseeable future, but this could change or evolve over time depending on vending car success, equipment changes and financial resources.</p>

<p>60.</p>	<p>Q. (2) The bike/scooter/e-scooter storage can be a little unorganized in the mornings and there is a lack of space. I don't like the new bike storage and I am worried that hanging my bike will damage it. The lack of space is worse with the thicker-wheeled bikes people are using these days.</p> <p>A. We are aware that bike storage can be limited on certain busy trains, and we do encourage passengers who don't need their bikes or scooters at their destination to store their bike/scooter in electronic bike lockers at their origin station. CCJPA staff are working with Amtrak to update our Bike/Scooter Policy to provide some more guidance on the types of bikes and scooters that are allowed on the Capitol Corridor, such as wheel widths</p>
<p>61.</p>	<p>Q. I would like to see some more information on the website for where to store my bike and how to store it properly. An example for what to do based on the size of the bike/scooter (i.e., If X size or less...)</p> <p>A. Please check out https://www.capitolcorridor.org/bicycles/ for more information related to bike storage on the train and at stations. We will update the page after finalizing updates to our Bike/Scooter Policy, which is in discussion with Amtrak.</p>
<p>62.</p>	<p>Q. I would like more markings/clearer markings on which cars have bike/scooter storage.</p> <p>A. All cars (with the exception of Café Car) should have some bike/scooter storage available, but only the Bike Cars have a greater amount of them. Bike Cars are typically indicated with a sticker of a bike on the exterior next to the doors, but these may have become worn/faded with time. We will see if these stickers can be refreshed!</p>
<p>63.</p>	<p>Q. The bus fares going into San Francisco from Emeryville are high. I am a special education pre-k teacher who teaches in the city and last week I was late 4 days due to Capitol Corridor. 1 of the days was due to the bridge being raised and the other 3 days were due to the bus.</p> <p>A. We encourage riders to take BART and connect via Richmond. The bus contracts have become incrementally higher and the recent rate increases are to achieve parity with BART/AC Transit. Travel time from Richmond is equivalent and more consistent than the bus connection.</p>
<p>64.</p>	<p>Q. Why is there a large time variation in delays from trespasser strikes? Can you keep a coroner on board?</p> <p>A. Unfortunately, it is not feasible to keep a coroner onboard every train. The large variation in delays due to trespasser strikes vary widely, from the seriousness of the injury or fatality, the accessibility of the location and the proximity of first responders/coroner to the scene. We are working on multiple efforts to mitigate third party incidents, but it is a challenging endeavor</p>

<p>65.</p>	<p>Q. The information displays at stations [PIDs] do not provide updates on if my train is delayed. It makes me anxious that my train won't arrive or that it will arrive late. If I know it will be delayed, I can take other means of transportation if I need to get somewhere.</p> <p>A. We are working to improve our PIDS system and get better information to riders via text/web and other means. Real-time transit information is now available through multiple third-party apps including TRANSIT and Google Maps.</p>
<p>66.</p>	<p>Q. I am a disabled woman, and I was on the train when there was a 3-hour delay. It was hard for me to hear the speakers in the car that I was in to get updates from the conductor. Additionally, there were other mobility-challenged people nearby who had the same issue of me of not being able to easily access the café car during the delay and the conductor never came to check up on us.</p> <p>A. Thank you for your comment and we apologize for your experience during the extended delay. This was shared with Amtrak staff on how to better serve our ADA customers that are in the lower level during delays or issues that affect the train service.</p>
<p><u>Onboard Workshop #2: Wednesday, January 24, 2024</u></p>	
<p>67.</p>	<p>Q. Today was my first-time riding Capitol Corridor and I had a difficult time figuring out where and how to park, particularly in Emeryville. Could you add more clear signage or information on the website?</p> <p>A. We will follow up with the City of Emeryville for clarification on parking information and update our site.</p>
<p>68.</p>	<p>Q. Have you looked into any marketing about how scenic the trip is to SAC compared to driving?</p> <p>A. We often feature the views as a key benefit to traveling by train, especially in our digital marketing, and social media content.</p>
<p>69.</p>	<p>Q. Some barriers to using Capitol Corridor: Which direction am I supposed to be going; there could be better signage and signage in multiple languages. Figuring out how to purchase a ticket online was not very easy and it was especially difficult to figuring out how to purchase a 10-ride ticket, or that it was even an option.</p> <p>A. We have a section on our website dedicated to First-Time Riders. This spring, in response to this concern and other similar comments, we have worked on a major update to this section and will be adding new how-to videos, on board posters, and other materials to help riders learn more about the service. This past fall, we added a Spanish-language information page on our site and are working on informational videos, as a start to offering helpful information in multiple languages. We will follow up with Amtrak about additional signage in multiple languages.</p>

<p>70.</p>	<p>Q. Why are there only 2 daily trains to Roseville/Auburn?</p> <p>A. We currently only have 1 round trip for that region, but with the Sacramento to Roseville 3rd track project we will be able to run more trains to Roseville. Once phase 1 of the 3rd track project is completed, we will be able to add 2 additional round trips to Roseville.</p>
<p>71.</p>	<p>Q. You are doing a good job overall, but I would like to see an increase in the frequency of trains, preferably in 0.5-hour increments. I would also like to see more option for trains coming back from Sacramento.</p> <p>A. We would love to offer more service, but we are limited to 30 train slots (15 each direction) between Sacramento and Oakland. Additional service would require negotiations Union Pacific, capital investment to expand capacity, and additional funding levels.</p>
<p>72.</p>	<p>Q. Train 522 passengers are upset with ending Martinez later opening from 5:30am to 7am</p> <p>A. Capitol Corridor staff made the decision along with SJJPA to reduce station hours at Martinez and Oakland Jack London due to increased costs and overall reduced ridership at non-peak hours. We encourage riders to purchase tickets via the Amtrak app or website directly to make the travel experience more seamless and not have to rely on a station agent present.</p>
<p>73.</p>	<p>Q. Today was my first-time riding Capitol Corridor and I also had trouble identifying which train was my train at the station. I did not see a sign and it was not clear which was my train without asking someone.</p> <p>A. We continue to work at addressing wayfinding and improve Passenger Information Display Systems (PIDS) which will lead to better information to riders. Please advise what station you encountered issues at in the future so that we can better determine how to improve your experience.</p>
<p>74.</p>	<p>Q. Will the South Bay Connect be on the coast starlight subdivision? What will happen to Hayward (Ardenwood)?</p> <p>A. South Bay Connect proposes to shift Capitol Corridor service between Oakland and Newark to the Coast Subdivision, which is currently used by the Amtrak Coast Starlight. As a result of the route shift, Hayward Station would no longer be served by the Capitol Corridor, and a new station would be constructed at Ardenwood in Fremont.</p>
<p>75.</p>	<p>Q. What is the percent reduction in ridership? Because the weekend trains are packed.</p> <p>A. Ridership is currently at about 60% of 2019 ridership.</p>

<p>76.</p>	<p>Q. How does or does Tap2Ride work with multi-ride tickets?</p> <p>A. As a person rides a train over the course of the week once 3 round trips are achieved, trips beyond the 3 round trip pairs travelled are free! We are also working on a 10-trip discount via Tap2Ride but we are at the early stages of this work.</p>
<p>77.</p>	<p>Q. The thing keeping me from signing up for Tap2Ride is that I get transit benefits through my work, but I need to submit a receipt.</p> <p>A. As we work on the Tap2Ride program we are evaluating this type of rider input to see what we can or cannot offer. We can take this back to the Tap2Ride team and see if it is something that can be possible via text/email or other means.</p>
<p>78.</p>	<p>Q. I love the power outlets and tray tables, the crew is always nice, the cars are clean, and the service is reliable, but I would like to see normal Cheetos and not just hot Cheetos for sale in the café.</p> <p>A. Thank you for your feedback we can share this with our Café staff at Amtrak.</p>
<p>79.</p>	<p>Q. Safely issue tickets to bike riders at sac station. Sometimes you have announcement, don't ride your bike but is not getting information across</p> <p>A. Thanks for your information we will share this with station staff and Amtrak police to ensure bicyclists are following safety rules in the platform.</p>
<p>80.</p>	<p>Q. Better information about delays. It's not updated on Twitter [X] or the app.</p> <p>A. Thank you for your feedback, please subscribe on our website for alerts. We are also working to upgrade the Passenger Information Display system to better provide information to riders. Real time transit information on our service is now available through major third-party apps, including TRANSIT and Google Maps.</p>
<p>81.</p>	<p>Q. Why doesn't the Transit App work with the Amtrak App? Could there be an integration of the apps?</p> <p>A. Staff is currently working to see how our General Transit Specification Feed (GTFS) can be adopted by developers, like Google, to better provide information to riders.</p>
<p>82.</p>	<p>Q. Connecting bus from San Francisco to Emeryville for train 522 is needed. It costs me \$30-50/day for an Uber or taxi.</p> <p>A. We encourage you to take the BART Richmond connection as we are limited on our buses to operate the service from Emeryville to San Francisco. The cost of this service has increased substantially over the past five years.</p>

<p>83.</p>	<p>Q. I would like to see a throughway bus to Marin County.</p> <p>A. Unfortunately, there are no plans to provide thruway bus to Marin as we have not seen enough demand from this market.</p>
<p><u>Onboard Workshop #3: Wednesday, January 24, 2024</u></p>	
<p>84.</p>	<p>Q. When will the schedule change?</p> <p>A. This is likely in spring of 2025, but we are looking to see if we can restore additional weekday service sooner.</p>
<p>85.</p>	<p>Q. I noticed the morning train is not running from Oakland Jack London to San Jose and when will that train be running again? Is there any plan to restore that connection?</p> <p>A. We plan to restore service which would include this early train early in 2025.</p>
<p>86.</p>	<p>Q. Can you look at train 733 from Sacramento to Oakland leaving earlier?</p> <p>A. Yes, we are working on a schedule update and can evaluate this option.</p>
<p>87.</p>	<p>Q. When are 5-car consists coming back?</p> <p>A. We are evaluating the schedule and equipment capabilities to bring back the 5-car consists on our busiest trains. We don't have a date yet but hoping to restore some trains in the Fall of 2024 but keep an eye on the website for updates. We are currently constrained by limited equipment but will have access to additional equipment over the coming months.</p>
<p>88.</p>	<p>Q. What happened to the SuperLiners?</p> <p>A. The SuperLiner sleeper cars are no longer being leased from Amtrak.</p>
<p>89.</p>	<p>Q. Does CCJPA have the flexibility to add more cars or more trains?</p> <p>A. We have some flexibility, but our flexibility will improve as the new Venture cars begin service.</p>
<p>90.</p>	<p>Q. Does the Capitol Corridor share tracks with BNSF?</p> <p>A. No, we operate on UP tracks and approximately 2 miles of Caltrain tracks.</p>
<p>91.</p>	<p>Q. (2) Please allow travelers to use their own reusable mugs in the café car.</p> <p>A. Unfortunately, due to FDA regulations, only cups provided by the Café staff are allowed.</p>

<p>92.</p>	<p>Q. I know the Café is popular. But at least study whether some other mix saves money. Whichever service uses the least services, consider a train set without the cafe car and thus the attendant and run a train set like that.</p> <p>A. Thank you for the feedback and this is something we will evaluate as the Siemens Cars come into service on the San Joaquin's route. Those trains will eventually come equipped with vending cars and we will learn a lot of information upon their deployment.</p>
<p>93.</p>	<p>Q. (2) Does all funding come from the State of California or does Capitol Corridor receive federal funds as well?</p> <p>A. Capitol Corridor is funded by the State of California and the only federal funds Capitol Corridor receives are for awarded grants for federally-approved projects, such as the 3rd track project to Roseville.</p>
<p>94.</p>	<p>Q. Are we at risk of losing state-funds?</p> <p>A. Capitol Corridor is not at risk of losing funding, but we are looking to receive additional funding to the service needed due to incremental costs and expand our service levels.</p>
<p>Comments</p>	
<p>95.</p>	<p>Comment: I am pleased that the draft business plan reflects the improving situation with the operation of the Capitol Corridor service. It also acknowledges CCJPA's role in taking up additional responsibilities previously shouldered by Amtrak. The plan outlines a positive trajectory for the service and CCJPA, and I have no objections to the plan as drafted.</p> <p>A: Thank you for the feedback and for riding Capitol Corridor!</p>
<p>96.</p>	<p>Comment: I strongly support CC's efforts to work with AC Transit to provide the bus connection between Emeryville Station and the Sales Force Transit Center. The bus deck (third floor) at the Sales Force Transit Center is a much better, safer and efficient passenger pick-up location as compared to Mission Street in SF. The bus deck has the added benefit of avoiding surface street traffic in SF. AC Transit's existing Transbay F line runs quite often and with a minor re-routing could serve the Emeryville Station.</p> <p>A: Thank you for the feedback and for riding Capitol Corridor!</p>
<p>97.</p>	<p>Comment: I really appreciate the Capitol Corridor services, particularly the real time status, the frequent train options, and the internet.</p> <p>A: Thank you for the feedback and for riding Capitol Corridor!</p>
<p>98.</p>	<p>Comment: Overall, Capitol Corridor is doing a good job.</p> <p>A: Thank you for the feedback and for riding Capitol Corridor!</p>

<p>99.</p>	<p>Comment: The weekly cap on fares for Tap2Ride is great when I need to go into the office more than 3 days per week or if I travel for other purposes.</p> <p>A: Thank you for the feedback and for riding Capitol Corridor!</p>
<p>100.</p>	<p>Comment: Capitol Corridor is better than driving, especially into Oakland with the rise of car break-ins.</p> <p>A: Thank you for the feedback and for riding Capitol Corridor!</p>
<p>101.</p>	<p>Comment: I love the café car, especially when Capitol Corridor has the specialty foods. I really enjoyed the tamales that were available.</p> <p>A: Thank you for the feedback and for riding Capitol Corridor!</p>
<p>102.</p>	<p>Comment: I love the bike storage capability.</p> <p>A: Thank you for the feedback and for riding Capitol Corridor!</p>
<p>103.</p>	<p>Comment: My favorite thing about Capitol Corridor is the Wi-Fi and the bike storage.</p> <p>A: Thank you for the feedback and for riding Capitol Corridor!</p>
<p>104.</p>	<p>Comment: I love the bike storage.</p> <p>A: Thank you for the feedback and for riding Capitol Corridor!</p>
<p>105.</p>	<p>Comment: The 10-ride ticket is great.</p> <p>A: Thank you for the feedback and for riding Capitol Corridor!</p>
<p>106.</p>	<p>Comment: I like the concept of Tap2Ride because I don't want to miss a train due to buying a ticket.</p> <p>A: Thank you for the feedback and for riding Capitol Corridor!</p>
<p>107.</p>	<p>Comment: 20 yr rider is really happy with service because there have been significant improvements in reliability and service.</p> <p>A: Thank you for the feedback and for riding Capitol Corridor!</p>
<p>108.</p>	<p>Comment: Increase frequency to Auburn</p> <p>A: Thank you for the feedback and for riding Capitol Corridor!</p>
<p>109.</p>	<p>Comment: 30-yr (beginning) rider has really enjoyed a service from San Jose to Auburn 7 days per week</p> <p>A: Thank you for the feedback and for riding Capitol Corridor!</p>

<p>110.</p>	<p>Comment: Very pleased with the service and it runs better than New York.</p> <p>A: Thank you for the feedback and for riding Capitol Corridor!</p>
<p>111.</p>	<p>Comment: I strongly support Capitol Corridor. I would like to drastically increase funding, while targeting high value improvements and eliminating nice but wasteful diversions.</p> <p>A: Thank you for the feedback and for riding Capitol Corridor!</p>
<p>112.</p>	<p>Comment: I ride CC 3x a week from Oakland to Sac. I hope you will consider frequent commuters in mind when considering increasing fares. I utilize the 10-ride ticket. Looking at the handout, I see some increased security measures for the ROW, I think that's incredibly important. It's obviously horrible when there are trespasser incidents, loss of life or severe injury is terrible. It also usually results in a multi-hour delay that is extremely burdensome on those of us who are regularly commuting to work. I am also excited to see implementation of software for real time train status, that would be immensely helpful. Often don't receive notice of a train delay until long after the incident that caused the delay, current alerts are pretty much useless because of the timing delay.</p> <p>A: Thank you for the feedback and for riding Capitol Corridor!</p>
<p>113.</p>	<p>Comment: Please compare the travel time between CC and BART from Richmond to Downtown San Jose. Assuming the BART connection is completed and assuming the CC South Bay Connect is completed.</p> <p>A: Thank you for the feedback and for riding Capitol Corridor!</p>
<p>114.</p>	<p>Comment: Train 540 is always on time and is better than train 538 because it is less crowded.</p> <p>A: Thank you for the feedback and for riding Capitol Corridor!</p>
<p>115.</p>	<p>Comment: I think you could be stricter with closing the doors when it is time to depart. When I board a plane or bus, it does not wait for people running late.</p> <p>A: Thank you for the feedback and for riding Capitol Corridor!</p>
<p>116.</p>	<p>Comment: It's cheaper to ride Capitol Corridor than driving to Davis from Berkeley. It's also quicker and produces less GHGs than driving. I think there should be more of a push by marketing to highlight the sustainability part of the service, perhaps by adding a calculator on the website that shows how much GHGs, money, and time you can save taking Capitol Corridor.</p> <p>A: Thank you for the feedback and for riding Capitol Corridor!</p>

<p>117.</p>	<p>Comment: Capitol Corridor is an enjoyable service, but I've found that many people I know, particularly my coworkers, are not aware that Capitol Corridor is an option for people going to SAC.</p> <p>A: Thank you for the feedback and for riding Capitol Corridor!</p>
<p>118.</p>	<p>Comment: It's important trains leave on time and I would like to see more real-time updates on an app.</p> <p>A: Thank you for the feedback and for riding Capitol Corridor!</p>
<p>119.</p>	<p>Comment: The South Bay Connect is such an important project, I suggest the Annual Business Plan also include a map showing the change from the Niles Subdivision to the Coast Subdivision (and the Ardenwood Transfer Station). The project description says it will "reduce travel time by up to 13 minutes between Oakland and San Jose". The narrative should reiterate that CC is an "Inter-City Passenger Train", while the concurrent efforts of BART to connect downtown San Jose and Diridon Station is a "Commuter Train". Both projects serve distinct mass transit needs.</p> <p>A: Thank you for the feedback and for riding Capitol Corridor!</p>
<p>120.</p>	<p>Comment: I'd like to see a study of all the movements of freight along the corridor. Discuss with freight where they can be bunched/where they don't use all the route/what can be altered. I believe it would be more efficient to take our train sets and turn a percentage of them and just run them from Richmond-Sacramento. Once at Richmond, southbound members have BART as an option for a large portion of the route (and a full one once BART goes to Diridon). We could run far more service with the same equipment.</p> <p>A: Thank you for the feedback and for riding Capitol Corridor!</p>
<p>121.</p>	<p>Comment: Davis parking lot could be improved if you realigned the parking spaces, which would allow for more parking.</p> <p>A: Thank you for the feedback and for riding Capitol Corridor!</p>
<p>122.</p>	<p>Comment: I am willing to pay more for tickets because it makes sense to keep up with inflation.</p> <p>A: Thank you for the feedback and for riding Capitol Corridor!</p>
<p>123.</p>	<p>Comment: Please ditch any idea of a Link 21 tunnel. BART speed/capacity/through-running/electric drive is much more efficient and the transfer at Richmond/Oakland is sufficient. Any diesel tunnel for other stock is a HUGE WASTE of money.</p> <p>A: Thank you for the feedback and for riding Capitol Corridor!</p>
<p>124.</p>	<p>Comment: It can be a little daunting to ride the first time because of delays and having the tracks shared with other trains/passenger trains.</p> <p>A: Thank you for the feedback and for riding Capitol Corridor!</p>

<p>125.</p>	<p>Comment: CCJPA should consider raising fares, by at least 10% given how long these have been held constant.</p> <p>A: Thank you for the feedback and for riding Capitol Corridor!</p>
<p>Top Questions</p>	
	<p>(5) Comments and questions advocating in favor of keeping the Café car. Some reasons given were length of trip, delays experienced and a generally pleasant service provided.</p> <p>(4) Questions with general feedback for improvements for persons with disabilities ranging from advocating for an underpass solution for Davis station, to making improvements at stations, better ramps for accessibility and mindfulness of ADA riders on trains that are sitting at the lower level of railcars specially during delays.</p> <p>(4) Proposing additional train service between Oakland and Sacramento, Oakland and San Jose, and general improvements to train departure and arrival times during mid-day.</p> <p>(2) Questions regarding plans for Hercules.</p> <p>(2) Questions regarding bike storage and space concerns for larger bikes with thick wheel designs.</p> <p>(2) Questions on the Carquinez ship traffic crossing, and concerns with bridge delays.</p> <p>(2) Comments advocating for more funding for CCJPA and proposing tolling of vehicles as the solution.</p> <p>(2) Questions asking the nature of funds for Capitol Corridor and whether they are State or Federal.</p> <p>(2) Questions and comments regarding further improvements to the Wi-Fi onboard specially for commuters working onboard.</p>

Fiscal Year 2024
DRAFT Agreement for the Provision of
Passenger Rail Service

Between

National Railroad Passenger Corporation

and

Capitol Corridor Joint Powers Authority

October 1, 2023

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THIS AGREEMENT (“Agreement”) made effective as of the first day of October 1, 2023, by and between the National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act (recodified at 49 U.S.C. § 24101 et seq.) and the laws of the District of Columbia and having its principal office and place of business in Washington, D.C. (hereinafter referred to as “Amtrak”), and the Capitol Corridor Joint Powers Authority, a joint powers authority established under the laws of the State of California (hereinafter referred to as “CCJPA”).

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

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

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

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

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

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

WHEREAS, CCJPA and Amtrak believe that closer coordination with regional and local governments will help improve the Capitol Corridor service, and are eager to work with state, regional and local governments and agencies to concentrate on further improving the Capitol Corridor service and ensuring that the service becomes an efficient part of the region’s transportation network.

WHEREAS, under Section 209 of the Passenger Rail Investment and Improvement Act of 2008, Pub. L. No. 110-432, 122 Stat. 4907 (“PRIIA”), Congress required, among other things, that Amtrak, in consultation with the relevant states and the District of Columbia, develop and implement a methodology for allocating the operating and capital costs of rail routes of not more than 750 miles outside the segment of the continuous Northeast Corridor railroad line between Boston, Massachusetts and Washington, District of Columbia among the relevant states and the District of Columbia, and Amtrak.

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

WHEREAS, in a decision effective April 14, 2012, the STB adopted Amtrak’s proposed methodology to meet the requirements of PRIIA, and any amendments thereto by SAIPRC from FY2013 – FY2023, including substantial revisions to the methodology’s State-Supported-Route Cost and Service Policy that were adopted in September 2022 and made effective October 1, 2023 (collectively, the “Section 209 Methodology”), which is incorporated herein by reference.

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

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

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

SECTION 1 – SERVICE TO BE PROVIDED

(a) Rail Passenger Service

- (i) Amtrak shall provide rail passenger service over the route(s) set forth in Appendix A hereto and substantially in accordance with the schedules prescribed therein. Amtrak shall not be required to increase the frequency of any of the schedules except pursuant to a mutually agreed and amended Appendix A made pursuant to Section 10 hereof. The level of service outlined in Appendix A represents the current reduced service. The intent is to return to pre-pandemic service levels when conditions allow. Should conditions improve during the time period covered by this Agreement, Amtrak and CapitolCorridor shall work collaboratively to return to a portion or all of the pre-pandemic service levels. Full service is shown in Appendix M. Amtrak shall agree to add any such service within 60 days of a request.
- (ii) Amtrak shall not be required to provide rail passenger service on any route additional to the route(s) set forth in Appendix A hereto except pursuant to a mutually agreed and duly executed and supplemental Appendix A. Each such supplemental Appendix A shall be supported by a market analysis conducted by Amtrak and approved by the CCJPA. The parties agree to collaborate and to develop promptly a mutually agreed upon type and form of market analysis; provided, however, that such type and form may, in the light of future experience, be modified from time to time by mutual agreement between the parties. Amtrak will not unreasonably delay the consideration of CCJPA marketing studies.
- (iii) Amtrak shall allow carry-on pets on applicable trains of the Capitol Corridor service in Fiscal Year 2024, and following notice from CCJPA to proceed. Carry-on pets on the Capitol Corridor service will follow the existing conditions of Amtrak's Carry-On Pet Policy set forth at <https://www.capitolcorridor.org/pets/> as approved by both Amtrak and CCJPA. Amtrak's allowance of carry-on pets on the Capitol Corridor service will not incur additional cost to CCJPA.

(b) Customer Experience and Communication

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

vested interest in providing Capitol Corridor customers with exceptional customer service. Amtrak shall assist in investigating and providing CCJPA with information regarding customer complaints. Amtrak shall designate personnel sufficient to meet CCJPA requirements for handling customer comments and complaints. Amtrak shall investigate passenger complaints and service-related observations by CCJPA staff or received by the CCJPA's customer touchpoints and provide a response to CCJPA. Responses to complaints about alleged Americans with Disabilities Act (ADA) violations/infringements shall be handled in accordance with federal law. CCJPA will provide Amtrak with access to a weekly customer service report of comments received via CCJPA's customer touchpoints, and indicate which items require Amtrak follow-up. Amtrak shall field queries pertaining to ticket changes, refunds, and other support-desk related comments. CCJPA will refer non-Capitol Corridor comments and complaints to Amtrak.

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

(c) Policies and Procedures

- (i) Amtrak shall diligently work to provide rail passenger service of high quality and the parties shall cooperate in efforts to improve the service, as may be appropriate. Amtrak shall conform to the agreed upon Key Performance Indicators (KPI) measures for the CCJPA service as defined in the monthly scorecard report referenced in Appendix H. Unless expressly and mutually agreed in writing between the parties, the service shall be at least equal in quality and consistent in type to that of Amtrak's basic system services.
- (ii) Amtrak and the CCJPA shall jointly approve decisions impacting service deliverables and enhancements such as menu items and prices, level and type of on-board amenities. On-board operating policies (including procedures for disabled access, train crew procedures and stationing, checked baggage service, and carry-on pets service) shall be consistent with Amtrak standard operating procedures. At the direction of the integrated ticketing program Amtrak agrees to consult with CCJPA to introduce additional or replacement fare changes, fare instruments, purchasing channels, and fare ticketing types as introduced consistent with California's integrated travel program at any point during the fiscal year covered by this Agreement. In lieu of such changes, Amtrak and CCJPA shall jointly approve the use of Amtrak's fares, ticket sales and reservation policies in California.

- (iii) As long as the CCJPA continues to sell tickets using the Amtrak system, both parties agree that CCJPA will retain the ability to establish promotional fares or passenger discounts for Amtrak sold travel tickets and with the understanding 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. Exceptions may be made if mutually agreed upon by both parties. Additionally, consistent with integrated ticketing program, CCJPA agrees to consult with Amtrak as required by the existing California law regarding the California integrated ticketing system inclusive of fares and tariff policies (including rules, procedures and fees for handling purchased fare products, ticket exchanges, ticket or payment refunds) with the goal of providing a cost-effective integrated ticketing platform for travel on intercity rail and connecting transportation services.
- (iv) The following program will continue to be implemented in FY24: Consistent with the statewide California Integrated Travel Project, and in pursuit of reducing the need for conductor validation and lifting of tickets, CCJPA will retain the ability to establish payment systems separate from Amtrak's ticketing system. This authority was granted to the Joint Powers Authorities and the California Department of Transportation ("Caltrans") under California General Code Sections 14035.55 and 14036.6. CCJPA will commit to working cooperatively with Amtrak, with all reasonable efforts, to ensure that, in the long-term, the workload of conductors in validating tickets decreases rather than increases through the use of on-train installed validators that take contactless Europay-Master Card-Visa (EMV) payments from train customers. CCJPA will pursue this through a series of trials called Minimum Viable Products (MVPs) that are aimed at widening the extent of train customer payments handled via contactless EMV methods. In utilizing an alternative system to collect and recognize revenue, CCJPA recognizes its' responsibility to address customer service issues related to such a system independent of Amtrak, and that it shall ensure transmission of any revenue, ridership, statistical and fare payment data necessary for Amtrak to complete its revenue and cost allocation responsibilities. Future payment systems apart from Amtrak's will be subject to reasonable search and inspection by public safety and security officials consistent with state and federal law. Passenger manifests, in the event of an incident, shall be a requirement of any replacement ticketing system to allow Amtrak to comply with their requirements under Federal law.

(d) Advertising and Use of Marks

The parties shall cooperate for the purpose of effecting the continuing existence and use of the rail passenger service herein and shall take such other action as they may mutually agree is conducive to the establishment and provision of the service on a regular, efficient, and economic basis. To that end, Amtrak may incorporate the service in its general advertising and promotional programs as it may deem appropriate to the area in which the service is provided. Amtrak will seek CCJPA Marketing and San Joaquin Joint Powers Authority (SJJPA) Marketing approval prior to installing any Amtrak general advertising onboard state-owned equipment, and, with respect to CCJPA, such approval shall not be unreasonably withheld. By mutual agreement between the parties, confirmed in writing, Amtrak shall, in consultation with CCJPA, arrange for additional/alternative advertising directed specifically to the service as a Route Advertising cost. The cost of such additional Route Advertising shall be borne by CCJPA, in accordance with the Section 209 Methodology, as applicable.

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

- (iii) Each party shall have the right to review and approve, prior to publication or display, the portion of any and all content, artwork, copy, advertising, promotional materials, direct mail, inserts, press releases, newsletters, web pages, digital media (to include graphics and videos or billboards), or other communications or any other publicity published or distributed by the other (or at its direction or authorization) that specifically references this Agreement, the party's name or uses any of the party's Marks. Approval shall not be unreasonably withheld or delayed, and in no event shall the time period to respond to a request for approval exceed thirty (30) days. All advertising and promotional materials shall contain disclaimers, limitations of liability notices, proprietary notices (e.g., trademark and copyright notices) and such other notices as required by the other party. Notwithstanding any notice provision in this Agreement, the parties may provide notice of approval or rejection as mutually agreed upon by the parties.

(e) Websites and Mobile Application

- (i) The parties acknowledge that they each maintain websites promoting the Capitol Corridor Service. Amtrak shall provide CCJPA with notification at least one week in advance of any changes/updates that may impact the sales widget, fares and booking on Amtrak.com and the Amtrak mobile application, as well as notification of any content changes to the Capitol Corridor route information page, schedule pages and geographically served home page content. Should CCJPA launch a full contactless payment service, then Amtrak will either provide information about the new distribution channel on their website or provide a clear link to the CCJPA website. This is to assist customer understanding of all the options for payment.

(f) Extra Work

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

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

(g) Special Projects

- (i) In order to enhance the operation of the service set forth in Appendix A, Amtrak and CCJPA may, from time to time, identify projects to improve facilities used on the Capitol Corridor route identified in Appendix A. Projects are understood to include the following: maintenance, physical improvements, alteration or repair work done for facilities related to rail or feeder bus service, which facilities include, but are not limited to, track, rail equipment, and stations (landscaping, pavement, parking lots, signage, P.A. systems, baggage rooms, lighting, bus loading and layover area).

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

(h) Bus Operations

- (i) Amtrak shall contract with one or more bus operators ("Contract Bus Operator(s)") for the provision of connecting bus service between an Amtrak station or stations and other points, over such route(s) and in accordance with service levels as may be more particularly set forth in Appendix B, attached hereto and made part hereof. Only passengers in possession of valid Amtrak tickets, vouchers or passes for transportation to, from, or through the Amtrak station or stations set forth in Appendix B shall be accepted for carriage except Route 35 and Route 20C. Amtrak shall observe all provisions set forth in Senate Bill 804, Chapter 458, except as modified by the provisions of SB 684, Chapter 200 Statutes of 2007. No checked baggage shall be carried, except between such specific points as may hereafter be agreed to by Amtrak and CCJPA.
- (ii) Both parties will explore whether contactless payment could be introduced to bus operations.

(i) Rail Equipment for Shared Service

- (i) CCJPA is leasing State-owned cars and locomotives for shared service in northern California on the Capitol Corridor with the equipment also being assigned to the San Joaquin Corridor. When a State-owned car or locomotive is made a part of the pool supporting these two corridors,

Amtrak will give CCJPA and the San Joaquin Joint Powers Authority (SJJPA) twenty-four (24) hours advance written notice of its arrival. Upon its arrival, the car or locomotive will be held for CCJPA and SJJPA inspection. When both CCJPA and SJJPA notify Amtrak that the vehicle has been inspected or after the vehicle has been in northern California for twelve (12) hours, whichever occurs first, the vehicle shall be released for Amtrak use. During the term of this Agreement, Amtrak shall not remove State-owned equipment from the Service without prior written approval from the CCJPA and the State. Provided this notification is given, Amtrak is free to move the car or locomotive upon inspection by CCJPA and SJJPA. In an emergency situation, Amtrak is authorized to move State-owned cars and locomotives in and out of the northern California pool without the advanced notice and holding periods set forth above; however, Amtrak will provide a notice to CCJPA and SJJPA as soon as possible.

- (ii) Amtrak shall deploy State-owned equipment among the San Joaquin, Surfliner (LOSSAN) and Capitol Corridor consistent with the Deployment Plan for State-Provided Equipment. Amtrak agrees to meet and confer, either in person or via teleconference, on a monthly basis with the State, CCJPA, SJJPA, and LOSSAN JPA to review and update, as necessary, the Deployment Plan. Furthermore, CCJPA agrees to meet and confer, either in person or via teleconference, with Amtrak and the State within 48 hours of an event that causes a reduction in the number of available units of equipment identified in the Deployment Plan, in order to modify the Deployment Plan to meet the reduced level of equipment. State will install Positive Train Control components on State-owned equipment on or before the date mandated by federal law, and thereafter maintain such components.
- (iii) The Letter of Understanding dated May 25, 2007, between State and CCJPA to formalize all equipment maintenance responsibilities between State and CCJPA ("Letter of Understanding") is attached hereto and incorporated herein as Appendix O. In accordance with the Letter of Understanding, the State shall have the ability to make all final decisions regarding modifications to State-owned equipment. CCJPA understands and agrees that Amtrak shall not modify State-owned rolling stock without the State's prior written approval. Request for and approval of the modification of any State-owned rolling stock will follow the Equipment Change Request (ECR) process established by the State of California. An example ECR is attached as Appendix T. Notice of such Caltrans-authorized modifications shall be provided to CCJPA by Caltrans as soon as possible. In the event Amtrak modifies State-owned rolling stock without the State's prior written approval, Amtrak shall be responsible for all costs associated with restoring the rolling stock to its prior condition.

(j) Performance Standards – Incentives and Assessments

- (i) Performance Standards, Incentives, and Assessments. Amtrak will endeavor to operate the Service so as to achieve the performance standards set forth in Appendix B, E, F, G, H, I, J, L, and R ("Performance Standards"). In the event that Amtrak achieves or exceeds a certain level

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

- (ii) Data-Based Standards. Certain Performance Standards will be based on data that is regularly collected by Amtrak regarding the performance of its trains (“Data-Based Standards”). Each Data-Based Standard used to determine Incentives and Assessments is described in detail in Appendix E and I, including the method and frequency of data collection.
- (iii) Observation-Based Standards. Amtrak has created and maintains standards for many elements of the services provided under this Agreement, including but not limited to the condition of passenger rail equipment, the condition of station facilities, and the conduct of its employees. For many of these standards, Amtrak utilizes internal quality control processes to monitor adherence to the standards. The CCJPA desires to supplement Amtrak’s quality control processes with additional State inspections, which will be accomplished through a State-directed inspection as outlined in Appendix B, F, G, and/or J (“Observation-Based Standards”).
- (iv) Determination, calculation and disposition of Incentives and Assessments. During the term of this Agreement, Incentives and Assessments shall be calculated in the manner set forth below and recorded, though the amounts shall not be included in the CCJPA’s regular invoices. On a quarterly basis, total Assessments shall be subtracted from total Incentives. If the result is a negative number, it shall represent a net Assessment to be credited by Amtrak against payments otherwise due by the CCJPA. If the result is a positive number, it shall represent a net Incentive to be invoiced by Amtrak and paid by the CCJPA. The CCJPA and Amtrak shall have no further obligations toward each other as to how any Incentive or Assessment amounts are spent.
- (v) For Data-Based Standards set forth in Appendix E and/or I, Amtrak will collect the required data derived from the sources outlined in Appendix E and/or I and for the time period (monthly/quarterly) defined in Appendix E and/or I, calculate any applicable Incentives and Assessments, and present this calculation to the CCJPA on a regular (quarterly) basis. Once both parties are satisfied with the calculation, the net amount of any Incentives and Assessments shall be recorded for future disposition as described above.
- (vi) For Observation-Based Standards, representatives of CCJPA shall conduct inspections in the manner set forth in Appendix B, F, G and/or J. Once both parties are satisfied with the conclusion of the inspection and any applicable Incentives or Assessments, the net amount shall be recorded for future disposition as described above.

The parties agree that they will limit the net amount of Incentives or Assessments to no more than \$13,500 per month, even in cases where the calculations in Appendix B, E, F, G, H, I, J, L, and/or R would result in higher amounts.

With respect to any assessment, CCJPA agrees to submit any such assessment within 30 days of the end of the month in which such assessment arises. In the event CCJPA fails to submit any assessment within 30 days of the end of the month in which such assessment arose, CCJPA agrees that such assessment is waived and that CCJPA shall make no claim based on any assessment so waived. Furthermore, CCJPA will provide supporting documentation for each assessment so that Amtrak can review for clarity.

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

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

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

Data-Based Standards:

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

Observation Based Standards:

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

- Connecting Motor Coach

(k) Fiscal Performance

- (i) To appropriately monitor the fiscal performance of the Service, the parties agree to meet and confer, either in person or via teleconference, on a quarterly basis to review and discuss actual results versus budget, and current Capitol Corridor related job vacancies, and to make adjustments to this Agreement and other service-related documents as necessary and appropriate. Both parties agree that maintaining appropriate staffing levels is key to the continued success of the Service, and Amtrak is committed to sourcing qualified job applicants and filling vacancies in a timely and efficient manner. Monthly Full-Time-Equivalent (FTE) reports will be sent for each department until Amtrak achieves 90% of staffing required to run current service staffing levels.
- (ii) After Amtrak achieves at least 90% of pre-pandemic service staffing levels for a given department, FTE reports for that specific department can transition to being provided on a quarterly basis. Departments include Mechanical, Onboard Services, Stations, Train & Engine, and Amtrak Police Department.
- (iii) Amtrak also agrees to work cooperatively with CCJPA to deliver services with the most efficient level of staffing possible and will make every effort to identify areas where policy modifications, cross training, and other actions may be effective in reducing labor hours necessary to deliver the service. Amtrak will report quarterly on recommended actions to improve the efficiency of service delivery.

(l) Station Access

- (i) Amtrak shall allow select CCJPA contractors to access Amtrak-owned or Amtrak-leased stations along the Capitol Corridor following completion of necessary Permit-to-Enter (PTE) process to perform activities that relate to non-intrusive survey and maintenance of station elements owned or managed by the CCJPA, such as the California Passenger Information Display System (CalPIDS). The CCJPA contractors needing station access to perform the aforementioned activities shall be the following:
 - (a) CalPIDS Administrator (S&K Endeavors)
 - (b) CalPIDS Maintenance Contractor (All Day Cable)
 - (c) CalPIDS Network Provider (AT&T)
- (ii) Amtrak and CCJPA shall collaboratively identify necessary railroad safety training and/or railroad liability insurance for aforementioned CCJPA contractors who require station access to perform aforementioned activities at Amtrak-owned or Amtrak-leased stations along the Capitol Corridor, with reference to existing Amtrak Right-of-Entry (ROE) processes and requirements.

SECTION 2 – DECISIONS AFFECTING SERVICE

- (a) Amtrak shall give CCJPA not less than thirty (30) days prior notice in writing

of implementation of any Amtrak decision which is likely to have a significant effect on the scheduling, marketing (including fares and ticketing), station improvements and technology (including network design), maintenance facilities (including maintenance facility activities), or operations of the rail passenger service provided pursuant to this agreement. Such notice shall contain information in sufficient detail to support and justify such decision. CCJPA hereby recognizes Amtrak's statutory obligation to act in a manner consistent with prudent management in providing rail passenger service, including any expansion of rail passenger service. Accordingly, the parties shall work in good faith to reach mutual accord on any such decision as aforesaid pursuant to the following procedure:

- (i) If any proposed aforesaid decision relates to the train and bus services provided pursuant to this Agreement, and if it can be implemented, in the reasonable judgment of Amtrak, without adversely affecting other Amtrak service, Amtrak shall obtain CCJPA's concurrence thereon prior to such implementation. CCJPA shall promptly respond in writing to notice from Amtrak as aforesaid stating that it concurs, or, in the alternative, giving reasons in sufficient detail why it does not concur. In the latter event, the parties shall promptly confer for the purpose of reaching mutual agreement and concurrence within the period of the notice; provided, however, that CCJPA shall not unreasonably withhold its concurrence.
 - (ii) If, under Subsections (a) of this Section 2, CCJPA fails to respond in writing to notice from Amtrak as aforesaid within fifteen (15) days, CCJPA shall be deemed to have concurred in the proposed decision set forth therein.
- (b) Notwithstanding the notice procedures contained in this Section 2, if access to or over rail lines on any route provided herein shall be unavailable by reason of obstruction or otherwise, Amtrak may suspend or reroute any part of the service provided pursuant to this Agreement for so long as such access shall be unavailable. Amtrak shall promptly notify CCJPA of any such suspension or rerouting, and the parties shall cooperate to restore the rail service provided for herein.
- (c) If either party desires to change any service element in this Agreement, it will give written notice to that effect. The parties agree that within two (2) weeks of receipt of such written notice, they will meet to negotiate the desired changes. If the parties agree to change a service element, the Agreement will be amended as required by the service change. The parties may not after good faith discussions unreasonably withhold consent to change a service element. The foregoing notwithstanding, either party may withhold such consent at its sole discretion due to an adverse impact on service quality, ridership, and/or financial performance. If consent is withheld, such service element change will not occur.
- (i) Notwithstanding Section 2(c) above CCJPA may, upon not less than 180 days prior written notice, request that Amtrak increase the level of Capitol Corridor Service and/or the amount of equipment used in the Capitol Corridor Service above the full level of service, or upon not less

than 60 days' notice request that Amtrak decrease the level of Capitol Corridor Service, so as to meet the needs of the traveling public. If the request is to increase either the Capitol Corridor Service or the amount of equipment used, Amtrak shall exercise reasonable efforts to accommodate such request, which may include providing additional compatible rail passenger equipment from its available resources or, by written agreement with CCJPA, to employ such additional compatible equipment as CCJPA may choose to make available for use in the Capitol Corridor Service, consistent with the funding requirements of the Section 209 Methodology. In the event that equipment is made available by CCJPA, or because the CCJPA desires to substitute CCJPA-owned or leased equipment for Amtrak-owned equipment, such equipment will be used in the Capitol Corridor Service only if it complies with all applicable laws and regulations, and by mutual agreement of the parties, is compatible with Amtrak operations and associated equipment. The CCJPA and Amtrak will use all good faith efforts to resolve discrepancies in compatibility. The CCJPA shall be responsible for obtaining the approval of any railroads over which such equipment is to be operated. Equipment includes locomotives, cab cars and any other type of car used in a passenger train.

- (ii) If equipment normally used in the Capitol Corridor Service becomes unavailable for any reason, Amtrak shall exercise reasonable efforts to substitute additional compatible rail passenger equipment from its available resources, consistent with the funding requirements of the Section 209 Methodology. Alternatively, the CCJPA and Amtrak may, by written agreement, agree to use such additional compatible equipment as the CCJPA may choose to make available, subject to the terms relating to such use as set forth in Subsection (c)(1) above.
 - (iii) All costs from outside vendors related to the use of Diesel Emissions Fluid (DEF) and/or renewable diesel will be charged to the State as part of the Fuel and Power Cost Category of Pass-Through Costs, as allocated by the Amtrak Performance Tracking (APT) System. Any costs incurred by Amtrak's Mechanical forces to support the provision of DEF and/or renewable diesel to the Service will be charged to the State as part of the Car & Locomotive Maintenance Category, as allocated by the APT System, SAP, and/or any other Amtrak financial reporting system. Amtrak will prepare reports and invoices detailing DEF and/or renewable diesel-related charges, with the goal of including labor and non-labor costs, as well as DEF and/or renewable diesel consumption rates, to the greatest extent practicable in Amtrak's systems. Amtrak will work with the Agencies on a standardized final format of the reports and invoices.
- (d) Changes in bus service schedule(s) may be made, as necessary to coordinate with changes in applicable schedules of Amtrak's rail passenger service. Each such service shall commence on the applicable commencement date set forth in Appendix B and shall terminate without further notice on the applicable termination date set forth therein. Notwithstanding the foregoing, any such service may be terminated by Amtrak (with the concurrence of CCJPA) or the Contract Bus Operator on sixty (60) days' prior written notice; and CCJPA may upon seventy-five (75)

- days' prior written notice, request Amtrak to terminate any portion of the service provided in Appendix B; provided, further, that termination hereunder shall not relieve either party hereto of financial obligations incurred prior to termination.
- (e) Amtrak shall notify and consult (and include, as necessary) CCJPA of discussions or negotiations with railroads or appropriate regional rail authorities regarding schedule changes which impact Service hereunder.
 - (f) Nothing herein shall require Amtrak to perform any service or to take any action that would violate any term or condition of any labor agreement between Amtrak and any organization representing Amtrak's employees or any other labor agreement applicable to Amtrak.
 - (g) The following Amtrak staff or their authorized designees will be available to assist CCJPA with service- related questions:
 - (i) Primary Business Contact: The Senior Director Accounts California, based in Oakland, CA, shall be the primary point of contact for all Amtrak business matters affecting the Capitol Corridor Service, including data requests and contractual issues, except otherwise noted in Section 2(a).
 - (ii) Scheduling and Operations: Questions and requests from CCJPA regarding scheduling and other operational matters will be directed to the Superintendent Operations, based in Oakland, CA, who will work with the Senior Director Accounts California, based in Oakland, CA to effectively manage the workload and flow of information within Amtrak.
 - (iii) Marketing: Questions and requests from CCJPA regarding marketing will be directed to the Principal Marketing Specialist, based in Washington D.C.
 - (iv) Equipment: Questions and requests from CCJPA regarding equipment will be directed to the Senior Director Mechanical Operations, based in Los Angeles, CA.
 - (v) Buses: Questions and requests from CCJPA regarding bus operations will be directed to the Director System Operations, based in Oakland, CA.
 - (vi) Stations: Questions and requests from CCJPA regarding stations will be directed to the Superintendent II of Stations & OBS, based in Oakland, CA.
 - (vii) Food & Beverage (F&B) Service: Questions and requests from CCJPA regarding F&B service will be directed to the Superintendent II of Stations & OBS, based in Oakland, CA.
 - (viii) Customer Care Center: Questions and requests from CCJPA regarding the Customer Care Center will be directed to the Senior Director Sales & Customer Service, based in Washington, DC.
 - (ix) Media Relations: Questions and requests from CCJPA regarding media relations will be directed to the Senior Public Relations Manager, based in Oakland, CA.

SECTION 3 – AMOUNT OF REIMBURSEMENT BY CCJPA

- (a) CCJPA shall pay Amtrak the following financial support for the operation of the Service described in Appendix A for the period from October 1, 2023 through and including September 30, 2024:

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

- (i) The estimated sum of Thirty-Six Million, Two Hundred Eighty-One Thousand, Five Hundred and Thirty-Four Dollars (\$36,281,534) represents an estimate for all projected costs for the Service, based on Amtrak's forecast.
- (ii) Operating Cost Obligations – General. Estimated Operating Cost Obligations are set forth in Appendix P, Schedule B. Service Costs, Pass-Through Charges, and credits for Passenger Related Revenue, Food and Beverage Revenue and Allocated Revenue, if applicable (collectively, "Revenue") shall be charged based on actual costs incurred and revenues received as recorded in APT, SAP, and/or any other Amtrak financial reporting system. For purposes of estimating the net Operating Cost Obligations, estimates of Service Costs, Pass-Through Charges, and Revenue are provided in Appendix P, Schedule B.
- (iii) Pass-Through Charges – Fuel. Estimated Fuel cost shall be calculated by Amtrak using the APT system methodology and invoiced to CCJPA for each billing period. If Fuel hedging is utilized by Amtrak this will be reflected in the estimated Fuel Costs and will be applied in the calculation of actual Fuel Costs, regardless of economic conditions. The total estimated fuel expenses incurred by Amtrak as the result of operating the Service for the period October 1, 2023 through and including September 30, 2024, is estimated to Four Million, Nine Hundred Twenty-Five Thousand, Six Hundred Ninety-Nine (\$4,925,699) (the estimated cost to operate the Capitol Corridor Service during the term of this Agreement). The APT fuel expense will be reconciled as set forth in Section 4(b) below. Pursuant to Section 2(c)(iii), the DEF may be included in this pricing category.
- (iv) Pass-through Charges – Host Railroad. Host railroad expenses shall be computed by Amtrak on a monthly basis based upon the APT, SAP, or other financial reporting system methodology and invoiced to CCJPA for

each billing period. On a quarterly basis, Amtrak shall provide documentation for in-person review at an Amtrak location of APT, SAP, or other Amtrak financial reporting system host railroad Maintenance of Way and other costs. CCJPA will not disclose to any third party without Amtrak's prior approval any confidential or proprietary data provided hereunder. The parties shall meet in person at Amtrak offices located in California, and Amtrak Philadelphia Staff shall join via conference call to review Host Railroad expenses for the billing periods. Amtrak shall make available for review the APT Train Movement Host Railroad Report for review at this reconciliation meeting. The total estimated Host Railroad Maintenance of Way, Performance Incentives and Other costs is estimated to Six Million, Six Hundred Fifty-Two Thousand, Eight Hundred Forty-Two Dollars (\$6,652,842) based on Amtrak's forecast and CCJPA's estimates.

- (v) Capital-Costs Obligations. Capital-Costs Obligations are excluded from this Agreement. The State of California will be responsible for payment of Capital-Costs Obligations under the terms of the Agreement for the Provision of Equipment Capital between Amtrak and the State of California dated May 1, 2023
- (vi) Capital Costs – Fixed Assets. Under the provisions of the Section 209 Methodology, Capital Costs associated with the utilization of Amtrak owned fixed asset capital investments and/or various other non-Amtrak owned fixed assets utilized for the operation of a state-supported route are to be calculated according to the Section 209 Methodology and charged to the applicable state-supported routes utilizing such assets. As of the present time, no specific calculations have yet been developed for the allocation of such costs and accordingly, no such costs have been allocated, nor are currently being assessed under the provisions of this Agreement.

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

implement any and all necessary service modifications to reduce projected contract payments to match the level of anticipated funding. Amtrak shall not be required to provide any of the said Service or any services whatsoever for which the:

- (a) CCJPA is not bound hereunder or for which the cost to the CCJPA, as determined hereunder, exceeds the aforesaid amount(s); provided, further, that the CCJPA may increase the amount of its financial obligation hereunder through transfers or additional appropriations.
- (b) CCJPA hereby agrees to pay Amtrak for the costs of projects undertaken in accordance with Subsection (f) of Section 1 of this Agreement, in accordance with the Section 209 Methodology.
- (c) In the event Amtrak provides services in accordance with Subsection (g) of Section 1 of this Agreement, CCJPA shall compensate Amtrak in accordance with the Section 209 Methodology.
- (d) In the event the parties fail to reach agreement for operation of the Service for the period October 1, 2024 through September 30, 2025 ("FY25 Agreement") prior to October 1, 2024, the parties agree that the terms of this Agreement shall govern continued operation of the Service until a new agreement is executed by the parties ("Continuation Period"). In such event, the CCJPA agrees to continue to reimburse Amtrak for the Operating-Cost Obligations in accordance with the Payment Schedule set forth in Appendix P, at the level established for the period October 1, 2023 through September 30, 2024, plus the addition of a 1% escalation component, for the first three months (October 1, 2024 through December 31, 2024) of the Continuation Period, with the escalation component increasing to 2% for the Continuation Period beyond December 31, 2024. Once an FY25 Agreement is executed by the parties, Amtrak will credit the CCJPA's payments made during the Continuation Period to the CCJPA's obligations under the FY25 Agreement. In no event shall the Continuation Period extend beyond June 30, 2025.
- (e) Periodically, Amtrak may make updates to APT, SAP, and other Amtrak financial reporting systems which is the basis of many cost allocations within the Section 209 Methodology or may make updates to Operating-Cost or Capital-Cost Obligations forecasts derived from APT, SAP, and other Amtrak financial reporting system data. In the event any such updates are, consistent with the requirements of Section 209 Methodology, determined by Amtrak to warrant the revision of any such costs in a manner that would result in an adjustment of the amounts paid by or to be paid by the CCJPA under the terms of this Agreement, Amtrak will notify the CCJPA of such adjustment(s) and, subject to mutual agreement of the parties, amend this Agreement accordingly.

SECTION 4 – MANNER OF REIMBURSEMENT

- (a) On or before the fifteenth day of each month from the first through the twelfth months, inclusive, of the federal fiscal year specified in APT, SAP, and other Amtrak financial reporting systems hereto, CCJPA agrees to reimburse Amtrak in accordance with the monthly payment schedule included in Appendix P, Schedule A, in response to an invoice rendered by Amtrak. Invoices shall be

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

- (b) Amtrak shall also submit monthly revenue and expense statements ("Monthly Revenue and Expense Statements") as soon as practicable but in any event not more than forty-five (45) days after the end of each month that establish the APT, SAP, and other Amtrak financial reporting system-based actual monthly Revenue, actual monthly Operating Cost Charges, and actual monthly Pass-Through Charges for operating the Capitol Corridor. Provisions of the cost estimates and reconciliations for providing the Service, for which the CCJPA has elected to receive Operating Cost Reconciliations for the term of this Agreement, are subject to the Section 209 Methodology, and any amendments thereto. CCJPA has requested and Amtrak has agreed to the Operating-Cost Reconciliation method for FY 2024 as detailed under section 7.1.10 of the PRIIA Section 209 policy. The actual cost of providing the Service will be calculated consistent with Section 209 Costing Methodology and based on APT, SAP, and other Amtrak financial reporting systems and using supplemental financial data in accordance with Section 3(a)(iii) and Section 3(a)(iv). If fuel hedging is utilized by Amtrak this will be reflected in the estimated fuel costs and will be applied in the calculation of fuel expenses, regardless of economic conditions. Credits or debits resulting from the monthly reconciliation process will be credited or billed to CCJPA.
- (c) Amtrak shall also submit a year-end final reconciliation to the CCJPA following the Appendix C format for 'aggregate amount allocations. A sample of the Monthly Revenue and Expense Statement is set forth in Appendix K and has been agreed upon by the parties as providing a satisfactory level of supporting documentation.
- (d) In the event that CCJPA shall fail to remit any undisputed payment in full, as provided in this Section, Amtrak may suspend the applicable portion or portions of the rail passenger service provided for herein on ten (10) days' prior notice in writing to CCJPA of intended suspension. Notwithstanding the 180-day notice requirement contained in 49 U.S.C. Subsection 24706(a), if CCJPA fails to remit payment in full within the period of the said notice, Amtrak may discontinue the portion or portions of the said service referred to therein after thirty (30) days prior written notice to the CCJPA; provided, however, that such

discontinuance shall not constitute or be:

- i. construed as a waiver by Amtrak of any such payment; provided, further, that any such discontinuance shall be without prejudice to the continued operation of any remaining portion or portions of the said service. Invoices issued by Amtrak under Section 4(b), 4(d) or 4(e) shall be paid within thirty (30) days of receipt.
- (e) If any projects are implemented in accordance with Subsection (g) of Section 1 above, Amtrak shall render separate invoices for each project. Such invoices shall be rendered as soon as practicable after each month or the completion of the project whichever is earlier, but in any event not more than sixty (60) days after completion.
- (f) If any Extra Work is undertaken in accordance with Subsection (f) of Section 1 above, Amtrak shall render separate monthly invoices for the Extra Work. Such invoices shall be rendered as soon as practicable after each month or the completion of the project whichever is earlier, but in any event not more than sixty (60) days after the month or upon completion of the project.
- (g) Notwithstanding the expiration date of the Agreement, the CCJPA will pay Amtrak for actual costs for services performed during the term of the Agreement and for the allowable costs of specific projects authorized during the term of this Agreement but invoiced after expiration of this Agreement consistent with funding sources, work schedules and invoice dates in this Agreement.
- (h) Not later than ninety (90) days following the termination of the said Service as provided herein, each party hereto shall remit to the other the full balance due with respect to underpayment or overpayment, if any, relating to the obligations of each party to the other pursuant to the terms of this Agreement.
- (i) In the event that Amtrak fails to perform the services as required by this Agreement, or an invoiced amount is disputed by CCJPA, the provisions of this subsection shall apply.

- i. **Withholding Payment Due to Invoice Dispute**

In the event CCJPA disputes a charge detailed in an invoice pursuant to Sections 1 (f) or (g) and, and Section 4 (b) Amtrak cannot provide a reasonable explanation of said charge, CCJPA shall have the right to withhold the amount in dispute as specified herein and shall be required to pay the remainder of the invoice. CCJPA shall advise Amtrak, in writing, of the amount of disputed charges to be withheld, detail reasons for the withholding, and the actions that CCJPA considers necessary to resolve the disputed invoice amount. CCJPA shall notify Amtrak in writing of its intention to withhold the payment of an invoice amount. Once resolution of the disputed invoice amount is achieved between CCJPA and Amtrak, the notice to withhold will either be withheld, withdrawn, or modified and the portion of the disputed invoice will be remitted promptly, not more than thirty (30) days after resolution of the dispute. Should Amtrak fail to respond to the dispute with a reasonable explanation within 90

days, the lack of response shall be considered as a resolution in CCJPA's favor. Should resolution of the disputed invoice amount not be achieved through negotiation or the dispute resolution provisions of Section 10 of the RMTA, the withheld amount will be paid under protest after three (3) calendar months of withholding. Such payment shall not be considered as resolution of the dispute and the process outlined in Section 10 of the RMTA shall be carried to its conclusion. Should the resolution of the dispute result in a refund to CCJPA, said refund shall be applied as a credit to the next monthly payment, and shall be expressly accounted for therein. Should resolution of the dispute result in a remittance or payment to Amtrak, said payment will be made to Amtrak in the next monthly payment due and shall be expressly accounted for therein.

SECTION 5 – INDEMNIFICATION

- (a) Amtrak will indemnify and hold harmless (and defend, in accordance with the provisions of Subsection (d) below) CCJPA, its employees and agents, against any and all claims, damages, liability and court awards, including reasonable costs, expenses and attorney fees, incurred as a result of any act or omission by Amtrak or its employees, agents or contractors, and third parties except with respect to claims, damages, liability and court awards for which CCJPA is required to indemnify Amtrak pursuant to Subsection (b) hereof. Further, Amtrak will indemnify and hold harmless (and defend, in accordance with the provisions of Subsection (d) below) CCJPA, its employees and agents, irrespective of any negligence of any kind on their part, against any and all claims, damages, liability and court awards, including reasonable costs, expenses and attorney fees, incurred for death or injury to Amtrak employees and agents. For the purpose of this Section 5, each of the member agencies of CCJPA and the State and their employees, while performing a duty delegated to it or them by CCJPA, shall be considered an "agent" of CCJPA. However, in no event shall Amtrak be liable to CCJPA, its employees or agents, for any incidental or consequential damages, even if Amtrak has been advised of the possibility of such potential loss or damage.
- (b) CCJPA will indemnify and hold harmless (and defend, in accordance with the provisions of Subsection (d) below) Amtrak, its employees and agents, irrespective of any negligence of any kind on their part, against any and all claims, damages, liability and court awards, including reasonable costs, expenses and attorney fees, incurred (1) for death or injury to any person except Amtrak employees and for damage to any property except Amtrak property as a result of any act or omission by CCJPA or its employees, agents or contractors, and (2) for death or injury to employees of CCJPA, its agents or contractors which death, or injury occurs while such CCJPA employee, agent, or contractor is (i) at any Amtrak maintenance facility or station or on any railroad right of way, or (ii) riding a train or bus on an inspection pass (rather than on a purchased ticket); and (3) for damage to property of CCJPA, the State, their employees, agents or contractors, and CCJPA hereby releases and waives any claim against Amtrak, its

- employees and agents for damage to such property. However, in no event shall CCJPA be liable to Amtrak, its employees or agents for any incidental or consequential damages, even if CCJPA has been advised of the possibility of such potential loss or damage.
- (c) Amtrak shall name CCJPA, the CCJPA member agencies, the State of California, Department of Transportation, and the California State Transportation Agency as additional insureds on Amtrak's existing excess railroad liability insurance policy or policies, but only as respects services provided by Amtrak pursuant to this Agreement for the purpose of satisfying the indemnification and associated defense cost obligations assumed by Amtrak pursuant to this Agreement. Notwithstanding the foregoing, the indemnification obligations of Amtrak to CCJPA shall not be limited to such insurance coverage.
- (d) Each party agrees to provide prompt written notice and all information and to cooperate fully with respect to any claims presented to such party, which are subject to indemnification and defense by the other party.
- (i) If a claim, lawsuit, action or proceeding arises solely from the alleged conduct of CCJPA's employees, agents or contractors, then CCJPA shall assume the defense and bear the cost and expense (including attorneys' fees) of undertaking the defense and/or settlement of and shall pay any settlement or final judgment disposing of such claim, lawsuit, action or proceeding; provided, however, that if a final adjudication or arbitral decision is later made that the death or alleged injury or damage arose partially as a result of conduct for which Amtrak has agreed to indemnify CCJPA hereunder, then Amtrak shall reimburse CCJPA promptly for the proportional costs and expenses (including attorneys' fees) incurred by CCJPA therefore.

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

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

SECTION 6 - INSPECTION AND AUDIT

- (a) CCJPA may, at any time, inspect the rail passenger and bus feeder services, facilities and equipment provided hereunder; provided, however, that such inspection shall comply with all applicable safety rules and regulations and shall not hinder or delay the operation of the said Service. Specific safety protocols will be followed as outlined in the RMTA. Upon reasonable notice, and no more than once annually, Amtrak shall permit auditors or any other duly authorized agents of CCJPA to inspect all books, records and accounts relating to amounts invoiced pursuant to Section 4, including supporting documentation provided to Amtrak by vendors in connection therewith. All such books, records, accounts, and documents shall be maintained by Amtrak in accordance with generally accepted

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

- (b) Any inspection by a CCJPA employee whose primary job is inspection, called a "CCJPA inspector" for purposes of this contract and who requires access to property that is owned, controlled or used by Amtrak and that is not generally accessible to the public, shall conform with all of the following requirements:
- i. Each such CCJPA inspector 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.
 - ii. For the Oakland Maintenance Facility, the CCJPA inspector must check in over the radio or phone with the Yard foreman before their visit and inform the foreman of locations that they will be visiting.
 - iii. At the conclusion of the inspector's visit, the CCJPA inspector must communicate over the radio or phone with the Yard foreman to inform Amtrak that they are exiting the OMF facility.
 - iv. Inspectors who visit San Jose or Sacramento yards must follow the same rules with the exception that check in and check out calls should be made to the 24-7 Duty Cell Phone.
 - v. The inspector(s) must abide by all Amtrak safety and operating rules while on Amtrak property.
 - vi. At any active railyard (e.g. Oakland Maintenance Facility), all non-inspector CCJPA employee(s) will be accompanied at all times by an Amtrak employee or designee.
- (c) Amtrak shall, without cost to CCJPA, provide the number of passengers carried and passenger miles operated for each train and bus as included in Appendix A. Such data shall be computed and furnished on a monthly basis, within 45 days of the end of the month. Amtrak will provide CCJPA with the monthly ridership tape origin-destination data for all tickets collected on the train and feeder bus network. Furthermore, Amtrak will take reasonable steps to provide such supplemental data relating to said Service as may be reasonably requested by CCJPA.

SECTION 7 – FORCE MAJEURE

The obligations of Amtrak hereunder shall be subject to force majeure. Amtrak shall not be liable for any failure to perform, or for any delay or cancellation in connection with the performance of any obligation hereunder if such failure, delay

or cancellation is due to or in any manner caused by the statutes, laws, regulations, acts, demands, orders or interpositions of any federal, state, county or local government agency or joint powers authority having jurisdiction thereof, or by Acts of God, strikes, fire, flood, weather, theft, vandalism, war, acts of picketing, rebellion, insurrection or terrorism, quarantines, epidemics, pandemics, track condition, or any other cause beyond Amtrak's control.

SECTION 8 – TERMINATION

- (a) This Agreement shall terminate effective upon termination of the Interagency Transfer Agreement between the State and CCJPA. CCJPA agrees to give notice to Amtrak, by overnight courier with confirmed delivery, promptly upon receipt of notice from the State of termination of the Interagency Transfer Agreement in accordance with its provisions, or if given by CCJPA, promptly upon giving such notice to the State. This Agreement may be terminated upon ninety (90) days prior notice in writing from CCJPA to Amtrak. Upon termination of this Agreement for any reason at any time other than at the end of a federal fiscal year, CCJPA shall pay the following termination costs to Amtrak:
- (i) The reasonable cost of settling and paying claims out of the termination of Services under subcontracts or purchase orders;
 - (ii) Reasonable costs determined at the time of termination which are incurred pursuant to the performance of any specific written instructions received from CCJPA concerning such termination; and
 - (iii) Any other reasonable costs incidental to such termination of Service, specifically excluding, however, any costs of labor protection arising from such termination.

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

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

SECTION 9 – NOTICES

Except as otherwise provided in Section 4 (a) hereof, any notices required by this Agreement or related to the service provided for under this Agreement by either party shall be in writing and shall be directed to the officials identified herein by

personal delivery or by deposit in the United States mail via first class mail, postage prepaid, or by overnight courier.

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

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

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

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

SECTION 10 – AGREEMENT CONTENT

- (a) This Agreement constitutes the entire agreement between the parties related to the subject matter hereof. There are no agreements, whether express or implied except as are expressly set forth herein. All prior agreements and understandings between the parties with respect to the provision of service herein and after the effective date of this Agreement are subsumed within this Agreement. No change or modification in or to this Agreement shall be of any force or effect unless in writing, dated and executed by duly authorized representatives of the parties.
- (b) Notwithstanding the provisions of Subsection (a) of this Section, the parties acknowledge and agree that as between CCJPA and Amtrak the provisions of the RMTA control the use by CCJPA and operation and maintenance by Amtrak of State-owned cars and locomotives for the rail service provided hereunder. To the extent that there are any conflicts or inconsistencies between the provisions of this Agreement and the RMTA, the provisions of this Agreement shall be controlling.

SECTION 11 – CONSTRUCTION

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

rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the District of Columbia without regard to conflicts of laws or choice of law provisions.

SECTION 12 – SEVERABILITY

If any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement and the remaining parts of this Agreement shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.

SECTION 13 – FAIR EMPLOYMENT PRACTICES

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

SECTION 14 – CONFIDENTIALITY

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

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

Public Disclosure: The CCJPA is subject to the California Public Records Act (Government Code Section 6250 et seq.) and any documents submitted by Amtrak to CCJPA under this Agreement shall be subject to public inspection and copying pursuant to the California Public Records Act. Amtrak shall specifically identify any portion of documents submitted to CCJPA which Amtrak deems to contain confidential, proprietary information or trade secrets (confidential information) and will be required to prove, upon request, justification and defense of Amtrak’s position that such material should not be disclosed by the CCJPA under the California Public Records Act.

In the event there is a Public Records Act request filed with CCJPA seeking disclosure of information that has been designated confidential information by Amtrak pursuant to this Agreement, CCJPA agrees to give Amtrak prompt written notice of such request (i.e., within three (3) days of receipt of such CPRA request), and Amtrak agrees to assist CCJPA in responding to the request by reviewing the documents requested and confirming that Amtrak wishes that the documents or portions thereof not be made public by CCJPA. In addition, Amtrak agrees to hold

CCJPA harmless and, at CCJPA's option, provide legal defense for CCJPA from all claims and demands including attorneys' fees asserted against CCJPA that may result from CCJPA refusing to make public documents that Amtrak has designated as confidential information. Amtrak also agrees that, if any action is filed in court seeking disclosure of the confidential information designated by Amtrak, CCJPA may deposit the documents with the court and identify the portions Amtrak deems confidential information and Amtrak will defend its designation of the information as confidential information.

This Section shall survive termination or expiration of this Agreement.

SECTION 15 – COMPLIANCE WITH LAWS

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

DRAFT

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____

Stephen J Gardner
Chief Executive Officer

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

By: _____

Robert Padgette
Managing Director

DRAFT

APPENDIX A

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2023
FOR THE PROVISION OF
RAIL PASSENGER SERVICE

FISCAL YEAR 2023
October 1, 2023 – September 30, 2024
(Effective October 1, 2023)

Pursuant to Section 1 of the aforesaid Agreement Amtrak shall provide rail passenger service during fiscal year 2024 over the route set forth below, in accordance with the schedule(s) attached. The said service shall commence on October 1, 2023 and shall terminate September 30, 2024.

ROUTE DETAILS AND SCHEDULE

San Jose/Oakland to Sacramento/Auburn

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

The level of service outlined in Appendix A represents a temporary reduction in service that is currently being operated. The intent is to return to pre-pandemic, full-service levels when conditions allow. Should conditions improve during the time period covered by this Agreement, Amtrak and Capitol Corridor shall work collaboratively to return to a portion or all of the pre-pandemic, full train service levels. Full train service

level is shown in Appendix M.

EFFECTIVE
APRIL 3, 2023

CAPITOL CORRIDOR® Daily Train Schedule

WEEKDAY WESTBOUND EFFECTIVE APRIL 3, 2023



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

CODE	STATION	Train:	QUIET CARS										CODE			
			521	523	525	527	529	531	541	543	545	547	549	551		
COX	Colfax	Depart							9:45a					No Stop		COX
ARN	Auburn	Depart					6:35a		10:15a				4:10p		ARN	
RLN	Rocklin	Depart					6:58a		10:30a				4:25p		RLN	
RSV	Roseville	Depart					7:07a		10:45a				4:40p		RSV	
SAC	Sacramento	Arrive		4:15a	5:15a		7:32a		11:35a				5:35p		SAC	
		Depart	4:10a	5:10a	6:10a	6:43a	7:33a	8:55a	11:55a	1:55p	3:55p	5:03p	5:55p	7:55p		
DAV	Davis	Depart	4:25a	5:25a	6:25a	6:58a	7:48a	9:10a	12:10p	2:10p	4:10p	5:18p	6:10p	8:10p	DAV	
FFV	Fairfield/Vacaville	Depart	4:45a	5:45a	6:45a	7:18a	8:08a	9:30a	12:30p	2:29p	4:30p	5:38p	6:29p	8:30p	FFV	
SUI	Suisun/Fairfield	Depart	4:51a	5:51a	6:51a	7:24a	8:14a	9:36a	12:36p	2:36p	4:36p	5:44p	6:36p	8:36p	SUI	
MTZ	Martinez	Depart	5:10a	6:10a	7:10a	7:43a	8:32a	9:55a	12:55p	2:55p	4:55p	6:03p	6:55p	8:55p	MTZ	
RIC	Richmond-BART	Depart	5:36a	6:36a	7:36a	8:09a	8:58a	10:21a	1:21p	3:22p	5:22p	6:29p	7:21p	9:22p	RIC	
BKY	Berkeley	Depart	5:44a	6:44a	7:44a	8:17a	9:06a	10:29a	1:29p	3:30p	5:30p	6:37p	7:29p	9:30p	BKY	
EMY	Emeryville	Arrive	5:48a	6:48a	7:49a	8:22a	9:10a	10:33a	1:33p	3:35p	5:35p	6:41p	7:34p	9:35p	EMY	
		Depart	5:49a	6:49a	7:50a	8:23a	9:11a	10:34a	1:34p	3:36p	5:36p	6:42p	7:35p	9:36p		
OKJ	Oakland Jack London	Arrive	6:00a	6:59a	8:04a	8:38a	9:32a	10:44a	1:44p	3:52p	5:52p	6:52p	7:49p	9:52p	OKJ	
		Depart	6:01a	7:00a		8:39a	9:33a		1:45p			6:53p				
OAC	Oakland Coliseum-BART	Depart	6:11a	7:09a		8:48a	9:42a		1:55p			7:03p		OAC		
HAY	Hayward	Depart	6:21a	7:22a		8:59a	9:52a		2:05p			7:13p		HAY		
FMT	Fremont/Centerville	Depart	6:37a	7:37a		9:15a	10:07a		2:20p			7:30p		FMT		
GAC	Santa Clara/Great America	Depart	6:54a	7:54a		9:32a	10:24a		2:38p			7:49p		GAC		
SCC	Santa Clara/University	Depart	7:03a	8:02a		9:40a	10:32a		2:48p			7:58p		SCC		
SJC	San Jose	Arrive	7:15a	8:14a		9:53a	10:45a		3:05p			8:16p		SJC		

Emeryville to San Francisco Bus Connection

CONNECTING TRAIN:		521	523	525	527	529	531	541	543	545	547	549	551	
EMY	Emeryville- Amtrak	Arrive	5:48a	6:48a	7:49a	8:22a	9:10a	10:33a	1:33p	3:35p	5:35p	6:41p	7:34p	9:35p
EMY	Emeryville- Amtrak	Depart	5:50a	6:50a	7:50a	8:25a	9:15a	10:35a	1:35p	3:40p	5:40p	6:45p	7:40p	9:40p
SFC	SF Salesforce Plaza	Depart	6:20a	7:30a	8:30a	9:00a	9:50a	11:05a	2:05p	4:10p	6:10p	7:15p	8:10p	10:05p



EFFECTIVE
APRIL 3, 2023

CAPITOL CORRIDOR[®] Daily Train Schedule

WEEKDAY EASTBOUND EFFECTIVE APRIL 3, 2023



San Francisco - Emeryville Bus Connection

SFC SF Salesforce Plaza	Depart	6:55a	9:25a	11:45a	1:35p	2:35p	3:35p	4:10p	4:40p	5:40p	6:30p	7:30p
EMY Emeryville- Amtrak	Arrive	7:25a	9:55a	12:15p	2:05p	3:05p	4:05p	4:40p	5:15p	6:15p	7:05p	8:05p
CONNECTING TRAIN:		524	528	532	534	536	538	540	542	544	546	548
EMY Emeryville- Amtrak	Depart	7:35a	10:06a	12:26p	2:21p	3:21p	4:21p	4:51p	5:21p	6:21p	7:21p	8:21p

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

		QUIET CARS													
CODE	STATION	Train:	522	524	528	532	534	536	538	540	542	544	546	548	CODE
SJC	San Jose	Depart		6:18a	8:48a	11:05a			3:05p		4:05p		6:05p		SJC
SCC	Santa Clara/University	Depart		6:24a	8:54a	11:11a			3:11p		4:11p		6:11p		SCC
GAC	Santa Clara/Great America	Depart		6:31a	9:01a	11:18a			3:19p		4:19p		6:19p		GAC
FMT	Fremont/Centerville	Depart		6:47a	9:18a	11:36a			3:35p		4:35p		6:35p		FMT
HAY	Hayward	Depart		7:02a	9:33a	11:51a			3:50p		4:50p		6:50p		HAY
OAC	Oakland Coliseum-BART	Depart		7:13a	9:44a	12:03p			4:01p		5:01p		7:01p		OAC
OKJ	Oakland Jack London	Arrive		7:23a	9:56a	12:16p			4:11p		5:11p		7:11p		OKJ
		Depart	5:42a	7:24a	9:57a	12:17p	2:12p	3:12p	4:12p	4:42p	5:12p	6:12p	7:12p	8:12p	
EMY	Emeryville	Arrive	5:50a	7:34a	10:05a	12:25p	2:20p	3:20p	4:20p	4:50p	5:20p	6:20p	7:20p	8:20p	EMY
		Depart	5:51a	7:35a	10:06a	12:26p	2:21p	3:21p	4:21p	4:51p	5:21p	6:21p	7:21p	8:21p	
BKY	Berkeley	Depart	5:55a	7:39a	10:10a	12:30p	2:25p	3:25p	4:25p	4:55p	5:25p	6:25p	7:25p	8:25p	BKY
RIC	Richmond-BART	Depart	6:02a	7:46a	10:18a	12:37p	2:32p	3:33p	4:32p	5:02p	5:32p	6:32p	7:32p	8:32p	RIC
MTZ	Martinez	Depart	6:28a	8:13a	10:45a	1:04p	2:58p	4:00p	4:59p	5:28p	5:58p	6:58p	7:58p	8:59p	MTZ
SUI	Suisun/Fairfield	Depart	6:47a	8:32a	11:04a	1:23p	3:17p	4:19p	5:18p	5:47p	6:17p	7:17p	8:17p	9:19p	SUI
FFV	Fairfield/Vacaville	Depart	6:53a	8:39a	11:11a	1:29p	3:24p	4:26p	5:24p	5:54p	6:24p	7:23p	8:24p	9:27p	FFV
DAV	Davis	Depart	7:17a	9:00a	11:33a	1:53p	3:45p	4:49p	5:46p	6:17p	6:46p	7:46p	8:45p	9:50p	DAV
		Arrive	7:40a	9:22a	11:57a	2:16p	4:10p	5:16p	6:06p	6:41p	7:10p	8:12p	9:10p	10:18p	
SAC	Sacramento	Depart		10:00a		2:25p		5:25p	6:07p		7:20p		9:20p		SAC
RSV	Roseville	Depart		10:30a		2:55p		6:05p	6:32p		7:50p		9:50p		RSV
RLN	Rocklin	Depart		10:45a		3:10p		6:25p	6:43p		8:05p		10:05p		RLN
ARN	Auburn	Depart		11:10a		3:35p		6:40p	7:16p		8:20p		10:20p		ARN
COX	Colfax	Arrive		No Stop		3:50p		No Stop			No Stop		No Stop		COX



EFFECTIVE
APRIL 3, 2023

CAPITOL CORRIDOR® Daily Train Schedule

WEEKEND WESTBOUND EFFECTIVE APRIL 3, 2023



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

CODE	STATION	Train:	723	727	729	733	737	741	743	745	747	749	751	CODE
COX	Colfax	Depart					8:45a				No Stop			COX
ARN	Auburn	Depart			7:55a		9:15a				4:10p			ARN
RLN	Rocklin	Depart			8:18a		9:30a				4:25p			RLN
RSV	Roseville	Depart			8:27a		9:45a				4:40p			RSV
SAC	Sacramento	Arrive			8:54a		10:35a				5:35p			SAC
DAV	Davis	Depart	5:55a	6:55a	8:55a	9:55a	10:55a	12:55p	2:55p	4:55p	6:55p	7:55p	8:55p	DAV
FFV	Fairfield/Vacaville	Depart	6:10a	7:10a	9:10a	10:10a	11:10a	1:10p	3:10p	5:10p	7:10p	8:10p	9:10p	FFV
SUI	Suisun/Fairfield	Depart	6:30a	7:30a	9:30a	10:30a	11:30a	1:30p	3:30p	5:30p	7:30p	8:30p	9:30p	SUI
MTZ	Martinez	Depart	6:36a	7:36a	9:36a	10:36a	11:36a	1:36p	3:36p	5:36p	7:36p	8:36p	9:36p	MTZ
RIC	Richmond-BART	Depart	6:55a	7:55a	9:55a	10:55a	11:55a	1:55p	3:55p	5:55p	7:55p	8:55p	9:55p	RIC
BKY	Berkeley	Depart	7:21a	8:21a	10:21a	11:21a	12:21p	2:21p	4:21p	6:21p	8:21p	9:23p	10:21p	BKY
EMY	Emeryville	Arrive	7:29a	8:29a	10:29a	11:29a	12:29p	2:29p	4:29p	6:29p	8:29p	9:31p	10:29p	EMY
OKJ	Oakland Jack London	Arrive	7:33a	8:33a	10:33a	11:33a	12:33p	2:33p	4:33p	6:34p	8:33p	9:37p	10:34p	OKJ
OAC	Oakland Coliseum-BART	Depart	7:34a	8:34a	10:34a	11:34a	12:34p	2:34p	4:34p	6:35p	8:34p	9:38p	10:35p	OAC
HAY	Hayward	Arrive	7:44a	8:44a	10:44a	11:44a	12:44p	2:43p	4:44p	6:52p	8:42p	9:54p	10:52p	HAY
FMT	Fremont/Centerville	Depart	7:45a	8:45a	10:45a	11:45a	12:45p	2:44p	4:45p		8:43p			FMT
GAC	Santa Clara/Great America	Depart	7:54a	8:55a	10:54a	11:58a	12:55p	2:53p	4:54p		8:53p			GAC
SCC	Santa Clara/University	Depart	8:04a	9:08a	11:07a		1:05p	3:03p	5:04p		9:06p			SCC
SJC	San Jose	Arrive	8:19a	9:23a	11:22a		1:21p	3:19p	5:20p		9:21p			SJC
		Depart	8:37a	9:40a	11:39a		1:39p	3:37p	5:38p		9:39p			
		Depart	8:45a	9:48a	11:47a		1:47p	3:45p	5:46p		9:47p			
		Arrive	9:01a	10:02a	12:03p		2:01p	3:59p	6:03p		10:01p			

Emeryville to San Francisco Bus Connection

CONNECTING TRAIN:	723	727	729	733	737	741	743	745	747	749	751	
EMY Emeryville- Amtrak	Arrive	7:33a	8:33a	10:33a	11:33a	12:33p	2:33p	4:33p	6:34p	8:33p	9:37p	10:33p
EMY Emeryville- Amtrak	Depart	7:35a	8:35a	10:35a	11:15a	12:35p	2:35p	4:35p	6:35p	8:35p	9:40p	10:35p
SFC SF Salesforce Plaza	Depart	8:05a	9:05a	11:05a	12:05a	1:05p	3:05p	5:05p	7:05p	9:05p	10:10p	11:05p

EFFECTIVE
APRIL 3, 2023

CAPITOL CORRIDOR® Daily Train Schedule

WEEKEND EASTBOUND EFFECTIVE APRIL 3, 2023



San Francisco - Emeryville Bus Connection

SFC SF Salesforce Plaza	Depart	6:40a	8:40a	10:35a	1:40p	2:40p	3:40p	4:40p	5:30p	6:40p	7:40p	8:40p
EMY Emeryville- Amtrak	Arrive	7:10a	9:10a	11:05a	2:10p	3:10p	4:10p	5:10p	6:05p	7:10p	8:10p	9:10p
CONNECTING TRAIN:	720	724	728	732	734	736	738	742	744	746	748	
EMY Emeryville- Amtrak	Depart	7:21a	9:21a	11:21a	2:21a	3:21a	4:20p	5:21p	6:19p	7:21p	8:21p	9:21p

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

CODE	STATION	Train:	720	724	728	732	734	736	738	742	744	746	748	CODE
SJC	San Jose	Depart		8:05a	10:05a	1:05p		3:05p		5:05p	6:05p		8:05p	SJC
SCC	Santa Clara/University	Depart		8:11a	10:11a	1:11p		3:11p		5:11p	6:11p		8:11p	SCC
GAC	Santa Clara/Great America	Depart		8:18a	10:18a	1:18p		3:18p		5:18p	6:18p		8:18p	GAC
FMT	Fremont/Centerville	Depart		8:34a	10:34a	1:34p		3:34p		5:34p	6:34p		8:34p	FMT
HAY	Hayward	Depart		8:49a	10:49a	1:49p		3:49p		5:50p	6:49p		8:49p	HAY
OAC	Oakland Coliseum-BART	Depart		9:00a	11:00a	2:00p		4:00p		6:01p	7:00p		9:00p	OAC
OKJ	Oakland Jack London	Arrive		9:11a	11:11a	2:11p		4:10p		6:09p	7:11p		9:11p	OKJ
EMY	Emeryville	Arrive	7:12a	9:12a	11:12a	2:12p	3:12p	4:11p	5:12p	6:10p	7:12p	8:12p	9:12p	EMY
BKY	Berkeley	Depart	7:20a	9:20a	11:20a	2:20p	3:20p	4:19p	5:20p	6:18p	7:20p	8:20p	9:20p	BKY
RIC	Richmond-BART	Depart	7:21a	9:21a	11:21a	2:21p	3:21p	4:20p	5:21p	6:19p	7:21p	8:21p	9:21p	RIC
MTZ	Martinez	Depart	7:25a	9:25a	11:25a	2:25p	3:25p	4:24p	5:25p	6:23p	7:25p	8:25p	9:25p	MTZ
SUI	Suisun/Fairfield	Depart	7:32a	9:32a	11:32a	2:32p	3:32p	4:31p	5:32p	6:30p	7:32p	8:32p	9:32p	SUI
FFV	Fairfield/Vacaville	Depart	7:58a	9:59a	11:58a	2:58p	3:58p	4:57p	5:58p	6:57p	7:59p	8:58p	9:59p	FFV
DAV	Davis	Depart	8:17a	10:18a	12:17p	3:17p	4:17p	5:16p	6:17p	7:16p	8:18p	9:17p	10:19p	DAV
SAC	Sacramento	Arrive	8:23a	10:25a	12:23p	3:23p	4:23p	5:22p	6:23p	7:23p	8:25p	9:23p	10:25p	SAC
		Depart	8:46a	10:46a	12:43p	3:46p	4:45p	5:43p	6:46p	7:45p	8:48p	9:44p	10:48p	
		Arrive	9:10a	11:10a	1:14p	4:15p	5:10p	6:02p	7:10p	8:09p	9:15p	10:10p	11:15p	
RSV	Roseville	Depart	10:00a			8:42:5p		6:03p						RSV
RLN	Rocklin	Depart	10:30a			8:55p		6:26p						RLN
ARN	Auburn	Depart	10:45a			9:10p		6:35p						ARN
COX	Colfax	Arrive	11:10a			9:35p		7:06p						COX

APPENDIX B

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED

1 OCTOBER 2023
FOR THE PROVISION OF
RAIL PASSENGER SERVICE

FISCAL YEAR 2024
October 1, 2023 – September 30, 2024
(Effective October 1, 2023)

CONNECTING BUS SERVICE

Pursuant to the aforesaid Agreement and subject to all the terms and conditions thereof, Amtrak shall arrange for the provision of connecting bus service(s) during fiscal year 2024 over the route(s) set forth below. The said service(s) shall commence and terminate on the commencement and termination dates set forth therein, unless sooner terminated as provided in the aforesaid Agreement.

ROUTE 20

From: Sacramento
To: Reno or Sparks

Via: Roseville, Rocklin, Auburn, Colfax,
Truckee & Reno

From: Sacramento
To: Stateline, NV

Via: Placerville, South Lake Tahoe/Wye and
Stateline, CA

Service Level:

20A: Two (2) Daily Round Trips using
full-size intercity motor coaches
Sacramento- Reno or Sparks.

20D: One (1) Mo-Fr except Holiday Round Trip(3623/ (including deadhead) using a full-size intercity motor coach Roseville- Sacramento.

ROUTE 3

From: Sacramento
To: Auburn

Service Level:

Via: Roseville and Rocklin

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

ROUTE 35

From: San Jose
To: Santa Cruz

Service Level:

Via: Scotts Valley

18 Monday-Friday Round Trips and 15 Saturday-Sunday-Holiday Round Trips. This service uses commuter motor coaches with high-back seats. The Capitol Corridor Joint Powers Authority funds the balance per the CCJPA-Caltrans-SCMTD-VTA MOU.)

ROUTE 99

From: San Francisco
To: Emeryville or Oakland

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

Service Level: 21.5 of 35 Monday-Friday One Way Trips
 21 of 34 Saturday-Sunday-Holiday One Way Trips
 The number of trips can be adjusted based upon reinstatement of currently suspended train trips. Route 99 is a bus network providing multiple connections with San Joaquin, Capitol Corridor, California Zephyr and Coast Starlight trains. The bus cost is prorated between Amtrak, Capitol Corridor and Caltrans routes based on the number of daily connecting buses serving a corridor or Amtrak trains.

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

INTERLINE ROUTE 20C

From: Sacramento	Via: Placerville, South Lake Tahoe / Wye
To: Stateline, NV	20C: Interline bus trips. There is an interline agreement with Amtrak where the vendor (El Dorado Transit) receives revenue from Amtrak ticket sales. There is one (1) roundtrip from Sacramento Via: Cameron Park, Placerville, Tahoe Y and to: Stateline, CA

INTERLINE ROUTE 21

From: Los Angeles	Via: Westwood (UCLA), Oxnard, Santa Barbara, University of Santa Barbara, Santa Maria, Grover Beach, San Luis Obispo, Cal Poly San Luis Obispo, Paso Robles, King City, Salinas
To: San Jose	21: Interline bus trips. There is an interline agreement with Amtrak where the vendor (American Star Tours) receives revenue from Amtrak ticket sales. There is one (1) roundtrip from Sacramento Via stops listed above.

BUS STANDARDS

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

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

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

<u>Incident</u>	<u>Assessment</u>
Failure of any motorcoach contractor employee to abide by the duties, responsibilities, and procedures of the applicable requirements and/or standards in this Appendix	\$300
Failures of any motorcoach contractor employee and/or of the motorcoach operation that affect the safety of passengers	\$500

APPENDIX C

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2023
FOR THE PROVISION OF
RAIL PASSENGER SERVICE

FISCAL YEAR 2024
October 1, 2023 – September 30, 2024
(Effective October 1, 2023)

FINANCIALS

Pursuant to Section 3 of the aforesaid Agreement, CCJPA’s maximum obligation during fiscal year 2024 to reimburse Amtrak under the said Agreement shall not exceed Thirty-Six Million, Two Hundred Eighty-One Thousand, Five Hundred and Thirty-Four Dollars (\$36,281,534). Funds for the said purpose have been authorized and made available by CCJPA for fiscal year 2024 pursuant to the laws of the State.

The aforesaid aggregate amount is hereby allocated as follows: San

Jose/Sacramento/Auburn Route* \$36,281,534

TOTAL \$ 36,281,534

* Includes:
1) Estimated \$15,774,480 for Pass-Through Charges (fuel, host railroad, connecting motorcoach, passenger inconvenience, and property buyback insurance) and

\$45,563,757 in Operating-Cost Obligations per Amtrak’s forecast to be reconciled against actual results per Section 3(a)(iii) and (iv) of this Agreement.

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

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

DRAFT

APPENDIX D

FAIR EMPLOYMENT PRACTICES ADDENDUM

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

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

3. Remedies for Willful Violation

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

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

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

APPENDIX E

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2023
FOR THE PROVISION OF
RAIL PASSENGER SERVICE

* * * * *

FISCAL YEAR 2024
October 1, 2023 – September 30, 2024
(Effective October 1, 2023)

ON-TIME PERFORMANCE STANDARDS

1. Delay Minutes – Train Operations

- (a) “Delay Minutes” are a Data-Based Standard collected in a manner described in Amtrak’s Service Standards Manual and other delay reporting procedures as updated from time to time. Delay Minutes are attributed to a variety of causes using a three-letter coding system (“Delay Codes”), and this information is used for a variety of purposes. As described in the Service Standards Manual, every time a train’s actual running time exceeds the pre-established optimum running time between stations, or whenever actual station dwell time exceeds designated station dwell time, delay has occurred. For purposes of this Appendix E, such an event shall be considered a “Delay Instance”; in the event that multiple events cause delay within the same segment, each such event shall be considered a separate Delay Instance. The total Delay Instances and their component Delay Minutes are reviewed and compiled in Amtrak’s On-Time Performance Monitor Report System (“MRS”), which shall be considered the definitive source of delay data for the purposes of this Agreement.
- (b) Delay Minutes identified by the Delay Codes described in the table below shall for purposes of this Appendix E be considered “Eligible Delay Minutes” and thus determine Incentives and Assessments depending on the duration of the delays as described in Section 1(j).

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

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

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

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

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

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

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

- (f) NOT USED

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

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

APPENDIX F

NATIONAL RAILROAD PASSENGER CORPORATION
and
CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2023
FOR THE PROVISION OF
RAIL PASSENGER SERVICE

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(Effective October 1, 2023)

STANDARDS FOR EMPLOYEE CONDUCT AND REVENUE COLLECTION

Employee Conduct

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

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

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

- f. Do not disturb the passengers' traveling experience with unprofessional conduct.
 - g. Assume responsibility for his/her personal safety, as well as the safety of other employees and passengers.
 - h. Be alert and vigilant at all times.
 - i. Do not lean against cars or structures, nor appear to stroll aimlessly on platforms.
 - j. Maintain an appropriate voice level to be heard and understood, but not boisterous or annoying to passengers.
 - k. Make appropriate announcements.
 - l. Tactfully enforce the smoking policy, as set forth in Section 3(a)(2) of this Appendix
 - m. Ensure that the Conductor is kept informed of any passenger problems, issues or service disruptions before taking any action, except in life-threatening emergency situations such as a derailment.
 - n. Be respectful of co-workers.
 - o. Assist, encourage, train and motivate fellow crew members.
 - p. Never relinquish your responsibilities to another employee who is observed as not "fit for duty".
 - q. Assist passengers with boarding and detraining.
 - r. Assist disabled passengers with meal service, movement to a feature car (if requested), restroom, etc.
 - s. Assist with wheelchair and wheelchair lift operation as necessary.
- (2) Chapter 7 of Service Standards Manual for Train Service and On-Board Service Employees, as amended from time to time, describes Policies and Procedures. Section A.13. of this chapter describes the Smoking Policy:
- Amtrak supports a smoke free environment and does not allow the use of tobacco products or electronic smoking devices on board trains and in stations, offices and other designated Amtrak facilities. All On-Train personnel are responsible for the enforcement of the smoking policy.
- (3) Chapter 8 of the Service Standards Manual for Train Service and On-Board Service Employees, as amended from time to time, describes Accounting, including Train Service Accounting Procedures. As described in Section 1 A.c of this chapter, the safe operation of the train will always take precedence over ticket collection and use of the eTicketing Mobile Device. As described in Section 1 A.e of this chapter, Conductors and Assistant Conductors are responsible for:
- a. Prompt revenue collection and remittance.

- b. Proper care and handling of all tickets, money, revenue tools and transportation documentation.
 - c. Using courtesy, tact and good judgment when interacting with passengers.
- (b) Amtrak's General Guidelines for Station Employees, as amended from time to time ("Guidelines"), contains general guidelines for station employees to supplement Amtrak policies and local and departmental rules. These Guidelines include the responsibilities listed Section 3(a)(1) of this Appendix, with the exception of those responsibilities described therein that are only performed on board a train. In addition, Station Employees' responsibilities also include the following:
- a. Unless busy at assigned work such as the ticket office, baggage area, etc., be available and in a position to offer assistance to customers.
 - b. See that passengers are directed to correct platform and train cars and do not board the wrong train.
 - c. Greet customers appropriately, courteously and pleasantly.
 - d. Assist passengers in wheelchairs in a timely manner, specifically when boarding and detraining.
- (c) The CCJPA will designate inspectors to verify that Amtrak Train Service, On-Board Service, and Station Employees are conducting themselves in accordance with those elements of the Service Standards Manual and/or General Guidelines for Station Employees that are described in this Section.
- (d) In the event that a designated CCJPA inspector asserts, based on personal observation, that an element of the Service Standards Manual or General Guidelines for Station Employees described in this Section has been violated by an Amtrak employee, the Managing Director or Transportation Services Manager for CCJPA shall notify the Amtrak Senior Director Accounts California of the alleged violation within two (2) business days via either electronic mail or the contact information specified in Section 9 of this Agreement and provide any related supporting information. Amtrak will investigate the alleged violation according to the provisions of any applicable collective bargaining agreement and will report to the CCJPA the outcome of this investigation.
- (e) The parties shall keep records of the alleged violations identified by the designated CCJPA inspectors. Upon the third and each subsequent instance of a specific Amtrak employee violating the Service Standards

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

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

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

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

APPENDIX G

NATIONAL RAILROAD PASSENGER CORPORATION

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AGREEMENT DATED 1 OCTOBER 2023
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TRAIN CONSIST VEHICLE AVAILABILITY STANDARDS

Equipment to be furnished by Amtrak

Consistent with the train timetables in force as of the effective date of this Agreement, Amtrak will supply to the CCJPA eight (8) equipment sets of serviceable rolling stock each day for train operations. Currently, Capitol Corridor Service is operating a reduced service that requires Amtrak to provide eight (8) equipment consists, but this level will revert to the prior nine (9) consist requirement when the service returns to its full pre-pandemic frequency levels. Amtrak will develop a daily Consist Plan for CCJPA review and approval. The daily Consist Plan will be provided with the CCJPA-approved line-up tool called Train Manager. Amtrak shall comply with the agreed upon Consist Plan. Amtrak will develop a Consist Plan email distribution list for the CCJPA approval. When changes are made to the Consist Plan, Amtrak shall immediately send email notification utilizing the Consist Plan email distribution list on file with the parties.

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

Equipment Deployment Plan for Train Consist Plan:

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

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

Equipment Allocation for Northern California

	F-59 Locomotives	Chiltrans Dash 8	SC-44 Charger Locomotives	Diners	Standard Coaches	Superliner Coach	Superliner Lounge	Business Class	Baggage-coaches	Club-bag-coaches	Comet 1B Coaches	NPCU	Venture 1A	Venture 1B	Venture 1C	Venture 1D	Venture 4A
Equipment Code	CL	OW	CG	CD/OF	CK/OC	LI/SJ	RJ	OM	CO	CJ/OB	CS	CQ	OG	OH			
San Joaquin	7	0	4	7.5	17	1.5	0	0	0	9.5	10	4	11	7	1	7	1
Capitol	8	0	4	8.5	12	1.5	0	0	8	8.5	0	0	0	0	0	0	0
OAK Protect	1	1	2	0	5	0	0	0	0	1	4	0	0	0	0	0	0
Retired	-3	0	0	0	0	0	0	0	0	0	0	0	11	7	1	7	1
Total OAK	13	1	10	16	34	3	1	0	6	19	14	4	0	0	0	0	0
Subtotal (LA)	0	0	14	10	21	8	1	10	0	11	0	0	0	0	0	0	0
Total	13	1	24	26	55	11	1	10	6	30	14	4	11	7	1	7	1

Assessments

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

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

DRAFT

APPENDIX H

NATIONAL RAILROAD PASSENGER CORPORATION

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REQUIRED REPORTS

1. Annually
 - a. By December 15, a final financial reconciliation of the previous fiscal year.
 - b. By August 31, the data required to submit to the State of California for the State Controller's Report, including total passengers, actual vehicle revenue hours (weekdays, Saturdays and Sundays), total vehicle revenue hours, revenue vehicle inventory (weekdays, Saturdays and Sundays), total vehicles in operation, total employees (public and contract).
 - c. By May 15, an estimate of the annual budget for the coming fiscal year that identifies train and bus operating expenses, train and bus revenues, project expenses, equipment insurance expenses, operating loss, funding requirements for CCJPA and Amtrak, and other expenses, passengers, and passenger miles.
 - d. By July 15, all Amtrak operating and capital invoices for services rendered through June 30. If invoices are not yet available, then Amtrak agrees to provide information for accruals (including a description of the service, the service period for the expense, and the amount of the invoice). Final invoices for services rendered through June 30 must be received by August 15.
2. Quarterly (within 30 days of the end of the quarter)
 - a. Data-Based Incentives and Assessments
 - b. Bus invoices (although sent as they arrive to Amtrak)
 - c. Department FTE (if above 90% staffing level)
3. Monthly (within 45 days of the end of the month)
 - a. Monthly Revenue & Expense Statement
 - b. Amtrak Reservation and Call Center data – total calls, number of calls transferred to Capitol CCJPA Call Center
 - c. Amtrak Call Center comments with redacted names and identifying information
 - d. Scorecard Report – metrics for Finance, Commercial, and Operational KPIs
 - e. Customer Satisfaction (CSI)
 - f. CA Bus Miles (Total Passengers and Passenger Miles)
 - g. Bus invoices

4. Monthly (within 30 days of the end of the month)
 - a. Fiscal Year Ridership and Revenue
 - b. Route 37 Capitols Ridership and Revenue
 - i. Ridership and Ticket Revenue by Month and Class of Service
 - ii. Ridership and Ticket Revenue by Station Pair (Top 25)
 - iii. Ridership, Ticket Revenue, Passenger Miles by Train
 - iv. Ridership and Ticket Revenue by Train & Date
 - v. Ridership and Ticket Revenue by Train & Class of Service
 - vi. Station Boardings and Alightings by Train
 - vii. Station Boardings and Alightings
 - viii. Promotion Performance (Promotion Codes & Passenger Types) & Top 10 Station Pair bookings by Promotion
 - ix. Multi-Ride Pass Sales by Month of Travel
 - c. On Time Performance (OTP) End-point, Station and Customer OTP by route, by train, by station
 - d. Food & Beverage sales, including spoilage
 - e. Path to market
 - f. Ground Power connectivity for San Jose
 - g. California Thruway bus lift report (monthly summary)
 - h. Thruway bus revenue by route/bus segment
 - i. Department FTE (if below 90% staffing level required to run current level of service)
5. Weekly
 - a. Oakland Action report
6. Daily (by 9:00 a.m. next day)
 - a. Western Division 24-hour report
 - b. Amtrak Daily Situational Awareness report

Train

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

Bus

- a. California Thruway Bus Report (DAILY)
 - 1) Passenger Count by Bus and Date
 - 2) Passenger Ticket Lifts by Ticket Type
 - 3) Passenger Ticket Lifts by Lift Type
 - 4) Origin-Destination by Bus Schedule and Date
 - 5) Origin-Destination by Bus Route

- 6) Average Riders per Day
- 7) Bus Transactions With Ticket Type by bus number

7. Immediately (as soon as possible)

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

8. Ad Hoc (as requested by CCJPA)

- a. Projected cost estimate for special service/trains

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

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

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

Assessments

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

APPENDIX I

NATIONAL RAILROAD PASSENGER CORPORATION

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CUSTOMER SATISFACTION

CSI (Customer Satisfaction Indices)

- (a) Each month, Amtrak contacts a random sample of its passengers via e-mail after the conclusion of a train trip with Amtrak and asks them to rate their perceptions of various attributes of their experience on a numerical scale. Results from multiple passengers are compiled to produce Customer Satisfaction Index or CSI Scores, both for specific trip attributes (“Single Attribute CSI”) and on an overall basis (“Overall CSI”). CSI Scores are compiled monthly, and for the purposes of this section will be calculated as a 3-month average on a quarterly basis.
- (b) Amtrak and the CCJPA have determined that the following CSI Scores are important measures of the success of the Service, and have therefore established them as a Data-Based Standard as defined in Section 1(j) with the following Targets, Incentive Thresholds, and Incentives as follows:
 - 1) Targets are the Parties’ expectations of the average CSI Score results for the term of the agreement.
 - 2) Incentive Thresholds are the CSI Scores at or above which the CCJPA agrees to pay Amtrak Incentives.
 - 3) Incentives are the amounts that the CCJPA will pay Amtrak in the event an CSI Score is at or above an Incentive Threshold. These amounts shall be fixed irrespective of how much the CSI Scores exceed the Incentive Thresholds.

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

APPENDIX J

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STANDARDS FOR MAINTENANCE OF STATIONS

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

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

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

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

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

- b. Amtrak Staffed and Maintained. At Amtrak Staffed and Maintained stations, Amtrak staffs a ticket counter and may provide baggage services; provides regular janitorial services; provides certain building maintenance and repair services; and removes snow and ice from platform areas and non-platform areas as necessary.
- (a) General Conditions. Amtrak will maintain these stations on a daily basis to appear neat, clean, and free of graffiti. The station areas will be kept free of dangerous and hazardous materials such as broken glass, bottles and cans or other materials, which could be a threat to public health or safety. Amtrak shall provide Amtrak's janitorial service vendor's schedule by station and be notified when the schedule changes.
 - (b) Daily Janitorial Services. Amtrak shall furnish all labor, tools, materials and equipment necessary to perform required janitorial services. Restrooms will be cleaned twice a day and spot checked every four hours. Floors will be mopped and/or swept daily, and additionally as needed during inclement weather. Carpeted areas will be vacuumed daily. Trash and recycling containers as applicable will be emptied daily or as necessary.
 - (c) Periodic Cleaning. Approximately once each month, where applicable, restroom deodorizers will be serviced; where applicable, entrance mats will be replaced and cleaned. Approximately twice each month, station seating areas will be wiped down; exterior windows reachable without a ladder will be washed. Approximately annually, fabric seating areas will be steam cleaned.
 - (d) Exterior Maintenance. Where applicable, lawns, landscaped areas, and irrigation systems will be maintained and cleared of litter. Snow and ice will be removed in a timely manner.
 - (e) Seasonal Maintenance. Where applicable, heating and cooling systems will be inspected in the spring and fall and serviced as necessary.
- c. Amtrak Staffed, Shared Maintenance. At Amtrak Staffed, Shared Maintenance stations, Amtrak staffs a ticket counter and may provide baggage services. Regular janitorial services, building maintenance and repair services, and snow and ice removal from non-platform areas are provided by a party other than

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

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

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

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

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

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

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

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

In the event that a designated CCJPA inspector asserts, based on personal observation, or is presented with photographic or other evidence, that a Station is not being maintained as described in this section, the Transportation Officer or their designee for CCJPA shall notify the Senior Director, Accounts California and the Superintendent II of Stations & OBS for Amtrak of the alleged situation within one (1) business day via either electronic mail or the contact information specified in Section 9 of this Agreement and provide any related supporting information or photographs.

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

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

Stations, Classification, and Selected Maintenance Data

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

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

APPENDIX K

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2023
FOR THE PROVISION OF
RAIL PASSENGER SERVICE

* * * * *

FISCAL YEAR 2024
October 1, 2023 – September 30, 2024
(Effective October 1, 2023)

SAMPLE SUMMARY INVOICE
AND SAMPLE REVENUE AND EXPENSE STATEMENT

DRAFT



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

Invoice No.
90269527

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

Customer No	Due Date
3001494	02/29/2024
Invoice Date	Amount Due
01/28/2024	\$2,458,959.61

Amount Enclosed \$

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

Sales Order No 50028310 Amtrak Contact Jason R Sklarz
 Customer No 1001190 Customer Contact Tranika White

Srv. Month	PO / Contract Number	Amount
Jan, 2024	PRIIA 209 FY24 Oct 2023 Operating	\$2,458,959.61

Subtotal: \$2,458,959.61
Advance Payment Applied: \$0.00
Total due this Invoice: \$2,458,959.61

Interest will be charged on late payments in accordance with the terms and conditions of the contract.
 Please include customer name, customer number and our invoice number on your remittance to ensure your payment is credited to your account.

Questions regarding this document may be directed to:

Jason R Sklarz

or write to:

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

Amtrak hereby certifies that the accompanying invoice has been prepared and is presented in a manner that: (1) is made in good faith and in compliance with the requirements of the Agreement; (2) is consistent with the Amtrak's books and records, and that the supporting data are accurate and complete; (3) the amount(s) requested includes only allowable costs eligible for payment in accordance with the terms of the Agreement; and (4) the amount(s) requested accurately reflects the amount of payment to which Amtrak is entitled.

Invoice
 90269527

CUSTOMER COPY

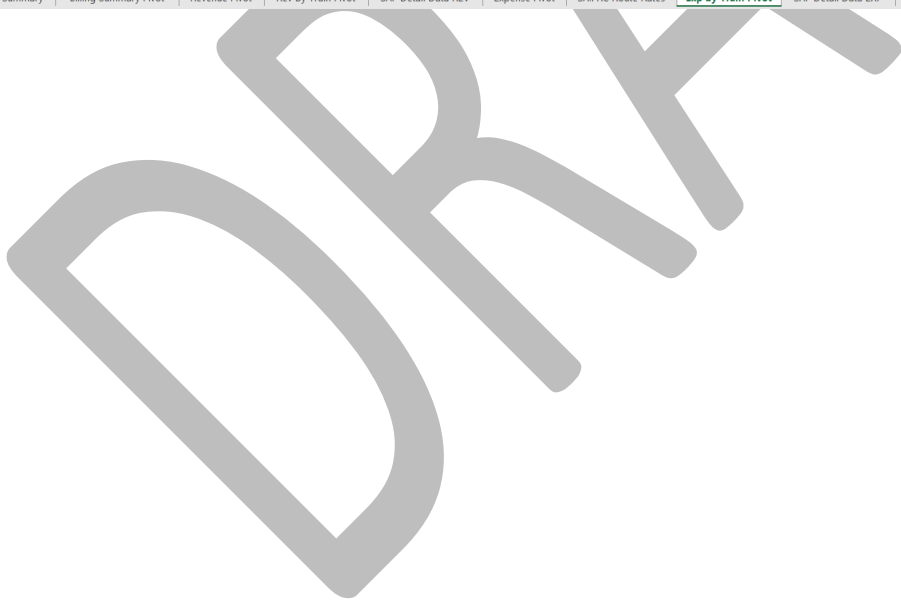
NRPC 1808 (4/91) PLEASE RETAIN THIS PORTION FOR YOUR RECORDS Page 1 of 1

CC/PA RT 37	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Total	Annual Forecast	Monthly Forecast
REVENUE															
Coach	(2,181,956.58)	-	-	-	-	-	-	-	-	-	-	-	(2,181,956.58)	(22,621,912.64)	(1,885,159.39)
Business class	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
First class	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sleeper Car	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ticket Revenue	(2,181,956.58)	-	-	-	-	-	-	-	-	-	-	-	(2,181,956.58)	(22,621,912.64)	(1,885,159.39)
Other Pax Revenue	6,005.77	-	-	-	-	-	-	-	-	-	-	-	6,005.77	(623,087.36)	(51,923.95)
Food and Beverage	(119,754.92)	-	-	-	-	-	-	-	-	-	-	-	(119,754.92)	(1,126,878.48)	(93,906.54)
Other Revenue	(98,181.12)	-	-	-	-	-	-	-	-	-	-	-	(98,181.12)	(684,823.31)	(57,088.61)
NEC Through-Revenue Credit	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Charge per Passenger mile on NEC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL REVENUES	(2,393,886.85)	-	-	-	-	-	-	-	-	-	-	-	(2,393,886.85)	(25,056,701.79)	(2,088,058.49)
OPERATING COSTS															
Train and Engine Crew Labor	1,276,105.85	-	-	-	-	-	-	-	-	-	-	-	1,276,105.85	16,406,706.92	1,367,225.58
On-board Services	322,038.02	-	-	-	-	-	-	-	-	-	-	-	322,038.02	3,269,135.72	272,427.98
Car and Locomotive Maintenance	1,095,971.98	-	-	-	-	-	-	-	-	-	-	-	1,095,971.98	13,784,219.08	1,148,684.92
Stations	404,477.46	-	-	-	-	-	-	-	-	-	-	-	404,477.46	5,560,446.02	463,370.50
Yard Operations	50,607.83	-	-	-	-	-	-	-	-	-	-	-	50,607.83	621,911.80	51,825.98
Credit Card Fees	57,928.42	-	-	-	-	-	-	-	-	-	-	-	57,928.42	615,638.78	51,303.23
Call Center	57,604.25	-	-	-	-	-	-	-	-	-	-	-	57,604.25	794,037.95	66,169.83
Dispatching	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
G&A	225,700.97	-	-	-	-	-	-	-	-	-	-	-	225,700.97	3,743,648.22	311,970.69
Commercial Performance	48,000.76	-	-	-	-	-	-	-	-	-	-	-	48,000.76	768,012.16	64,001.01
On-board Wifi	15,693.95	-	-	-	-	-	-	-	-	-	-	-	15,693.95	-	-
Total Route-Level and Support Costs	3,554,129.50	-	-	-	-	-	-	-	-	-	-	-	3,554,129.50	45,563,756.65	3,796,979.73
Pass-Through Costs															
Host Railroad Maintenance of Way	399,699.71	-	-	-	-	-	-	-	-	-	-	-	399,699.71	4,574,542.18	381,211.85
Host Railroad Performance Incentives	186,975.50	-	-	-	-	-	-	-	-	-	-	-	186,975.50	2,078,300.25	173,191.69
Synthetic Host Railroad	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Host Railroad	586,675.21	-	-	-	-	-	-	-	-	-	-	-	586,675.21	6,652,842.43	554,403.54
Fuel	408,878.52	-	-	-	-	-	-	-	-	-	-	-	408,878.52	4,779,278.18	398,273.18
Diesel Emissions Fluid	14,129.95	-	-	-	-	-	-	-	-	-	-	-	14,129.95	146,420.87	12,201.74
Electric Traction Power	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fuel and Power	423,008.47	-	-	-	-	-	-	-	-	-	-	-	423,008.47	4,925,699.05	410,474.92
Route Advertising	15,380.49	-	-	-	-	-	-	-	-	-	-	-	15,380.49	-	-
Connecting Motor Coach	275,582.52	-	-	-	-	-	-	-	-	-	-	-	275,582.52	3,400,412.29	283,367.69
Passenger Inconvenience	688.31	-	-	-	-	-	-	-	-	-	-	-	688.31	34,132.49	2,844.37
Property Buy Back Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-	761,393.33	63,449.44
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Pass-Through Costs	1,301,335.00	-	-	-	-	-	-	-	-	-	-	-	1,301,335.00	15,774,479.59	1,314,539.97
TOTAL Operating Costs	4,855,464.50	-	-	-	-	-	-	-	-	-	-	-	4,855,464.50	61,338,236.24	6,076,398.15
Estimated State Payment (or Credit)	2,461,577.65	-	-	-	-	-	-	-	-	-	-	-	2,461,577.65	36,281,534.45	3,023,461.20
Less: State Share Paid	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Amount Due	2,461,577.65	-	-	-	-	-	-	-	-	-	-	-	2,461,577.65	-	-
Statistics															
Whole riders	92,004	-	-	-	-	-	-	-	-	-	-	-	92,004	1,188,600	99,050
Portrated riders	92,004	-	-	-	-	-	-	-	-	-	-	-	92,004	1,188,600	99,050
Passenger miles	6,863,486	-	-	-	-	-	-	-	-	-	-	-	6,863,486	81,558,000	6,796,500
Through Passenger Miles on NEC	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Passenger Miles	6,863,486.00	-	-	-	-	-	-	-	-	-	-	-	6,863,486.00	81,558,000.00	6,796,500.00
Train miles	85,202	-	-	-	-	-	-	-	-	-	-	-	85,202	990,454	82,538
Available Seat Miles	22,349,682	-	-	-	-	-	-	-	-	-	-	-	22,349,682	256,565,308	21,380,442
Frequency of Train Trips (ST_FTTX)	724	-	-	-	-	-	-	-	-	-	-	-	724	8,562	714
Allocated Gallons	124,334	-	-	-	-	-	-	-	-	-	-	-	124,334	-	-
Fuel Cost	408,878.52	-	-	-	-	-	-	-	-	-	-	-	408,878.52	-	-
Cost per gallon	3.2885	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	3.2885	-	-
Call Center Mins (ST_ILKX)	29,389.93	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Car trips (ST_PUTX)	2,962	-	-	-	-	-	-	-	-	-	-	-	-	-	-
WiFi Coach Miles (ST_UMX)	261,566	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Unit Miles (ST_UMX with equip type)	437,199	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Unit Months (ST_UUX with equip type)	0.073	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Conductor Labor Hours (SAP_ST_ILHX)	7,704.40	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Engineer Labor Hours (SAP_ST_ELHX)	4,036.78	-	-	-	-	-	-	-	-	-	-	-	-	-	-
OLB Labor Hours (SAP_ST_OLHX)	3,865	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Rev/Exp	Category	Description	Sum of Amount
Revenue	Ticket Revenue	Ticket Revenue - Passenger Ticket Rev	(1,979,585.93)
		Ticket Revenue - Usa Rail Pass	(2,202.80)
		Ticket Revenue - Auto And Bicycle	(2,292.00)
		Ticket Revenue - Sleeping Car	(66.00)
		Ticket Revenue - Sleeper/Class Trans.	(51.00)
		Ticket Revenue Total	(1,984,197.73)
	Other PAX Rev	Other PAX Rev - Passenger Other	(400.77)
		Other PAX Rev - Private Car Rev	(61.38)
		Other PAX Rev - TKT Rev Cont/Trans Vouch	8,894.20
		Other PAX Rev - Pax Ticket Cancel Fees	(40,827.47)
		Other PAX Rev - AGR (Contra)	2,296.38
		Other PAX Rev - AGR PFA/GC/Purch Costs	233.83
		Other PAX Rev - Deferred Rev Adj	(133,160.49)
		Other PAX Rev Total	(163,025.79)
	Other Revenue	Other Revenue - Amtrak.Com Internet Tip	(29,746.00)
		Other Revenue - Merchandise Sales	(0.04)
		Other Revenue - Loyalty Marketing Rev	(1,231.32)
		Other Revenue - Misc Station Revenue	(449.06)
		Other Revenue - Co-Brand Commissions	(14,044.74)
		Other Revenue - Sub Premiums Earned	(6,439.18)
		Other Revenue - Tsm Fed Ex Fees	(4.25)
		Other Revenue Total	(51,914.59)
	Food Beverage Revenue	Food Beverage Revenue - Food And Bev Rev	(101,563.28)
		Food Beverage Revenue - Food And Bev Dis	3,829.94
		Food Beverage Revenue Total	(97,733.33)
Revenue Total			(2,298,871.34)
Expense	TE Crw Lab	TE Crw Lab - Nstnh Supv - NTNL	117,545.16
		TE Crw Lab - Cond OT - NTNL	51,513.74
		TE Crw Lab - Cond ST - NTNL	477,167.53
		TE Crw Lab - Engg ST - NTNL	306,433.32
		TE Crw Lab - Engg OT - NTNL	35,387.96
		TE Crw Lab - Reg Supv - SW	7,096.28
		TE Crw Lab - Distr Supv - Pacif	82,097.18
		TE Crw Lab - Crew Supv - MCD	23.69
		TE Crw Lab - Crew Supv - OJ	53,559.67
		TE Crw Lab - Crew Supv - SAC	53,704.79
		TE Crw Lab Total	1,224,527.33
	Car Loc Mt	Car Loc Mt - Car Cin In - NTNL	324,749.48
		Car Loc Mt - Loc Cin In - CBCL - NPCU	197.02
		Car Loc Mt - Cor Sch Mt - CBCL - NPCU	237.27
		Car Loc Mt - Cor Sch Mt - DXCC - CH SC44	235,589.20
		Car Loc Mt - Cor Sch Mt - DWCL - F59PHI	115,053.72
		Car Loc Mt - Cor Sch Mt - OYCK - CA Cin	31,039.89
		Car Loc Mt - Cor Sch Mt - OYCK - CA Cab	135,126.02
		Car Loc Mt - Cor Sch Mt - OYCK - CA Coach	140,661.46
		Car Loc Mt - Cor Sch Mt - OYCK - CA Ch B	56,592.60
		Car Loc Mt - Loc Cin In - DXCC - CH SC44	45,580.08
		Car Loc Mt - Loc Cin In - DWCL - F59PHI	26,307.40
		Car Loc Mt Total	1,151,127.28
	STAs	STAs - Nstnh Supv - NTNL	5,248.92
		STAs - STA Tech - NTNL	1,978.97
		STAs - STA Maint - EMY	5,478.69
		STAs - TA - MTZ EVNT	429.24
		STAs - TA - OJL EWT	827.82
		STAs - STA Maint - MTZ	3,412.65
		STAs - STA Maint - OKJ	18,789.67
		STAs - STA Maint - SAC	34,151.43
		STAs - STA Maint - SIC	693.24
		STAs - STA Maint - XCA	26,733.54
		STAs - STA Maint - DAV	2,649.29
		STAs - STA OPs - DAV	1,458.74
		STAs - STA OPs - EMY	2,783.75
		STAs - STA OPs - MTZ	6,484.24
		STAs - STA OPs - OKJ	6,985.42
		STAs - STA OPs - SAC	21,756.61
		STAs - STA OPs - SIC	3,814.68
		STAs - STA OPs - XCA	7,472.59
		STAs - TA - MTZ FLAT	12,554.00
		STAs - TA - OJL FLAT	14,256.00
		STAs - Reg Super - SW	17,885.21
		STAs - TA TKT OT - SAC	6,026.32
		STAs - TA TKT ST - SAC	79,551.04
		STAs - TA TKT OT - DAV	597.13
		STAs - TA TKT OT - MTZ	9,310.24
		STAs - TA TKT OT - OKJ	7,758.63
		STAs - TA TKT OT - SIC	16,372.74



Sum of Billed Amount		Category Id																
Expense Type	WBS Element	Train Id	CALL CENTER	CAR AND LOCOMOTIVE MAINTENANCE	COMMERCIAL PERFORMANCE	CONNECTING MOTOR COACH	CREDIT CARD FEES	EXPENSE	FUEL AND POWER	G&A	HOST RAILROAD	ON-BOARD SERVICES	ON-BOARD WIFI	PASSENGER INCONVENIENCE	STATIONS	TRAIN AND ENGINE CREW LABOR	YARD OPERATIONS	Grand Total
EXP_AMT		05210	60,670.00	35,802.31	48,000.76		52,601.73	827.82		221,525.94		17,407.78	(1,100.74)		193,523.64	354,026.79		948,584.66
		05220		28,224.02									0.00					34,701.57
		05230		36,840.89									0.00					28,224.02
		05240		37,082.77									0.00					36,840.89
		05250		27,598.91									0.00					37,082.77
		05270		36,769.64									0.00					27,598.91
		05280		38,327.86									0.00					36,769.64
		05290		43,158.66									0.00					38,327.86
		05310		28,224.02									0.00					43,158.66
		05320		36,769.64									0.00					28,224.02
		05340		27,455.76									0.00					36,769.64
		05360		27,277.43									0.00					27,455.76
		05380		43,697.72									0.00					27,277.43
		05400		27,887.40									0.00					43,697.72
		05410		35,246.29									0.00					27,887.40
		05420		36,350.61									0.00					35,246.29
		05430		28,079.82									0.00					36,350.61
		05440		27,925.31									0.00					28,079.82
		05450		27,291.95									0.00					27,925.31
		05460		37,585.10									0.00					27,291.95
		05470		36,903.36									0.00					37,585.10
		05480		27,249.66									0.00					36,903.36
		05490		27,277.43									0.00					27,249.66
		05510		27,070.38									0.00					27,277.43
		07200		13,534.02									0.00					27,070.38
		07230		17,618.53									0.00					13,534.02
		07240		17,622.06									0.00					17,618.53
		07270		17,550.81									0.00					17,622.06
		07280		17,618.53									0.00					17,550.81
		07290		21,101.97									0.00					17,618.53
		07320		17,550.81									0.00					21,101.97
		07330		14,334.02									0.00					17,550.81
		07340		13,216.94									0.00					14,334.02
		07360		19,972.92									0.00					13,216.94
		07370		17,019.03									0.00					19,972.92
		07380		13,965.02									0.00					17,019.03
		07410		17,622.06									0.00					13,965.02
		07420		17,925.27									0.00					17,622.06
		07430		18,736.25									0.00					17,925.27
		07440		17,622.06									0.00					18,736.25
		07450		13,145.71									0.00					17,622.06
		07460		13,145.71									0.00					13,145.71
		07470		17,856.26									0.00					13,145.71
		07480		18,736.25									0.00					17,856.26
		07490		13,066.67									0.00					18,736.25
		07510		13,965.02									0.00					13,066.67
	A.0547.000	05210		1,867.39									550.37					13,965.02
	A.0734.000	07200		197.02									0.00					2,417.76
	A.0745.000	05210											550.37					197.02
	A.8933.700						(18.30)											550.37
	L.6163.990000									1,737.37								(18.30)
	L.6174.990000																	1,737.37
EXP_AMT Total			60,670.00	1,151,127.27	48,000.76		52,583.43	1,257.06	429.24	223,263.31		17,407.78	0.00		193,523.64	354,026.79		2,101,860.05
SAP_EXP	A.0521.000											4,860.44				20,775.77		25,636.21



APPENDIX L

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2023
FOR THE PROVISION OF
RAIL PASSENGER SERVICE

* * * * *

FISCAL YEAR 2024
October 1, 2023 – September 30, 2024
(Effective October 1, 2023)

STANDARDS FOR MAINTENANCE AND CLEANING OF EQUIPMENT

Equipment (Rolling Stock)

- (a) Amtrak will provide the CCJPA with passenger equipment (rolling stock) of the type and number to be used in the Service as specified Appendix G.
- (b) Regulatory Requirements. All equipment provided by Amtrak shall be maintained to meet the requirements of applicable orders, consent decrees, and regulations, including those of the Federal Railroad Administration (FRA), Food and Drug Administration (FDA).
- (c) Equipment Maintenance. As part of providing the equipment for the Service, Amtrak will maintain the equipment according to its standard maintenance procedures for Amtrak-owned equipment and to the standards provided in the Renegotiated Maintenance and Transfer Agreement (“RMTA”) for equipment provided by the State of California. The primary location for the maintenance of the equipment used in the Service is Oakland Maintenance Facility (OMF) (“Primary Maintenance Location”). While certain minor repairs may be able to be performed away from the Primary Maintenance Location, many repairs require personnel, tools, and supplies that are only available at the Primary Maintenance Location.
- (d) When equipment is released from the Primary Maintenance Location to receive passengers, Amtrak shall meet the requirements described in Section (b) and endeavor to have the following conditions in effect:

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

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

Amtrak shall use alternative equipment where available according to the requirements of the Section 209 Methodology, delay the train until these conditions can be met, or shall otherwise cancel the train. Before cancelling a train, Amtrak will notify a CCJPA representative.

(2) Rolling stock, spares, and capital assets belonging to the Caltrans, shall not be stripped of parts to use on other equipment, unless Amtrak receives prior written approval from CCJPA. CCJPA will notify Caltrans on a weekly basis when Amtrak borrows safety critical parts from State-owned equipment. Amtrak shall submit a request in writing to CCJPA who will convey the same to SJJPA prior to borrowing parts from equipment, the request will include the reason for borrowing and the plan to replenish borrowed parts. If this step creates a delay or possible annulment in a train, Amtrak may borrow the parts and follow-up in writing to CCJPA who will convey the same to SJJPA within 24 hours without any assessment being incurred. Failure to receive approval from CCJPA prior to use of borrowed equipment will result in an assessment of \$500 per incident.

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

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

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

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

Procedure	Description	Turnaround	Layover	Periodic Maint.
Trash removal	Empty trash containers, pick up trash and paper	Yes	Yes	Yes
Replenish supplies	Stock each car with papers, soap, trash bags, drinking cups, head rest covers, site specific magazines, emergency evacuation cards, with each item attractively displayed and ready for dispensing, as applicable	Yes	Yes	Yes
Sweeping and vacuuming	Sweep or vacuum to remove dust, dirt and debris from carpeted and non-carpeted areas, including vestibules	Yes	Yes	Yes
Food service areas	Remove food particles, dust, grease, gum, and other debris	Yes	Yes	-
Cleaning interior windows, glass, and mirrors	Clean interior windows, mirrors, glass partitions, and glass panels to be clean and clear with no fingerprint marks, film, streaks, smears, dust, or dirt buildup	As time permits	Yes	Yes
Disinfecting	Using approved heavy duty and germicidal cleaners as necessary, disinfect lavatories, food service areas, and other interior areas	As time permits	Yes	Yes
Spot shampoo/spot cleaning	As needed and as time permits, remove spots and stains from upholstery	As time permits	Yes (where equipped)	Yes
Mopping/scrubbing	Mop and scrub non-carpeted flooring	As time permits	Yes	Yes
Gum removal	Using gum remover, putty knife, sponge, and brush, remove gum	As time permits	Yes	Yes
Washing and scrubbing	Wash and scrub interior surfaces as necessary to remove dirt and grime not captured by other cleaning methods	As time permits	Yes	Yes
Stainless steel cleaning/polishing	Clean and polish stainless steel surfaces to be free of grime, spots, and streaks	As time permits	Yes	Yes

Exterior	Remove road film, dirt, and grease from car and locomotive body. Use automated train washer where available and possible.	-	As time, and facilities, and weather permit	Yes
Shampooing carpet	Shampoo horizontal and vertical carpeted surfaces for appearance and longer life	-	-	Yes
Blowing the car	Remove upholstery and open access panels. Using compressed air tools, blow air to remove dust, dirt, lint, cobwebs, and debris	-	-	Yes (where equipped)

- (3) The CCJPA and Amtrak acknowledge that in the regular course of passenger train operations, passengers may quickly soil the passenger service equipment, particularly in cases of inclement weather. Therefore, the cleaning standards described above are to be judged prior to the arrival of any passengers at a train's initial terminal.
- (f) The CCJPA will designate State inspectors to verify that the appropriate maintenance and cleaning procedures are being performed, and that Amtrak has achieved the conditions described in this Appendix. Inspections will generally be performed at the initial terminal prior to passengers boarding. If inspections are performed en route, Amtrak shall not be subject to any warnings or penalties based on the discovery of any conditions not consistent with the processes and schedules described in Sections (c) and (d) of this Appendix, although Amtrak shall correct any reported deficiencies as described elsewhere in this Appendix. Inspectors shall identify themselves to relevant Amtrak personnel and shall conduct their inspections so as not to interfere with Amtrak employees or create delays. Inspectors may review applicable sections of Amtrak's maintenance and cleaning standards and manuals at designated Amtrak facilities.
- (g) In the event an inspector discovers an alleged safety condition, the inspector shall immediately notify the Amtrak crew, who shall in their sole discretion determine how to address the alleged safety condition, and the CCJPA shall then notify the Senior Director Mechanical Operations, Mechanical Superintendent, and the Senior Director Accounts California for Amtrak of the alleged safety hazard as soon as possible and provide any related supporting information, such as car number. Amtrak will investigate the alleged safety condition in cooperation with the State and, if necessary, develop a corrective action plan and a repair schedule within 3 business days for remediating the alleged safety condition, with the understanding that some conditions may remove equipment from revenue service and

some repairs may require the equipment to cycle through the Primary Maintenance Location. The Primary Maintenance Location is 1303 3rd Street, Oakland, California 94607.

- (h) In the event an inspector discovers conditions not as described in Section (c)(1) of Appendix L, the CCJPA shall notify the Senior Director Mechanical Operations, Mechanical Superintendent, and the Senior Director Accounts California for Amtrak of the alleged deficiencies within two (2) business days and provide any related supporting information, such as car number. Amtrak will investigate the alleged deficiencies in cooperation with the CCJPA and will develop a corrective action plan and a repair schedule within three (3) business days for repairing these deficiencies, with the understanding that some repairs may require the equipment to cycle through the Primary Maintenance Location. Amtrak will then perform the repairs specified within the plan and will notify the CCJPA when the repairs are completed.
- (i) In the event an inspector discovers conditions not consistent with the processes and schedules described in Section (d) of this Appendix, the CCJPA shall notify the Senior Director Mechanical Operations, Mechanical Superintendent, and the Senior Director Accounts California for Amtrak of the alleged deficiencies within two (2) business days and provide any related supporting information. Amtrak will investigate the alleged deficiencies in cooperation with the State within three (3) business days to determine if there were any mechanical or operational exigencies that prevented the procedures from being correctly performed, will remedy the deficiencies, and will notify the CCJPA when the deficiencies have been remedied.
- (j) From time to time, the CCJPA may want to provide feedback to Amtrak about its inspections in a more informal manner. The CCJPA may, at its sole discretion and on a case-by-case basis, elect to provide Amtrak the notices described in Sections (g) and (h) informally to the Senior Director Accounts California and/or the Vice President – California Service, and may waive or modify some or all of the requirements for receiving subsequent related notices from Amtrak described in these sections. Informal reports shall not be eligible for the penalties described in Section (j).

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

Incident	Assessment
Provision of equipment at the initial terminal with any observable safety hazards as described in Section (c)(1) of this appendix.	\$500
Each occurrence per equipment unit per day where Amtrak does not meet the plan and repair schedule for remedying any deficiencies identified by the State where equipment does not meet the other conditions described in Section (c)(1) of this appendix	\$300
After two warnings, the third and each subsequent occurrence per consist per day where cleaning has been performed that does not meet conditions described in Section (d)(2) in the absence of any mechanical or operational exigencies.	\$300
Per incident per day where rolling stock spares, or capital assets for borrowing parts and equipment and CCJPA and Caltrans have not been notified as described in section (c)(3).	\$300

APPENDIX M

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2023
FOR THE PROVISION OF
RAIL PASSENGER SERVICE

* * * * *

FISCAL YEAR 2024
October 1, 2023 – September 30, 2024

FULL SERVICE (PRE-COVID-19 LEVELS)

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

CAPITOL CORRIDOR Westbound - Weekdays

Effective /13/2017-6/31

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

CAPITOL CORRIDOR Westbound - Weekends and Holidays

Effective 1/13/17-6/31/1

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

CAPITOL CORRIDOR Eastbound - Weekdays

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

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

CAPITOL CORRIDOR Eastbound - Weekends and Holidays

Effective 1/3/17-6/3/18

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

APPENDIX N

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2023
FOR THE PROVISION OF
RAIL PASSENGER SERVICE

* * * * *

FISCAL YEAR 2024
October 1, 2023 – September 30, 2024
(Effective October 1, 2023)

* * * * *

RESERVED

DRAFT

APPENDIX O

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2023
FOR THE PROVISION OF
RAIL PASSENGER SERVICE

* * * * *

FISCAL YEAR 2024
October 1, 2023 – September 30, 2024
(Effective October 1, 2023)

LETTER OF UNDERSTANDING WITH STATE AND CCJPA EQUIPMENT
MAINTENANCE RESPONSIBILITIES

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

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

APPENDIX D
MAY 29 2007

DEPARTMENT OF TRANSPORTATION
DIVISION OF RAIL
1120 N STREET
P. O. BOX 942874 - MS 74
SACRAMENTO, CA 94274-0001
PHONE (916) 653-542
FAX (916) 653-4565
11Y 711

*Flex your power!
Be energy efficient!*

REC'D

MAY 29 2007

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

May 25, 2007

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

Dear Mr. Skoropowski:

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

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

Sincerely,



WILLIAM D. BRONTE
Chief
Division of Rail

Enclosure

APPENDIX D

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DEPARTMENT OF TRANSPORTATION

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

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May 25, 2007

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

Dear Mr. Skoropowski:

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

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

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

The CCJPA is responsible for all other maintenance administration issues.

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

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

APPENDIX D

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

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

Sincerely,



WILLIAM D. BRONTE

Chief
Division of Rail

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

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

By:



EUGENE K. SKOROPOWSKI, AIA
Managing Director

5/30/2007
Date

c: Carol Gambrel, Amtrak

APPENDIX P

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2023
FOR THE PROVISION OF
RAIL PASSENGER SERVICE

* * * * *

FISCAL YEAR 2024
October 1, 2023 – September 30, 2024
(Effective October 1, 2023)

SERVICE PRICING

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

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

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

Appendix P, Schedule A
 CCJPA/Amtrak Operating Contract Payment Schedule

FY2024		APT_RT_37: Capitols		As a reminder, this is only for Amtrak. COSI will remain the same													
State Operating Forecast Calculation		FY2024 Charge		Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Cross Check	
REVENUE		% Allocation		8.66%	8.81%	8.21%	7.77%	7.53%	8.55%	8.45%	8.61%	8.17%	8.18%	8.55%	8.49%	100.00%	
Coach	\$	22,621,913															0.00%
Business Class	\$	-															0.00%
First Class	\$	-															0.00%
Sleeper Car	\$	-															0.00%
Passenger Other	\$	623,087															0.00%
Ticket Revenue		23,245,000.00		2,013,190.26	2,048,318.18	1,907,814.68	1,807,021.49	1,751,364.80	1,987,823.15	1,964,265.23	2,002,354.03	1,899,214.51	1,902,263.70	1,987,453.42	1,973,916.54	23,245,000.00	
Food & Beverage		1,126,878.48		97,596.08	99,299.02	92,487.65	87,601.36	84,903.22	96,366.32	95,224.27	97,070.75	92,070.72	92,218.54	96,348.40	95,692.15	1,126,878.48	
Other Revenue		684,823.31		59,310.80	60,345.71	56,206.32	53,236.84	51,597.14	58,563.46	57,869.42	58,991.56	55,952.95	56,042.78	58,552.57	58,153.76	684,823.31	
Total Revenue		25,056,701.79		\$ 2,170,097	\$ 2,207,963	\$ 2,056,509	\$ 1,947,860	\$ 1,887,865	\$ 2,142,753	\$ 2,117,359	\$ 2,158,416	\$ 2,047,238	\$ 2,050,525	\$ 2,142,354	\$ 2,127,762	\$ 25,056,701.79	
OPERATING COSTS																	
Route-Level and Support Costs																	
Train and Engine Crew Labor	16,406,706.92		1,420,943.11	1,445,736.98	1,346,567.28	1,275,425.77	1,236,142.35	1,403,038.58	1,386,411.01	1,413,294.72	1,340,497.13	1,342,649.30	1,402,777.62	1,393,223.07	16,406,706.92		
On-board Services	3,269,135.72		283,131.52	288,071.85	268,311.69	254,136.31	246,308.85	279,563.93	276,250.79	281,607.53	267,102.17	267,531.01	279,511.94	277,608.13	3,269,135.72		
Car and Locomotive Maintenance	13,784,219.08		1,193,816.11	1,214,646.87	1,131,328.70	1,071,558.62	1,038,554.36	1,178,773.49	1,164,803.71	1,187,390.26	1,126,228.82	1,128,036.98	1,178,554.24	1,170,526.91	13,784,219.08		
Stations	5,560,446.02		481,576.07	489,979.04	456,369.14	432,259.36	418,944.69	475,507.99	469,872.69	478,983.93	454,311.88	455,041.28	475,419.55	472,181.39	5,560,446.02		
Yard Operations	621,911.80		53,862.20	54,802.03	51,042.91	48,346.22	46,857.15	53,193.51	52,553.23	53,572.28	50,812.82	50,894.40	53,173.62	52,811.44	621,911.80		
Credit Card Fees	615,638.78		53,318.91	54,249.26	50,528.06	47,858.57	46,384.52	52,647.07	52,023.14	53,031.91	50,300.28	50,381.04	52,637.27	52,278.75	615,638.78		
Call Center	794,037.95		68,769.60	69,969.56	65,170.03	61,726.98	59,825.77	67,903.08	67,098.35	68,399.44	64,876.25	64,980.41	67,890.45	67,428.03	794,037.95		
Dispatching	-		-	-	-	-	-	-	-	-	-	-	-	-	-		
G&A	3,743,648.22		324,227.84	329,885.25	307,256.92	291,024.00	282,060.39	320,142.42	316,348.38	322,482.65	305,871.84	306,362.92	320,082.88	317,902.74	3,743,648.22		
Commercial Performance	768,012.16		66,515.58	67,676.20	63,033.98	59,703.78	57,864.89	65,677.45	64,899.10	66,157.55	62,749.83	62,850.58	65,665.24	65,217.98	768,012.16		
On-board Wifi	-		-	-	-	-	-	-	-	-	-	-	-	-	-		
Subtotal: Route-Level and Support Costs		45,563,756.64		\$ 3,946,161	\$ 4,015,017	\$ 3,739,609	\$ 3,542,039	\$ 3,432,943	\$ 3,896,438	\$ 3,850,260	\$ 3,924,920	\$ 3,722,751	\$ 3,728,728	\$ 3,895,713	\$ 3,869,178	45,563,756.64	
Pass-Through Costs																	
Host Railroad Maintenance of Way	4,574,542.18		396,189.45	403,102.51	375,451.87	355,616.09	344,663.03	391,197.28	386,561.16	394,056.92	373,759.38	374,359.46	391,124.52	388,460.51	4,574,542.18		
Host Railroad Performance Incentives	2,078,300.25		179,996.29	183,137.03	170,574.82	161,563.06	156,586.87	177,728.26	175,621.98	179,027.44	169,805.89	170,078.52	177,695.20	176,494.89	2,078,300.25		
Synthetic Host Railroad	-		-	-	-	-	-	-	-	-	-	-	-	-	-		
Host Railroad	6,652,842.43		576,185.74	586,239.54	546,026.69	517,179.15	501,249.91	568,925.54	562,183.14	573,084.36	543,565.28	544,437.97	568,819.72	564,945.40	6,652,842.43		
Fuel	4,779,278.18		413,921.11	421,143.57	392,255.41	371,531.87	360,088.60	408,705.52	403,861.90	411,693.14	390,487.18	391,114.11	406,629.50	405,846.26	4,779,278.18		
Diesel Emissions Fluid	146,420.87		12,681.14	12,902.41	12,017.38	11,382.48	11,031.89	12,521.35	12,372.96	12,612.88	11,963.20	11,982.41	12,519.02	12,433.75	146,420.87		
Electric Traction Power	-		-	-	-	-	-	-	-	-	-	-	-	-	-		
Fuel and Power	4,925,699.05		426,602.25	434,045.98	404,272.79	382,914.35	371,120.50	421,226.87	416,234.86	424,306.02	402,450.38	403,096.52	421,148.52	418,280.01	4,925,699.05		
Route Advertising	-		-	-	-	-	-	-	-	-	-	-	-	-	-		
Connecting Motor Coach	3,400,412.29		294,501.05	299,639.76	279,086.10	264,341.50	256,199.72	290,790.20	287,344.01	292,915.86	277,828.02	278,274.07	290,736.12	288,755.86	3,400,412.29		
Passenger Inconvenience	34,132.49		2,956.13	3,007.71	2,801.40	2,653.39	2,571.67	2,918.88	2,884.29	2,940.22	2,788.77	2,793.25	2,918.34	2,898.46	34,132.49		
Property Buy Back Insurance	761,393.33		65,942.34	67,092.96	62,490.75	59,189.25	57,366.21	65,111.43	64,339.79	65,587.40	62,209.05	62,308.92	65,099.32	64,655.92	761,393.33		
Subtotal: Pass-Through Costs		15,774,479.59		1,366,187.51	1,390,025.96	1,294,677.73	1,226,277.64	1,188,507.99	1,348,972.93	1,332,986.09	1,358,833.85	1,288,841.49	1,290,910.73	1,348,722.02	1,339,535.65	15,774,479.59	
Total Operating Costs		61,338,236.24		5,312,348.45	5,405,042.99	5,034,286.42	4,768,316.25	4,621,450.97	5,245,410.44	5,183,246.49	5,283,754.13	5,011,592.51	5,019,638.65	5,244,434.83	5,208,714.10	61,338,236.24	
Estimated State Payment (or Credit)		36,281,534.45		\$ 3,142,251	\$ 3,197,080	\$ 2,977,778	\$ 2,820,457	\$ 2,733,586	\$ 3,102,658	\$ 3,065,888	\$ 3,125,338	\$ 2,964,354	\$ 2,969,114	\$ 3,102,080	\$ 3,080,952	36,281,534.44	



APPENDIX Q

NATIONAL RAILROAD PASSENGER CORPORATION




and




CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2023
FOR THE PROVISION OF
RAIL PASSENGER SERVICE



FISCAL YEAR 2024
October 1, 2023 – September 30, 2024
(Effective October 1, 2023)

SERVICE MARKS

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

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

Capitol Corridor Joint Powers Authority Marks

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

Caltrans Marks

Mark Description	Mark	USPTO Registration
Caltrans Logo		?

APPENDIX R

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2023
FOR THE PROVISION OF
RAIL PASSENGER SERVICE

* * * * *

FISCAL YEAR 2024

October 1, 2023 – September 30, 2024

(Effective October 1, 2023)

SAFETY AND SECURITY

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

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

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

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

shall convene and debrief all safety related accidents/incidents.

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

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

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

Standard Operating Procedures

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

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

APPENDIX S

NATIONAL RAILROAD PASSENGER CORPORATION

And

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2023
FOR THE PROVISION OF
RAIL PASSENGER SERVICE

* * * * *

FISCAL YEAR 2024
October 1, 2023 – September 30, 2024
(Effective October 1, 2023)

DAILY DATA REQUIREMENTS FROM AMTRAK TO CAPITOL CORRIDOR

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

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

APPENDIX T

EQUIPMENT CHANGE REQUEST FORM



Request for Approval

- Equipment Changes

Date:

Equipment Change Request Title:

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

1. Background/Need(s):

(Briefly describe the background of the current issue and need.)

2. Request/Proposed Change(s):

(Describe what equipment and/or service changes you propose.)

3. System Performance Benefit(s):

(Provide any benefits to ridership, OTP, safety, farebox recovery, or passenger experience.)

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

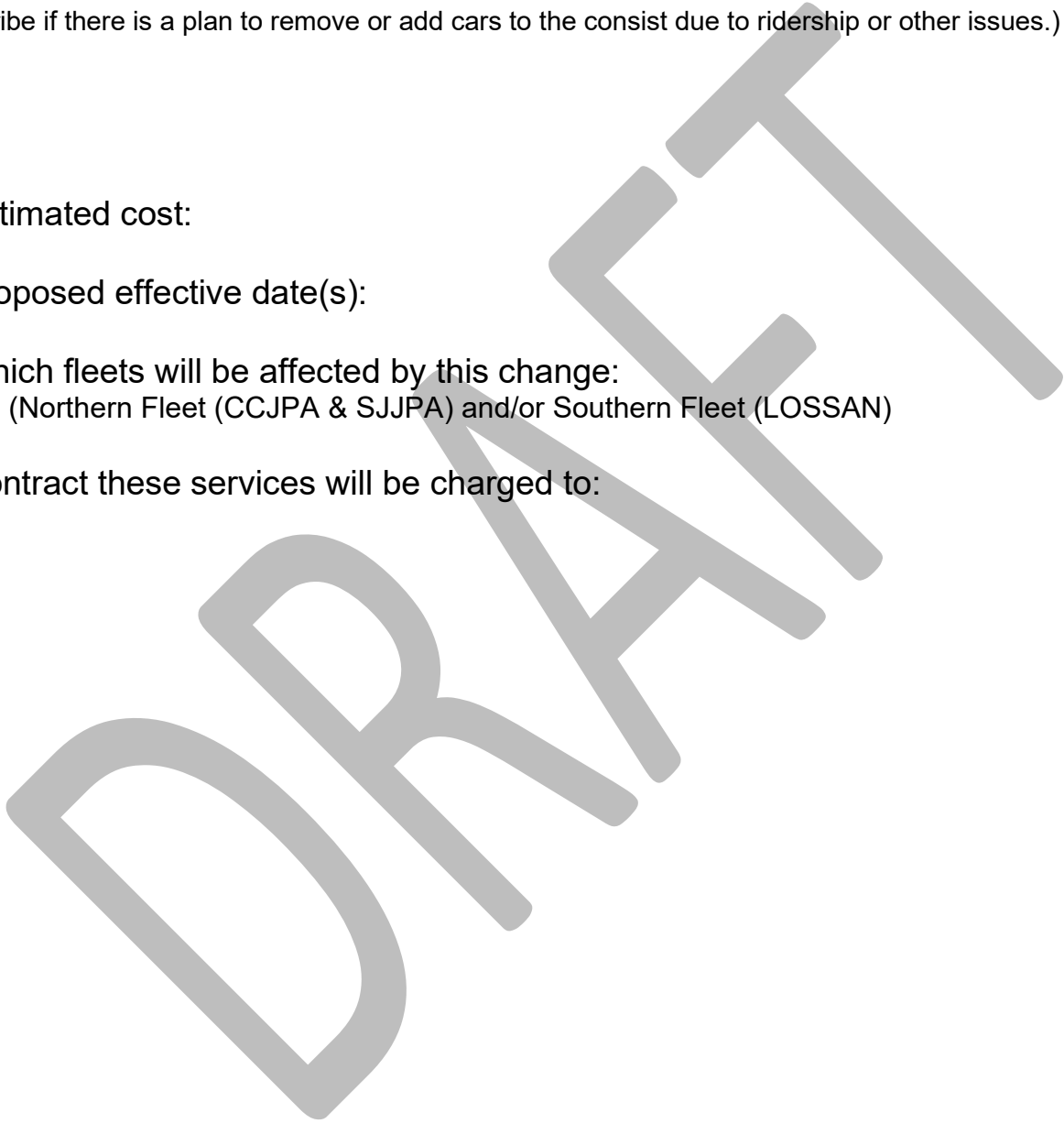
5. Consist Needs:
(Describe if there is a plan to remove or add cars to the consist due to ridership or other issues.)

6. Estimated cost:

7. Proposed effective date(s):

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

9. Contract these services will be charged to:



Submitted By:

 Name/Title
 Agency Name

 Date

For equipment change approvals, please submit to:

Caltrans	CCJPA	SJJPA	LOSSAN	Jacobs	Amtrak
Denise Cross	Leo Sanchez	Brian Schmidt	James Campbell	Martin Schroeder	Alison Simon
John Cano	Dean Shepherd		Jay Ellis	Brenden Policarpio	Michelle Cheung
Ryan Sharpe			Daniel Castillo		Bill Green
Diana Tham					Phil Stanley
Jano Camacho					Iosif Ivan
					Jeanne Cantu
					Hussein Alrubai

Approved by Caltrans with the following exception (s):

 Name/Title
 Caltrans Office Name

 Date

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

 Name/Title
 Capitol Corridor Joint Powers Authority (CCJPA)

 Date

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

Name/Title
San Joaquin Joint Powers Authority (SJJPA)

Date

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

Name/Title
LOSSAN Rail Corridor Agency

Date

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

Name/Title
Amtrak

Date

DRAFT