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JIM HARTNETT  
EXECUTIVE DIRECTOR

## **Amendment No. 5**

### **To**

### **RAIL SHUTTLE BUS SERVICE ADMINISTRATION AGREEMENT BETWEEN PENINSULA CORRIDOR JOINT POWERS BOARD AND THE CITY OF SAN MATEO FOR NORFOLK AREA CALTRAIN SHUTTLE**

THIS AMENDMENT modifies the Rail Shuttle Bus Service Administration Agreement (Agreement), which was effective August 27, 2014, by and between the Peninsula Corridor Joint Powers Board ("JPB") and the City of San Mateo ("Lead Organization").

The JPB and the Lead Organization entered into the Agreement, whereby the Lead Organization participates in the JPB shuttle bus services program; and

The Agreement was modified previously to extend the Agreement and adjust the contribution and payment terms; and

The last modification was memorialized pursuant to Amendment Number 4, which was effective July 1, 2018; and

The Agreement is set to expire on June 30, 2019; and

The Parties now desire to amend the Agreement and extend the Agreement for another twelve-month period and set forth the payment terms applicable during said extension, in accordance with the terms and conditions of this Fifth Amendment.

NOW THEREFORE, IT IS AGREED to amend the Agreement as follows:

1. Section 2 of the Agreement, Lead Organization, is amended by adding the following language as the fourth paragraph:

During the twelve (12) month extension of the Agreement, commencing July 1, 2019 and ending June 30, 2020, the Lead Organization shall provide the projected minimum Twenty-Five percent (25.0%) financial share or the percentage based on the total service cost minus the Maximum Contribution as set forth in Section 5 of the Agreement, Maximum Contribution; Payment, as amended.

2. Section 4 of the Agreement, Term, is amended by adding the following language as the fifth paragraph:

Effective July 1, 2018, the term of the Agreement shall be extended for 12 months commencing July 1, 2019 and ending June 30, 2020.

3. Section 5 of the Agreement, Maximum Contribution; Payment, is amended by adding the following language as the fifth paragraph:

During the twelve (12) month extension of the Agreement, commencing July 1, 2019 and ending June 30, 2020, the JPB's maximum contribution (which includes contributions from all other funding agencies involved, if any) for Shuttle Service during the base term of this Agreement shall not exceed Ninety-Nine Thousand Two Hundred dollars (\$99,200) or Seventy-Five percent (75%) of the estimated total operating costs for the Shuttle Service as determined by the JPB.

4. Section 6 of the Agreement, Lead Organization's Payment is amended by adding the following language as the fifth paragraph:

During the twelve (12) month extension of the Agreement, commencing July 1, 2019 and ending June 30, 2020, Lead Organization shall pay Twenty-Five percent (25.0%) of the total actual costs of operating the Shuttle Service. Lead Organization's share shall equal Thirty-Three Thousand One Hundred dollars (\$33,100), subject to a final adjustment.

5. Effective July 1, 2019, the following Exhibits have been deleted and replaced by revised Exhibit(s):

#### EXHIBIT B SCHEDULE OF SHUTTLE SERVICE

Except for those changes expressly specified in this Fifth Amendment, all other provisions, requirements, conditions, and sections of the underlying Agreement, as previously amended, shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Fifth Amendment on the date first written above with the intent to be legally bound.

PENINSULA CORRIDOR JOINT  
POWERS BOARD

CITY OF SAN MATEO

By:\_\_\_\_\_

By:\_\_\_\_\_

Name:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

APPROVED AS TO FORM

APPROVED AS TO FORM

\_\_\_\_\_  
JPB Attorney

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City of San Mateo Attorney