SOLANO TRANSPORTATION AUTHORITY TRANSIT OPERATING AGREEMENT

BLUE LINE AND GREEN EXPRESS

THIS AGREEMENT ("Agreement") is made this _____day of _____, 2019 by and between the Solano Transportation Authority ("STA"), a joint powers entity consisting of the County of Solano and the Cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo (collectively referred to as "Member Jurisdictions") and the City of Fairfield ("City") ("STA" and "City" shall be collectively referred to as the "Parties").

RECITALS

WHEREAS, City operates the transit system known as Fairfield and Suisun Transit ("FAST") (for purposes of this Agreement, "FAST" and "City" are used interchangeably); and

WHEREAS, the STA was created pursuant to a Joint Powers Agreement ("Joint Powers Agreement") and is authorized by Public Utilities Code § 180152 to enter into agreements to provide public transport services and has historically exercised that authority with respect to intercity transit routes and paratransit services; and

WHEREAS, STA, Solano County, the incorporated cities in Solano County providing transit services (Dixon, Fairfield, Suisun City, and Vacaville), and Solano County Transit ("SolTrans") have previously commenced, and have agreed as an Intercity Transit Funding Working Group ("ITFWG") to coordinate and fund fixed route transit services as part of an Intercity Transit Funding Agreement dated July 1, 2012 ("Intercity Transit Funding Agreement"); and

WHEREAS, STA provided Route 30 beginning in 1997 by contracting for services with Yolobus in order to expand intercity connections in Solano County to UC Davis; and

WHEREAS, in 2000, STA began contracting with City to operate Route 30; and

WHEREAS, Route 90 was historically operated by Vallejo but Vallejo was unable to continue service and in order to maintain this key commuter route which primarily serviced residents of Fairfield, Suisun City, and Vacaville, a reconfiguration of the route was undertaken and, as part of that process, City agreed to be the Route 90 transit provider in place of Vallejo; and

WHEREAS, on July 2, 2018, Routes 20, 30, and 40 were consolidated into the Blue Line, providing service to Solano County, and Sacramento, including stops in Fairfield, Vacaville, Dixon, Davis, and Sacramento, as well, as to Contra Costa County Pleasant Hill BART station; and

WHEREAS, at the same time that Routes 20, 30, and 40 were consolidated, Route 90, providing services between Fairfield and Suisun City and El Cerrito del Norte BART station, was renamed the Green Express; and

WHEREAS, the City currently operates the Blue and Green Express Lines and the City and STA desire for the City to continue operating the Blue and the Green Express Lines (collectively, "Services"); and

WHEREAS, City has the management and technical personnel, capital, expertise and other assets needed to provide the Services.

NOW THEREFORE, in consideration of the foregoing recitals and covenants and agreements, the Parties agree as follows:

AGREEMENT FOR TRANSIT SERVICES

1. Purpose; Scope of Services: STA contracts with FAST to provide any and all labor, equipment, tools, fuel, material, management, and operations services related to and necessary for implementation and operation of said Services upon the terms and conditions set forth. FAST shall provide the Services pursuant to the provisions set forth in the attached exhibits which are incorporated into this Agreement as though set forth in full:

Exhibit A: (Scope of Services)

Exhibit B: (Routes, Schedules, and Fares for Service)

Exhibit C: (Performance Measures)

- **2. Term:** Subject to the provisions of Paragraph 14, the term of the Agreement shall be an initial period of two years from July 1, 2019 to June 30, 2021. The Parties, in coordination with the ITFWG, may agree to one extension of one (1) additional year (July 1, 2021, to June 30, 2022). No later than December 31, 2020, the Parties shall meet and review the City's compliance with the Performance Measures, incorporated as Exhibit C, and notify City of its desire to exercise the option to extend.
- **3. Payment:** Pursuant to the Intercity Funding Matrix each fiscal year as approved by the Intercity Transit Consortium ("Consortium") and the STA Board, City shall claim Transportation Development Act ("TDA") funds and other funds for the Services provided by City as set forth in this Agreement. City shall file the TDA claim pursuant to MTC requirements and shall receive allocations and disbursements from MTC.

The funding summary shall be reconciled and revised annually by the Consortium and ITFWG to update the cost of the service and to reflect estimated fares and other subsidies received. The amount not covered by fares and other subsidies (i.e., the remaining subsidy needed) shall be shared by the funding partners based on an agreed upon funding formula.

4. Fare Structure and Route Stops: After consultation with STA and pursuant to the terms of the Joint Powers Agreement and Intercity Transit Funding Agreement, City shall implement the fare structure, and route stops for the Services as set forth in Exhibit B and shall maintain the fare structure, route schedules, and stops unless modified after consultation with STA in a manner consistent with the existing agreements between the City and STA. The fare structure and route schedule may only be modified by City, with the approval of STA, to help meet operating expenses

or improve the operation and efficiency of the routes.

- 5. Operating Revenue: Operating revenues shall include that proportionate share of the sales of tickets and passes and cash fare revenue directly attributable to SERVICE. Fares shall be retained by City. Revenue from advertising shall be retained by City.
- **6. Reporting:** City shall collect and submit funding and operating data for review and analysis. These data shall fall into at least one of four major categories: financial, operating, performance measures as specified by the ITFWG and STA, and user information. In addition, STA may request in writing that City provide digests of information, whether operating, maintenance, and/or user information possible under the circumstances City shall provide such digests without cost to STA. All such reports shall be submitted to STA in a manner feasible for City and acceptable to the STA.
- **Authority of STA:** Pursuant to the Joint Powers Agreement and Intercity Transit Funding Agreement, the STA Board, following consultation with City's authorized representative and the Consortium if directed by the STA, shall decide all questions which may arise as to the quality or acceptability of work performed and as to the manner of performance of the work performed and all questions as to the acceptable fulfillment of this Agreement on the part of City. Before making a final determination that the City is in breach of this Agreement or failing to perform the Services described in this Agreement, the parties shall follow the process described Section 12 below.
- **8.** Committee Coordination: City shall coordinate any changes to fares or schedules and provide reports on ridership, performance and other data for the Blue and Green Express Lines with STA's committees as specified in Exhibit A and including and not limited to the following:
- a. The Solano Express ITFWG which consists of transit representatives of each of the funding partners shall review and approve proposed routes and fare changes. The ITFWG shall also review the annual funding contributions and reconciliation process for the Blue and Green Express Lines as part of the development of the annual, coordinated countywide Transit Development Act (TDA) claims process.
- b. The ITFWG and the Consortium shall review proposed route changes, proposed fare changes, quarterly reports on ridership, performance and short range transit plans that includes the Blue and Green Express Lines and provide recommendations to the STA Board.
- c. Both the STA Board and Fairfield City Council shall review and approve the annual TDA claims for Solano Express service, including the Blue and Green Express Lines and authorize changes to service or fares.

9. Communications:

	:	a.	All	notices	and	commun	ications	with	respect	t to	this 1	Agreer	nent	shall	be
effective	upon	the	mailin	g there	of by	personal	deliver	y or 1	orepaid	first	clas	s mail	addr	essed	as
follows:															

To STA:	To City:

Daryl K. Halls Executive Director Solano Transportation Authority One Harbor Center, Suite 130 Suisun City, CA 94585 Sean P. Quinn Interim City Manager City of Fairfield 1000 Webster Street Fairfield, CA 94533

- b. Any party may change the address to which such notices and communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.
- c. All notices and communications shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.
- 10. Force Majeure: City shall not be held responsible for/losses, delays, failure to perform, or excess costs caused by unforeseeable events beyond the control of City. Such events may include, but are not restricted to, the following: Acts of God, fire, epidemics, earthquake, flood, or other natural disaster; riots, strike, war, significant economic or other events resulting in a material reduction in ridership, and unavailability of fuel.

If the performance of this Agreement, or of any obligations hereunder, is prevented, restricted or interfered with by reason of natural disaster, war, civil disturbance, labor dispute or other cause beyond City's reasonable control, City, upon giving prompt notice to STA, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference and STA shall likewise be excused from performance of its obligations on a day-for-day basis where performance is so prevented, restricted or interfered with; provided that STA and FAST shall each use its best efforts to avoid or remove such causes of nonperformance and both parties shall proceed to perform with dispatch whenever such causes are removed or cease. In the event of a delaying condition having more than 90 days duration, the non-delaying party or parties may terminate this Agreement.

11. Audit:

- a. City shall permit the authorized representatives of STA, the Metropolitan Transportation Commission, the State of California, the U.S. Department of Transportation, and/or the Comptroller General of the United States to inspect and audit all data and records of the City relating to performance under this Agreement.
- b. City agrees to accept responsibility for receiving and replying to and/or complying with the audit exceptions by appropriate STA, Solano County, State of California, or federal audit agencies occurring as a result of its performance of this Agreement so long as such audit exceptions directly relate to City's provision of the Services.

12. Performance Measures, Dispute Resolution, Notice and Opportunity to Cure:

a. City agrees to exercise its best efforts to perform the Services in compliance with the Performance Measures described in Exhibit C.

- c. In the event that the City fails to perform the Services or breaches this Agreement, STA shall provide the City with reasonable notice and an opportunity to cure such breach.
- d. Where the City breaches the Agreement and fails to cure the breach after a reasonable timeframe given the nature of the breach, in addition to all other remedies, penalties and damages provided by law, STA may provide such services and deduct the cost of doing so from the fund sources contemplated by this Agreement, including TDA amounts or historical funding shares claimed by, or due to City.
- 13. Subcontract and Assignment: This Agreement binds the officers, directors, officials, employees, agents, heirs, successors, assigns, and representatives respectively of STA and City. City may subcontract for any work contemplated under this Agreement in accordance with its procedures for selection and contracting for services.

STA reserves the right to assign its responsibilities under Agreement to a successor governmental entity for the provision of the public transportation services herein addressed. Unless otherwise agreed, such assignment shall constitute a complete novation between STA and City and receipt by City from STA of sums then due and payable for services rendered pursuant to Agreement prior to assignment shall constitute a complete accord and satisfaction as between STA and City.

14. Status of FAST: City shall be an independent contractor and neither City nor any of its employees, agents or volunteers shall be employees of STA for any purpose related to this Agreement.

This Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or any type of association between and among the parties.

15. Indemnity and Hold Harmless; Insurance:

- a. In addition to the insurance requirements imposed on City by this Agreement, City shall indemnify, defend and hold harmless the STA, its member jurisdictions, its officers, employees, agents, and volunteers from and against any and all claims, demands, actions, causes of action losses, defense costs, expenses (including attorneys' fees) or liability of any kind or nature, (hereinafter "damages") for personal injury or property damage arising out of or, as a result of litigation or administrative proceeding(s), alleged to arise out of or relate to any active or passive negligent act, error or omission of City, its officers, agents, employees or volunteers, in performing the services, responsibilities or duties required of City by this Agreement or any breach of any statutory, regulatory, contractual or legal duty of any kind, related, directly or indirectly, to the services, responsibilities or duties required of City by this Agreement except to the extent such "damages" are caused by the sole negligence or willful misconduct of STA.
- b. STA shall indemnify, defend and hold harmless City, its officers, employees, agents, and volunteers from and against any and all claims, demands, actions, causes of action losses, defense, coast expenses (including attorneys fee) or liability of any kind or nature, hereinafter "damages") for personal injury or property damages arising out of or, as a result of

litigation or administrative proceeding(s), alleged to arise out of or relate to any active or passive negligent act, error or omission of STA, its officers, agents, employees or volunteers, in performing the services, responsibilities or duties required of STA by this Agreement or any breach or any statutory, regulatory, contractual or legal duty of any kind, related, directly or indirectly, to the services, responsibilities or duties required by STA by this Agreement except to the extent such "damages" are caused by the sole negligence's of willful misconduct of City.

16. Termination:

- a. Either party may terminate the Agreement, without cause, upon a hundred eighty (180) calendar days written notice to the other party and STA shall be responsible for costs as specified in the Intercity Transit Funding Agreement. In the event this Agreement is terminated, all service related information and data prepared for or related to the SERVICE shall be made available to STA without additional cost in an electronic format. Upon termination of this Agreement, City agrees to transfer title to four (4) buses purchased with STA funds.
- b. STA may terminate this Agreement if it determines that City is operating the Services in violation of California or Federal law or regulation or in a manner which materially jeopardizes the health and safety of passengers or the public provided that STA gives City notice of such violation or condition and a reasonable opportunity to cure such violation or remedy such condition prior to termination of this Agreement.
- 17. Permits to Operate: At its sole cost and expense, City shall obtain any and all permits, licenses, certifications, or entitlements to operate as are now or hereafter required by the State of California or any federal agency to enable City to perform the Services and shall provide copies of all such entitlements to STA when received by City. STA and City shall cooperate and share equally in the cost and expense and process for obtaining any and all permits, licenses, certifications or entitlements required by any local agency for the provision of the Services.
- **18. Severability:** If any provision or any part of any provision of this Agreement is, for any reason, held to be invalid, unenforceable or contrary to any public policy, law, statute, regulation or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

The parties have executed this Agreement the day and year first above written.

SOLANO TRANSPORTATION AUTHORITY	CITY OF FAIRFIELD
By: DARYL K. HALLS Executive Director	By: SEAN P. QUINN Interim City Manager
APPROVED AS TO FORM:	APPROVED AS TO FORM:
STA Legal Counsel	City Attorney

EXHIBIT A

BLUE AND GREEN EXPRESS LINES SCOPE OF SERVICES

I. SERVICES

A. Operations generally

City shall provide turnkey express route transportation services in compliance with the requirements outlined in this Scope of Services, the Routes and Schedule for the Services included as Exhibit B.

B. Personnel generally

City shall provide all administrative, operations, and maintenance personnel necessary to responsibly operate the Blue and Green Express Lines of the SolanoExpress system, including any necessary on-board security or supervision.

C. Items provided by City

- 1. City shall provide computer hardware and software necessary for dispatch, maintenance, administration, recordkeeping, on-board infrastructure, and reports required to operate the service. STA will be provided access to Nextbus, a fully functioning automatic vehicle locator (AVL) and automatic passenger counts (APC) system that once certified, will be used to operate and dispatch the system.
- 2. City shall provide all facilities, buses, tools, equipment, fuel, oil, tires, batteries, parts, cleaning supplies, office supplies, office equipment and such other items or materials required to professionally operate, maintain, and administer the Service.

3. City shall provide:

- a. All tools and equipment to perform the preventive maintenance inspection and repair activities required in this Scope of Services
- b. All tools and equipment necessary to perform, periodic service and adjustments and make mechanical repairs
- c. All cleaning equipment and supplies necessary to clean the buses and maintain equipment in accordance with this Scope of Services.

II. FAST REGULATORY COMPLIANCE

City shall comply with all applicable State and Federal laws and regulations, and shall conform to all instructions and make all corrections required by the CHP, other applicable regulatory agencies regarding the use and maintenance of buses and overall operations of the Service.

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III. REPORTS; RECORDS; INSPECTIONS BY STA

- A. Operating Reports: Each month City shall collect and after validation, submit no later than the thirtieth day of the following month to the STA operating, financial and user data for the Blue Line and Green Express Line. The format of City's reports shall be subject to approval from STA. Such data shall include, but not be limited to, the following:
- 1. Monthly SolanoExpress Reports submitted as follows once City, and Clipper financial and data information for the previous month has been processed and validated.
 - a. Total monthly ridership by route and trip; daily reports shall be available upon request
 - b. Fare collection method and amount
 - c. Total revenue recorded from data reporting subsystem for that month
- d. Breakdown of fare revenue and rides by day and fare category to the extent feasible to City
 - 2. Quarterly SolanoExpress Reports
- a. Budget versus actual report for operating expenses, fare revenue, TDA revenue, and other revenue (such as STAF and RM2)
- b. On-time performance including missed trips to the extent feasible and after a SolanoExpress on-time performance standard is agreed to by STA
 - c. Summary log of all complaints whether valid or not
- d. Summary of Accident Reports (separated by collision/non-collision and preventable/non-preventable)
- e. Summary of operational problems, if any, including a critique and evaluation of the system and the service, trends on vehicle reliability and maintenance costs and recommended corrective action(s) where appropriate.
 - 3. Other Reports:
- a. CHP Safety Compliance Reports Submitted to STA annually after CHP submits said report(s) to City.
- B. City shall provide STA, or its designee, access to City's automated vehicle locater and automatic passenger counter program and once certified, STA can access system to provide reports necessary to evaluate system including but not limited to the following:
- 1. Daily, monthly, quarterly, and annual ridership, schedule adherence, and planning information, as feasible to the City and agreed upon by the parties.
- 2. Quarterly reports shall include comparison to previous identical period in previous year.
 - 3. Monthly reports.
 - 4. Quarterly reports.
 - 5. Quarterly financial reports broken out by month.
- C. On-Board Survey: STA shall fund and coordinate, and conduct ridership surveys in accordance with the Intercity Funding Agreement and with regulatory guidelines as set forth by

the MTC requiring agencies to prepare a Short Range Transit Plan and furnish the data to the STA. The Parties shall cooperate to conduct boarding surveys on the Blue Line and Green Express Line, summarizing and reporting boarding activity by stop and trip to STA. STA may conduct other surveys during the term of this Agreement. These surveys will determine matters such as socioeconomic, ridership patterns and fare-type characteristics of system users. City shall cooperate in the conduct of these surveys. including having its in-service drivers and supervisory personnel participate, where operationally possible and funded through the survey.

- D. State/Federal Reporting: City shall prepare and file all reports required by State and Federal authorities, to include as necessary those required by the California Transportation Development Act of 1971 and FTA'S National Transit Database. City shall collect data required for TDA / State Controllers Report, NTD and all other data required by funding and regulatory agencies and provide a copy of these reports to STA upon completion.
- E. Data: City agrees that all information required to be furnished by this agreement shall be free from proprietary restrictions. City further agrees that all such data is public and in the public domain.
- F. Financial Records/Separate Records: City shall maintain accurate and complete books, records, data and documents on generally accepted accounting principles in accordance with Uniform System of Accounts and records adopted by the State Controller pursuant to section 99243 of the Public Utilities Code and as required by MTC. Such records shall be kept in such detail and form to meet applicable local, State and Federal requirements.

A complete and separate set of fund accounts, and/or records shall be maintained by City, which records shall show details of transactions pertaining to the management, maintenance, and operation of this service under the terms of this Agreement. City's records shall be kept with sufficient detail to constitute an audit trail to verify costs charged to the system created by this agreement are in fact due to operations pursuant to this Agreement and not due to other operations by City.

G. Record Access: STA, the Metropolitan Transportation Commission, any other agency responsible for funding or oversight of this operation, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the City which are directly pertinent to this agreement, for the purpose of making audit, examination, excerpts, and transcriptions of City's files. City shall maintain all these records for a period of at least four (4) years following contract closeout to allow for audits, examinations, excerpts and transcriptions of City's files.

IV. TELEPHONE INFORMATION SERVICE

- A. City or its contract operator shall provide telephone customer information service to the public during regular business hours. City will ensure STA has up-to-date information on the Blue Line and Green Express Line to ensure customer service provided by STA is accurate.
- B. City and STA shall also mutually establish processes and standards for responses to requests for service, complaints, and inquiries.

V. ROUTE, SCHEDULE, SERVICE AREA

City shall provide service in compliance with the bus routes, schedule, service area, and holidays described in Exhibit B to the contract or any amendments thereto, providing service on schedule in a safe, professional, and courteous manner. City-recommended changes of greater than ten percent (10%) to the regular routing, schedule, or bus stops shall be presented to the STA and for review by the ITFWG and Consortium and approval by the STA prior to implementation.

VI. COMMUNITY RELATIONS; USE OF BUS FOR COMMUNITY RELATIONS; ADDITIONAL STA SERVICES

City shall undertake a community outreach program to sustain and maintain good rapport with the public, including but not limited to: 1) printing the Blue Line and Green Express Line schedules in a timely manner and maintaining an adequate supply to the STA for outreach and customer service; 2) maintaining the Blue Line and Green Express Line schedules on-line and ensuring changes are made in a timely manner; and 3) coordinating with the STA on special outreach activities to promote the Blue Line and Green Express Line to the extent that the use of the vehicles does not violate the FTA Charter Rule or interfere with regular bus route scheduling. STA shall undertake countywide transportation planning, programming transportation funds, managing and providing transportation programs and services, delivering transportation projects, and setting transportation priorities. STA will provide Solano Mobility Commuter Information services to City in support of the Blue Line and Green Express Line. Solano Mobility services will include personalized assistance for traveling within and beyond Solano County as well as community outreach, incentive programs, individual commute assistance, and emergency ride home program. STA's Solano Mobility program staff will provide general marketing service for the Blue Line and Green Express Line throughout Solano County and in coordination with agencies outside Solano County by maintaining approximately 150 display racks with transit information and attending community events promoting intercity transit services.

The Blue Line and Green Express will be promoted and marketed with available funding and grants. STA will pursue available and appropriate funding opportunities for replacement of the Blue Line and Green Express Line vehicles and for marketing of the Blue Line and Green Express Line service. STA will distribute the Blue and Green Express Line Comment Cards to the operator for display on all their intercity buses for passenger's feedback, compile feedback received, and distribute to City.

STA will be responsible for development of an annual funding plan for the operation of the Blue Line and Green Express Line as part of the update of the Intercity Transit Funding Agreement, in partnership with City and the other participants in the Intercity Transit Funding Agreement.

EXHIBIT B

CURRENT ROUTE SCHEDULE AND FARE SCHEDULE FOR THE BLUE LINE AND GREEN EXPRESS ADOPTED AS OF July 2, 2018

SolanoExpress Fares Table

Fare Type	Trips Within Solano County (Blue, 85)	Trips Outside Solano County (Blue, Yellow, 80)	Green Express					
		Single Ride						
Adult	\$2.75	\$5.00	\$5.75					
Youth	\$2.00	\$4.00	\$4.75					
SDM/Reduced	\$1.35	\$2.50	\$2.85					
	31-Day Pass							
Adult	\$70.00	\$114.00	\$130.00					
SDM/Reduced	\$35.00	\$57.00	\$65.00					
		Day Pass						
Adult	\$5.50	\$10.00	\$11.50					
Youth	\$4.00	\$8.00	\$9.50					
SDM/Reduced	\$2.75	\$5.00	\$5.75					

Effective July 1, 2018

BLUE LINE / RUTA AZUL MONDAY-THURSDAY / LUNES-JUEVES

WESTB	OUND / SC	OUTHBOU	JND HA	CIA EL C	DESTE / SU	R					NORTHBOUND / EASTBOUND HACIA EL NORTE / ESTE										
SACRA	MENTO	DAVIS	DIXON	VAC	AVILLE		FAIRFIELD		BENICIA	PLEASANT HILL	PLEASANT HILL	PLEASANT BENICIA FAIRFIELD				VACA	VILLE	DIXON	DAVIS	SACR	AMENTO
Sacra- mento Valley Station	9th Street & L Street	UC Davis Silo	Dixon Park & Ride	Vaca Valley Pkwy	Vacaville Transp Center	Fairfield Transp Center (Arrive)	Fairfield Transp Center (Depart)	Suisun Valley Road	Benicia Bus Hub Industrial Way	Pleasant Hill BART	Pleasant Hill BART	Benicia Bus Hub Industrial Way	Suisun Valley Road	Fairfield Transp Center (Arrive)	Fairfield Transp Center (Depart)	Vacaville Transp Center	Vaca Valley Pkwy	Dixon Park & Ride	UC Davis Silo	2nd/ Capitol Mall	Sacra- mento Valley Station
MONDA	Y– THUR	SDAY /	LUNES -	- JUEVE	S						MONDA	Y-THURS	DAY / LUI	NES-JUE	VES						
_	_	_	_	_	4:19	4:35	4:35	_	4:58	5:15	5:27	_	_	6:00	6:00	6:14	_	6:28	_	6:53	7:09
-	-	-	-	-	-	_	-	-	-	-	-	-	_	6:30	6:30	6:44	_	6:58	-	7:24	7:40
-	_	_	-	_	4:59	5:15	5:15	-	5:38	5:55	6:07	_	_	6:40	6:40	6:54	_	7:08	7:18	_	_
-	-	-	-	-	-	-	-	-	-	-	-	-	-	6:50	6:50	7:05	-	7:19	-	7:45	8:01
_	_	_	4:59	5:11	5:20	5:36	5:36	_	5:59	6:25	6:37	6:52	7:08	7:17	7:22	7:38	7:46	7:58	8:10	8:35	8:48
-	-	_	-	-	5:49	6:05	6:05	-	6:28	6:55	7:07	7:22	7:38	7:47	_	_	_	-	-	_	-
-	_	-	5:58	6:10	6:19	6:35	6:35	-	6:58	7:25	7:37	7:52	8:08	8:17	8:22	8:38	8:46	8:58	9:10	9:34	9:47
-	-	_	-	-	6:44	7:00	7:00	7:10	7:28	7:55	8:07	8:22	8:38	8:47	_	_	_	-	-	_	-
-	_	-	-	-	7:19	7:35	7:35	7:45	8:03	8:25	8:37	8:52	9:08	9:17	9:22	9:38	9:49	_	_	_	-
-	-	7:32	7:46	7:58	8:07	8:23	-	_	-	-	-	-	-	-	-	-	-	-	-	-	-
	_	_	_	_	-	8:10	8:10	8:20	8:38	8:55	9:07	9:22	9:38	9:47	_	_	_	_	_	_	-
7:32	7:38	-	-	-	8:19	8:35	8:40	8:50	9:08	9:25	9:37	9:52	10:08	10:17	10:22	10:38	10:46	10:58	11:08	11:32	11:45
7:57	8:03	-	_	-	8:44	9:00	_	-	_	-	-	_	_	_	_	_	_	_	_	_	-
8:20	8:26	_	8:58	9:10	9:19	9:35	9:40	9:50	10:08	10:25	10:37	10:52	11:08	11:17	11:22	11:38	11:49	-	-	-	-
9:03	9:08	_	_	_	9:50	10:06	_	_	_	_		_	_	_	_	_	_	-	_	_	_
-	_	_	_	9:59	10:08	10:25	10:40	10:50	11:08	11:25	11:37	11:52	12 : 08	12 :17	12 : 22	12 : 38	12 : 46	12 : 58	1:10	1:36	1:50
10:03	10:09	10:43	10:57	11:09	11:18	11:35	11:40	11:50	12 : 08	12 : 25	12 : 37	12 : 52	1: 08	1:17	1:22	1:38	1:46	1:58	-	2:23	2:37
-	-	-	-	-	-	-	-	_	-	-	-	-	-	1: 52	1: 52	2 :10	2 :18	2:30	2:42	3:11	3:25
-	_	_	_	11:59	12 : 08	12 : 25	12 : 40	12 : 50	1: 08	1:25	1: 37	1: 52	2:08	2 :17	2:22	2:42	2:50	3: 02	3:14	3:53	4: 09
-	_	_	-	-	-	-	_	-	_	_	-	-	-	2:47	2:47	3: 07	3:15	3:28	3: 40	4: 22	4: 39
12 : 03	12 : 09	12 : 43	12 : 57	1: 09	1:18	1:35	1:40	1:50	2:08	2:25	2:37	2:56	3:13	3:22	3:27	3: 47	3:55	4: 08	4: 20	4: 58	5:16
-	-	-	-	-	-	2 :10	2 :10	2:20	2:38	2:55	3: 07	3:26	3: 43	3:52	-	-	-	-	-	-	-
-	-	-	-	2:09	2 :18	2:35	2:40	2:50	3: 08	3:25	3: 37	3:56	4:13	4: 22	4: 27	4: 47	4: 58	-	-	-	-
-	-	-	-	-	-	3:10	3:10	3:20	3: 38	3:55	4: 07	4: 26	4: 43	4: 52	-	-	-	-	-	-	-
2:03	2:09	2:43	2:57	3: 09	3:18	3: 35	3: 40	3:50	4: 08	4: 25	4: 37	4: 56	5:13	5: 22	5: 27	5: 47	5: 58	-	_	-	-
-	-	-	-	-	-	4:10	4:10	4: 20	4: 38	4: 55	5: 07	5: 26	5: 43	5: 52	5: 57	6:17	6: 25	6: 38	-	-	-
3: 03	3: 09	3: 43	3:57	4: 09	4:18	4: 35	4: 40	4: 50	5: 08	5: 25	5: 37	5: 56	6:13	6: 22	6: 27	6: 47	6: 58	-	_	-	-
-	_	-	-	-	-	5:10	5:10	5: 20	5: 38	5: 55	6: 07	6: 26	6: 43	6: 52	6: 57	7:14	7:22	7:34	-	-	-
3:58	4: 04	4: 43	4: 57	5: 09	5:18	5: 35	5: 40	5: 50	6: 08	6: 25	6: 37	6: 56	7:13	7:22	7:27	7:43	-	_	-	-	-
4: 28	4: 34	5:16	5: 30	5: 42	5: 51	6: 08	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5: 05	5:12	-	5: 48	6: 00	6: 09	6: 26	6: 31	6: 41	6: 59	7:16	7:37	7:52	-	8:13	8:13	8: 29	-	-	-	-	-
5: 40	5: 47	-	6:18	6: 30	6: 39	6: 56	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	7:10	7:19	7:36	-	_	-	-	-	-	-	-	-	-	-	-	-	-	_

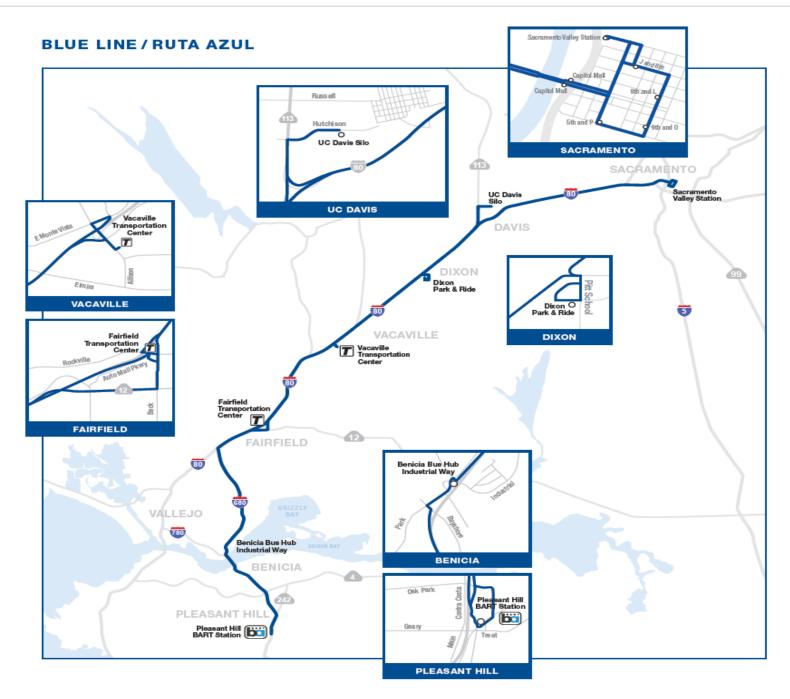
BLUE LINE / RUTA AZUL FRIDAY/ VIERNES

WESTB	OUND / SC	UTHBOL	JND HA	CIA EL C	DESTE / SU	R					NORTHE	BOUND / E	ASTBOUN	ID HACIA	LEL NORT	E / ESTE					
SACRA	MENTO	DAVIS	DIXON	VAC	AVILLE		FAIRFIELD		BENICIA	PLEASANT HILL	PLEASANT HILL	BENICIA		FAIRFIELD			VILLE	DIXON	DAVIS	SACR	AMENTO
Sacra- mento Valley Station	9th Street & L Street	UC Davis Silo	Dixon Park & Ride	Vaca Valley Pkwy	Vacaville Transp Center	Fairfield Transp Center (Arrive)	Fairfield Transp Center (Depart)	Suisun Valley Road	Benicia Bus Hub Industrial Way	Pleasant Hill BART	Pleasant Hill BART	Benicia Bus Hub Industrial Way	Suisun Valley Road	Fairfield Transp Center (Arrive)	Fairfield Transp Center (Depart)	Vacaville Transp Center	Vaca Valley Pkwy	Dixon Park & Ride	UC Davis Silo	2nd/ Capitol Mall	Sacra- mento Valley Station
FRIDAY	/ / VIERNE	S									FRIDAY	/ VIERNE	S								
_	-	_	-	_	4:19	4:35	4:35	_	4:58	5:15	5:27	_	_	6:00	6:00	6:14	-	6:28	_	6:53	7:09
_	-	-	-	_	_	_	-	_	-	_	-	_	_	6:30	6:30	6:44	-	6:58	_	7:24	7:40
-	_	-	-	_	4:59	5:15	5:15	_	5:38	5:55	6:07	_	_	6:40	6:40	6:54	-	7:08	7:18	_	_
-	-	-	-	_	_	-	-	-	-	_	-	_	_	6:50	6:50	7:05	-	7:19	_	7:45	8:01
_	_	_	4:59	5:11	5:20	5:36	5:36	_	5:59	6:16	6:37	6:52	7:08	7:17	7:22	7:38	7:46	7:58	8:10	8:35	8:48
-	-	-	-	-	5:49	6:05	6:05	-	6:28	6:45	7:07	7:22	7:38	7:47	_	_	-	_	_	-	-
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-	_	-	-	_	7:19	7:35	7:35	7:45	8:03	8:20	8:37	8:52	9:08	9:17	9:22	9:38	9:49	_	_	-	_
-	-	7:32	7:46	7:58	8:07	8:23	-	_	-	_	-	-	_	_	-	-	-	_	_	_	_
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7:32	7:38	-	-	_	8:19	8:35	8:40	8:50	9:08	9:25	9:37	9:52	10:08	10:17	10:22	10:38	10:46	10:58	11:11	11:37	11:50
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10:03	10:09	10:43	10:57	11:09	11:18	11:35	11:40	11:50	12 : 08	12 : 25	12 : 37	12 : 52	1: 08	1:19	1: 24	1:49	1:59	-	-	_	-
-	_	-	-	_	_	_	_	_	-	_	-	_	_	1:50	1:50	2 :15	2:23	2:36	2:52	3: 36	3:52
-	-	-	-	11:59	12:08	12 : 25	12 : 40	12 : 50	1: 08	1:25	1: 37	1: 52	2:09	2:21	2:26	2:51	2:59	-	_	-	_
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12:03	12:09	12:43	12 : 57	1: 09	1:18	1:35	1:40	1:50	2:08	2:25	2:37	2:56	3:13	3:25	3: 30	3:55	4: 03	4:16	4: 32	5:10	5: 28
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-	-	-	-	2:09	2 :18	2:35	2:40	2:50	3: 08	3:25	3: 37	3:56	4:13	4: 25	-	-	-	-	_	-	_
-	-	-	-	-	-	3:10	3:10	3:20	3: 38	3:55	4: 07	4: 26	4: 43	4: 55	5: 00	5: 25	5: 36	_	-	-	-
-	-	-	-	3: 09	3:18	3: 35	3: 40	3:50	4: 08	4: 25	4: 37	4: 56	5:13	5: 25	5: 30	5: 55	6: 03	6:16	-	-	-
2:32	2:38	3:13	3:27	3: 39	3: 48	4: 05	4:10	4: 20	4: 38	4: 55	5: 07	5: 26	5: 43	5: 55	6: 00	6: 25	6: 33	6: 46	-	-	_
2:58	3: 04	3: 43	3:57	4: 09	4:18	4: 35	4: 40	4: 50	5: 08	5: 25	5: 37	5: 56	6:13	6: 25	6: 30	6: 55	7: 05	-	-	-	_
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4:14	4: 20	-	4: 57	5: 09	5:18	5: 35	5: 40	5: 50	6: 08	6: 25	6: 37	6: 56	7:13	7:22	7:27	7:45	-	-	-	-	-
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4: 50	4: 56	5: 43	5: 57	6: 09	6:18	6: 35	6: 40	6: 50	7: 08	7:25	7:37	7:52	-	8:13	8:13	8: 31	-	-	-	-	_
5: 50	5: 57	-	6: 30	6: 42	6: 51	7: 08	-	-	-	_	-	_	_	_	_	-	_	_	_	-	_
-	_	-	-	7:15	7:24	7: 41	-	_	-	_	-	-	_	_	_	_	-	_	_	_	_

BLUE LINE / RUTA AZUL SATURDAY/ SÁBADO

WESTB	WESTBOUND / SOUTHBOUND HACIA EL OESTE / SUR								NORTHBOUND / EASTBOUND HACIA EL NORTE / ESTE												
SACRA	AMENTO	DAVIS	DIXON	VAC	CAVILLE		FAIRFIELD		BENICIA	PLEASANT HILL	PLEASANT HILL	BENICIA		FAIRFIELD		VAC	AVILLE	DIXON	DAVIS	SACR	AMENTO
Sacra- mento Valley Station	9th Street & L Street	UC Davis Silo	Dixon Park & Ride	Vaca Valley Pkwy	Vacaville Transp Center	Fairfield Transp Center (Arrive)	Fairfield Transp Center (Depart)	Suisun Valley Road	Benicia Bus Hub Industrial Way	Pleasant Hill BART	Pleasant Hill BART	Benicia Bus Hub Industrial Way	Suisun Valley Road	Fairfield Transp Center (Arrive)	Fairfield Transp Center (Depart)	Vacaville Transp Center	Vaca Valley Pkwy	Dixon Park & Ride	UC Davis Silo	2nd/ Capitol Mall	Sacra- mento Valley Station
SATUR	DAY / SÁE	ADO									SATURE	DAY / SÁB	ADO								
_	_	_	_	_	_	_	_	_	_	_	_	_	_	8:00	8:00	8:16	8:24	8:36	8:49	_	_
_	_	_	_	_	_	8:05	8:05	8:15	8:32	8:48	9:05	9:20	9:36	9:45	10:00	10:17	10:25	10:38	10:51	-	_
_	_	_	_	_	_	9:05	9:05	9:15	9:32	9:49	10:05	10:20	10:36	10:45	_	_	_	_	_	_	_
_	_	9:05	9:19	9:31	9:40	9:56	10:05	10:15	10:33	10:50	11:05	11:21	11:38	11:47	12:00	12 :18	12 : 26	12:39	12 : 52	-	-
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-	-	1: 05	1:20	1:33	1: 42	1:59	2:05	2 :15	2:33	2:50	3: 05	3:21	3: 38	3: 47	4: 00	4:18	4: 26	4: 40	4: 53	-	-
_	_	-	-	_	_	3: 05	3: 05	3:15	3: 33	3:50	4: 05	4: 20	4: 37	4: 46	_	_	_	_	_	-	_
-	-	3: 05	3:19	3: 31	3: 40	3:57	4: 05	4:15	4: 33	4: 50	5: 05	5: 20	5: 37	5: 46	-	-	-	-	-	-	-
_	_	-	-	-	-	5: 05	5: 05	5:15	5: 33	5: 50	6: 05	6: 20	6: 36	6: 45	_	-	_	_	_	-	_
-	_	5: 05	5:19	5: 31	5: 40	5: 56	6: 05	6:15	6: 32	6: 49	7: 05	7:20	_	7:39	_	-	-	_	_	-	_

PM trips indicated in bold / Viajes PM indican en negrita



GX LINE / RUTA VERDE MONDAY - FRIDAY / LUNES - VIERNES

WESTBOUND / HACIA			EASTBOUND / HACIA		
SUISUN CITY	FAIRFIELD	EL CERRITO	EL CERRITO	FAIRFIELD	SUISUN CITY
Suisun City Amtrak	Fairfield Transportation Center	El Cerrito del Norte BART	El Cerrito del Norte BART	Fairfield Transportation Center	Suisun City Amtrak
_	4:10	4:50	4:56	_	5:36
-	4:30	5:10	5:16	_	5:56
4:36	4:50	5:30	5:36	_	6:16
4:56	5:10	5:50	5:56	_	6:36
5:16	5:30	6:10	6:16	6:56	-
5:36	5:50	6:30	6:36	7:16	-
5:56	6:10	6:50	6:56	_	7:40
6:16	6:30	7:10	7:16	7:55	-
6:36	6:50	7:30	7:36	8:16	-
-	7:10	7:50	7:56	8:37	-
_	7:30	8:10	8:16	8:58	-
7:40	7:54	8:34	8:40	9:22	-
-	1: 56	2:39	2:50	3: 30	-
-	2 :16	2:59	3:10	3:50	-
-	2:36	3:19	3: 30	4:10	-
-	2:56	3: 39	3:50	4: 30	-
_	3:16	3:59	4:10	4: 50	-
-	3: 36	4:19	4: 30	5:10	-
	3:56	4: 39	4: 50	5: 30	-
-	4:16	4: 59	5:10	5: 50	-
	4: 36	5:19	5: 30	6:10	6: 22
-	4: 56	5: 39	5: 50	6: 30	6: 42
-	5:16	5: 59	6:10	6: 50	7: 02
-	5: 36	6:19	6: 30	7:10	7:22
-	5: 56	6: 39	6: 50	7:30	7:42
6: 22	6: 36	7:19	7:30	8:10	8: 22

PM trips indicated in bold / Viajes PM indican en negrita

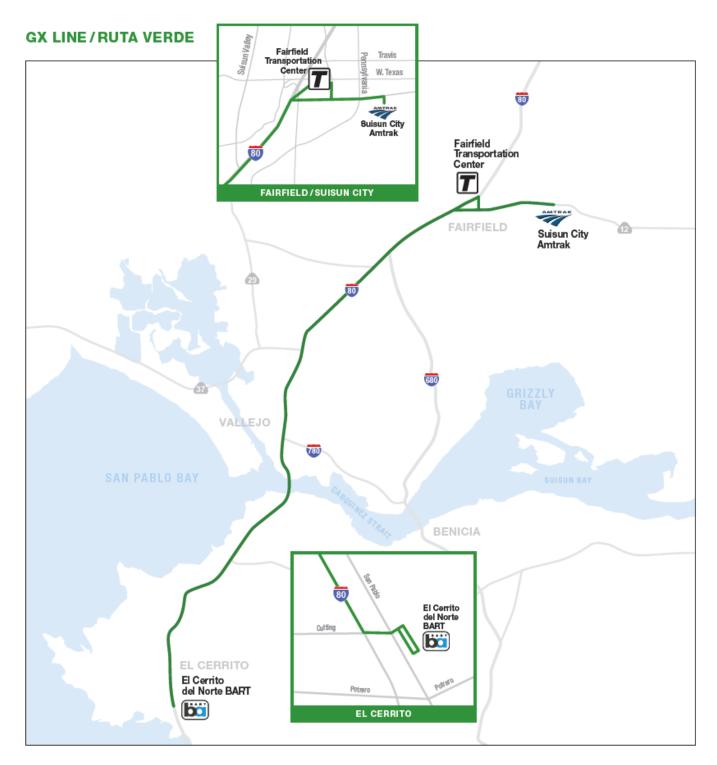


EXHIBIT C

BLUE LINE AND GREEN EXPRESS

PERFORMANCE MEASURES

SolanoExpress Performance Benchmarks for Fiscal Year 2019-20

Measures	
Service Design	Benchmark
Speed - MPH	35
Service Productivity	Benchmark
Passengers per Vehicle Revenue Hour	25.0
Passengers per Trip	15.0
Passengers per Vehicle Mile Revenue Mile	0.40
Peak Corridor Demand (Hourly Demand / Capacity)	85.00%
Capacity Utilization (Passenger Miles / Seat Miles)	35.00%
Cost Efficiency	Benchmark
Cost per Vehicle Revenue Hour	\$141.00 *
Cost per Vehicle Revenue Mile	\$3.87
Cost per Revenue Seat Mile	\$0.079
Cost Effectiveness	Benchmark
Subsidy per Passenger Trip	\$3.71
Revenue per Revenue Seat Mile	\$0.040
Farebox Recovery Ratio (STA)	50%

^{*}The hourly rate included a 2% annual adjustment for inflation