

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO, THE SAN MATEO COUNTY TRANSIT  
DISTRICT AND THE PENINSULA CORRIDOR JOINT POWERS BOARD**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and THE SAN MATEO COUNTY TRANSIT DISTRICTS AND THE PENINSULA CORRIDOR JOINT POWERS BOARD, hereinafter called "DISTRICT", "JPB" AND "TRANSIT AGENCIES" ;

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 51300 *et seq.*, COUNTY may contract with DISTRICT and the JPB for the performance of DISTRICT functions by the appropriate officers and employees of COUNTY;

WHEREAS, the parties entered into an Agreement for Law Enforcement and Emergency Dispatch services on July 1, 2017 and

WHEREAS, the parties wish to amend the Agreement to extend the term by five years to June 30, 2025 and update the fees to reflect cost increases to COUNTY.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

1. Section 3. **Payments.** of the agreement is amended to read as follows:

A. TRANSIT AGENCIES shall make payment to the COUNTY for the duration of the term in accordance with the following fee schedule:

	<b>FY2020-21</b>	<b>FY2021-22</b>	<b>FY2022-23</b>	<b>FY2023-24</b>	<b>FY2024-25</b>
Annual Fee	\$220,264	\$229,074	\$238,237	\$247,767	\$257,677
Quarterly	\$55,066	\$57,269	\$59,559	\$61,942	\$64,419

B. The annual total fee for FY2020-21 and beyond will increase by no more than 4% to cover cost of living adjustments and increases to dispatch center costs.

C. The parties agree and acknowledge that stated fees are based on the total cost recovery for COUNTY for services rendered. Fees will reimburse

COUNTY for a pro-rata share of staffing a 911 workstation in order to accommodate telephone and radio workload.

- D. Should TRANSIT AGENCIES require communications services for a pre-planned event above and beyond the basic console staffing, COUNTY will charge TRANSIT AGENCIES for said services at the actual cost, not to exceed the regular or overtime (as applicable) of a Supervising Communications Dispatcher for all dispatchers assigned to the event. (Overtime rate is \$100.83 per hour as of the effective date of this Amendment.)
- E. Under this Agreement, there is no direct reimbursement by TRANSIT AGENCIES for COUNTY'S purchase of equipment that facilitates dispatch service. However, the parties agree to meet and negotiate in good faith regarding participation in an Equipment Replacement Fund to be developed and established by COUNTY during the Agreement Term.
- F. Under the terms of this Agreement, COUNTY is solely responsible for salaries and benefits of its own employees and is not hiring personnel from TRANSIT AGENCIES' previous service provider. Except as set forth herein, COUNTY is solely responsible for the cost of services, supplies and charges to COUNTY.

2. Section **4. Term and Termination** is amended to read as follows:

The base term of this Agreement shall be from July 1, 2017 to June 30, 2025.

This Agreement may be terminated by TRANSIT AGENCIES or COUNTY without a requirement of good cause, effective on or before June 30<sup>th</sup> of a given year during the term of the Agreement by providing six (6) months written notice to the other party.

In the event of termination, payment shall be prorated based on the rates set forth in Section 3.

**Option to Extend:** The parties may mutually agree to extend the Amended 5-Year Term by an additional five years, if exercised by TRANSIT AGENCIES with at least 90 days written notice and Board Approved, to commence on July 1, 2025 and end on June 30, 2030. COUNTY will provide an updated estimated fee schedule to TRANSIT AGENCIES no later than January 1, 2025 for consideration by TRANSIT AGENCIES prior to exercising this extension option.

4. **All other terms and conditions of the agreement dated July 1, 2017 between the COUNTY and TRANSIT AGENCIES shall remain in full force and effect.**

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives, have affixed their hands.

**COUNTY OF SAN MATEO**

By:

\_\_\_\_\_  
President of the Board of Supervisors

Date: \_\_\_\_\_

**Jim Hartnett, General Manager/CEO,  
SAN MATEO COUNTY TRANSIT  
DISTRICT (SAMTRANS)**

By: **Jim Hartnett** Digitally signed by Jim Hartnett  
Date: 2020.12.29 09:02:37 -08'00'

Date: 12/29/2020

**Jim Hartnett, Executive Director,  
PENINSULA CORRIDOR JOINT  
POWERS BOARD (CALTRAIN)**

By: **Jim Hartnett** Digitally signed by Jim Hartnett  
Date: 2020.12.29 09:02:23 -08'00'

Date: 12/29/2020

Approved as to Form

By:  Digitally signed by Julie A. Sherman  
Date: 2020.12.23 15:59:54 -08'00'

Date: 12-23-2020