



DATE: September 13, 2017
TO: CCJPA Board of Directors
FROM: David B. Kutrosky *[Signature]*
SUBJECT: Managing Director's Report – August 2017

Service Performance Overview

In August 2017, the Capitol Corridor trains carried a total of 143,230 passengers, representing an increase of 5.8% compared to prior-year month (August 2016). Revenue also increased by 6.3% compared to the prior-year month. The Year-to-Date (FYTD 17) System Operating Ratio is holding steady at 57%, 2% above FYTD 16 and above the FY 17 standard of 52%.

On-Time Performance (OTP) for August was 92.5%, which keeps the Capitol Corridor in the #2 spot for service reliability in the Amtrak system. Service reliability has improved since the beginning of FY 17 when OTP slipped below the standard of 90% and has been holding steady between 91%-94% over the last 6 months. This improved service reliability is the result of the commitment from the CCJPA's service partners, Amtrak and Union Pacific Railroad (UPRR), to target underperforming segments of the operation that will minimize passenger delay-minutes.

Standard	August 2017	August 2016	YTD	vs. Prior YTD	vs. FY17 Plan
Ridership	143,230	5.8%	1,471,995	3.0%	5.8%
Revenue	\$2,877,921	6.3%	\$29,308,229	5.3%	5.7%
Operating Ratio	55%	56%	57%	2.0%	5.8%
OTP	93%	93%	91%	-3%	1.1%
Customer Satisfaction	90	90	88	-1.1%	-1.0%

The following are ridership highlights based on reports received from Amtrak:

- Average weekend ridership for August 2017 was down slightly by 0.9%; however, targeted promotions to families and small groups (e.g. Take 5 for \$5 Weekend deal) are showing strong results. Take 5 is showing strong results so far, with revenue of \$14,661 in its first month of July and is expected to pick up in August (figures not yet available) with the full launch of the campaign.
- Average weekday ridership for August 2017 was up 4.2% buttressed by the continuing growth in the peak period travel markets to Silicon Valley.

State Legislation and Funding

As is typical during this time of year, the State Legislature is facing the September 15 deadline for bills to be voted on and passed on the Governor in this first year of the two-year 2017-18 State Legislative Session. Any bills that fail passage could be re-introduced in 2018 as part of the second year of the current 2-year [2017-2018] session.

Senate Bill 595 (Beall)- Regional Measure 3 Bay Area Toll Expenditure Plan. Senator Beall is the primary author/sponsor of SB 595, which would provide the authority to the Bay Area Metropolitan Transportation Commission to place a ballot measure (referred to as "Regional Measure 3") in the nine Bay Area counties to increase tolls on the region's bridges. SB 595 includes

an expenditure plan of various projects that have a nexus to the bridges with the intent that these projects would provide for much needed congestion relief along these bridge corridors.

The CCJPA has been involved in discussions and is included in the expenditure plan for the project list in SB 595. Specifically, the Oakland-San Jose Phase 2 Project, through the CCJPA Board's adoption of the Vision Implementation Plan (November 2016), has a nexus with the Dumbarton Bridge crossing. As part of this project to improve and expand Capitol Corridor service to/from San Jose/Silicon Valley, staff is evaluating viable routing alignments along the East Bay, which, in either alignment, will include an intermodal connection between Capitol Corridor trains and Dumbarton transit services (bus and/or proposed rail). On July 10, 2017, the CCJPA sent a letter supporting SB 595.

Status: On Sept 1, passed out of Asm Comm on Approps. Now on to Asm floor.

Federal Legislation and Funding

Federal FY 17 Rail Title Appropriations. For the first time, federal funds have been made available for intercity rail services (Amtrak and state-supported routes) via the Rail Title in the FAST Act of 2015. The USDOT is currently developing guidelines for the grant applications, project uses and other requirements for the expenditure of these federal funds. The CCJPA is eligible for the following funding from the FY 17 appropriations to the FAST Act Rail Title account:

- Consolidated Rail Infrastructure and Safety Improvements (CRISI): \$68 million. Competitive grants to finance improvements to passenger and freight rail services in terms of safety, efficiency, or reliability. PTC and other technology items and rail line relocation are also eligible for funding. 50% match is required.
- State of Good Repair (SOGR): \$25 million. Competitive grants for projects to improve qualified railroad assets. 20% match is required.

Proposed Federal FY 18 Appropriations. Both Appropriations Committees (House and Senate) have developed the expenditure plans for the various national departments including the USDOT FRA-managed FAST Act Rail Title account. Below is a comparison of the FY 18 proposals compared to the FY 17 final appropriation to the Rail Title account:

Rail Title Account	FY 17 Final	Senate Approps	House Approps
CRISI (50% match)	\$68M	\$93M	\$25M
SOGR (20% match)	\$25M	\$26M	\$500M
SSRC/SAIPRC	\$2M	\$2M	\$2M

On September 6, 2017, Congress passed, and the President will enact, a three-month Continuing Resolution (CR) that will allow the federal government to remain solvent through early December 2017 in order to address deadlines associated with the federal debt ceiling limit and emergency relief funds in the aftermath of Hurricane Harvey in Texas. This short-term CR will likely not provide any additional funding to the federal Rail Title accounts [CRISI and SOGR]. A long-term CR at FY 17 fund levels for the remainder FY 18, however, will likely provide funds in the FY 18 rail title accounts.

Customer Service Program Upgrades

Bicycle Access Program - Capitol Corridor Station Bicycle eLocker Project and Folding Bicycle Rental: The CCJPA has four bicycle initiatives underway at this time: (1) installation of eLockers is nearly complete, with just two stations remaining – Santa Clara/Great America and Oakland Jack London Square; (2) sales of BikeLink cards at select stations to allow easier use of the eLockers; (3) enhanced on-train storage capacity to modify the interior car bicycle rack design that accommodates four bicycles instead of the usual three (the pilot design received positive feedback from passengers who tested the new configuration); and (4) discussions with a vendor to implement a folding bicycle rental service at select stations via an RFP to which one viable vendor responded. Since this project is breaking new ground, CCJPA staff are working with this vendor and anticipate entering into a contract for an R&D phase prior to moving ahead completely.

Richmond Station Improvements: BART has begun installation of the train arrival indicator component of this project and expects completion shortly. CCJPA staff will work with Amtrak to ensure that conductors on Sacramento/Auburn-bound Capitol Corridor trains are trained to use the indicator so they know a BART train is approaching. The conductor can wait for passengers transferring from the inbound BART train to the waiting eastbound Capitol Corridor train (to Sacramento/Auburn). Concurrently, the project includes the installation of a Clipper Card Parking Validation Machine (PVM) near the entrance to the Capitol Corridor/Amtrak boarding platform. This will allow Capitol Corridor passengers, who park at the Richmond BART parking garage, a simpler means to pay/validate for parking with their Clipper Card.

Marketing

Staff kicked off its new “Every Ride Has a Story” marketing campaign using a variety of creative for digital/social media, radio, outdoor, email, and print advertising. The campaign, which will run through mid-October, is focused on promoting Capitol Corridor’s Take 5 for \$5 Weekend deal that began on July 1, as well as the Senior Midweek 50% off deal which continues through the end of August. The Friends & Family fare discount continued as well in July and will run at least through the end of the year. Strategic partnerships include the Oakland A’s, the Sacramento River Cats, SF Giants (AT&T Park), Great America, Tideline water ferry service, Visit Oakland, and the Bay Area Air Quality Management District, which will be doing a train wrap starting in August to promote its Spare the Air campaign. Staff also partnered with BART and Visit Oakland on a social media contest promoting Sacramento’s Farm-to-Fork Festival on September 23; the contest runs from August 21 through September 8. Other partnerships that kicked off in August were the Eat Real Festival in Oakland and SHN Theatre, which is doing a train wrap September through November for Disney’s Aladdin show in downtown San Francisco. The parenting magazine print and email ad campaign also continues through September, as does work on supplemental materials for the Café Car menu and finalizing of the revised Capitol Corridor Ride Guide.

Safety Initiatives

Security Cameras at Capitol Corridor Stations: Installation of cameras and surveillance equipment at the Auburn, Rocklin, Roseville, and Suisun stations has begun and should be completed during 2017. Funding has been identified in a future funding year for security cameras at the Martinez, Emeryville, and Oakland Jack London Square stations. When complete, all Capitol Corridor stations will be equipped with security cameras and surveillance equipment.

Positive Train Control: The current deadline for Positive Train Control (PTC) implementation is December 31, 2018, and the Union Pacific Railroad (UPRR) has expanded testing of the PTC system to their entire California network, as well as elsewhere within their system. UPRR recently announced that the Amtrak-operated trains on the UPRR route between Chicago and St. Louis will be the first Amtrak trains to be tested on the UPRR PTC system. Testing in California will follow shortly. The

CCJPA has requested additional information from UPRR on the expected installation and maintenance costs of PTC for the Capitol Corridor, as well as the requirements for operators to begin testing of PTC-enabled passenger trains on UPRR tracks. Installation of the PTC hardware (electronic equipment) on the state-owned rail equipment has been completed for the Northern California intercity rail fleet (supporting the Capitol Corridor and San Joaquin trains), with all locomotives and cab cars equipped. Some software installation and programming will be completed in late 2017 prior to the start of testing of the PTC system.

Project Updates

Travel Time Savings Project (TTS): The UPRR is nearing completion of the TTS Project, with completion expected in early 2018. The project experienced a three-month delay because crews assigned to the project were temporarily redirected to repair damage to the Northern California rail network from this winter's storms and flooding. Next steps will include completion of the track and railroad signal system improvements and calculation of reduced travel times (estimated to be between six and 10 minutes) to be achieved for Capitol Corridor trains between Sacramento and San Jose. The schedule change that will include these travel time savings is expected to happen during the first half of 2018.

Sacramento-Roseville 3rd Track Project: On June 29, 2017, the California Transportation Commission (CTC) awarded state funds for the final design and right-of-way (ROW) acquisition phases of the Sacramento-Roseville 3rd Track Phase 1 (SR3T Ph1) Project. Prospective consultants were interviewed by the CCJPA team for the final design work, and negotiations are underway to enter a contract for this design work.

Wayside Power Systems: The Capitol Corridor has been able to achieve significant reductions in both diesel fuel consumption and corresponding emissions through the use of wayside power systems at locations where trains are stored or serviced. By plugging the train's electrical system into the wayside power source, the on-board generators can be shut down during the layover and servicing period while still maintaining power to the on-board heating, lighting, air conditioning, and food storage systems. Currently, these systems exist at Sacramento, Oakland, and San Jose. Construction has begun on a new wayside power system at Auburn. Also, funding was recently awarded to the CCJPA for constructing additional wayside power plug-in points at the Oakland Maintenance Facility. The CCJPA will begin construction of those units as soon as the signed grant agreement is returned for that funding.

Alternative Fuels Pilot Program: Pursuant to the authorization from the CCJPA Board, staff has established a program to begin investigating the use of renewable diesel fuels after being introduced to the concept by peer staff at the Sacramento Metropolitan Air Quality Management District (SMAQMD). Renewable diesel (RD) provides roughly a 66% reduction in carbon lifecycle emissions over traditional petrol diesel, significantly reducing the GHG impact of locomotive emissions. The type of RD used in this pilot program is derived primarily from processed animal fat and is formulated to meet the same fuel standards as traditional petrol diesel, which is currently used on the locomotives assigned to the Capitol Corridor. The first step of the pilot program was to meet with the California Air Resources Board (CARB) staff to identify a testing period on the various Northern California fleet vehicles. Currently CARB, CCJPA, and Amtrak are involved in emissions testing of RD. The first test, which will commence in August 2017, will be on a F59 locomotive (2005), and if the use of RD proves viable, a second test will be performed on one of the new Charger locomotives. If all tests show that RD is operationally suitable, the CCJPA will shift towards the use of RD for normal operations. The tests will be landmarks for all passenger rail services in California, and if RD is viable, CARB may run lab-based emissions tests for RD locomotives to determine official emission rates.

Fairfield/Vacaville Station (FFV): The City of Fairfield is nearing completion of the Fairfield/Vacaville station, with a projected completion date of October 2017. Next steps will include revising the current public timetable to include Fairfield/Vacaville station, testing of trains stopping to serve the station relating to passenger boarding/alighting (wheelchairs/mobility devices, bikes and luggage), and adjusting current run times between stations.

Outlook – Closing

The Capitol Corridor recovered from the slight ridership drop in July 2017 [-0.9% versus July 2016] with a 5.8% ridership increase in August 2017. Results for the 11 months into FY 17 indicate another positive year for Capitol Corridor performance. Compared to the annual standards, FYTD 17 ridership is +3%, revenue is +5.3%, system operating ratio is +2%, and OTP is -3% to +1%.

Over the next 6-9 months, the CCJPA will be working with its project partners to put together financing plans and grant applications to advance and implement safety/security [PTC and railroad right-of-way fences], sustainability initiatives [bike access, renewable diesel fuel], service expansion plans [added trains to Roseville and San Jose], and passenger amenities [digital platform message signs] that will enhance the attractiveness of the Capitol Corridor service and improve the performance of the Northern California megaregional passenger rail network.



2017-2018

Capitol Corridor- Completed/Proposed Marketing & Communications Activities Calendar Modified 9/6/2017

July

- ✓ Senior Midweek and Take 5 discounts
- ✓ Oakland A's discount continues
- ✓ Parenting magazine buys
- ✓ Partnerships: Great America, Tideline, BAAQMD, Giants Enterprises, Visit Oakland, A's, River Cats, San Jose Jazz Summer Fest
- ✓ Ride Guide revision
- ✓ Café Car menu
- ✓ Annual Report

August

- ✓ Cappy Hour featuring onboard musician
- ✓ San Jose Jazz Summer Fest social media contest
- ✓ Group Travel Planning for FY18
- ✓ Oakland Raiders promotion begins
- ✓ Tideline Promotion
- ✓ Senior midweek promo ends
- ✓ Farm-to-For contest w/ BART and Visit Sacramento
- ✓ Parenting Magazine buys

September

- ✓ Gold Rush Days event
- ✓ 2018 Transit Transfers, Placer Step-Up Coupons
- ✓ Oakland A's and River Cats promotions end
- Spare the Air/BAAQMD partnership
- Take 5 offer/advertising continues
- 49ers late train 9/21
- KHTK Oakland Raiders radio promotion begins
- Rail Safety Month: kickoff event at California State Railroad Museum (9/7), social media, California Operation Lifesaver coop ad buy
- Eat Real Food Festival promotion
- SHN/Aladdin partnership and train wrap
- Parenting Magazine buys

October

- Coldplay concert, planning special late train from

Levi's Stadium

- Begin design/production of Annual report
- Fleet Week promotion with Tideline
- City of Davis Car Free Month
- Instagram contest

November

- Raiders promo continues
- New schedule for Fairfield-Vacaville station opening plus promotion

December

- Poss. Holiday Ice Rinks (Sacramento & San Jose)
- Friends & Family fare discount renewal for 2018
- Raiders promotion ends

January

- New weekend offer to begin
- Business Plan— draft and Public Workshops

February

- Stitch 'n' Ride Discount Offer

March

- Oakland A's promo and discount starts

April

- Earth Day events and promotions
- Baseball season promotion

May

- Local Bike to Work Day events

June

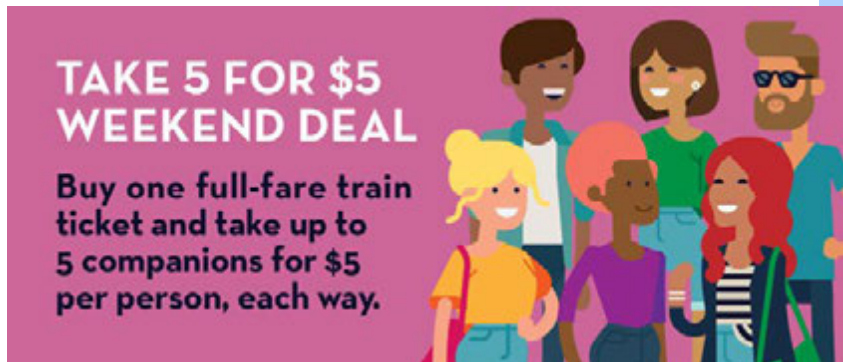
- Contract/Vendor planning for FY19

Status Report – CCJPA Marketing: 9/6/2017

ADVERTISING, PROMOTIONS & EVENTS

Advertising/Promotions

- Launched Summer/Fall advertising campaign including outdoor/digital/radio/mobile app (eg. Waze)



Marketing Partnerships

- **Sports Partnerships:** Oakland A's 25% discount; River Cats, Raiders/KHTK
- **Destination/Event Partnerships:** Great America; Giants Enterprises (AT&T Park); BAAQMD (Spare the Air train wrap), San Jose Summer Fest, Visit Oakland
- **Other transit:** Tideline



Public/Media Relations, Announcements & Events:

- Rail Safety Month Kickoff Event 9/7, California State Railroad Museum; co-op advertising with California Operation Lifesaver as well as support of advertising/outreach campaign during the month of September in key markets along the Capitol Corridor route
- On board Cappy Hour 8/3 with San Jose Jazz musician



Status Report – CCJPA Marketing: 9/6/2017

WEBSITE/ E-MAIL/ BLOG/SOCIAL MEDIA/ ON BOARD WI-FI

- **Capitol Corridor Communications: Service Alerts/CC Rail Mail/Blog/Wi-Fi Landing Page**

CC Rail Mail E-Newsletter 4,264 subscribers (up .07%)	Service Alerts (Email and Text) 3,513 subscribers (up 1 subscriber)	Get On Board Blog 907 subscribers (up 9% due to added category of “Weekend Picks”)
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- **Website Updates** – Staff made updates to reflect new fare offers, partnerships and ongoing content edits.
- **Get on Board Blog Activity for August 2017:** (www.capitolcorridor.org/blogs/get_on_board)

- Blog posts: 11
- Blog page views: 3,676
- Top 3 blog posts (by page views):
 1. Vegan/Vegetarian Restaurants Along the Capitol Corridor
 2. Capitol Corridor Passengers Save 50% on Tideline Water Shuttle
 3. A Car-Free, Hassle-Free Trip to lake Tahoe on the Capitol Corridor

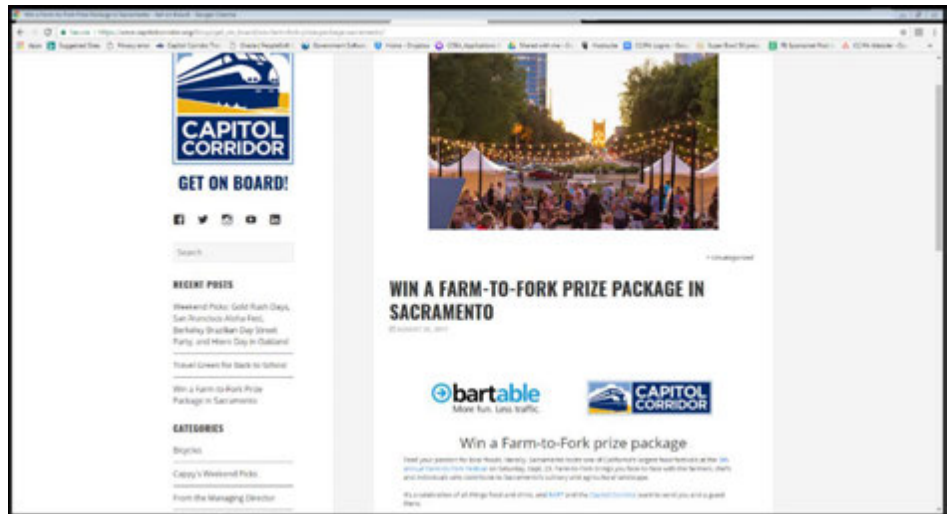


- **Onboard Wi-Fi Landing Page for Aug 2017:**
 - 104,739 pageviews (32,721 unique sessions)
 - New Content updates include: Take 5, San Jose Jazz Fest, Oakland Raiders, safety overview
- **Twitter, Facebook, Instagram (as of 8/4/17)**

 Facebook Fans = 12,615	 Twitter Followers = 4,852	Instagram Followers = 1,210
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JOINT COMMUNITY/MEMBER AGENCY PROJECTS

- Placer County Transportation Planning Agency: finalized two-year agreement. Need to set date for FY18 planning meeting.
- Joint contest/promotion with BART and Visit Sacramento – Farm-to-Fork foodie prize pack giveaway, including hotel stay in Sacramento, restaurant gift certificate, event tickets and travel on the Capitol Corridor and BART (targeted at Bay Area audience)



NEW/ONGOING OFFERS

- **Take 5 on Weekends** – This popular small-group discount began on July 1 right after BOGO Saturdays ended. Passengers can buy one full-fare ticket and bring up to 5 companions for \$5 each person/each way, 1 day in advance. Now through 12/31.
- **Friends & Family 50% off** – This discount is for small groups of two to six passengers, offering 50% off up to 5 companion fares with the purchase of one full-fare ticket. Friends & Family tickets must be purchased online, 2 days in advance. The promotion officially ends January 2017; however, we will renew the offer, as it is now established as an ongoing, small-group fare offer.
- **Senior Midweek** – This discount is for seniors 62 and older offering 50% off travel on Tuesdays, Wednesdays, and Thursdays. Discounted tickets can be purchased online or at a station through August 31, 2017. There is no advance purchase required.
- **20% coupon** – This coupon is used primarily to offer a discount to single travelers and/or assist with customer service, so this is not in major distribution.
- **Group Travel/Train Treks** – Discount of 30% for Social and Business Groups of 20 or more passengers. The Train Treks program which serve youth and student groups offers set, deeply-discounted fares for school and youth groups.
 - **FY 17: July 2016 – July 2017**
 - **Number of Groups Traveled:** 223
 - **Revenue from Groups:** \$131,581
 - **Number of passengers:** 10,159
 - **Top City Pairs:** Martinez to Sacramento and Sacramento to San Francisco
 - **July 2017 – August 2017**
 - **Number of Groups Traveled:** 16
 - **Revenue from Groups:** \$11,740
 - **Number of passengers:** 676
 - **Top City Pairs:** Martinez to Sacramento and Oakland Jack London to Sacramento

**TAKE 5 FOR \$5
WEEKEND DEAL**

 **CAPITOL
CORRIDOR**

Train Time = Family Time

Save on your next family trip in Northern California and ride the Capitol Corridor train!

Buy one full-fare ticket and take **up to 5** additional passengers for **\$5 each person, each way** on weekends and holiday Mondays.

Book Now

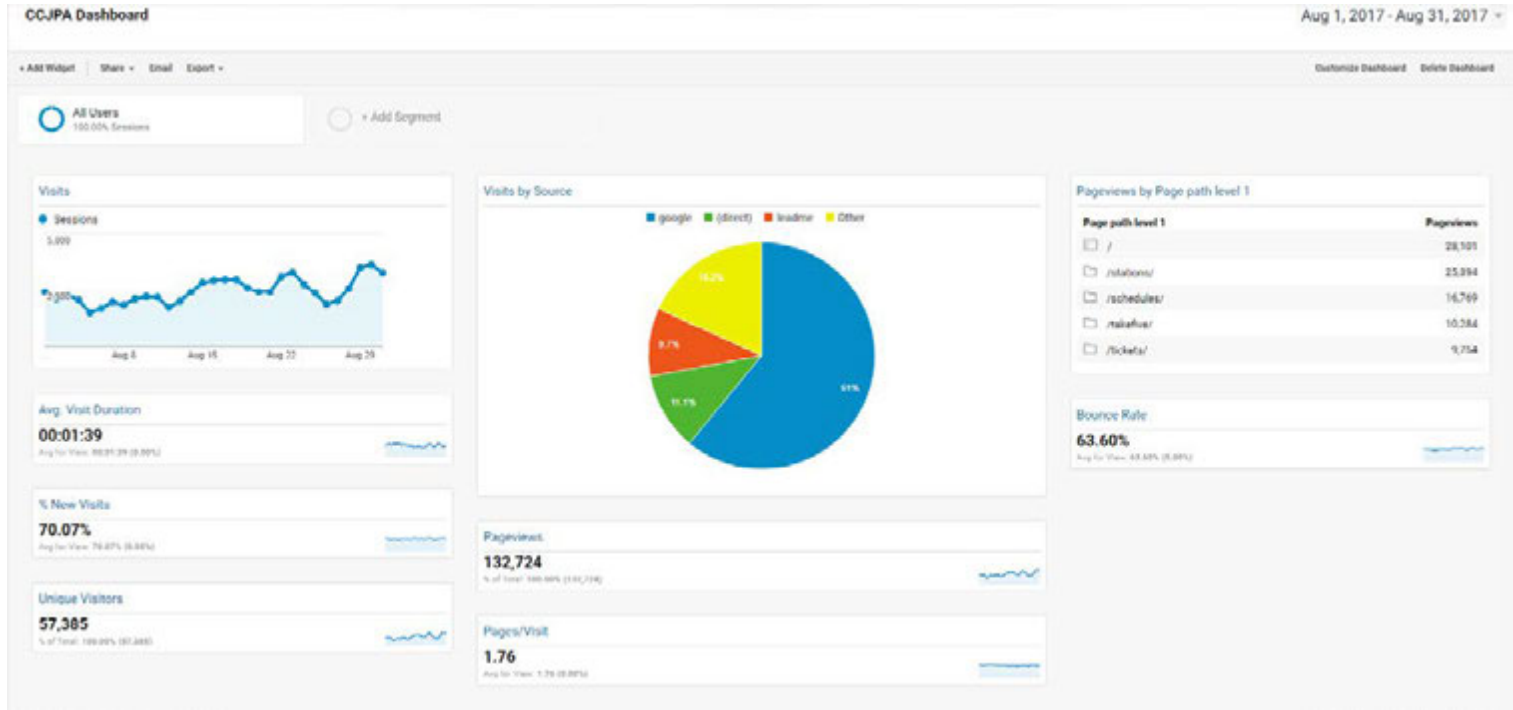
Every ride has a story. For tickets go to:
RideCCRail.com/TakeFive

Status Report – CCJPA Marketing: 9/6/2017
 PROMOTIONS REPORT

BOGO Saturdays - Buy one, get one free	Jan	Feb	Mar	Apr	May	Jun	Jul	Total YTD
Ridership	459	611	669	1,293	852	1,017	323	5,224
Revenue	\$ 5,649	\$ 8,440	\$ 9,359	\$ 17,427	\$ 11,886	\$ 14,301	\$ 4,569	\$ 71,631
Senior 50% Midweek - T, W, Th	Apr	May	Jun	Jul	Total YTD			
Ridership	1,277	2,355	2,612	2,306	8,550			
Revenue	\$ 16,854	\$ 30,961	\$ 34,651	\$ 30,142	\$ 112,608			
Friends & Family - Buy one, take 5 for 50%	Jan	Feb	Mar	Apr	May	Jun	Jul	Total YTD
Ridership	519	487	514	850	1,223	823	727	5,143
Revenue	\$ 10,046	\$ 9,172	\$ 9,137	\$ 16,173	\$ 21,648	\$ 14,920	\$ 13,478	\$ 94,574
Oakland A's - 25% off	Mar	Apr	May	Jun	Jul	Total YTD		
Ridership	20	336	512	547	517	1,932		
Revenue	\$ 384	\$ 6,186	\$ 10,138	\$ 10,635	\$ 10,013	\$ 37,356		
Take 5 wknds - Buy one, take 5 for \$5	Jul	Total YTD						
Ridership	1160	1160						
Revenue	\$ 14,661	\$ 14,661						

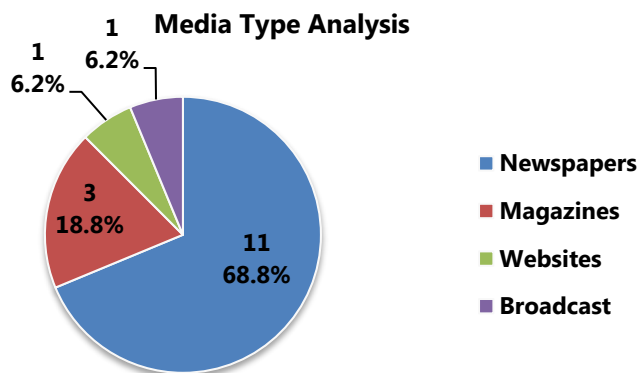
Status Report – CCJPA Marketing: 9/6/2017

WEBSITE STATISTICS – August 2017



EARNED MEDIA REPORTS –July 2017

July 2017	
TOTAL EARNED MEDIA VALUE	\$108,731



Media Type Analysis:

Capitol Corridor generated **16** articles in July 2017.

Online version of Newspapers published **11** articles (68.8 percent). The most prominent newspapers by impression were *the Sacramento Bee*, *the Mercury News* and *San Francisco Chronicle*.

Magazines published **three** articles (18.8 percent). The most prominent magazines by impression were *Forbes* and *Railway Track and Structures*.

Websites earned **one** article (6.2 percent) from *Breitbart News*.

Online version of Broadcast generated **one** clip (6.2 percent) from *KGO-TV*.

Week 1 contributed the highest volume of coverage with **six** articles. Major themes included:

- Eliminating long-distance trains would allow Amtrak to focus on better managing its state-supported Capitol Corridor, San Joaquin and Pacific Surfliner train services
- A woman being killed when a Capitol Corridor train struck her car, parked on the Union Pacific Railroad tracks at Pitt School and Porter roads in Dixon.

Week 2 saw **five** articles. Topics included:

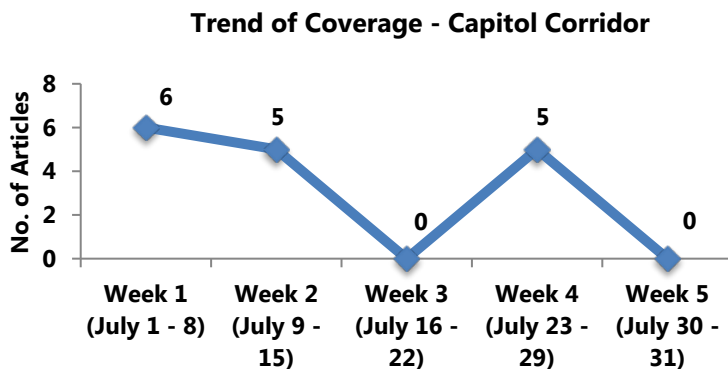
- Union City BART station being expected to become an intermodal station very soon and will have links to Dumbarton Rail, Capitol Corridor and ACE train
- Capitol Corridor Train 550 being delayed in Martinez for close to three hours due to the accident caused by the Coast Starlight train No.14

Week 3 had no coverage.

Week 4 saw **five** articles. Highlights included:

- Capitol Corridor train ride from the Sacramento Valley station providing scenic experiences for its passengers

Week 5 had no coverage.



How's Business?

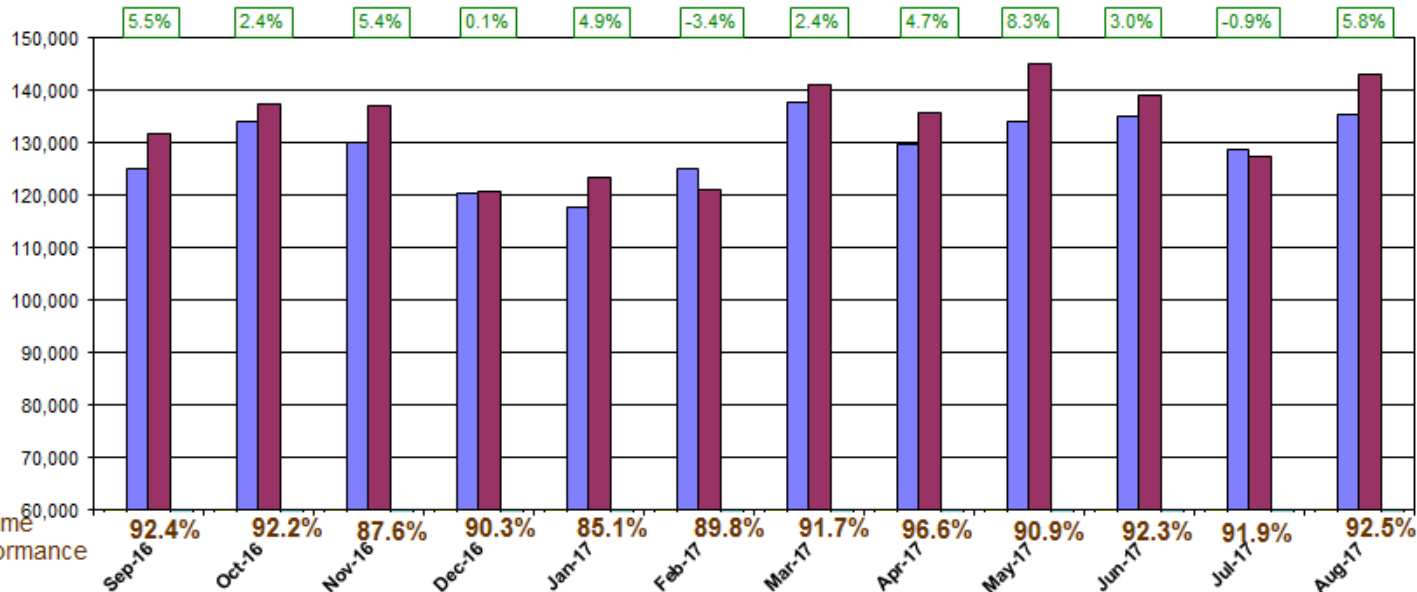
Ridership



■ Prior 12 Months ■ Current 12 Months

3.21% Overall 12-Month Growth
Ridership Last 12 Months=1,603,917
Ridership Prior 12 Months=1,553,978

% difference current month to prior year's month



On-time Performance



FY 2017 Performance Measures

Month	State Performance Standards (a)				Other Performance Measures		
	Ridership		On-time Performance	System Operating Ratio (b)	Revenues		Customer Satisfaction
	Actual	Business Plan	Actual	Actual	Actual	Business Plan	Actual
October-16	137,413	130,723	92.2%	61.4%	\$2,834,325	\$2,675,927	88.0
November-16	137,118	126,644	87.6%	58.3%	\$2,993,001	\$2,834,653	84.3
December-16	120,672	117,446	90.3%	52.9%	\$2,748,706	\$2,759,900	87.4
January-17	123,616	114,728	85.1%	50.4%	\$2,623,174	\$2,514,660	88.2
February-17	120,962	121,958	89.8%	53.7%	\$2,555,209	\$2,528,430	88.8
March-17	141,252	134,321	91.7%	55.0%	\$2,848,352	\$2,722,281	90.1
April-17	135,950	126,497	96.6%	61.4%	\$2,842,127	\$2,521,935	90.2
May-17	145,230	130,628	90.9%	57.1%	\$2,944,044	\$2,674,760	83.8
June-17	139,047	131,449	92.3%	61.4%	\$2,922,908	\$2,663,780	90.0
July-17	127,505	125,291	91.9%	56.1%	\$2,797,540	\$2,714,973	90.6
August-17	143,230	131,840	92.5%	54.8%	\$2,877,921	\$2,696,930	
September-17		128,472				\$2,756,771	
Total YTD	1,471,995	1,391,528	91%	57%	\$30,987,307	\$29,308,229	88.1
Previous YTD	1,428,892	--	94%	55%	29,420,333	--	88.8
YTD Change	3.0%	5.8%	-3.3%	2.0%	5.3%	5.7%	-0.8%
Annual Standard/Measure		1,520,000	90%	53%		\$32,065,000	89.7

a) Standard developed by CCJPA in annual business plan update and approved by the California State Transportation Agency

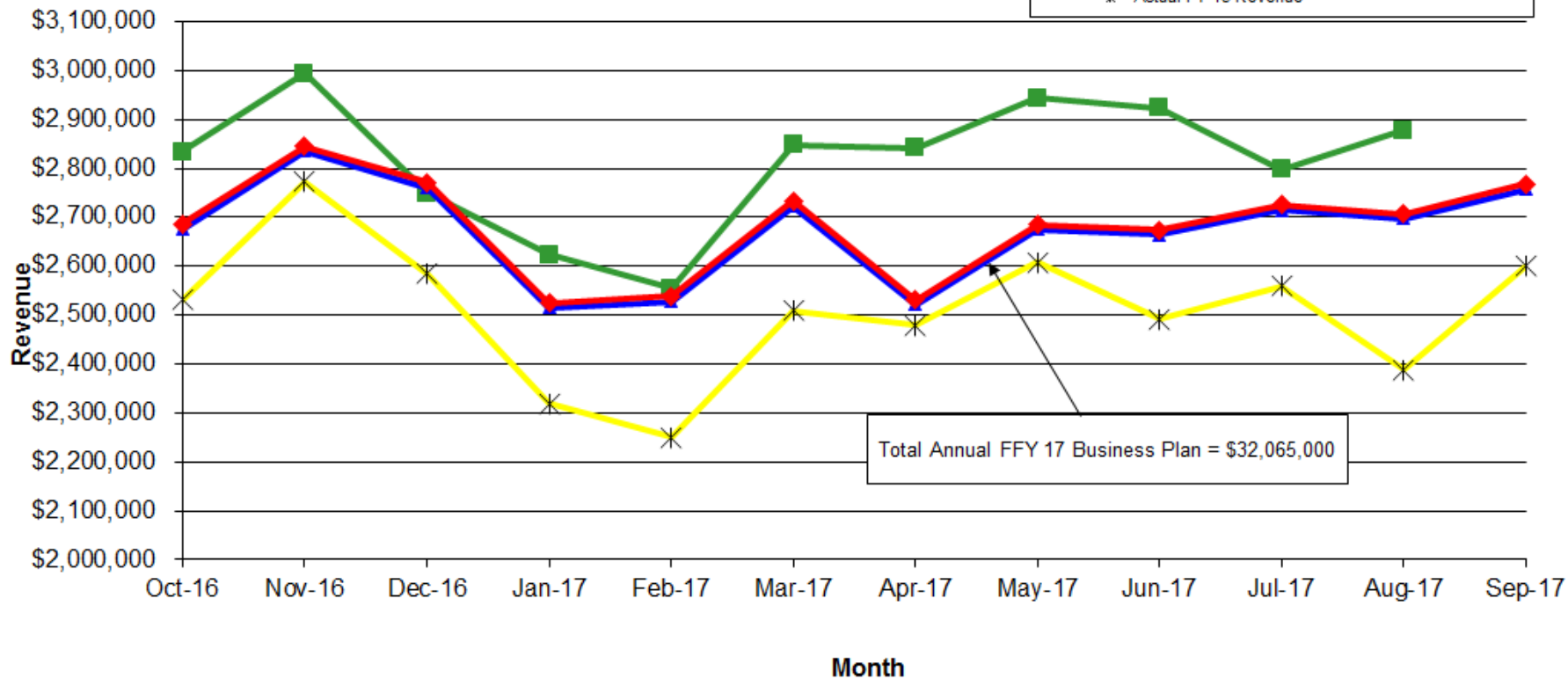
b) This standard measures total revenues (farebox and other operating credits) divided by total expenses (Amtrak operations + CCJPA Call Center)

How's Business?: Revenue

Capitol Corridor Performance FFY 2016-17 Monthly Revenues Actual vs Business Plan



5.7% vs. FFY 17 Business Plan YTD
 5.3% vs. Prior FFY 16 YTD
 12.7% vs. Prior FFY 15 YTD



CAPITOL CORRIDOR JOINT POWERS AUTHORITY
Regular Board Meeting

Capitol Corridor Joint Powers Authority Board of Directors
Minutes of the 105th Meeting
June 21, 2017

The 105th meeting of the Board of Directors of the Capitol Corridor Joint Powers Authority (CCJPA) was held at 10:00 a.m., Wednesday, June 21, 2017, via simultaneous teleconference at BART Board Room, 344 20th Street, Third Floor, Oakland, California; San Jose City Hall, Tower Building, 200 E. Santa Clara Street, Room #T1853, San Jose, California; and Placer County Transportation Planning Agency, 299 Nevada Street, Auburn, California. Chair Lucas Frerichs presided; Kenneth A. Duron, Recording Secretary.

I. Call to Order. Chair Frerichs called the meeting to order at 10:04 a.m.

II. Roll Call and Pledge of Allegiance. Directors present in Oakland: Chair Lucas Frerichs, Yolo County Transportation District (YCTD); Jeff Harris, Sacramento Regional Transit District (SRTD); Steve Miller, SRTD; Jim Holmes, Placer County Transportation Planning Agency (PCTPA); Don Saylor, YCTD; Debora Allen, San Francisco Bay Area Rapid Transit District (BART); Bevan Dufty, BART; Joel Keller, BART; Robert Raburn, BART; Rebecca Saltzman, BART; Jim Sperring, Solano Transportation Authority (STA); and Len Augustine, STA (Alternate).

Director Nicholas Josefowitz, BART, entered the meeting later in Oakland.

Present in San Jose: None. Director Raul Peralez, Santa Clara Valley Transportation Authority (SCVTA), entered the meeting later in San Jose.

Present in Auburn: Director Bridget Powers, PCTPA (Alternate).

Absent: Directors Susan Rohan, PCTPA (Alternate in stead); Teresa O'Neill, SCVTA; and Harry Price, STA (Alternate in stead).

III. Report of the Chair. Chair Frerichs introduced new Director Bridget Powers serving as an alternate director for member agency Placer County Transportation Planning Agency. Chair Frerichs reported on the enactment and implementation of Senate Bill 1, and noted upcoming discussion of the Operating and Capital Budgets; introduction of new Charger locomotives into revenue testing; and the Northern California Megaregional Rail Governance Workshop immediately following the regular Board Meeting.

Director Raul Peralez entered the Meeting in San Jose.

Director Nicholas Josefowitz entered the Meeting in Oakland.

IV. Consent Calendar. Chair Frerichs introduced the Consent Calendar. Director Holmes moved adoption of Item IV.1. Minutes of the February 15, 2017 Meeting; and Item IV.2. Resolution No. 17-08, In the Matter of Authorizing a Revised Budget for the Capitol Corridor Station Signage Program – Phase I. Director Raburn seconded the motion. Item V.1 passed by roll call vote.

Ayes: 14 – Directors Frerichs, Harris, Miller, Holmes, Saylor, Peralez, Allen, Dufty, Josefowitz, Keller, Raburn, Saltzman, Spering, and Augustine. Noes: 0. Abstain: 1 – Director Powers. Absent: 1 – Director O’Neill. Item V.2 passed by unanimous roll call vote. Ayes: 15 – Directors Frerichs, Harris, Miller, Holmes, Saylor, Peralez, Allen, Dufty, Josefowitz, Keller, Raburn, Saltzman, Spering, Augustine, and Powers. Noes: 0. Abstain: 0. Absent: 1 – Director O’Neill.

V. Action and Discussion Items.

1. Legislative Matters/Governor’s May Revise State FY17-18 Budget. Mr. David Kutrosky, Managing Director, reviewed proposed legislative matters affecting Capitol Corridor service, including the enactment of Senate Bill 1 (Beall); SCA 6 (Weiner) – Reduced Local Sales Tax Threshold for Transportation Projects; FY2017 Federal Appropriations; and SB592 (Beall) – Metropolitan Transportation Commission sponsored Regional Measure 3 Bridge Toll Increase.

Director Saltzman moved that the CCJPA Board authorize the CCJPA Executive Director to submit a letter of support for SB595 (Beall) and direct staff to utilize Board approved project(s) in the Vision Implementation Plan in proposing potential projects(s) for inclusion in the measure. Director Raburn seconded the motion with passed by unanimous roll call vote. Ayes: 15 – Directors Frerichs, Harris, Miller, Holmes, Saylor, Peralez, Allen, Dufty, Josefowitz, Keller, Raburn, Saltzman, Spering, Augustine, and Powers. Noes: 0. Abstain: 0. Absent: 1 – Director O’Neill.

2. Overview of Draft FY17-18 CCJPA Budget (Operations, Administration and Marketing). Mr. Kutrosky provided an overview of the Draft FY17-18 budgets for service operations, marketing and administrative management for the Capitol Corridor service. The item was discussed.
3. Update: Programmed Capital Projects and New Rail Vehicle Deliveries. Mr. Kutrosky provided an update on the CCJPA’s Capital Program, including infrastructure projects and the delivery of new rail vehicles for the Capitol Corridor service through June 2017. The item was discussed.
4. December 7, 2016 Capitol Corridor Train 527 Incident: Amtrak Investigation and Subsequent Actions. Mr. Kutrosky introduced Sean Paul and Anthony Chapa, representing Amtrak, to review the service incident that occurred on Capitol Corridor train number 527 on December 7, 2016 and the follow-up actions based on the investigation. The item was discussed.
5. Managing Director’s Report. Mr. Kutrosky reviewed the recent system performance indicators through May 2017, highlighting ridership; revenue; farebox ratio; schedule change comparisons; FY16 Performance Report; and other service-related items. The report was discussed.
6. Work Completed and 7. Work in Progress. Chair Frerichs invited questions or comments from the Board on Items 6 and 7. Director Peralez commented on promotions and marketing opportunities in San Jose and Director Raburn encouraged exploring special trains to service major concert venues and events.

VI. Board Member Reports. Chair Frerichs invited Board member reports. None were received.

VII. Public Comments. Chair Frerichs invited comment from the public. Mr. Doug Kerr, Rail Passenger Association of California (Rail PAC) and Mr. David Biggs, City of Hercules, addressed the Board.

VIII. Adjournment. The Meeting adjourned at 11:25 a.m. Next Meeting Date: 10:00 a.m., September 20, 2017, at the City Council Chambers, Suisun City Hall, 701 Civic Center Blvd., Suisun City, California.

CAPITOL CORRIDOR JOINT POWERS AUTHORITY
Special Board Meeting

Capitol Corridor Joint Powers Authority Board of Directors
Minutes of the 106th Meeting
June 21, 2017

The 106th meeting of the Board of Directors of the Capitol Corridor Joint Powers Authority (CCJPA) was held at 11:00 a.m., Wednesday, June 21, 2017, via simultaneous teleconference at BART Board Room, 344 20th Street, Third Floor, Oakland, California; San Jose City Hall, Tower Building, 200 E. Santa Clara Street, Room #T1853, San Jose, California; and Placer County Transportation Planning Agency, 299 Nevada Street, Auburn, California. Chair Lucas Frerichs presided; Kenneth A. Duron, Recording Secretary.

I. Call to Order. Chair Frerichs called the meeting to order at 11:28 a.m.

A. Roll Call. Directors present in Oakland: Chair Lucas Frerichs, Yolo County Transportation District (YCTD); Jeff Harris, Sacramento Regional Transit District (SRTD); Steve Miller, SRTD; Jim Holmes, Placer County Transportation Planning Agency (PCTPA); Nicholas Josefowitz, San Francisco Bay Area Rapid Transit District (BART); Robert Raburn, BART; Rebecca Saltzman, BART; Jim Spering, Solano Transportation Authority (STA); and Len Augustine, STA (Alternate).

Director Don Saylor, YCTD, entered the meeting later in Oakland.

Present in San Jose: Director Raul Peralez, Santa Clara Valley Transportation Authority (SCVTA).

Present in Auburn: None.

Absent: Directors Susan Rohan, PCTPA; Teresa O'Neill, SCVTA; Debora Allen, BART; Bevan Dufty, BART; Joel Keller, BART; and Harry Price, STA (Alternate in stead).

III. Workshop Introductory Presentation. Mr. David Kutrosky, Managing Director, and Mr. James Allison, Manager of Planning, provided an overview of the workshop and purpose.

II. Public Comment on Items III-V Only. Chair Frerichs invited comment from the public. Mr. Doug Kerr, Rail Passenger Association of California (Rail PAC) and Mr. Mark Evanoff, Assistant City Manager, City of Union City, addressed the Board.

Director Saylor entered the meeting in Oakland.

The Board Meeting recessed at 11:40 a.m.

The Board Meeting reconvened at 12:01 p.m.

Directors present in Oakland: Directors Frerichs, Harris, Miller, Holmes, Saylor, Josefowitz, Raburn, Saltzman, Spering and Augustine.

Directors present in San Jose: None.

Directors present in Auburn: None.

Absent: Directors Rohan, Peralez, O'Neill, Allen, Dufty, and Keller.

IV. Bay Area Council Presentation. Mr. Jim Wunderman, President and Chief Executive Officer, Bay Area Council, presented a perspective for the megaregional approach.

V. Megaregional Rail Workshop. The Workshop was held.

Director Saltzman exited the meeting in Oakland.

Directors Miller and Holmes exited the meeting in Oakland.

VI. Adjournment. The Special Meeting adjourned at 12:28 p.m. due to loss of a quorum. The Workshop continued.

NATIONAL RAILROAD PASSENGER CORPORATION
and
CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT FOR THE PROVISION OF
RAIL PASSENGER SERVICE

THIS AGREEMENT made as of the first day of October 2017, 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. 4848 ("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 (the "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 (the "Agreed 209 Methodology"), which decision is incorporated herein by reference.

WHEREAS, the Capitol Corridor Service trains operating between San Jose, CA and Auburn, CA, ("Service"), are subject to the Agreed 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 Agreed 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) The Agreement is not, and will not be construed to be, the sole contract for construction, maintenance or repairs into which the CCJPA may enter during the term of the agreement or as it may be extended. The CCJPA reserves the right to provide construction, maintenance or repair services by its own employees and

equipment or pursuant to contract with other parties during the term of the Agreement.

- (b) Amtrak shall provide rail passenger service over the route(s) set forth in Appendix I 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 I made pursuant to Section 10 hereof.

Amtrak shall not be required to provide rail passenger service on any route additional to the route(s) set forth in Appendix I hereto except pursuant to a mutually agreed and duly executed and supplemental Appendix I. Each such supplemental Appendix I 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.

- (c) Amtrak shall submit for CCJPA approval any and all Amtrak advertising campaigns referencing Capitol Corridor service. Upon request, Amtrak will install CCJPA-approved promotional materials or public information notices on Service Property and Service Equipment pursuant to procedures established by the CCJPA. Amtrak shall obtain prior CCJPA approval for any and all marketing messaging, printed promotional materials, and/or public information notices that appear on Capitol Corridor trains (excluding material provided by San Joaquin Joint Powers Authority). 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 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.
- (d) Amtrak shall not release any statistical data or other information to the media or any other third-party without the prior approval of the CCJPA, unless required by law. Amtrak or its employees shall not engage with the media regarding CCJPA, such as policy, planning, and service management matters. Amtrak shall designate

the individual in writing who may handle media requests regarding Capitol Corridor or the CCJPA. Any requests from the media inquiring about the CCJPA, such as requests pertaining to policy/planning/service management, shall be referred to the designated Public Relations person. Amtrak may handle media inquiries as they pertain to day-to-day Capitol Corridor operations, such as delays and incidents, and other matters upon mutual agreement.

- (e) 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 form of seat drops, station postings, public address announcements, electronic service advisories and visual messages.
- (f) Amtrak shall convene jointly with the CCJPA on a quarterly basis to create SOPs for service related issues and to review and revise current SOPs as needed. Amtrak will provide CCJPA an action plan within 30 days of new/revised SOPs on how new SOPs and/or updates to the SOPs will be disseminated to affected employees.
- (g) 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.

- (h) 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. 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. Amtrak and the CCJPA shall jointly approve decisions impacting such things as menu items and prices, level of on-board amenities, fares, on-board operating policies (including procedures for disabled access, train crew procedures and stationing, and checked baggage service), and

reservations requirements. Both parties agree that in order to provide a consistent level of service across all Amtrak services, that tariff policies (including age or membership restrictions to qualify for passenger-type discounts, and rules, procedures and fees for handling reservation cancellations, ticket exchanges, and ticket or payment refunds) will be handled consistent with Amtrak national policies.

- (i) 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, after receiving CCJPA approval, 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. 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 Agreed 209 Methodology.

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 XVI, 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.

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.

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 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.

- (g) In order to enhance the operation of the service set forth in Appendix I, Amtrak and CCJPA may, from time to time, identify projects to improve facilities used on the Capitol Corridor route identified in Appendix I. 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) therefor.

- (h) 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 II, 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 II shall be accepted for carriage except Route 35. 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.

- (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 (SJPA) twelve (12) hours advance written notice of its arrival. Upon its arrival, the car or locomotive will be held for CCJPA and SJPA inspection. When both CCJPA and SJPA 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. Amtrak will notify CCJPA and SJPA in writing that a car or locomotive is leaving the northern California pool eighteen (18) hours before movement. Provided this notification is given, Amtrak is free to move the car or locomotive upon inspection by CCJPA and SJPA or at the end of the eighteen (18) hour period (whether or not it has been inspected by CCJPA and SJPA), whichever occurs first. In an emergency situation, Amtrak is authorized to move State-owned cars and locomotives in and out of the northern California pool without the notice and holding periods set forth above; however, Amtrak will provide a notice to CCJPA and SJPA as soon as possible.
- (j) PERFORMANCE STANDARDS
 - (a) Performance Standards, Incentives, and Assessments. Amtrak will endeavor to operate the Service so as to achieve the performance standards set forth in Appendix II, V, VI, VII, IX and X (“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 II, V, VI, VII IX and X, CCJPA agrees to make additional payments to Amtrak in the incentive amounts set forth in Appendix II, V, VI, VII, IX and/or X (“Incentives”). In the event that Amtrak does not achieve a certain level of performance established for each Performance Standard as set forth in Appendix II, V, VI, VII, IX and X, Amtrak agrees to credit CCJPA the assessments amounts set forth in Appendix II, V, VI, VII, IX and/or X (“Assessments”).
 - (b) 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 V and IX, including the method and frequency of data collection.
 - (c) 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 II, VI, VII and/or X (“Observation-Based Standards”).

- (d) 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.

For Data-Based Standards set forth in Appendix V and/or IX, Amtrak will collect the required data derived from the sources outlined in Appendix V and/or IX and for the time period (monthly/quarterly) defined in Appendix V and/or IX, 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.

For Observation-Based Standards, representatives of CCJPA shall conduct inspections in the manner set forth in Appendix II, VI, VII and/or X. 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 \$12,500 per month, even in cases where the calculations in Appendix II, V, VI, VII, IX and/or X would result in higher amounts.

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 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 II, V, VI, VII, IX and/or X, and neither Party shall be entitled to adjust or make a claim concerning any such calculation.

- (e) 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.

- (f) The CCJPA and Amtrak agree that the following standards outlined in Appendix II, V, VI, VII, IX and X 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) 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.
- (l) Amtrak shall deploy State-owned equipment among the San Joaquin, Surfliner (LOSSAN) and Capitol Corridors 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 and CCJPA, SJJPA and LOSSAN JPA to review and update, as necessary, the Deployment Plan. Further, CCJPA agrees to meet and confer, either in person or via teleconference, with the 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 on or before the date mandated by federal law, and thereafter maintain such components.
- (m) 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 XIV. 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. Notice of such Caltrans-authorized modifications shall be provided to CCJPA 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.

- (n) The parties acknowledge that they each maintain websites promoting the Capitol Corridor Service. In an effort to maintain consistent websites, each party will timely notify the other of any updates or changes to their respective website.

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), 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 only 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, in the reasonable judgment of Amtrak, any proposed aforesaid decision will affect other Amtrak service, Amtrak shall solicit CCJPA's concurrence thereon prior to 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 if the parties fail to agree, Amtrak may implement such proposed decision upon the expiration of the period.

- (iii) If, under Subsections (a) (i) or (ii) 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, 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 Agreed 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 Agreed 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) If during the term of this Agreement, new State-acquired Siemens Charger Locomotives are accepted by the Parties for operation in the Service, use of Diesel Exhaust Fluid (“DEF”) will be required. All costs from outside vendors related to the use of DEF will be charged to the State as part of the Fuel and Power Cost Category of Third Party Costs, as allocated by the APT System. Any costs incurred by Amtrak’s Mechanical forces to support the provision of DEF to the Service will be charged to the State as part of the Car & Locomotive Maintenance and Turnaround Cost Category, as allocated by the APT System. Amtrak will prepare reports and invoices detailing DEF-related charges, with the goal of including labor and non-labor costs, as well as DEF 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 II 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 II; 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.

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 I for the period from October 1, 2017 through and including September 30, 2018:

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

- (i) The estimated sum of Forty Nine Million, Nine Hundred and Fifty Four Thousand, Five Hundred Nineteen Dollars (\$49,954,519) representing an estimate for all projected Route Costs and Additives, for the Service.
- (ii) Operating Costs – General. Estimated Operating Costs are set forth in Appendix XV, Schedule B. Route Costs and Additives, Third Party Costs, and credits for Passenger and Other Allocated Revenue shall be charged based on actual costs incurred and revenues received as recorded in APT. For purposes of estimating the net Operating Cost, estimates of Route Costs, Additives, Third Party Costs and Passenger and Other Allocated Revenues are provided in Appendix XV, Schedule B.
- (iii) Third Party Costs – Fuel. Estimated Fuel cost shall be calculated by Amtrak using the Amtrak Performance Tracking (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, 2016 through and including September 30, 2017, is estimated to be Four Million Two Hundred Thirty Thousand Nine Hundred and Fifty Dollars (\$4,230,000), calculated at \$1.85 per gallon and multiplied by 2,286,487 (the estimated gallon consumption rate to operate the Capitol Corridor Service). The APT fuel expense will be reconciled as set forth in Section 4(b) below. Pursuant to Section 2(c)(ii), the DEF may be included in this pricing category.
- (iv) Third Party Costs – Host Railroad Maintenance of Way, Performance Incentives and Other Costs. Host railroad expenses shall be computed by Amtrak on a monthly basis based upon the APT 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 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 total estimated Host Railroad Maintenance of Way, Performance Incentives and Other costs is estimated to be Seven Million One Hundred and Three Thousand Dollars (\$7,103,000).

- (v) Capital Costs – Passenger Service Equipment. Capital Costs for Passenger Service Equipment are excluded from this Agreement. The State of California will be responsible for payment of Capital Costs Passenger Service Equipment under the terms of the Agreement for the Provision of Equipment Capital between Amtrak and the State of California dated October 1, 2016.
- (vi) Capital Costs – Fixed Assets. Under the provisions of PRIIA Section 209, 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 Agreed 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 III 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 Route Costs and Additives, Third Party Costs and Passenger and Other Allocated Revenue for the preceding month in order to evaluate whether the remaining funds available to the CCJPA are likely to meet the projected Route Costs, Additives and Third Party Costs for the remainder of the contract year. In the event that the amount of projected Route Costs, Additives and Third Party Costs 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 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 (g) of Section 1 of this Agreement, in accordance with the Agreed 209 Methodology.
- (c) In the event Amtrak provides services in accordance with Subsection (c) of Section 1 of this Agreement, CCJPA shall compensate Amtrak in accordance with the Agreed 209 Methodology.
- (d) In the event the parties fail to reach agreement for operation of the Service for the period October 1, 2018 through September 30, 2019 (“FY19 Agreement”) prior to October 1, 2018, the parties agree that the terms of this prior FY18 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 Costs in accordance with the Continuation Period Payment Schedule set forth in Appendix XV, Schedule at the level established for the period October 1, 2017 through September 30, 2018, plus the addition of a 1% escalation component, for the first three months (October 1, 2018 through December 31, 2018) of the Continuation Period, with the escalation component increasing to 2% for the Continuation Period beyond December 31, 2018. Once an FY19 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 FY19 Agreement. In no event shall the Continuation Period extend beyond June 30, 2019.
- (e) From time to time, Amtrak may make updates to the Amtrak Performance Tracking (APT) system which is the basis of many cost allocations within the Agreed 209 Methodology, or may make updates to Operating or Capital Cost forecasts derived from APT 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 Appendix III hereto, CCJPA agrees to reimburse Amtrak in accordance with the monthly payment schedule included in Appendix XV, 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 XV, 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 I and Appendix II, 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 also submit monthly reconciliation statements (“Monthly Reconciliation 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-based actual monthly Passenger and Other Allocated Revenue, actual monthly Route Costs and Additives, and actual monthly Third Party Costs for operating the Capitol Corridor. As provided by the Agreed 209 Methodology, the actual cost of providing the Service will be calculated based on APT 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.

Amtrak shall also submit a year-end final reconciliation to the CCJPA following the Appendix III format for ‘aggregate amount allocations’. A sample of the Monthly Reconciliation Statement is set forth in Appendix XI and has been agreed upon by the parties as providing a satisfactory level of supporting documentation.

- (b) 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 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.
- (c) 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.
- (d) If any Extra Work is undertaken in accordance with Subsection (c) 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.
 - (e) 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.
 - (f) 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.
 - (g) 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 (c) 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 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.

- (h) **Third Party Costs – Host Railroad Access Fees, Performance Incentives and Other Costs Reconciliation:** On a quarterly basis, Amtrak shall provide documentation for an in-person review of all APT host railroad costs, by CCJPA at Amtrak’s offices located in California. CCJPA shall not disclose to any third party, without Amtrak’s prior approval, any confidential or proprietary data provided in such review or hereunder. The PARTIES shall meet in person at Amtrak offices located in California, Amtrak Philadelphia Staff shall join via conference call to review Host Railroad Costs for the billing periods. Amtrak shall make available for review the APT Train Movement Host Railroad Report for review at this reconciliation meeting.

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. 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 special, 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 special, 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 both parties 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, or death or injury to, the employees, agents or contractors of CCJPA or the State or damages to property of CCJPA, the State, CCJPA's employees, agents or contractors for which CCJPA has agreed to indemnify Amtrak pursuant to Subsection (b) of this Section, 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 therefor.

- (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 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. 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 III 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) Amtrak shall, without cost to CCJPA, provide the number of passengers carried and passenger miles operated for each train as included in Appendix I. Such data shall be computed and furnished on a monthly basis. 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 the 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, 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 III 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 Manager State Corridors
National Railroad Passenger Corporation
530 Water Street, 5th Floor
Oakland, California 94607

All Other Issues:
Deputy General Manager California
National Railroad Passenger Corporation
245 2nd Street - 2nd Floor
Oakland, California 94607

For CCJPA: Managing Director
Capitol Corridor Joint Powers Authority
300 Lakeside Drive, 14th Floor East
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 IV, 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, subject to the requirements of the California Public Records Act (California Government Code Sections 6250 etseq.) it, its employees, contractors and agents 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. This Section shall survive termination or expiration of this Agreement. Any CCJPA confidential materials to which Amtrak has access or materials prepared by Amtrak during the course of this Agreement shall be held in confidence by Amtrak, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of Amtrak as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement. If Amtrak believes any materials or information it provides to CCJPA contains trade secrets or other proprietary information ("Confidential Information"), Amtrak shall request that the CCJPA withhold from disclosure the Confidential Information by marking each page containing such information as "Confidential."

In the event that CCJPA is requested to disclose Amtrak's Confidential Information, CCJPA shall notify Amtrak of such request. If Amtrak continues to desire that the CCJPA withhold from disclosure the Confidential Information requested, the CCJPA shall withhold same provided that Amtrak assumes all responsibility for any challenges resulting from the nondisclosure, indemnifies and holds harmless the CCJPA from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Confidential Information), and pays any and all cost and expenses related to the withholding of the Confidential Information.

Amtrak shall have the right to select the counsel to represent the CCJPA in respect to these matters. The selection of counsel shall be subject to the approval of the CCJPA, which shall not be unreasonably withheld or conditioned. In addition, the Amtrak, at its expense, reserves the right to intervene in any such proceeding to protect against disclosure of its claimed trade secret or proprietary information.

If Amtrak does not request that the CCJPA withhold from disclosure information identified as confidential, the CCJPA shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the CCJPA.

Amtrak, its employees, subcontractors, subconsultants and agents, shall not release any reports, information, or other materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of the CCJPA's Managing Director or designee.

Amtrak shall take all reasonable steps to ensure the safekeeping of all documents containing information about the transit system's infrastructure vulnerabilities, including any that are identified or marked "Security Sensitive Information." This Section shall survive termination or expiration of this Agreement. 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.

DRAFT

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.

NATIONAL RAILROAD PASSENGER CORPORATION

Dated: _____

By: _____
Richard H. Anderson
President and Chief Executive Officer

Approved as to Form:

Dated: _____

By: _____
Robin McCarthy
Amtrak Law Department

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

Dated: _____

By: _____
David B. Kutrosky
Managing Director

APPENDIX I
NATIONAL RAILROAD PASSENGER CORPORATION
and
CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2016
FOR THE PROVISION OF
RAIL PASSENGER SERVICE

* * * * *

FISCAL YEAR 2018
October 1, 2017 – September 30, 2018
(Effective October 1, 2017)

Pursuant to Section 1 of the aforesaid Agreement Amtrak shall provide rail passenger service during fiscal year 2018 over the route set forth below, in accordance with the schedule(s) attached. The said service shall commence on October 1, 2017, and shall terminate September 30, 2018.

ROUTE

San Jose/Oakland to Sacramento/Auburn

This Appendix I 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 I provided, however, that notwithstanding the foregoing, changes in the schedule(s) listed herein may be made pursuant to Section 2 of the aforesaid Agreement.

CAPITOL CORRIDOR Westbound - Weekdays

																Effective 8/22/16		
Train Number	521	523	525	527	529	531	533	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	Mo-Fr		
Will Not Operate	95, 11/24, 11/25																	
Auburn, CA						8:30 AM												
Rocklin, CA						8:50 AM												
Roseville, CA						7:00 AM												
Sacramento, CA	Ar					7:30 AM												
	Dp	4:30 AM	5:30 AM	6:20 AM	7:00 AM	7:40 AM	8:55 AM		10:10 AM	12:10 PM	2:10 PM	3:25 PM	4:40 PM	5:40 PM	6:55 PM	8:10 PM	10:30 PM	
Oasis, CA		4:45 AM	5:45 AM	6:35 AM	7:15 AM	7:55 AM	9:10 AM		10:25 AM	12:25 PM	2:25 PM	3:50 PM	4:55 PM	5:55 PM	7:10 PM	8:25 PM	10:45 PM	
Suisun-Fairfield, CA		5:00 AM	6:00 AM	6:50 AM	7:30 AM	8:10 AM	9:34 AM		10:49 AM	12:49 PM	2:49 PM	4:14 PM	5:19 PM	6:19 PM	7:34 PM	8:49 PM	11:09 PM	
Martinez, CA		5:20 AM	6:20 AM	7:10 AM	7:50 AM	8:30 AM	9:54 AM		11:09 AM	1:09 PM	3:09 PM	4:34 PM	5:39 PM	6:39 PM	7:54 PM	9:09 PM	11:29 PM	
Richmond, CA		5:55 AM	6:55 AM	7:45 AM	8:25 AM	9:05 AM	10:20 AM		11:35 AM	1:35 PM	3:35 PM	5:00 PM	6:05 PM	7:05 PM	8:20 PM	9:35 PM	11:55 PM	
Berkeley, CA		6:00 AM	7:00 AM	7:50 AM	8:30 AM	9:10 AM	10:25 AM		11:40 AM	1:40 PM	3:40 PM	5:05 PM	6:10 PM	7:10 PM	8:25 PM	9:40 PM	12:00 AM	
Emeryville, CA	Ar	6:10 AM	7:10 AM	8:00 AM	8:40 AM	9:20 AM	10:35 AM		11:50 AM	1:50 PM	3:50 PM	5:15 PM	6:20 PM	7:20 PM	8:35 PM	9:50 PM	12:10 AM	
	Dp	6:21 AM	7:21 AM	8:11 AM	8:51 AM	9:31 AM	10:51 AM	D	12:08 PM	2:01 PM	4:08 PM	5:26 PM	6:30 PM	7:31 PM	D	8:51 PM	11:08 PM	12:28 AM
Oakland, CA	Ar	6:20 AM	7:20 AM	8:10 AM	8:50 AM	9:30 AM	10:50 AM		12:07 PM	2:00 PM	4:07 PM	5:25 PM	6:29 PM	7:30 PM				
	Dp	6:30 AM	7:30 AM	8:20 AM	9:00 AM	9:40 AM	11:00 AM		12:15 PM	2:12 PM	4:19 PM	5:37 PM	6:41 PM	7:42 PM				
Oakland Coliseum, CA	Dp	6:40 AM	7:40 AM	8:30 AM	9:10 AM	9:50 AM			12:25 PM	2:22 PM	4:29 PM	5:47 PM	6:51 PM	7:52 PM				
Hayward, CA		6:50 AM	7:50 AM	8:40 AM	9:20 AM	10:00 AM			12:35 PM	2:32 PM	4:39 PM	5:57 PM	7:01 PM	8:02 PM				
Fremont-Centerville, CA		7:10 AM	8:10 AM	9:00 AM	9:40 AM	10:20 AM			12:55 PM	2:52 PM	4:59 PM	6:17 PM	7:21 PM	8:22 PM				
Santa Clara-Great America, CA		7:27 AM	8:27 AM	9:17 AM	9:57 AM	10:37 AM			1:10 PM	3:07 PM	5:14 PM	6:32 PM	7:36 PM	8:37 PM				
CP-Coast	Ps	7:24 AM	8:24 AM	9:14 AM	9:54 AM	10:34 AM			1:07 PM	3:04 PM	5:11 PM	6:29 PM	7:33 PM	8:34 PM				
Santa Clara, CA	Dp	7:38 AM	8:38 AM	9:28 AM	10:08 AM	10:48 AM			1:21 PM	3:18 PM	5:25 PM	6:43 PM	7:47 PM	8:48 PM				
San Jose, CA	Ar	7:38 AM	8:38 AM	9:28 AM	10:08 AM	10:48 AM			1:18 PM	3:15 PM	5:22 PM	6:40 PM	7:44 PM	8:45 PM				

CAPITOL CORRIDOR Westbound - Weekends and Holidays

																Effective 8/27/16	
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	95, 11/24, 11/25																
Auburn, CA				8:10 AM													
Rocklin, CA				8:30 AM													
Roseville, CA				8:40 AM													
Sacramento, CA	Ar			9:12 AM													
	Dp	8:10 AM	9:10 AM	9:15 AM	10:30 AM	12:10 PM	2:10 PM	3:55 PM	5:00 PM	5:40 PM	7:35 PM	10:30 PM					
Oasis, CA		8:25 AM	9:25 AM	9:30 AM	10:45 AM	12:25 PM	2:25 PM	4:10 PM	5:15 PM	5:55 PM	7:50 PM	10:45 PM					
Suisun-Fairfield, CA		8:40 AM	9:40 AM	9:54 AM	11:09 AM	12:49 PM	2:49 PM	4:34 PM	5:39 PM	6:19 PM	8:14 PM	11:09 PM					
Martinez, CA		7:00 AM	8:00 AM	10:14 AM	11:29 AM	1:09 PM	3:09 PM	4:54 PM	5:59 PM	6:39 PM	8:34 PM	11:29 PM					
Richmond, CA		7:25 AM	8:25 AM	10:40 AM	11:55 AM	1:35 PM	3:35 PM	5:20 PM	6:25 PM	7:05 PM	9:00 PM	11:55 PM					
Berkeley, CA		7:40 AM	8:40 AM	10:55 AM	12:10 PM	1:40 PM	3:40 PM	5:25 PM	6:30 PM	7:10 PM	9:05 PM	12:00 PM					
Emeryville, CA	Ar	7:48 AM	8:48 AM	10:53 AM	12:08 PM	1:48 PM	3:48 PM	5:33 PM	6:38 PM	7:18 PM	9:13 PM	12:00 AM					
	Dp	7:50 AM	8:50 AM	10:55 AM	12:10 PM	1:50 PM	3:50 PM	5:35 PM	6:40 PM	7:20 PM	9:15 PM	12:10 AM					
Oakland, CA	Ar	8:01 AM	10:01 AM	11:06 AM	D	12:26 PM	2:01 PM	4:01 PM	5:46 PM	6:50 PM	7:31 PM	12:20 AM					
	Dp	8:00 AM	10:00 AM	11:05 AM		12:25 PM	2:00 PM	4:00 PM	5:45 PM	6:49 PM	7:30 PM						
Oakland Coliseum, CA	Dp	8:10 AM	10:10 AM	11:15 AM	12:35 PM	2:10 PM	4:10 PM	5:55 PM	6:59 PM	7:40 PM							
Hayward, CA		8:20 AM	10:20 AM	11:25 AM	12:45 PM	2:20 PM	4:20 PM	6:05 PM	7:09 PM	7:50 PM							
Fremont-Centerville, CA		8:30 AM	10:30 AM	11:35 AM	12:55 PM	2:30 PM	4:30 PM	6:15 PM	7:19 PM	8:00 PM							
Santa Clara-Great America, CA		8:50 AM	10:50 AM	12:05 PM	1:25 PM	3:10 PM	5:05 PM	6:40 PM	7:44 PM	8:25 PM							
CP-Coast	Ps	8:07 AM	10:07 AM	12:07 PM	1:27 PM	3:12 PM	5:07 PM	6:42 PM	7:46 PM	8:27 PM							
Santa Clara, CA	Ps	8:04 AM	10:04 AM	12:04 PM	1:24 PM	3:09 PM	5:04 PM	6:39 PM	7:43 PM	8:24 PM							
San Jose, CA	Ar	8:10 AM	10:10 AM	12:10 PM	1:30 PM	3:15 PM	5:10 PM	6:45 PM	7:49 PM	8:30 PM							

CAPITOL CORRIDOR Eastbound - Weekdays

Effective 8/22/16

Train Number		520	522	524	526	528	530	532	534	536	538	540	542	544	546	548	550	
Days of Operation		Mo-Fr	Mo-Fr	Mo-Fr	Canceled	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		95, 11/24-11/25																
San Jose, CA	Dp			6:40 AM		9:05 AM		12:20 PM				3:10 PM		6:20 PM		5:50 PM	7:15 PM	
Santa Clara, CA				6:46 AM		9:11 AM		12:26 PM				3:16 PM		6:26 PM		5:56 PM	7:21 PM	
CP-Coast				6:49 AM		9:14 AM		12:29 PM				3:19 PM		6:29 PM		5:59 PM	7:24 PM	
Santa Clara-Great America, CA				6:54 AM		9:19 AM		12:34 PM				3:24 PM		6:34 PM		6:04 PM	7:29 PM	
Fremont-Centerville, CA				7:11 AM		9:36 AM		12:51 PM				3:43 PM		6:51 PM		6:21 PM	7:46 PM	
Hayward, CA				7:26 AM		9:54 AM		1:06 PM				3:59 PM		7:06 PM		6:36 PM	8:01 PM	
Oakland Coliseum, CA				7:36 AM		10:04 AM		1:16 PM				4:09 PM		7:16 PM		6:46 PM	8:11 PM	
Oakland, CA	Ar			7:43 AM		10:13 AM		1:23 PM				4:18 PM		7:23 PM		6:53 PM	8:18 PM	
	Dp	5:25 AM	6:35 AM	7:45 AM		10:15 AM	12:15 PM	1:25 PM	2:50 PM	3:30 PM	4:20 PM	4:50 PM	5:30 PM	6:10 PM	6:55 PM	8:20 PM	10:10 PM	
Emeryville, CA	Ar			5:33 AM	6:33 AM	7:53 AM		10:23 AM	12:23 PM	1:33 PM	2:58 PM	3:38 PM	4:28 PM	4:58 PM	5:38 PM	6:18 PM	7:03 PM	8:28 PM
	Dp	5:35 AM	6:35 AM	7:55 AM		10:25 AM	12:25 PM	1:35 PM	3:00 PM	3:40 PM	4:30 PM	5:00 PM	5:45 PM	6:20 PM	7:05 PM	8:30 PM	10:20 PM	
Berkeley, CA				5:38 AM	6:39 AM	7:59 AM		10:29 AM	12:29 PM	1:39 PM	3:04 PM	3:44 PM	4:34 PM	5:04 PM	5:49 PM	6:24 PM	7:09 PM	8:34 PM
Richmond, CA				5:47 AM	6:47 AM	8:07 AM		10:37 AM	12:37 PM	1:47 PM	3:12 PM	3:52 PM	4:42 PM	5:12 PM	5:57 PM	6:32 PM	7:17 PM	8:42 PM
Martinez, CA				6:14 AM	7:14 AM	8:34 AM		11:04 AM	1:04 PM	2:14 PM	3:39 PM	4:19 PM	5:09 PM	5:39 PM	6:24 PM	6:59 PM	7:44 PM	9:09 PM
Suisun-Fairfield, CA				6:33 AM	7:33 AM	8:53 AM		11:23 AM	1:23 PM	2:33 PM	3:58 PM	4:38 PM	5:28 PM	5:58 PM	6:43 PM	7:18 PM	8:03 PM	9:28 PM
Davis, CA				6:57 AM	7:57 AM	9:17 AM		11:47 AM	1:47 PM	2:57 PM	4:22 PM	5:02 PM	5:52 PM	6:22 PM	7:07 PM	7:42 PM	8:27 PM	9:52 PM
Sacramento, CA	Ar			7:23 AM	8:23 AM	9:48 AM		12:18 PM	2:13 PM	3:28 PM	4:48 PM	5:22 PM	6:23 PM	6:48 PM	7:38 PM	8:13 PM	8:58 PM	10:28 PM
	Dp									5:25 PM								
Roseville, CA										5:48 PM								
Rocklin, CA										5:56 PM								
Auburn, CA	Ar									6:30 PM								

EX544 EX546 EX548

CAPITOL CORRIDOR Eastbound - Weekends and Holidays

Effective 8/27/16

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		95, 11/24-11/25										
San Jose, CA	Dp		9:10 AM	10:10 AM	1:05 PM			4:10 PM	5:10 PM	6:45 PM		9:10 PM
Santa Clara, CA			9:16 AM	10:16 AM	1:11 PM			4:16 PM	5:16 PM	6:51 PM		9:16 PM
CP-Coast			9:18 AM	10:18 AM	1:13 PM			4:20 PM	5:18 PM	6:53 PM		9:18 PM
Santa Clara-Great America, CA			9:24 AM	10:24 AM	1:19 PM			4:26 PM	5:24 PM	6:59 PM		9:24 PM
Fremont-Centerville, CA			9:41 AM	10:41 AM	1:36 PM			4:43 PM	5:41 PM	7:16 PM		9:41 PM
Hayward, CA			9:56 AM	10:56 AM	1:51 PM			4:58 PM	5:56 PM	7:31 PM		9:56 PM
Oakland Coliseum, CA			9:56 AM	11:06 AM	2:01 PM			5:08 PM	6:06 PM	7:41 PM		10:06 PM
Oakland, CA	Ar		9:13 AM	11:13 AM	2:08 PM			5:15 PM	6:13 PM	7:48 PM		10:13 PM
	Dp	8:15 AM	9:15 AM	11:15 AM	2:10 PM	3:00 PM	4:10 PM	5:20 PM	6:20 PM	7:50 PM	8:30 PM	10:15 PM
Emeryville, CA	Ar		8:23 AM	9:23 AM	11:23 AM	2:18 PM	3:08 PM	4:18 PM	5:28 PM	6:28 PM	7:58 PM	8:38 PM
	Dp	8:25 AM	9:25 AM	11:25 AM	2:20 PM	3:10 PM	4:20 PM	5:30 PM	6:30 PM	8:00 PM	8:40 PM	10:25 PM
Berkeley, CA			8:29 AM	9:29 AM	11:29 AM	2:24 PM	3:14 PM	4:24 PM	5:34 PM	6:34 PM	8:04 PM	8:44 PM
Richmond, CA			8:37 AM	9:37 AM	11:37 AM	2:32 PM	3:22 PM	4:32 PM	5:42 PM	6:42 PM	8:12 PM	8:52 PM
Martinez, CA			9:04 AM	10:04 AM	12:04 PM	2:59 PM	3:49 PM	4:59 PM	6:09 PM	7:09 PM	8:39 PM	9:19 PM
Suisun-Fairfield, CA			9:23 AM	10:23 AM	12:23 PM	3:18 PM	4:08 PM	5:18 PM	6:28 PM	7:28 PM	8:58 PM	9:38 PM
Davis, CA			9:47 AM	10:47 AM	12:47 PM	3:42 PM	4:32 PM	5:42 PM	6:52 PM	7:52 PM	9:22 PM	10:02 PM
Sacramento, CA	Ar		10:13 AM	11:18 AM	1:18 PM	4:13 PM	4:58 PM	6:08 PM	7:21 PM	8:12 PM	9:53 PM	10:28 PM
	Dp							8:15 PM				12:18 AM
Roseville, CA								8:38 PM				
Rocklin, CA								8:46 PM				
Auburn, CA	Ar							9:23 PM				

Remarks and Changes

EX734 EX732

7/15/16

APPENDIX II
NATIONAL RAILROAD PASSENGER CORPORATION
and
CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2016
FOR THE PROVISION OF
RAIL PASSENGER SERVICE

* * * * *

FISCAL YEAR 2018
October 1, 2017 – September 30, 2018
(Effective October 1, 2017)

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 2016 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: 3 Daily Round Trips using full-size
intercity motor coaches Sacramento-Reno or
Sparks.

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

20B: 1 Mo-Fr except Holiday Round Trip (3642/3603) using full-size intercity motor coach Sacramento-Auburn.

20C (Formerly Route 23):1 Daily Round Trip using a full-size intercity motor coach Sacramento-Stateline.

20E: 1 Mo-Fr except Holiday Round Trip (3538 including deadhead) using full-size intercity motor coach Sacramento-Auburn.

ROUTE 3

From: Sacramento
To: Auburn

Via: Roseville and Rocklin

From: Martinez
To: Davis (Sacramento)

Via: Suisun

Service Level:

3B: 3 Mo-Fr except Holiday Round Trips (including deadheads) using full-size intercity motorcoaches Sacramento-Auburn.

3D: 1 Mo-Fr except Holiday Round Trip (including deadhead) using a full-size intercity motor coach Martinez-Davis (replacing train 518). The bus extends SJJPA-funded Davis – Sacramento bus.

ROUTE 21

From: San Jose
To: Santa Barbara

Via: Gilroy, Salinas, King City, Paso Robles, San Luis Obispo/Cal Poly, San Luis Obispo, Grover Beach, Santa Maria, Buellton& Solvang

Service Level:

1 Daily Round Trip using a full-size intercity motorcoach.

ROUTE 35

From: San Jose

To: Santa Cruz
Via: Scotts Valley

Service Level:

A minimum of 26 Monday-Friday Round Trips and 14 Saturday-Sunday-Holiday Round Trips.
This service uses commuter motor coaches with high-back seats. The SJJPA will be responsible for funding \$20,000 annually towards this service. The Capitol Corridor Joint Powers Authority funds the balance per the CCJPA-Caltrans-SCMTD-VTA MOU.)

ROUTE 55

From: San Jose
To: Monterey

Via: Morgan Hill, Gilroy, Prunedale, and Seaside

Service Level:

2 Mo-Fr x Hol Round Trips and 3 Sa-Su-Hol Roundtrips between San Jose-Monterey, using commuter motor coaches with high-back seats.

From: San Jose
To: Salinas

Via: Morgan Hill, Gilroy and Prunedale

Service Level:

1 Mo-Fr x Hol Round Trip and 1 Sa-Su-Hol Roundtrip between San Jose-Salinas, using commuter motorcoaches with high-back seats.

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 Temporary Transbay Terminal, San Francisco Pier 39 and/or San Francisco Shopping Center.

Service Level:

40 of 57 Monday-Friday One Way Trips
22 of 40 Saturday-Sunday-Holiday One Way 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

Sunday-Sunday-Holiday scheduled buses operated. The ratio may change as service levels are adjusted. (Calculations are available in a separate document).

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 55 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 insure 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 display at all times.
 - b. Maintain a professional demeanor; a professional appearance and a clean, organized work are 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 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, and/or to the accessible restroom (if requested).
- 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>
<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</u>	<u>\$300</u>
<u>Failures of any motorcoach contractor employee and/or of the motorcoach operation that affect the safety of passengers</u>	<u>\$500</u>

APPENDIX III
NATIONAL RAILROAD PASSENGER CORPORATION
and
CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2017
FOR THE PROVISION OF
RAIL PASSENGER SERVICE

* * * * *

FISCAL YEAR 2018
October 1, 2017 – September 30, 2018
(Effective October 1, 2017)

Pursuant to Section 3 of the aforesaid Agreement, CCJPA's maximum obligation during fiscal year 2018 to reimburse Amtrak under the said Agreement shall not exceed Thirty One Million, Seven Hundred and Twenty Nine Thousand Dollars Five Hundred and Nineteen Dollars. Funds for the said purpose have been authorized and made available by CCJPA for fiscal year 2018 pursuant to the laws of the State.

The aforesaid aggregate amount is hereby allocated as follows:

San Jose/Sacramento/Auburn Route*	\$ 31,729,519
TOTAL	\$ 31,729,519

- * Includes:
- 1) Estimated \$11,333,000 for Third Party Costs (fuel, host railroad access fees and host railroad performance payments) and \$49,954,519 in Amtrak Routes costs and additives 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 III 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 III.

APPENDIX IV

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 his 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 V
NATIONAL RAILROAD PASSENGER CORPORATION
and
CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2017
FOR THE PROVISION OF
RAIL PASSENGER SERVICE

FISCAL YEAR 2018
October 1, 2016 – September 30, 2017
(Effective October 1, 2017)

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 V, 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 V be considered “Eligible Delay Minutes” and thus determine Incentives and Assessments depending on the duration of the delays as described in Section 1(d).

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/repared 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, hold due to passenger train derailment; 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 V, and thus shall not be included in the determination of incentives or assessments under this Section 1 of this Appendix V, 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 activations, 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
FTI	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 activations 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 minute 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), Amtrak shall incur Assessments as follows:

Event	Assessments
Cancelled or Suspended train	\$750

- (f) Amtrak shall be eligible to earn Incentives when the total “Eligible Delay Minutes” per 10,000 train miles per month falls below the thresholds established below:

Total Eligible Delay Minutes per Month per 10,000 Train Miles	Incentive Max
NA	0

- (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 V 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 VI

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2017
FOR THE PROVISION OF
RAIL PASSENGER SERVICE

FISCAL YEAR 2018
October 1, 2017 – September 30, 2018
(Effective October 1, 2017)

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. The following elements of the Standards Manual are of specific interest to the CCJPA and are therefore considered an Observation-Based Standard as defined in Section 1 (j).
 - (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 CCJPA/Caltrans/Amtrak 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 cars (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 and Amtrak 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 Senior Manager State Corridors and the Deputy General Manager for Amtrak 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 a 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 an e-mail 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 VII

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2016
FOR THE PROVISION OF
RAIL PASSENGER SERVICE

* * * * *

FISCAL YEAR 2018
October 1, 2017 – September 30, 2018
(Effective October 1, 2017)

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. Amtrak will develop a daily Consist Plan for CCJPA review and approval. Amtrak shall comply with the agreed upon consist plan. CCJPA must be immediately notified by email of any changes to the Consist Plan. Amtrak will make good faith effort based on fleet availability of the eight (8) equipment sets assigned to the Capitol Corridor for weekday service, each set shall have up to two (2) cars with expanded bike storage capacity (one unit will a cab car and a second unit will be a coach/bike car), except for the equipment set assigned to the train 529-536 couplet, which may have only one (1) cab car with expanded bike storage capacity. The table below provides an overview of the availability by train number (weekday and weekend).

	WESTBOUND INITIAL TERMINAL		EASTBOUND END-POINT TERMINAL	
	SAC	ARN	SAC	ARN
CAPITOL CORRIDOR Train Numbers	521		520	
	523		522	
	525		524	
	527		528	
	531		530	
	535		532	
	537		534	
	541		538	
	543	529	540	536

	545		542	
	547		544	
	549		546	
	551		548	
	553		550	
	723		720	
	727		724	
	729		728	
	733		732	
	737		734	
	741		736	
	743		738	
	745		742	
	747		744	
	749		746	
	751		748	
Diesel Locomotive (P42, F-59, GE-8)	1	1	1	1
Coach (Series 8000, 6400 , 35000)	1-2	2-3	1-2	2-3
Coach/Bike Car (Series 8200)	1	0	1	0
Cab/Bike Car (Series 8300, 6900)	1	1	1	1
Café Car (Series 8000, 6300 , 35000)	1	1	1	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, in CCJPA's sole judgment, the reason for the assessment was beyond Amtrak's reasonable control.

APPENDIX VIII
NATIONAL RAILROAD PASSENGER CORPORATION
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Required Reports

Amtrak and CCJPA has a vested interest in the performance, maintenance and inspection of Capitol Corridor service. Amtrak shall provide Raw Data from Amtrak Performance Tracking system (APT) or any other system that Amtrak uses to track service performance, service costs, safety statistics, and any other data related to the Capitol Corridor service, which includes Service Equipment, on a daily, monthly, yearly basis. Amtrak shall provide CCJPA designated management access to the current reporting systems, which include, but not limited to Wi-Tronix and Amtrak's Work Management System (WMS).

1. Annually
 - a. By December 15, a final financial reconciliation of the previous fiscal year.
 - b. By March 31, 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.
2. Monthly (within 20 days of the end of the month)
 1. Ridership and transportation revenue report
 - a. City pair data
 - b. Amtrak System Ridership – Month and FY YTD
 - c. Monthly Smart Pass
 - d. Train Ridership and Revenue: Current; Prev Yr; Change vs. Prev Yr
 - e. Discounted Riders
 - f. Station Ridership and Revenue
 - g. Station Ons/Offs by Ticket Type
 2. On-time performance (OTP)
 3. OTP by Route and by Train and by Station (terminal and intermediate)
 4. Ground power usage report for Sacramento, San Jose, Auburn (once operational)

- 5. Invoice Data
 - 6. Customer Satisfaction (eCSI)
 - 7. Passenger miles (Train and Bus)
 - 8. Route and Train Detail Report
 - 9. Food & Beverage report that includes information on spoilage
3. Daily (by 9:00 a.m. next day)
- 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.
 - b. Report on previous day’s ridership and related data captured from Conductor EMDs made available via an automated monthly report updated daily.
4. Immediately (as soon as possible)
- a. Any incident that will result in a delay of 15 minutes or more.
 - b. Any police 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.

Assessments

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

APPENDIX IX

NATIONAL RAILROAD PASSENGER CORPORATION

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AGREEMENT DATED 1 OCTOBER 2017
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Customer Satisfaction

eCSI (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 eCSI Scores, both for specific trip attributes (“Single Attribute eCSI”) and on an overall basis (“Overall CSI”). eCSI 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 eCSI 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 eCSI Score results for the term of the agreement.
 - 2) Incentive Thresholds are the eCSI 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 a eCSI Score is at or above an Incentive Threshold. These amounts shall be fixed irrespective of how much the eCSI Scores exceed the Incentive Thresholds.

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

APPENDIX X

NATIONAL RAILROAD PASSENGER CORPORATION

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AGREEMENT DATED 1 OCTOBER 2017
FOR THE PROVISION OF
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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.

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.
 - 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 and Amtrak 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 his/her designee for CCJPA shall notify the Senior Manager State Corridors and the Deputy General Manager California for Amtrak of the alleged situation within 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. 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
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
SF Temporary TransBay Terminal, CA	Staffed, Shared Responsibility	Amtrak/ Greyhound	TJPA	TJPA	NA
Richmond, CA	Staffed, 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	Amtrak	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 – structures on platform City – pedestrian ramp structure	Amtrak
Hayward, CA	Unstaffed, No responsibility	City	City	Amtrak	Amtrak
Fremont-Centerville, CA	Unstaffed, No responsibility	City	City	City	Amtrak
Great America/Santa Clara, CA	Unstaffed, Shared responsibility	Amtrak	City	Amtrak	Amtrak
Santa Clara/University, CA	Unstaffed, No responsibility	Caltrain JPB	Caltrain JPB	Caltrain JPB	Caltrain JPB

APPENDIX XI
 NATIONAL RAILROAD PASSENGER CORPORATION
 and
 CAPITOL CORRIDOR JOINT POWERS AUTHORITY
 AGREEMENT DATED 1 OCTOBER 2017
 FOR THE PROVISION OF
 RAIL PASSENGER SERVICE

FISCAL YEAR 2018
 October 1, 2017 – September 30, 2018
 (Effective October 1, 2017)

Summary Invoice



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

Invoice No.
90051467

Franika White
 Capitol Corridor Joint Power Auth
 14th Floor East
 800 Lakeside Drive
 Oakland CA 94612

Customer No.	Due Date
3001494	09/16/2014
Invoice Date	Amount Due
09/16/2014	\$2,736,854.46

Amount Enclosed \$

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

Sales Order No 50007003 Amtrak Contact Jason R Sklarz
 Customer No 1001190 Customer Contact Hubert Hanrahan

NRPC and CCJPA - - Agreement for the Provision of Rail Passenger Service

Srv. Month	PO / Contract Number	Amount
Aug. 2014	SSR - CAPITOL CORRIDOR - Aug 2014	\$2,736,854.46

Subtotal: \$2,736,854.46
 Advance Payment Applied 30.00
 Total due this Invoice \$2,736,854.46

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:
accountsreceivable@amtrak.com

or write to:
 Finance Department
 AMTRAK
 2955 Market St Box 61
 PHILADELPHIA, PA 19104

National Railroad Passenger Corporation
 Capitol Corridor State Supported Rail Service
 Statement of Net Amount Due From/(To) CCJPA
 Month: August 2014



	RT37 Capitol
REVENUE:	
Fixed revenue	\$ 2,654,720.00
TOTAL REVENUE	<u>2,654,720.00</u>
EXPENSES:	
Fixed costs	4,646,408.00
Fuel costs	566,759.02
Host railroad costs	180,790.60
TOTAL EXPENSES	<u>5,393,957.62</u>
NET ROUTE DEFICIT	2,739,237.62
Terminal Yard Credit	<u>(2,583.16)</u>
AMOUNT DUE FROM CCJPA	\$ 2,736,654.46
LESS: ADVANCE PAYMENT	<u>-</u>
NET AMOUNT DUE FROM(TO) CCJPA	<u>\$ 2,736,654.46</u>

Operating Statistics- Estimate	
Passengers	120,553
Total Train Miles	97,000
Car Miles	457,137
Passenger Miles	8,153,156
Actual Ticket Revenue	\$2,351,399.05
Other Revenue	\$23,547.92
Food and Beverage	\$138,641.83
Total Actual Revenue	<u>\$ 2,513,588.80</u>

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Comparison of Forecast and APT Actuals per the PRIIA 209 Methodology



Capitols	209 Pricing Policy	
	APT Actuals for 2014.AUG	Contract Forecast for 2014.AUG
REVENUES		
Ticket Revenue	\$2,351,399.05	\$2,438,500.00
Food & Beverage	\$138,641.83	\$137,583.00
Other Revenue	\$23,547.92	\$26,583.00
Total Passenger & Other Revenue	\$2,513,588.80	\$2,602,666.00
EXPENSES		
Third Party Costs		
Host Railroad Maintenance of Way and Performance Incentives	\$189,459.60	\$794,560.00
Fuel and Power	\$566,759.02	\$726,544.00
Subtotal: Third Party Costs	\$756,218.62	\$1,521,104.00
Route Costs		
Train & Engine Crew Labor	\$932,759.04	\$1,213,576.00
Car & Locomotive Maintenance and Turnaround	\$568,588.24	\$805,272.00
OBS - Crew	\$172,853.52	\$245,024.00
Commissary Provisions	\$67,663.55	\$120,952.00
Route Advertising	\$0.00	\$0.00
Sales Distribution	\$41,913.16	\$69,888.00
Reservations & Call Centers	\$124,085.93	\$0.00
Stations - Route	\$10,293.06	\$14,040.00
Stations - Shared	\$472,189.67	\$609,232.00
Commissions	\$47,766.83	\$60,112.00
Customer Concession	\$6,018.01	\$5,928.00
Connecting Motor Coach	\$200,553.31	\$457,392.00
Regional/Local Police	\$21,997.21	\$40,664.00
Block & Tower Operations	\$0.00	\$0.00
Terminal Yard Operations	\$44,170.50	\$77,792.00
Terminal MoW	\$240.72	\$520.00
Insurance	\$48,402.02	\$86,632.00
Subtotal: Route Costs	\$2,759,494.77	\$3,807,024.00
Additives		
Marketing	\$51,575.32	\$61,672.00
T&E	\$302,213.93	\$393,224.00
MoE	\$154,087.41	\$218,192.00
OBS	\$24,051.71	\$36,608.00
Police	\$40,765.78	\$50,960.00
G&A	\$55,189.90	\$78,728.00
Subtotal: Additives	\$627,884.05	\$839,384.00
Total Expenses	\$4,143,597.44	\$6,167,512.00
Estimated State Operating Payment or (Credit)	\$1,630,008.64	\$3,564,846.00
NEC Through-Revenue Credit	\$0.00	\$0.00
Charge per Passenger mile on NEC (if applicable)	\$0.00	\$0.00
NEC Through-Revenue Contribution or (Loss)	\$0.00	\$0.00
Estimated State Operating Payment or (Credit), Through Revenue Option	\$1,630,008.64	\$3,564,846.00

National Railroad Passenger Corporation
 Capitol Corridor State Supported Rail Service
 Train Revenue and Ridership / Other Revenue
 Month: August 2014



Train Revenue			
Train No./ Leg No.	Riders	Psgr. M.	Ticket Revenue
520/000	1,927	94,885	\$21,362.91
521/000	3,990	231,122	\$49,243.33
522/000	3,109	170,281	\$40,235.12
523/000	5,957	362,445	\$81,062.38
524/000	4,135	262,732	\$71,808.07
525/000	3,773	237,224	\$55,947.47
526/000	1,318	83,099	\$24,338.21
527/000	4,873	319,025	\$79,363.57
528/000	2,385	187,503	\$53,137.48
529/000	4,058	243,237	\$62,355.11
530/000	1,442	94,524	\$29,712.83
531/000	1,343	86,886	\$24,820.50
532/000	2,787	228,308	\$65,791.02
533/000	1,700	114,530	\$33,012.28
534/000	2,202	136,200	\$39,174.20
535/000	2,303	187,699	\$55,333.03
536/000	4,980	303,579	\$78,044.70
537/000	3,172	254,982	\$71,715.48
538/000	5,713	409,641	\$100,192.14
540/000	3,522	234,149	\$54,121.93
541/000	2,009	131,903	\$41,070.11
542/000	6,088	398,535	\$99,381.08
543/000	4,828	338,605	\$92,858.38
544/000	5,411	340,749	\$91,348.95
545/000	3,484	202,899	\$52,513.50
546/000	2,031	139,648	\$40,221.25
547/000	3,947	261,603	\$71,868.77
548/000	637	44,514	\$13,129.48
549/000	1,709	113,699	\$33,095.84
551/000	717	46,218	\$14,234.60
720/000	683	45,273	\$14,379.23
723/000	581	43,685	\$15,084.70
724/000	1,209	96,890	\$27,381.18
727/000	1,743	137,117	\$36,207.43
728/000	1,598	123,222	\$36,506.42
729/000	2,052	159,862	\$45,287.58
732/000	607	38,676	\$12,412.84
733/000	888	62,789	\$17,858.48
734/000	1,482	116,196	\$35,023.28
736/000	785	50,438	\$16,708.82
737/000	1,518	119,747	\$33,919.78
738/000	1,618	110,751	\$35,569.20
741/000	1,392	104,729	\$31,934.43
742/000	2,144	176,758	\$47,173.65
743/000	1,461	114,617	\$31,406.00
744/000	881	68,499	\$19,371.57
745/000	685	43,342	\$13,836.60
746/000	538	37,621	\$10,899.93
747/000	1,251	105,387	\$31,215.90
748/000	714	52,595	\$15,030.41
749/000	782	51,956	\$16,316.87
751/000	471	32,642	\$10,886.19
Sub-Total	120,553	8,153,156	\$ 2,194,502.05
996270(37A)			\$ 27,647.00
996285(37C)			\$ 130,681.00
Total			\$ 2,352,830.05

National Railroad Passenger Corporation
 Capitol Corridor State Supported Rail Service
 Fuel Expenses
 August 2014



	Average	APT ST_GALLS Allocated	Expense Allocated
	Price Per Gallon	Gallons	to Route
Capitals	3.0902	177,284	\$ 547,843.02
Fuel Hedges, Net			\$ 16,666.00
Price/Quantity Adjustments			\$ 2,250.00
Total Hedge Cost			\$ 18,916.00
Total - To Invoice			\$ 566,759.02

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APPENDIX XII

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2017
FOR THE PROVISION OF
RAIL PASSENGER SERVICE

FISCAL YEAR 2018
October 1, 2017 – September 30, 2018

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 VII.
- (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).
- (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.
 - a. When equipment is released from the Primary Maintenance Location to receive passengers, Amtrak shall meet the requirements described in Section 3(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.
 - b. There shall be no observable safety conditions in any areas of the equipment open to passengers, in accordance with FRA regulations.
 - c. 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.
 - d. Car doors, vestibule trap doors, and baggage doors shall be operating properly, as applicable.

- e. In passenger areas, the heating, ventilation and air conditioning (HVAC) systems shall be operating properly per manufacturer specifications or otherwise as intended.
 - f. 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.
 - g. Ambient lighting fixtures shall be working properly, and reading lights that have been reported as not working shall have bulbs replaced and functioning.
 - h. Exterior and interior train identification and destination signs shall be used, as applicable.
 - i. 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.
 - j. Food service cars shall have all systems and appliances functioning, including plumbing, refrigeration, revenue collection, and storage lockers, as applicable.
 - k. Electronic equipment such as GPS transponders, Wi-Fi wireless local area computer networks, video monitors, and other shall be fully functional, as applicable.
 - l. Bicycle storage and securement devices shall be operating properly, as applicable.
- b. From time to time, the Primary Maintenance Location may not be able to achieve the conditions described in Section (c)(1) 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 b. (Safety Hazards), Amtrak shall use alternative equipment where available according to the requirements of the Agreed 209 Methodology, delay the train until these conditions can be met, or shall otherwise cancel the train.
- (d) Rolling stock, spares, and capital assets belonging to the CCJPA/Caltrans, shall not be stripped of parts to use on other equipment, unless Amtrak receives prior written approval from the CCJPA/Caltrans.
- (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.
- a. 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:
 - i. Turnaround Cleaning, which is performed when a train has a short layover of four hours or less.
 - ii. Layover Cleaning, when a train lays over night or during the day for more than four hours.
 - iii. Periodic Maintenance Cleaning, which is performed while the equipment is out of service for scheduled maintenance.

iv. Pre-Trip Food Service Cleaning, which is performed on food service cars prior to a trip during either Turnaround or Layover Cleaning.

b. 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, 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)

c. The following table describes which cleaning is performed where:

Train	Ending terminal	Cleaning
-------	-----------------	----------

#530/534	Oakland Coliseum (OAC)	Turnaround
#545/520	Oakland-Jack London (OKJ)	Layover
#545/720	OKJ	Layover
#529/536	OAC	Turnaround
#551/714	OKJ	Layover
#551/732	OKJ	Layover
715/544	OKJ	Turnaround
711/716	OKJ	Turnaround
713/718	OKJ	Turnaround
717/712	OKJ	Layover
733/736	OAC	Turnaround
749/720	OKJ	Layover

- d. 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 Section (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 Mechanical Superintendent, Assistant Superintendent Mechanical, Senior Manager State Corridors and the Deputy General Manager 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.
- (g) In the event an inspector discovers conditions not as described in Section ©(1) of this Appendix, the CCJPA shall notify the Mechanical Superintendent, Assistant Superintendent Mechanical, Senior Manager State Corridors and the Deputy General Manager for Amtrak of the alleged deficiencies within 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 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.

- (h) 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 Mechanical Superintendent, Assistant Superintendent Mechanical, Senior Manager State Corridors and the Deputy General Manager for Amtrak of the alleged deficiencies within 2 business days and provide any related supporting information. Amtrak will investigate the alleged deficiencies in cooperation with the State within 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.
- (i) 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 (f), (g), and (h) informally to the Senior Manager and/or the Deputy General Manager, 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).
- (j) Subject to the results of the process described in Sections (e) and (f), 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)b. 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)	\$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 this Appendix.	\$300

APPENDIX XIII

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2017
FOR THE PROVISION OF
RAIL PASSENGER SERVICE

FISCAL YEAR 2018
October 1, 2017 – September 30, 2018
(Effective October 1, 2017)

* * * * *

RESERVED

APPENDIX XIV

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2016
FOR THE PROVISION OF
RAIL PASSENGER SERVICE

FISCAL YEAR 2018
October 1, 2017 – September 30, 2018
(Effective October 1, 2017)

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”).

APPENDIX XV

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2016
FOR THE PROVISION OF
RAIL PASSENGER SERVICE

FISCAL YEAR 2018
October 1, 2017 – September 30, 2018
(Effective October 1, 2017)

Service Pricing

Attached is the basis for determining the fully allocated operating costs and total 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. Schedule B provides the estimated Service Pricing.

This Appendix XV 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 XV, Schedule A

Appendix XV - Schedule A
 FY'17 - RT_37 - Capitol Corridor
 Monthly Projections

TR_APT_RT_37	37 - Capitol Corridor	October	November	December	January	February	March	April	May	June	July	August	September	FY2017
	Ridership	115,114	127,797	118,926	106,449	105,365	119,579	115,080	119,643	112,842	117,886	115,394	113,696	1,387,770
Revenue	Ticket_Revenue	\$ 2,284,328	\$ 2,536,012	\$ 2,359,979	\$ 2,112,386	\$ 2,090,868	\$ 2,372,929	\$ 2,283,647	\$ 2,374,194	\$ 2,239,249	\$ 2,339,338	\$ 2,289,878	\$ 2,256,191	\$ 27,539,000
Revenue	Food_Beverage_Rev	\$ 121,686	\$ 135,093	\$ 125,716	\$ 112,527	\$ 111,380	\$ 126,406	\$ 121,650	\$ 126,473	\$ 119,285	\$ 124,616	\$ 121,982	\$ 120,187	\$ 1,467,000
Revenue	Other_Revenue	\$ 45,788	\$ 50,833	\$ 47,304	\$ 42,341	\$ 41,910	\$ 47,564	\$ 45,774	\$ 47,589	\$ 44,884	\$ 46,890	\$ 45,899	\$ 45,224	\$ 552,000
	Subtotal - Revenue	\$ 2,451,802	\$ 2,721,937	\$ 2,532,999	\$ 2,267,253	\$ 2,244,159	\$ 2,546,898	\$ 2,451,071	\$ 2,548,257	\$ 2,403,418	\$ 2,510,845	\$ 2,457,759	\$ 2,421,601	\$ 29,558,000
Third Party Costs	Host_RR - MOW	\$ 349,323	\$ 338,055	\$ 349,323	\$ 349,323	\$ 315,518	\$ 349,323	\$ 338,055	\$ 349,323	\$ 338,055	\$ 349,323	\$ 349,323	\$ 338,055	\$ 4,113,000
Third Party Costs	Host_RR - Performance Incentives	\$ 253,945	\$ 245,753	\$ 253,945	\$ 253,945	\$ 229,370	\$ 253,945	\$ 245,753	\$ 253,945	\$ 245,753	\$ 253,945	\$ 253,945	\$ 245,753	\$ 2,990,000
Third Party Costs	Fuel_and_Power	\$ 359,260	\$ 347,671	\$ 359,260	\$ 359,260	\$ 324,493	\$ 359,260	\$ 347,671	\$ 359,260	\$ 347,671	\$ 359,260	\$ 359,260	\$ 347,671	\$ 4,230,000
	Subtotal - Third Party Costs	\$ 962,529	\$ 931,479	\$ 962,529	\$ 962,529	\$ 869,381	\$ 962,529	\$ 931,479	\$ 962,529	\$ 931,479	\$ 962,529	\$ 962,529	\$ 931,479	\$ 11,333,000
Route Costs	T_E_Crew_Labor	\$ 1,063,173	\$ 1,028,877	\$ 1,063,173	\$ 1,063,173	\$ 960,285	\$ 1,063,173	\$ 1,028,877	\$ 1,063,173	\$ 1,028,877	\$ 1,063,173	\$ 1,063,173	\$ 1,028,877	\$ 12,518,000
Route Costs	Car_Loco_Mtc_TA	\$ 750,200	\$ 726,000	\$ 750,200	\$ 750,200	\$ 677,600	\$ 750,200	\$ 726,000	\$ 750,200	\$ 726,000	\$ 750,200	\$ 750,200	\$ 726,000	\$ 8,833,000
	Onboard Passenger Technology	\$ 48,071	\$ 46,521	\$ 48,071	\$ 48,071	\$ 43,419	\$ 48,071	\$ 46,521	\$ 48,071	\$ 46,521	\$ 48,071	\$ 48,071	\$ 46,521	\$ 566,000
Route Costs	OBS_Crew	\$ 212,329	\$ 205,479	\$ 212,329	\$ 212,329	\$ 191,781	\$ 212,329	\$ 205,479	\$ 212,329	\$ 205,479	\$ 212,329	\$ 212,329	\$ 205,479	\$ 2,500,000
Route Costs	OBS_Provisions	\$ 59,622	\$ 57,699	\$ 59,622	\$ 59,622	\$ 53,852	\$ 59,622	\$ 57,699	\$ 59,622	\$ 57,699	\$ 59,622	\$ 59,622	\$ 57,699	\$ 702,000
Route Costs	Route_Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Route Costs	Sales_Distributn	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Route Costs	RESV_CALLCTRS	\$ 79,071	\$ 76,521	\$ 79,071	\$ 79,071	\$ 71,419	\$ 79,071	\$ 76,521	\$ 79,071	\$ 76,521	\$ 79,071	\$ 79,071	\$ 76,521	\$ 931,000
Route Costs	Stations_Route	\$ 12,740	\$ 12,329	\$ 12,740	\$ 12,740	\$ 11,507	\$ 12,740	\$ 12,329	\$ 12,740	\$ 12,329	\$ 12,740	\$ 12,740	\$ 12,329	\$ 150,000
Route Costs	Stations_Shared	\$ 519,781	\$ 503,014	\$ 519,781	\$ 519,781	\$ 469,479	\$ 519,781	\$ 503,014	\$ 519,781	\$ 503,014	\$ 519,781	\$ 519,781	\$ 503,014	\$ 6,120,000
	Station Technology	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Route Costs	Commissions	\$ 50,874	\$ 49,233	\$ 50,874	\$ 50,874	\$ 45,951	\$ 50,874	\$ 49,233	\$ 50,874	\$ 49,233	\$ 50,874	\$ 50,874	\$ 49,233	\$ 599,000
Route Costs	Customer_Concess	\$ 6,285	\$ 6,082	\$ 6,285	\$ 6,285	\$ 5,677	\$ 6,285	\$ 6,082	\$ 6,285	\$ 6,082	\$ 6,285	\$ 6,285	\$ 6,082	\$ 74,000
Route Costs	Connecting_Coach	\$ 423,553	\$ 409,890	\$ 423,553	\$ 423,553	\$ 382,564	\$ 423,553	\$ 409,890	\$ 423,553	\$ 409,890	\$ 423,553	\$ 423,553	\$ 409,890	\$ 4,987,000
Route Costs	Region_Lcl_Police	\$ 81,704	\$ 79,068	\$ 81,704	\$ 81,704	\$ 73,797	\$ 81,704	\$ 79,068	\$ 81,704	\$ 79,068	\$ 81,704	\$ 81,704	\$ 79,068	\$ 962,000
Route Costs	Block_Tower_Ops	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Route Costs	Terminal_Yard_Ops	\$ 54,101	\$ 52,356	\$ 54,101	\$ 54,101	\$ 48,866	\$ 54,101	\$ 52,356	\$ 54,101	\$ 52,356	\$ 54,101	\$ 54,101	\$ 52,356	\$ 637,000
Route Costs	Terminal_MOW	\$ 13,504	\$ 13,068	\$ 13,504	\$ 13,504	\$ 12,197	\$ 13,504	\$ 13,068	\$ 13,504	\$ 13,068	\$ 13,504	\$ 13,504	\$ 13,068	\$ 159,000
Route Costs	Insurance	\$ 107,014	\$ 103,562	\$ 107,014	\$ 107,014	\$ 96,658	\$ 107,014	\$ 103,562	\$ 107,014	\$ 103,562	\$ 107,014	\$ 107,014	\$ 103,562	\$ 1,260,000
	Subtotal - Route Costs	\$ 3,482,022	\$ 3,369,699	\$ 3,482,022	\$ 3,482,022	\$ 3,145,052	\$ 3,482,022	\$ 3,369,699	\$ 3,482,022	\$ 3,369,699	\$ 3,482,022	\$ 3,482,022	\$ 3,369,699	\$ 40,998,000
Additives	Marketing_Add	\$ 32,745	\$ 31,689	\$ 32,745	\$ 32,745	\$ 29,576	\$ 32,745	\$ 31,689	\$ 32,745	\$ 31,689	\$ 32,745	\$ 32,745	\$ 31,689	\$ 385,546
Additives	T_E_Additive	\$ 344,468	\$ 333,356	\$ 344,468	\$ 344,468	\$ 311,132	\$ 344,468	\$ 333,356	\$ 344,468	\$ 333,356	\$ 344,468	\$ 344,468	\$ 333,356	\$ 4,055,832
Additives	MOE_Additive	\$ 203,304	\$ 196,746	\$ 203,304	\$ 203,304	\$ 183,630	\$ 203,304	\$ 196,746	\$ 203,304	\$ 196,746	\$ 203,304	\$ 203,304	\$ 196,746	\$ 2,393,743
Additives	OBS_Additive	\$ 27,195	\$ 26,318	\$ 27,195	\$ 27,195	\$ 24,563	\$ 27,195	\$ 26,318	\$ 27,195	\$ 26,318	\$ 27,195	\$ 27,195	\$ 26,318	\$ 320,200
Additives	Police_Additive	\$ 39,813	\$ 38,528	\$ 39,813	\$ 39,813	\$ 35,960	\$ 39,813	\$ 38,528	\$ 39,813	\$ 38,528	\$ 39,813	\$ 39,813	\$ 38,528	\$ 468,763
Additives	G_A_Additive	\$ 113,166	\$ 109,515	\$ 113,166	\$ 113,166	\$ 102,214	\$ 113,166	\$ 109,515	\$ 113,166	\$ 109,515	\$ 113,166	\$ 113,166	\$ 109,515	\$ 1,332,435
	Subtotal - Additives	\$ 760,691	\$ 736,152	\$ 760,691	\$ 760,691	\$ 687,075	\$ 760,691	\$ 736,152	\$ 760,691	\$ 736,152	\$ 760,691	\$ 760,691	\$ 736,152	\$ 8,956,519
	Subtotal - RouteCosts + Additives	\$ 4,242,713	\$ 4,105,851	\$ 4,242,713	\$ 4,242,713	\$ 3,832,127	\$ 4,242,713	\$ 4,105,851	\$ 4,242,713	\$ 4,105,851	\$ 4,242,713	\$ 4,242,713	\$ 4,105,851	\$ 49,954,519
	Total Expenses	\$ 5,205,241	\$ 5,037,330	\$ 5,205,241	\$ 5,205,241	\$ 4,701,508	\$ 5,205,241	\$ 5,037,330	\$ 5,205,241	\$ 5,037,330	\$ 5,205,241	\$ 5,205,241	\$ 5,037,330	\$ 61,287,519
	FY 2017 Operating Budget	\$ 2,753,439	\$ 2,315,393	\$ 2,672,242	\$ 2,937,988	\$ 2,457,350	\$ 2,658,343	\$ 2,586,260	\$ 2,656,985	\$ 2,633,912	\$ 2,694,396	\$ 2,747,483	\$ 2,615,729	\$ 31,729,519

MONTHLY REVENUE													
Demand Forecast	8.29%	9.21%	8.57%	7.67%	7.59%	8.62%	8.29%	8.62%	8.13%	8.49%	8.32%	8.19%	100.00%
MONTHLY OPERATING COST													
Daily	8.49%	8.22%	8.49%	8.49%	7.67%	8.49%	8.22%	8.49%	8.22%	8.49%	8.49%	8.22%	100.00%

**FY 2017 CCJPA/Amtrak OPERATING CONTRACT BUDGET
Schedule B**

Capitol Corridor	FY2017
Ticket Revenue	\$ 27,539,000
Food & Beverage	\$ 1,467,000
Other Revenue	\$ 552,000
Total Revenue	\$ 29,558,000
Host RR MofW	\$ 4,113,000
Host RR Performance Incentives	\$ 2,990,000
Fuel	\$ 4,230,000
Estimated 3rd Party Expenses	\$ 11,333,000
Route Costs	
Train & Engine Crew Labor	\$ 12,518,000
Car & Loco Maintenance and Turnaround	\$ 8,833,000
Onboard Passenger Technology	\$ 566,000
OBS - Crew	\$ 2,500,000
Commissary Provisions	\$ 702,000
Route Advertising	\$ -
Sales Distribution	\$ -
Reservations & Call Centers	\$ 931,000
Stations - Route	\$ 150,000
Stations - Shared	\$ 6,120,000
Station Technology	\$ -
Commissions	\$ 599,000
Customer Concession	\$ 74,000
Connecting Motor Coach	\$ 4,987,000
Regional/Local Police	\$ 962,000
Block & Tower Operations	\$ -
Terminal Yard Operations	\$ 637,000
Terminal MoW	\$ 159,000
Insurance	\$ 1,260,000
Subtotal - Route Costs	\$ 40,998,000
Additives	
Marketing	\$ 385,546
T&E	\$ 4,055,832
MoE	\$ 2,393,743
OBS	\$ 320,200
Police	\$ 468,763
Shared Support Services	\$ 1,332,435
Subtotal - Additives	\$ 8,956,519
Service Fee (Routes Costs + Additives)	\$ 49,954,519
Equipment Capital	\$ -
Total Expenses	\$ 61,287,519
Total FY 2017 Operating Budget	\$ 31,729,519
CCRP	\$ -
Total FY 2017 Operating Contract	\$ 31,729,519

APPENDIX XVI

NATIONAL RAILROAD PASSENGER CORPORATION




and




CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2017
FOR THE PROVISION OF
RAIL PASSENGER SERVICE



FISCAL YEAR 2018
October 1, 2017 – September 30, 2018
(Effective October 1, 2017)

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 XVII

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2017
FOR THE PROVISION OF
RAIL PASSENGER SERVICE

FISCAL YEAR 2018
October 1, 2017 – September 30, 2018
(Effective October 1, 2017)

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 the current System Safety Plan, 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. Amtrak shall provide a current copy of all regulatory required plans to CCJPA. A copy of such plans shall be retained at CCJPA Headquarters.

Amtrak shall immediately investigate all accidents, incidents, injuries to employees or passengers, or damage to Service Property or Service Equipment. Amtrak shall immediately notify the designated CCJPA personnel of any such incidents. Amtrak's responding managers shall be trained in and respond in accordance with ICS protocols. Amtrak must investigate and document all safety related accidents/incidents. 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. When feasible, after action reports must be forwarded to CCJPA Managing Director, CCJPA Transportation Services Manager, and/or their designee within 24 hours of the time the event took place. 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 shall create a safety/security committee program. Amtrak's Safety and Security Management Group 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 shall convene at a minimum every 30 days or as agreed to by Amtrak and CCJPA.

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 submit to CCJPA Managing Director, CCJPA Transportation Services Manager or their designee. The CCJPA shall have full and complete access to and control of the following, without prior notification to Amtrak:

iii. Closed-circuit television (CCTV) systems and Video Surveillance System (VSS) at fixed facilities.

Removal from Capitol Corridor Service

CCJPA may request to have Amtrak remove any Amtrak employee or Amtrak Contractor’s employee from Capitol Corridor service for safety violations, failure to comply with State and Federal safety regulations, Amtrak Policy and Procedures, Amtrak Safety Rules, and Standard Operating Procedures.

	<u>Assessment</u>
	<u>\$500</u>
	<u>\$500</u>
	<u>\$300</u>
	<u>\$300</u>



2017-2018

Capitol Corridor- Completed/Proposed Marketing & Communications Activities Calendar Modified 9/6/2017

July

- ✓ Senior Midweek and Take 5 discounts
- ✓ Oakland A's discount continues
- ✓ Parenting magazine buys
- ✓ Partnerships: Great America, Tideline, BAAQMD, Giants Enterprises, Visit Oakland, A's, River Cats, San Jose Jazz Summer Fest
- ✓ Ride Guide revision
- ✓ Café Car menu
- ✓ Annual Report

August

- ✓ Cappy Hour featuring onboard musician
- ✓ San Jose Jazz Summer Fest social media contest
- ✓ Group Travel Planning for FY18
- ✓ Oakland Raiders promotion begins
- ✓ Tideline Promotion
- ✓ Senior midweek promo ends
- ✓ Farm-to-For contest w/ BART and Visit Sacramento
- ✓ Parenting Magazine buys

September

- ✓ Gold Rush Days event
- ✓ 2018 Transit Transfers, Placer Step-Up Coupons
- ✓ Oakland A's and River Cats promotions end
- Spare the Air/BAAQMD partnership
- Take 5 offer/advertising continues
- 49ers late train 9/21
- KHTK Oakland Raiders radio promotion begins
- Rail Safety Month: kickoff event at California State Railroad Museum (9/7), social media, California Operation Lifesaver coop ad buy
- Eat Real Food Festival promotion
- SHN/Aladdin partnership and train wrap
- Parenting Magazine buys

October

- Coldplay concert, planning special late train from

Levi's Stadium

- Begin design/production of Annual report
- Fleet Week promotion with Tideline
- City of Davis Car Free Month
- Instagram contest

November

- Raiders promo continues
- New schedule for Fairfield-Vacaville station opening plus promotion

December

- Poss. Holiday Ice Rinks (Sacramento & San Jose)
- Friends & Family fare discount renewal for 2018
- Raiders promotion ends

January

- New weekend offer to begin
- Business Plan— draft and Public Workshops

February

- Stitch 'n' Ride Discount Offer

March

- Oakland A's promo and discount starts

April

- Earth Day events and promotions
- Baseball season promotion

May

- Local Bike to Work Day events

June

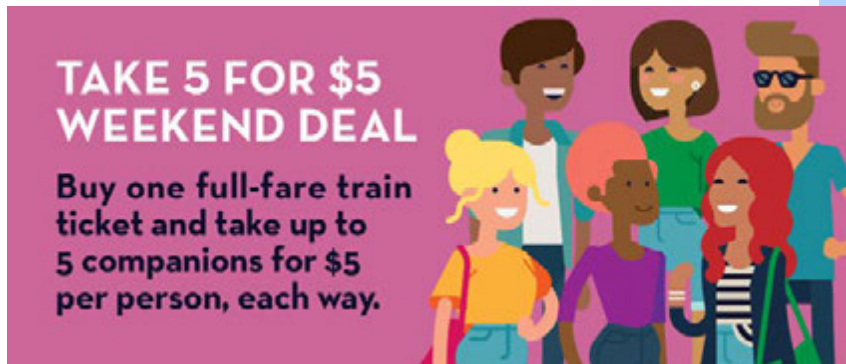
- Contract/Vendor planning for FY19

Status Report – CCJPA Marketing: 9/6/2017

ADVERTISING, PROMOTIONS & EVENTS

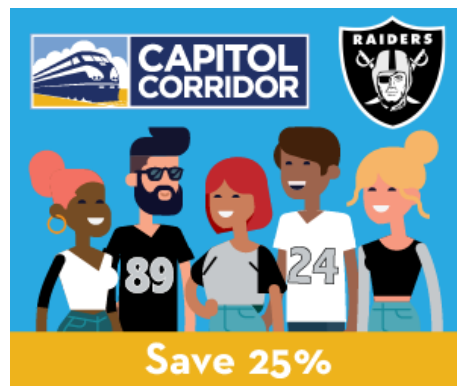
Advertising/Promotions

- Launched Summer/Fall advertising campaign including outdoor/digital/radio/mobile app (eg. Waze)



Marketing Partnerships

- **Sports Partnerships:** Oakland A's 25% discount; River Cats, Raiders/KHTK
- **Destination/Event Partnerships:** Great America; Giants Enterprises (AT&T Park); BAAQMD (Spare the Air train wrap), San Jose Summer Fest, Visit Oakland
- **Other transit:** Tideline



Public/Media Relations, Announcements & Events:

- Rail Safety Month Kickoff Event 9/7, California State Railroad Museum; co-op advertising with California Operation Lifesaver as well as support of advertising/outreach campaign during the month of September in key markets along the Capitol Corridor route
- On board Cappy Hour 8/3 with San Jose Jazz musician



Status Report – CCJPA Marketing: 9/6/2017

WEBSITE/ E-MAIL/ BLOG/SOCIAL MEDIA/ ON BOARD WI-FI

- **Capitol Corridor Communications: Service Alerts/CC Rail Mail/Blog/Wi-Fi Landing Page**


CC Rail Mail E-Newsletter 4,264 subscribers (up .07%)	Service Alerts (Email and Text) 3,513 subscribers (up 1 subscriber)	Get On Board Blog 907 subscribers (up 9% due to added category of “Weekend Picks”)
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- **Website Updates** – Staff made updates to reflect new fare offers, partnerships and ongoing content edits.
- **Get on Board Blog Activity for August 2017:** (www.capitolcorridor.org/blogs/get_on_board)

- Blog posts: 11
- Blog page views: 3,676
- Top 3 blog posts (by page views):
 1. Vegan/Vegetarian Restaurants Along the Capitol Corridor
 2. Capitol Corridor Passengers Save 50% on Tideline Water Shuttle
 3. A Car-Free, Hassle-Free Trip to lake Tahoe on the Capitol Corridor

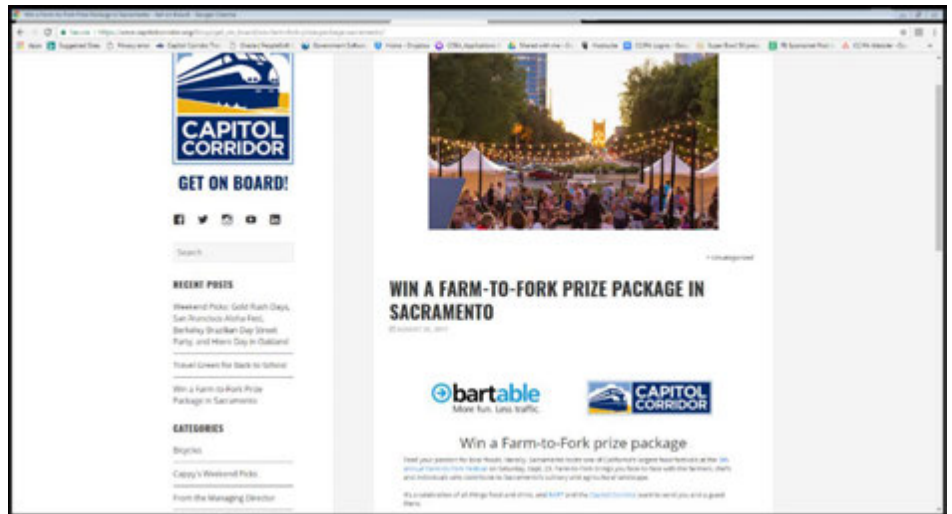


- **Onboard Wi-Fi Landing Page for Aug 2017:**
 - 104,739 pageviews (32,721 unique sessions)
 - New Content updates include: Take 5, San Jose Jazz Fest, Oakland Raiders, safety overview
- **Twitter, Facebook, Instagram (as of 8/4/17)**

 Facebook Fans = 12,615	 Twitter Followers = 4,852	Instagram Followers = 1,210
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JOINT COMMUNITY/MEMBER AGENCY PROJECTS

- Placer County Transportation Planning Agency: finalized two-year agreement. Need to set date for FY18 planning meeting.
- Joint contest/promotion with BART and Visit Sacramento – Farm-to-Fork foodie prize pack giveaway, including hotel stay in Sacramento, restaurant gift certificate, event tickets and travel on the Capitol Corridor and BART (targeted at Bay Area audience)



NEW/ONGOING OFFERS

- **Take 5 on Weekends** – This popular small-group discount began on July 1 right after BOGO Saturdays ended. Passengers can buy one full-fare ticket and bring up to 5 companions for \$5 each person/each way, 1 day in advance. Now through 12/31.
- **Friends & Family 50% off** – This discount is for small groups of two to six passengers, offering 50% off up to 5 companion fares with the purchase of one full-fare ticket. Friends & Family tickets must be purchased online, 2 days in advance. The promotion officially ends January 2017; however, we will renew the offer, as it is now established as an ongoing, small-group fare offer.
- **Senior Midweek** – This discount is for seniors 62 and older offering 50% off travel on Tuesdays, Wednesdays, and Thursdays. Discounted tickets can be purchased online or at a station through August 31, 2017. There is no advance purchase required.
- **20% coupon** – This coupon is used primarily to offer a discount to single travelers and/or assist with customer service, so this is not in major distribution.
- **Group Travel/Train Treks** – Discount of 30% for Social and Business Groups of 20 or more passengers. The Train Treks program which serve youth and student groups offers set, deeply-discounted fares for school and youth groups.
 - **FY 17: July 2016 – July 2017**
 - **Number of Groups Traveled:** 223
 - **Revenue from Groups:** \$131,581
 - **Number of passengers:** 10,159
 - **Top City Pairs:** Martinez to Sacramento and Sacramento to San Francisco
 - **July 2017 – August 2017**
 - **Number of Groups Traveled:** 16
 - **Revenue from Groups:** \$11,740
 - **Number of passengers:** 676
 - **Top City Pairs:** Martinez to Sacramento and Oakland Jack London to Sacramento

**TAKE 5 FOR \$5
WEEKEND DEAL**

 **CAPITOL
CORRIDOR**

Train Time = Family Time

Save on your next family trip in Northern California and ride the Capitol Corridor train!

Buy one full-fare ticket and take **up to 5** additional passengers for **\$5 each person, each way** on weekends and holiday Mondays.

Book Now

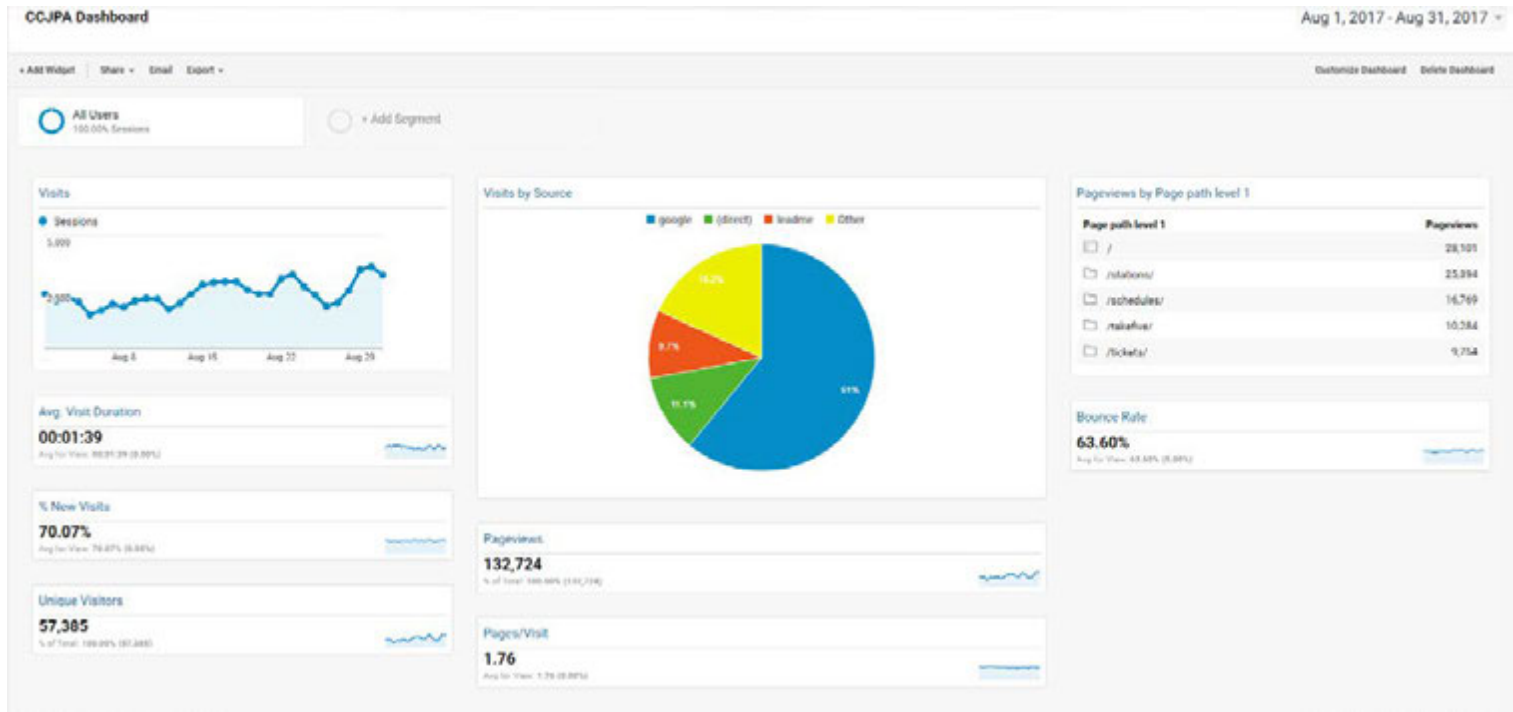
Every ride has a story. For tickets go to:
RideCCRail.com/TakeFive

Status Report – CCJPA Marketing: 9/6/2017
 PROMOTIONS REPORT

BOGO Saturdays - Buy one, get one free	Jan	Feb	Mar	Apr	May	Jun	Jul	Total YTD
Ridership	459	611	669	1,293	852	1,017	323	5,224
Revenue	\$ 5,649	\$ 8,440	\$ 9,359	\$ 17,427	\$ 11,886	\$ 14,301	\$ 4,569	\$ 71,631
Senior 50% Midweek - T, W, Th	Apr	May	Jun	Jul	Total YTD			
Ridership	1,277	2,355	2,612	2,306	8,550			
Revenue	\$ 16,854	\$ 30,961	\$ 34,651	\$ 30,142	\$ 112,608			
Friends & Family - Buy one, take 5 for 50%	Jan	Feb	Mar	Apr	May	Jun	Jul	Total YTD
Ridership	519	487	514	850	1,223	823	727	5,143
Revenue	\$ 10,046	\$ 9,172	\$ 9,137	\$ 16,173	\$ 21,648	\$ 14,920	\$ 13,478	\$ 94,574
Oakland A's - 25% off	Mar	Apr	May	Jun	Jul	Total YTD		
Ridership	20	336	512	547	517	1,932		
Revenue	\$ 384	\$ 6,186	\$ 10,138	\$ 10,635	\$ 10,013	\$ 37,356		
Take 5 wknds - Buy one, take 5 for \$5	Jul	Total YTD						
Ridership	1160	1160						
Revenue	\$ 14,661	\$ 14,661						

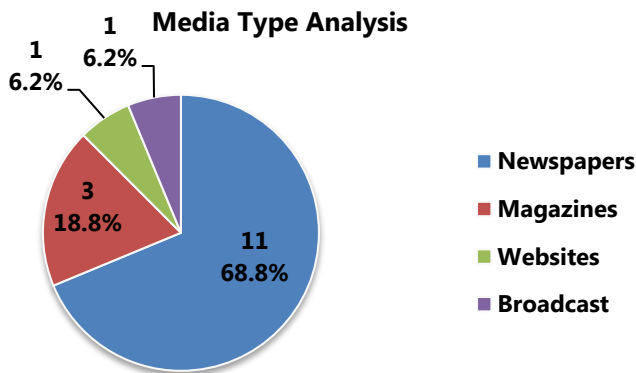
Status Report – CCJPA Marketing: 9/6/2017

WEBSITE STATISTICS – August 2017



EARNED MEDIA REPORTS –July 2017

July 2017	
TOTAL EARNED MEDIA VALUE	\$108,731



Media Type Analysis:

Capitol Corridor generated **16** articles in July 2017.

Online version of Newspapers published **11** articles (68.8 percent). The most prominent newspapers by impression were *the Sacramento Bee*, *the Mercury News* and *San Francisco Chronicle*.

Magazines published **three** articles (18.8 percent). The most prominent magazines by impression were *Forbes* and *Railway Track and Structures*.

Websites earned **one** article (6.2 percent) from *Breitbart News*.

Online version of Broadcast generated **one** clip (6.2 percent) from *KGO-TV*.

Week 1 contributed the highest volume of coverage with **six** articles. Major themes included:

- Eliminating long-distance trains would allow Amtrak to focus on better managing its state-supported Capitol Corridor, San Joaquin and Pacific Surfliner train services
- A woman being killed when a Capitol Corridor train struck her car, parked on the Union Pacific Railroad tracks at Pitt School and Porter roads in Dixon.

Week 2 saw **five** articles. Topics included:

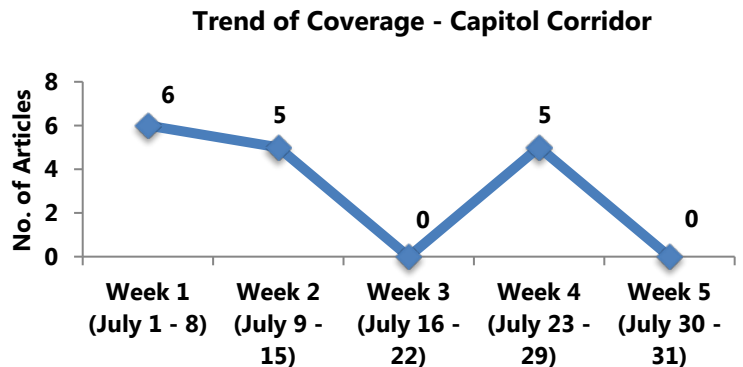
- Union City BART station being expected to become an intermodal station very soon and will have links to Dumbarton Rail, Capitol Corridor and ACE train
- Capitol Corridor Train 550 being delayed in Martinez for close to three hours due to the accident caused by the Coast Starlight train No.14

Week 3 had no coverage.

Week 4 saw **five** articles. Highlights included:

- Capitol Corridor train ride from the Sacramento Valley station providing scenic experiences for its passengers

Week 5 had no coverage.



How's Business?

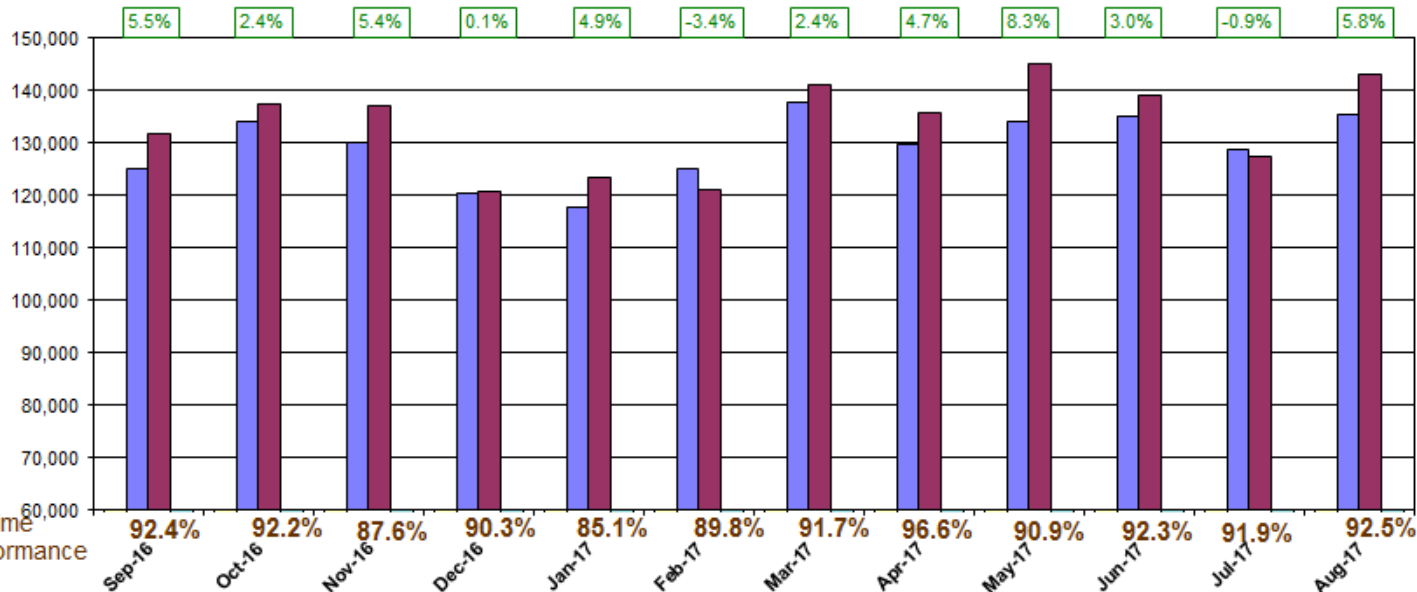
Ridership



■ Prior 12 Months ■ Current 12 Months

3.21% Overall 12-Month Growth
Ridership Last 12 Months=1,603,917
Ridership Prior 12 Months=1,553,978

% difference current month to prior year's month



On-time Performance



FY 2017 Performance Measures

Month	State Performance Standards (a)				Other Performance Measures		
	Ridership		On-time Performance	System Operating Ratio (b)	Revenues		Customer Satisfaction
	Actual	Business Plan	Actual	Actual	Actual	Business Plan	Actual
October-16	137,413	130,723	92.2%	61.4%	\$2,834,325	\$2,675,927	88.0
November-16	137,118	126,644	87.6%	58.3%	\$2,993,001	\$2,834,653	84.3
December-16	120,672	117,446	90.3%	52.9%	\$2,748,706	\$2,759,900	87.4
January-17	123,616	114,728	85.1%	50.4%	\$2,623,174	\$2,514,660	88.2
February-17	120,962	121,958	89.8%	53.7%	\$2,555,209	\$2,528,430	88.8
March-17	141,252	134,321	91.7%	55.0%	\$2,848,352	\$2,722,281	90.1
April-17	135,950	126,497	96.6%	61.4%	\$2,842,127	\$2,521,935	90.2
May-17	145,230	130,628	90.9%	57.1%	\$2,944,044	\$2,674,760	83.8
June-17	139,047	131,449	92.3%	61.4%	\$2,922,908	\$2,663,780	90.0
July-17	127,505	125,291	91.9%	56.1%	\$2,797,540	\$2,714,973	90.6
August-17	143,230	131,840	92.5%	54.8%	\$2,877,921	\$2,696,930	
September-17		128,472				\$2,756,771	
Total YTD	1,471,995	1,391,528	91%	57%	\$30,987,307	\$29,308,229	88.1
Previous YTD	1,428,892	--	94%	55%	29,420,333	--	88.8
YTD Change	3.0%	5.8%	-3.3%	2.0%	5.3%	5.7%	-0.8%
Annual Standard/Measure		1,520,000	90%	53%		\$32,065,000	89.7

a) Standard developed by CCJPA in annual business plan update and approved by the California State Transportation Agency

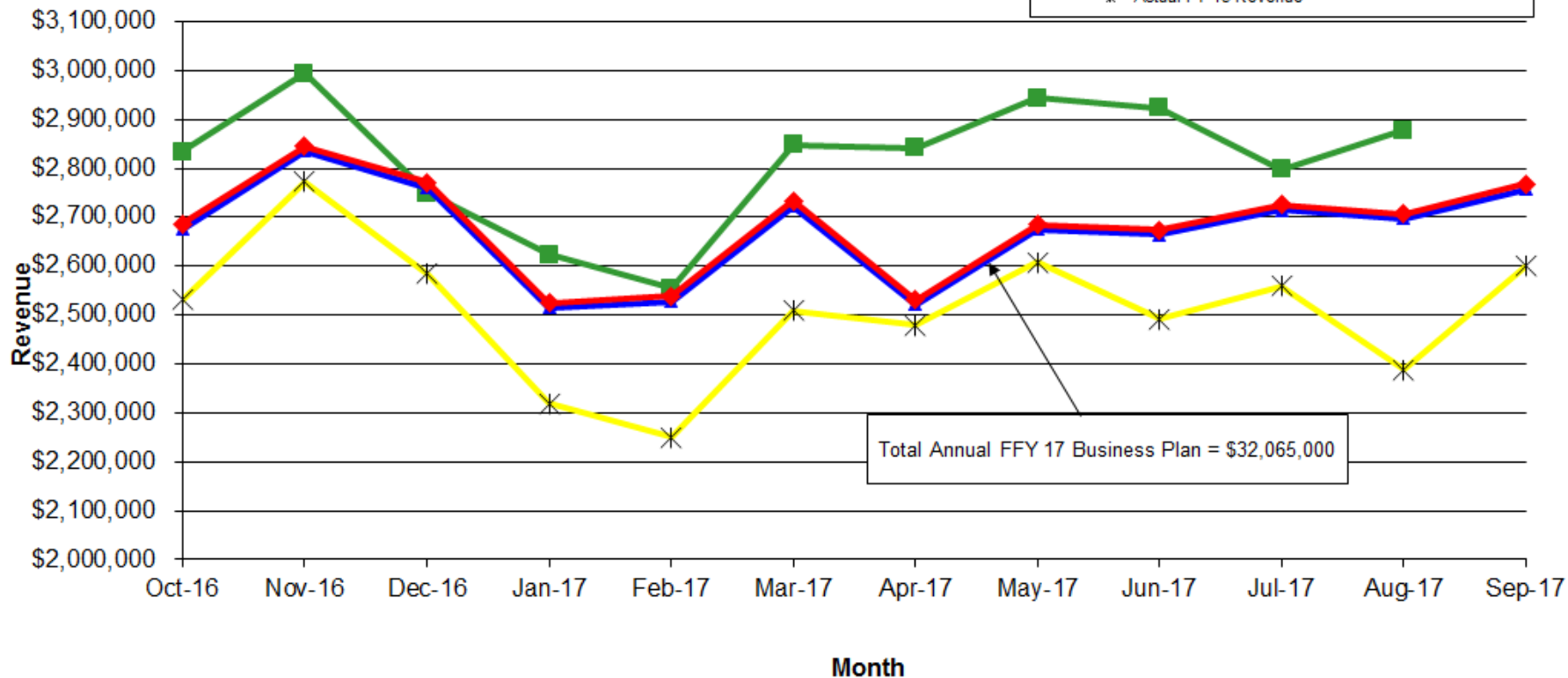
b) This standard measures total revenues (farebox and other operating credits) divided by total expenses (Amtrak operations + CCJPA Call Center)

How's Business?: Revenue

Capitol Corridor Performance FFY 2016-17 Monthly Revenues Actual vs Business Plan



5.7% vs. FFY 17 Business Plan YTD
 5.3% vs. Prior FFY 16 YTD
 12.7% vs. Prior FFY 15 YTD



NATIONAL RAILROAD PASSENGER CORPORATION
and
CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT FOR THE PROVISION OF
RAIL PASSENGER SERVICE

THIS AGREEMENT made as of the first day of October 2017, 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. 4848 ("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 (the "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 (the "Agreed 209 Methodology"), which decision is incorporated herein by reference.

WHEREAS, the Capitol Corridor Service trains operating between San Jose, CA and Auburn, CA, ("Service"), are subject to the Agreed 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 Agreed 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) The Agreement is not, and will not be construed to be, the sole contract for construction, maintenance or repairs into which the CCJPA may enter during the term of the agreement or as it may be extended. The CCJPA reserves the right to provide construction, maintenance or repair services by its own employees and

equipment or pursuant to contract with other parties during the term of the Agreement.

- (b) Amtrak shall provide rail passenger service over the route(s) set forth in Appendix I 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 I made pursuant to Section 10 hereof.

Amtrak shall not be required to provide rail passenger service on any route additional to the route(s) set forth in Appendix I hereto except pursuant to a mutually agreed and duly executed and supplemental Appendix I. Each such supplemental Appendix I 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.

- (c) Amtrak shall submit for CCJPA approval any and all Amtrak advertising campaigns referencing Capitol Corridor service. Upon request, Amtrak will install CCJPA-approved promotional materials or public information notices on Service Property and Service Equipment pursuant to procedures established by the CCJPA. Amtrak shall obtain prior CCJPA approval for any and all marketing messaging, printed promotional materials, and/or public information notices that appear on Capitol Corridor trains (excluding material provided by San Joaquin Joint Powers Authority). 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 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.
- (d) Amtrak shall not release any statistical data or other information to the media or any other third-party without the prior approval of the CCJPA, unless required by law. Amtrak or its employees shall not engage with the media regarding CCJPA, such as policy, planning, and service management matters. Amtrak shall designate

- the individual in writing who may handle media requests regarding Capitol Corridor or the CCJPA. Any requests from the media inquiring about the CCJPA, such as requests pertaining to policy/planning/service management, shall be referred to the designated Public Relations person. Amtrak may handle media inquiries as they pertain to day-to-day Capitol Corridor operations, such as delays and incidents, and other matters upon mutual agreement.
- (e) 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 form of seat drops, station postings, public address announcements, electronic service advisories and visual messages.
 - (f) Amtrak shall convene jointly with the CCJPA on a quarterly basis to create SOPs for service related issues and to review and revise current SOPs as needed. Amtrak will provide CCJPA an action plan within 30 days of new/revised SOPs on how new SOPs and/or updates to the SOPs will be disseminated to affected employees.
 - (g) 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.
 - (h) 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. 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. Amtrak and the CCJPA shall jointly approve decisions impacting such things as menu items and prices, level of on-board amenities, fares, on-board operating policies (including procedures for disabled access, train crew procedures and stationing, and checked baggage service), and

reservations requirements. Both parties agree that in order to provide a consistent level of service across all Amtrak services, that tariff policies (including age or membership restrictions to qualify for passenger-type discounts, and rules, procedures and fees for handling reservation cancellations, ticket exchanges, and ticket or payment refunds) will be handled consistent with Amtrak national policies.

- (i) 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, after receiving CCJPA approval, 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. 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 Agreed 209 Methodology.

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 XVI, 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.

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.

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 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.

- (g) In order to enhance the operation of the service set forth in Appendix I, Amtrak and CCJPA may, from time to time, identify projects to improve facilities used on the Capitol Corridor route identified in Appendix I. 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) therefor.

- (h) 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 II, 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 II shall be accepted for carriage except Route 35. 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.

- (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 (SJPA) twelve (12) hours advance written notice of its arrival. Upon its arrival, the car or locomotive will be held for CCJPA and SJPA inspection. When both CCJPA and SJPA 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. Amtrak will notify CCJPA and SJPA in writing that a car or locomotive is leaving the northern California pool eighteen (18) hours before movement. Provided this notification is given, Amtrak is free to move the car or locomotive upon inspection by CCJPA and SJPA or at the end of the eighteen (18) hour period (whether or not it has been inspected by CCJPA and SJPA), whichever occurs first. In an emergency situation, Amtrak is authorized to move State-owned cars and locomotives in and out of the northern California pool without the notice and holding periods set forth above; however, Amtrak will provide a notice to CCJPA and SJPA as soon as possible.
- (j) PERFORMANCE STANDARDS
 - (a) Performance Standards, Incentives, and Assessments. Amtrak will endeavor to operate the Service so as to achieve the performance standards set forth in Appendix II, V, VI, VII, IX and X (“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 II, V, VI, VII IX and X, CCJPA agrees to make additional payments to Amtrak in the incentive amounts set forth in Appendix II, V, VI, VII, IX and/or X (“Incentives”). In the event that Amtrak does not achieve a certain level of performance established for each Performance Standard as set forth in Appendix II, V, VI, VII, IX and X, Amtrak agrees to credit CCJPA the assessments amounts set forth in Appendix II, V, VI, VII, IX and/or X (“Assessments”).
 - (b) 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 V and IX, including the method and frequency of data collection.
 - (c) 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 II, VI, VII and/or X (“Observation-Based Standards”).

- (d) 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.

For Data-Based Standards set forth in Appendix V and/or IX, Amtrak will collect the required data derived from the sources outlined in Appendix V and/or IX and for the time period (monthly/quarterly) defined in Appendix V and/or IX, 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.

For Observation-Based Standards, representatives of CCJPA shall conduct inspections in the manner set forth in Appendix II, VI, VII and/or X. 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 \$12,500 per month, even in cases where the calculations in Appendix II, V, VI, VII, IX and/or X would result in higher amounts.

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 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 II, V, VI, VII, IX and/or X, and neither Party shall be entitled to adjust or make a claim concerning any such calculation.

- (e) 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.

- (f) The CCJPA and Amtrak agree that the following standards outlined in Appendix II, V, VI, VII, IX and X 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) 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.
- (l) Amtrak shall deploy State-owned equipment among the San Joaquin, Surfliner (LOSSAN) and Capitol Corridors 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 and CCJPA, SJJPA and LOSSAN JPA to review and update, as necessary, the Deployment Plan. Further, CCJPA agrees to meet and confer, either in person or via teleconference, with the 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 on or before the date mandated by federal law, and thereafter maintain such components.
- (m) 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 XIV. 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. Notice of such Caltrans-authorized modifications shall be provided to CCJPA 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.

- (n) The parties acknowledge that they each maintain websites promoting the Capitol Corridor Service. In an effort to maintain consistent websites, each party will timely notify the other of any updates or changes to their respective website.

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), 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 only 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, in the reasonable judgment of Amtrak, any proposed aforesaid decision will affect other Amtrak service, Amtrak shall solicit CCJPA's concurrence thereon prior to 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 if the parties fail to agree, Amtrak may implement such proposed decision upon the expiration of the period.

- (iii) If, under Subsections (a) (i) or (ii) 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, 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 Agreed 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 Agreed 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) If during the term of this Agreement, new State-acquired Siemens Charger Locomotives are accepted by the Parties for operation in the Service, use of Diesel Exhaust Fluid (“DEF”) will be required. All costs from outside vendors related to the use of DEF will be charged to the State as part of the Fuel and Power Cost Category of Third Party Costs, as allocated by the APT System. Any costs incurred by Amtrak’s Mechanical forces to support the provision of DEF to the Service will be charged to the State as part of the Car & Locomotive Maintenance and Turnaround Cost Category, as allocated by the APT System. Amtrak will prepare reports and invoices detailing DEF-related charges, with the goal of including labor and non-labor costs, as well as DEF 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 II 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 II; 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.

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 I for the period from October 1, 2017 through and including September 30, 2018:

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

- (i) The estimated sum of Forty Nine Million, Nine Hundred and Fifty Four Thousand, Five Hundred Nineteen Dollars (\$49,954,519) representing an estimate for all projected Route Costs and Additives, for the Service.
- (ii) Operating Costs – General. Estimated Operating Costs are set forth in Appendix XV, Schedule B. Route Costs and Additives, Third Party Costs, and credits for Passenger and Other Allocated Revenue shall be charged based on actual costs incurred and revenues received as recorded in APT. For purposes of estimating the net Operating Cost, estimates of Route Costs, Additives, Third Party Costs and Passenger and Other Allocated Revenues are provided in Appendix XV, Schedule B.
- (iii) Third Party Costs – Fuel. Estimated Fuel cost shall be calculated by Amtrak using the Amtrak Performance Tracking (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, 2016 through and including September 30, 2017, is estimated to be Four Million Two Hundred Thirty Thousand Nine Hundred and Fifty Dollars (\$4,230,000), calculated at \$1.85 per gallon and multiplied by 2,286,487 (the estimated gallon consumption rate to operate the Capitol Corridor Service). The APT fuel expense will be reconciled as set forth in Section 4(b) below. Pursuant to Section 2(c)(ii), the DEF may be included in this pricing category.
- (iv) Third Party Costs – Host Railroad Maintenance of Way, Performance Incentives and Other Costs. Host railroad expenses shall be computed by Amtrak on a monthly basis based upon the APT 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 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 total estimated Host Railroad Maintenance of Way, Performance Incentives and Other costs is estimated to be Seven Million One Hundred and Three Thousand Dollars (\$7,103,000).

- (v) Capital Costs – Passenger Service Equipment. Capital Costs for Passenger Service Equipment are excluded from this Agreement. The State of California will be responsible for payment of Capital Costs Passenger Service Equipment under the terms of the Agreement for the Provision of Equipment Capital between Amtrak and the State of California dated October 1, 2016.
- (vi) Capital Costs – Fixed Assets. Under the provisions of PRIIA Section 209, 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 Agreed 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 III 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 Route Costs and Additives, Third Party Costs and Passenger and Other Allocated Revenue for the preceding month in order to evaluate whether the remaining funds available to the CCJPA are likely to meet the projected Route Costs, Additives and Third Party Costs for the remainder of the contract year. In the event that the amount of projected Route Costs, Additives and Third Party Costs 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 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 (g) of Section 1 of this Agreement, in accordance with the Agreed 209 Methodology.
- (c) In the event Amtrak provides services in accordance with Subsection (c) of Section 1 of this Agreement, CCJPA shall compensate Amtrak in accordance with the Agreed 209 Methodology.
- (d) In the event the parties fail to reach agreement for operation of the Service for the period October 1, 2018 through September 30, 2019 (“FY19 Agreement”) prior to October 1, 2018, the parties agree that the terms of this prior FY18 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 Costs in accordance with the Continuation Period Payment Schedule set forth in Appendix XV, Schedule at the level established for the period October 1, 2017 through September 30, 2018, plus the addition of a 1% escalation component, for the first three months (October 1, 2018 through December 31, 2018) of the Continuation Period, with the escalation component increasing to 2% for the Continuation Period beyond December 31, 2018. Once an FY19 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 FY19 Agreement. In no event shall the Continuation Period extend beyond June 30, 2019.
- (e) From time to time, Amtrak may make updates to the Amtrak Performance Tracking (APT) system which is the basis of many cost allocations within the Agreed 209 Methodology, or may make updates to Operating or Capital Cost forecasts derived from APT 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 Appendix III hereto, CCJPA agrees to reimburse Amtrak in accordance with the monthly payment schedule included in Appendix XV, 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 XV, 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 I and Appendix II, 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 also submit monthly reconciliation statements (“Monthly Reconciliation 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-based actual monthly Passenger and Other Allocated Revenue, actual monthly Route Costs and Additives, and actual monthly Third Party Costs for operating the Capitol Corridor. As provided by the Agreed 209 Methodology, the actual cost of providing the Service will be calculated based on APT 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.

Amtrak shall also submit a year-end final reconciliation to the CCJPA following the Appendix III format for ‘aggregate amount allocations’. A sample of the Monthly Reconciliation Statement is set forth in Appendix XI and has been agreed upon by the parties as providing a satisfactory level of supporting documentation.

- (b) 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 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.
- (c) 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.
- (d) If any Extra Work is undertaken in accordance with Subsection (c) 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.
 - (e) 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.
 - (f) 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.
 - (g) 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 (c) 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 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.

- (h) **Third Party Costs – Host Railroad Access Fees, Performance Incentives and Other Costs Reconciliation:** On a quarterly basis, Amtrak shall provide documentation for an in-person review of all APT host railroad costs, by CCJPA at Amtrak’s offices located in California. CCJPA shall not disclose to any third party, without Amtrak’s prior approval, any confidential or proprietary data provided in such review or hereunder. The PARTIES shall meet in person at Amtrak offices located in California, Amtrak Philadelphia Staff shall join via conference call to review Host Railroad Costs for the billing periods. Amtrak shall make available for review the APT Train Movement Host Railroad Report for review at this reconciliation meeting.

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. 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 special, 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 special, 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 both parties 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, or death or injury to, the employees, agents or contractors of CCJPA or the State or damages to property of CCJPA, the State, CCJPA's employees, agents or contractors for which CCJPA has agreed to indemnify Amtrak pursuant to Subsection (b) of this Section, 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 therefor.

- (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 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. 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 III 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) Amtrak shall, without cost to CCJPA, provide the number of passengers carried and passenger miles operated for each train as included in Appendix I. Such data shall be computed and furnished on a monthly basis. 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 the 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, 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 III 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 Manager State Corridors
National Railroad Passenger Corporation
530 Water Street, 5th Floor
Oakland, California 94607

All Other Issues:
Deputy General Manager California
National Railroad Passenger Corporation
245 2nd Street - 2nd Floor
Oakland, California 94607

For CCJPA: Managing Director
Capitol Corridor Joint Powers Authority
300 Lakeside Drive, 14th Floor East
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 IV, 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, subject to the requirements of the California Public Records Act (California Government Code Sections 6250 etseq.) it, its employees, contractors and agents 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. This Section shall survive termination or expiration of this Agreement. Any CCJPA confidential materials to which Amtrak has access or materials prepared by Amtrak during the course of this Agreement shall be held in confidence by Amtrak, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of Amtrak as necessary to accomplish the rendition of services set forth in Section 1 of this Agreement. If Amtrak believes any materials or information it provides to CCJPA contains trade secrets or other proprietary information ("Confidential Information"), Amtrak shall request that the CCJPA withhold from disclosure the Confidential Information by marking each page containing such information as "Confidential."

In the event that CCJPA is requested to disclose Amtrak's Confidential Information, CCJPA shall notify Amtrak of such request. If Amtrak continues to desire that the CCJPA withhold from disclosure the Confidential Information requested, the CCJPA shall withhold same provided that Amtrak assumes all responsibility for any challenges resulting from the nondisclosure, indemnifies and holds harmless the CCJPA from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Confidential Information), and pays any and all cost and expenses related to the withholding of the Confidential Information.

Amtrak shall have the right to select the counsel to represent the CCJPA in respect to these matters. The selection of counsel shall be subject to the approval of the CCJPA, which shall not be unreasonably withheld or conditioned. In addition, the Amtrak, at its expense, reserves the right to intervene in any such proceeding to protect against disclosure of its claimed trade secret or proprietary information.

If Amtrak does not request that the CCJPA withhold from disclosure information identified as confidential, the CCJPA shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the CCJPA.

Amtrak, its employees, subcontractors, subconsultants and agents, shall not release any reports, information, or other materials prepared in connection with this Agreement, whether deemed confidential or not, without the approval of the CCJPA's Managing Director or designee.

Amtrak shall take all reasonable steps to ensure the safekeeping of all documents containing information about the transit system's infrastructure vulnerabilities, including any that are identified or marked "Security Sensitive Information." This Section shall survive termination or expiration of this Agreement. 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.

DRAFT

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.

NATIONAL RAILROAD PASSENGER CORPORATION

Dated: _____

By: _____
Richard H. Anderson
President and Chief Executive Officer

Approved as to Form:

Dated: _____

By: _____
Robin McCarthy
Amtrak Law Department

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

Dated: _____

By: _____
David B. Kutrosky
Managing Director

APPENDIX I
NATIONAL RAILROAD PASSENGER CORPORATION
and
CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2016
FOR THE PROVISION OF
RAIL PASSENGER SERVICE

* * * * *

FISCAL YEAR 2018
October 1, 2017 – September 30, 2018
(Effective October 1, 2017)

Pursuant to Section 1 of the aforesaid Agreement Amtrak shall provide rail passenger service during fiscal year 2018 over the route set forth below, in accordance with the schedule(s) attached. The said service shall commence on October 1, 2017, and shall terminate September 30, 2018.

ROUTE

San Jose/Oakland to Sacramento/Auburn

This Appendix I 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 I provided, however, that notwithstanding the foregoing, changes in the schedule(s) listed herein may be made pursuant to Section 2 of the aforesaid Agreement.

CAPITOL CORRIDOR Westbound - Weekdays

Train Number	521	523	525	527	529	531	533	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	Mo-Fr
Will Not Operate								Cancelled								
	95, 11/24, 11/25															
Auburn, CA						8:30 AM										
Rocklin, CA						8:50 AM										
Roseville, CA						7:00 AM										
Sacramento, CA	Ar					7:30 AM										
	Dp					7:40 AM	8:55 AM		10:10 AM	12:10 PM	2:10 PM	3:35 PM	4:40 PM	6:40 PM	8:55 PM	10:30 PM
Oasis, CA		4:45 AM	5:45 AM	6:35 AM	7:15 AM	7:55 AM	8:10 AM		10:25 AM	12:25 PM	2:25 PM	3:50 PM	4:55 PM	5:55 PM	7:10 PM	8:25 PM
Suisun-Fairfield, CA		5:09 AM	6:09 AM	6:59 AM	7:39 AM	8:19 AM	8:34 AM		10:49 AM	12:49 PM	2:49 PM	4:14 PM	5:19 PM	6:19 PM	7:34 PM	8:49 PM
Martinez, CA		5:29 AM	6:29 AM	7:19 AM	7:59 AM	8:39 AM	8:54 AM		11:09 AM	1:09 PM	3:09 PM	4:34 PM	5:39 PM	6:39 PM	7:54 PM	9:09 PM
Richmond, CA		5:55 AM	6:55 AM	7:45 AM	8:25 AM	9:05 AM	10:20 AM		11:35 AM	1:35 PM	3:35 PM	5:00 PM	6:05 PM	7:05 PM	8:20 PM	9:35 PM
Berkeley, CA		6:03 AM	7:03 AM	7:53 AM	8:33 AM	9:13 AM	10:28 AM		11:43 AM	1:43 PM	3:43 PM	5:08 PM	6:13 PM	7:13 PM	8:28 PM	9:43 PM
Emeryville, CA	Ar	6:08 AM	7:08 AM	7:58 AM	8:38 AM	9:18 AM	10:33 AM		11:48 AM	1:48 PM	3:48 PM	5:13 PM	6:18 PM	7:18 PM	8:33 PM	9:48 PM
	Dp	6:10 AM	7:10 AM	8:00 AM	8:40 AM	9:20 AM	10:35 AM		11:50 AM	1:50 PM	3:50 PM	5:15 PM	6:20 PM	7:20 PM	8:35 PM	9:50 PM
Oakland, CA	Ar	6:21 AM	7:21 AM	8:11 AM	8:51 AM	9:31 AM	10:51 AM	D	12:08 PM	2:01 PM	4:08 PM	5:26 PM	6:30 PM	7:31 PM	D	8:51 PM
	Dp	6:23 AM	7:23 AM	8:13 AM	8:53 AM	9:33 AM	10:53 AM		12:10 PM	2:03 PM	4:10 PM	5:28 PM	6:32 PM	7:33 PM		8:53 PM
Oakland Coliseum, CA	Dp	6:30 AM	7:30 AM	8:20 AM	9:00 AM	9:40 AM	11:00 AM		12:15 PM	2:12 PM	4:20 PM	5:40 PM	6:44 PM	7:45 PM		9:00 PM
Hayward, CA		6:43 AM	7:43 AM	8:33 AM	9:13 AM	9:53 AM										7:59 PM
Fremont-Centerville, CA		6:59 AM	7:59 AM	8:49 AM	9:29 AM	10:09 AM										8:17 PM
Santa Clara-Great America, CA		7:16 AM	8:16 AM	9:06 AM	9:46 AM	10:26 AM										8:34 PM
CA-Coast	Ps	7:27 AM	8:27 AM	9:17 AM	9:57 AM	10:37 AM				3:07 PM		6:37 PM				8:47 PM
Santa Clara, CA	Dp	7:24 AM	8:24 AM	9:14 AM	9:54 AM	10:34 AM				3:04 PM		6:34 PM				8:47 PM
San Jose, CA	Ar	7:38 AM	8:38 AM	9:28 AM	10:13 AM	10:53 AM				3:18 PM		6:48 PM				8:58 PM

CAPITOL CORRIDOR Westbound - Weekends and Holidays

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											
	95, 11/24, 11/25										
Auburn, CA				8:10 AM							
Rocklin, CA				8:30 AM							
Roseville, CA				8:43 AM							
Sacramento, CA	Ar			9:12 AM							
	Dp	8:10 AM	8:10 AM	9:15 AM	10:30 AM	12:10 PM	2:10 PM	3:55 PM	5:00 PM	6:40 PM	7:35 PM
Oasis, CA		8:26 AM	8:26 AM	9:30 AM	10:45 AM	12:25 PM	2:25 PM	4:10 PM	5:15 PM	6:55 PM	7:50 PM
Suisun-Fairfield, CA		8:49 AM	8:49 AM	9:54 AM	11:09 AM	12:49 PM	2:49 PM	4:34 PM	5:39 PM	7:19 PM	8:14 PM
Martinez, CA		7:09 AM	8:09 AM	10:14 AM	11:29 AM	1:09 PM	3:09 PM	4:54 PM	5:59 PM	7:39 PM	8:34 PM
Richmond, CA		7:26 AM	8:26 AM	10:31 AM	11:46 AM	1:26 PM	3:26 PM	5:11 PM	6:16 PM	7:56 PM	8:51 PM
Berkeley, CA		7:43 AM	8:43 AM	10:48 AM	12:03 PM	1:43 PM	3:43 PM	5:28 PM	6:33 PM	8:13 PM	9:08 PM
Emeryville, CA	Ar	7:48 AM	8:48 AM	10:53 AM	12:08 PM	1:48 PM	3:48 PM	5:33 PM	6:38 PM	8:18 PM	9:13 PM
	Dp	7:50 AM	8:50 AM	10:55 AM	12:10 PM	1:50 PM	3:50 PM	5:35 PM	6:40 PM	8:20 PM	9:15 PM
Oakland, CA	Ar	8:01 AM	10:01 AM	11:06 AM	D	12:26 PM	2:01 PM	4:01 PM	5:46 PM	7:31 PM	8:26 PM
	Dp	8:03 AM	10:03 AM	11:08 AM		12:28 PM	2:03 PM	4:03 PM	5:48 PM	7:33 PM	8:28 PM
Oakland Coliseum, CA	Dp	8:12 AM	10:12 AM	11:17 AM	12:35 PM	2:12 PM	4:12 PM	6:00 PM			7:42 PM
Hayward, CA		8:23 AM	10:23 AM	11:28 AM	12:46 PM	2:23 PM	4:23 PM	6:12 PM			7:53 PM
Fremont-Centerville, CA		8:39 AM	10:39 AM	11:44 AM	13:02 PM	2:39 PM	4:39 PM	6:28 PM			8:09 PM
Santa Clara-Great America, CA		8:56 AM	10:56 AM	12:01 PM	13:19 PM	2:56 PM	4:56 PM	6:45 PM			8:26 PM
CA-Coast	Ps	9:07 AM	11:07 AM	12:12 PM	13:30 PM	3:07 PM	5:07 PM	6:56 PM			8:37 PM
Santa Clara, CA	Ps	9:04 AM	11:04 AM	12:09 PM	13:27 PM	3:04 PM	5:04 PM	6:53 PM			8:37 PM
San Jose, CA	Ar	9:18 AM	11:18 AM	12:23 PM	13:41 PM	3:18 PM	5:18 PM	7:07 PM			8:48 PM

CAPITOL CORRIDOR Eastbound - Weekdays

Effective 8/22/16

Train Number	520	522	524	526	528	530	532	534	536	538	540	542	544	546	548	550		
Days of Operation	Mo-Fr	Mo-Fr	Mo-Fr	Canceled	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	95, 11/24-11/25																	
San Jose, CA	Dp		6:40 AM		9:05 AM		12:20 PM			3:10 PM		6:20 PM		5:50 PM	7:15 PM			
Santa Clara, CA			6:46 AM		9:11 AM		12:26 PM			3:16 PM		6:26 PM		5:56 PM	7:21 PM			
CP-Coast			6:49 AM		9:12 AM		12:28 PM			3:18 PM		6:28 PM		5:58 PM	7:23 PM			
Santa Clara-Great America, CA			6:54 AM		9:19 AM		12:34 PM			3:24 PM		6:34 PM		6:04 PM	7:29 PM			
Fremont-Centerville, CA			7:11 AM		9:36 AM		12:51 PM			3:43 PM		6:51 PM		6:21 PM	7:46 PM			
Hayward, CA			7:26 AM		9:54 AM		1:06 PM			3:59 PM		7:06 PM		6:36 PM	8:01 PM			
Oakland Coliseum, CA			7:36 AM		10:04 AM		1:16 PM			4:09 PM		7:16 PM		6:46 PM	8:11 PM	10:00 PM		
Oakland, CA	Ar		7:43 AM		10:13 AM		1:23 PM			4:18 PM		7:23 PM		6:53 PM	8:18 PM	10:08 PM		
	Dp	5:25 AM	6:35 AM	7:45 AM		10:15 AM	12:15 PM	1:25 PM	2:50 PM	3:30 PM	4:20 PM	4:50 PM	5:30 PM	6:10 PM	6:55 PM	8:20 PM	10:10 PM	
Emeryville, CA	Ar		5:33 AM	6:33 AM	7:53 AM		10:23 AM	12:23 PM	1:33 PM	2:58 PM	3:38 PM	4:28 PM	4:58 PM	5:38 PM	6:18 PM	7:03 PM	8:28 PM	10:18 PM
	Dp	5:35 AM	6:35 AM	7:55 AM		10:25 AM	12:25 PM	1:35 PM	3:00 PM	3:40 PM	4:30 PM	5:00 PM	5:45 PM	6:20 PM	7:05 PM	8:30 PM	10:20 PM	
Berkeley, CA			5:39 AM	6:39 AM	7:59 AM		10:29 AM	12:29 PM	1:39 PM	3:04 PM	3:44 PM	4:34 PM	5:04 PM	5:49 PM	6:24 PM	7:09 PM	8:34 PM	10:24 PM
Richmond, CA			5:47 AM	6:47 AM	8:07 AM		10:37 AM	12:37 PM	1:47 PM	3:12 PM	3:52 PM	4:42 PM	5:12 PM	5:57 PM	6:32 PM	7:17 PM	8:42 PM	10:32 PM
Martinez, CA			6:14 AM	7:14 AM	8:34 AM		11:04 AM	1:04 PM	2:14 PM	3:39 PM	4:19 PM	5:09 PM	5:39 PM	6:24 PM	6:59 PM	7:44 PM	9:09 PM	10:59 PM
Suisun-Fairfield, CA			6:33 AM	7:33 AM	8:53 AM		11:23 AM	1:23 PM	2:33 PM	3:58 PM	4:38 PM	5:28 PM	5:58 PM	6:43 PM	7:18 PM	8:03 PM	9:28 PM	11:18 PM
Davis, CA			6:57 AM	7:57 AM	9:17 AM		11:47 AM	1:47 PM	2:57 PM	4:22 PM	5:02 PM	5:52 PM	6:22 PM	7:07 PM	7:42 PM	8:27 PM	9:52 PM	11:42 PM
Sacramento, CA	Ar		7:23 AM	8:23 AM	9:48 AM		12:18 PM	2:13 PM	3:28 PM	4:48 PM	5:22 PM	6:23 PM	6:48 PM	7:38 PM	8:13 PM	8:58 PM	10:28 PM	12:08 AM
	Dp								5:25 PM									
Roseville, CA									5:48 PM									
Rocklin, CA									5:56 PM									
Auburn, CA	Ar								6:30 PM									

EX544 EX546 EX548

CAPITOL CORRIDOR Eastbound - Weekends and Holidays

Effective 8/27/16

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	95, 11/24-11/25											
San Jose, CA	Dp	9:10 AM	10:10 AM	1:05 PM			4:10 PM	5:10 PM	6:45 PM		9:10 PM	
Santa Clara, CA		9:16 AM	10:16 AM	1:11 PM			4:16 PM	5:16 PM	6:51 PM		9:16 PM	
CP-Coast		9:18 AM	10:18 AM	1:13 PM			4:20 PM	5:18 PM	6:53 PM		9:18 PM	
Santa Clara-Great America, CA		9:24 AM	10:24 AM	1:19 PM			4:26 PM	5:24 PM	6:59 PM		9:24 PM	
Fremont-Centerville, CA		9:41 AM	10:41 AM	1:36 PM			4:43 PM	5:41 PM	7:16 PM		9:41 PM	
Hayward, CA		9:56 AM	10:56 AM	1:51 PM			4:58 PM	5:56 PM	7:31 PM		9:56 PM	
Oakland Coliseum, CA		9:56 AM	11:06 AM	2:01 PM			5:08 PM	6:06 PM	7:41 PM		10:06 PM	
Oakland, CA	Ar	9:13 AM	11:13 AM	2:08 PM			5:15 PM	6:13 PM	7:48 PM		10:13 PM	
	Dp	8:15 AM	9:15 AM	11:15 AM	2:10 PM	3:00 PM	4:10 PM	5:20 PM	6:20 PM	7:50 PM	8:30 PM	10:15 PM
Emeryville, CA	Ar		9:23 AM	11:23 AM	2:18 PM	3:08 PM	4:18 PM	5:28 PM	6:28 PM	7:58 PM	8:38 PM	10:23 PM
	Dp	8:25 AM	9:25 AM	11:25 AM	2:20 PM	3:10 PM	4:20 PM	5:30 PM	6:30 PM	8:00 PM	8:40 PM	10:25 PM
Berkeley, CA		8:29 AM	9:29 AM	11:29 AM	2:24 PM	3:14 PM	4:24 PM	5:34 PM	6:34 PM	8:04 PM	8:44 PM	10:29 PM
Richmond, CA		8:37 AM	9:37 AM	11:37 AM	2:32 PM	3:22 PM	4:32 PM	5:42 PM	6:42 PM	8:12 PM	8:52 PM	10:37 PM
Martinez, CA		9:04 AM	10:04 AM	12:04 PM	2:59 PM	3:49 PM	4:59 PM	6:09 PM	7:09 PM	8:39 PM	9:19 PM	11:04 PM
Suisun-Fairfield, CA		9:23 AM	10:23 AM	12:23 PM	3:18 PM	4:08 PM	5:18 PM	6:28 PM	7:28 PM	8:58 PM	9:38 PM	11:23 PM
Davis, CA		9:47 AM	10:47 AM	12:47 PM	3:42 PM	4:32 PM	5:42 PM	6:52 PM	7:52 PM	9:22 PM	10:02 PM	11:47 PM
Sacramento, CA	Ar	10:13 AM	11:18 AM	1:18 PM	4:13 PM	4:58 PM	6:08 PM	7:21 PM	8:12 PM	9:53 PM	10:28 PM	12:18 AM
	Dp							8:15 PM				
Roseville, CA								8:38 PM				
Rocklin, CA								8:46 PM				
Auburn, CA	Ar							9:23 PM				

Remarks and Changes

EX734 EX732

7/15/16

APPENDIX II
NATIONAL RAILROAD PASSENGER CORPORATION
and
CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2016
FOR THE PROVISION OF
RAIL PASSENGER SERVICE
* * * * *
FISCAL YEAR 2018
October 1, 2017 – September 30, 2018
(Effective October 1, 2017)

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 2016 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	Via: Roseville, Rocklin, Auburn, Colfax,
To: Reno or Sparks	Truckee & Reno
From: Sacramento	Via: Placerville, South Lake Tahoe/Wye and
To: Stateline, NV	Stateline, CA
Service Level:	20A: 3 Daily Round Trips using full-size intercity motor coaches Sacramento-Reno or Sparks.
	20D: 1 Mo-Fr except Holiday Round Trip (including deadhead) using a full-size intercity motor coach Roseville-Sacramento.

20B: 1 Mo-Fr except Holiday Round Trip (3642/3603) using full-size intercity motor coach Sacramento-Auburn.

20C (Formerly Route 23):1 Daily Round Trip using a full-size intercity motor coach Sacramento-Stateline.

20E: 1 Mo-Fr except Holiday Round Trip (3538 including deadhead) using full-size intercity motor coach Sacramento-Auburn.

ROUTE 3

From: Sacramento
To: Auburn

Via: Roseville and Rocklin

From: Martinez
To: Davis (Sacramento)

Via: Suisun

Service Level:

3B: 3 Mo-Fr except Holiday Round Trips (including deadheads) using full-size intercity motorcoaches Sacramento-Auburn.

3D: 1 Mo-Fr except Holiday Round Trip (including deadhead) using a full-size intercity motor coach Martinez-Davis (replacing train 518). The bus extends SJJPA-funded Davis – Sacramento bus.

ROUTE 21

From: San Jose
To: Santa Barbara

Via: Gilroy, Salinas, King City, Paso Robles, San Luis Obispo/Cal Poly, San Luis Obispo, Grover Beach, Santa Maria, Buellton& Solvang

Service Level:

1 Daily Round Trip using a full-size intercity motorcoach.

ROUTE 35

From: San Jose

To: Santa Cruz
Via: Scotts Valley

Service Level:

A minimum of 26 Monday-Friday Round Trips and 14 Saturday-Sunday-Holiday Round Trips.
This service uses commuter motor coaches with high-back seats. The SJJPA will be responsible for funding \$20,000 annually towards this service. The Capitol Corridor Joint Powers Authority funds the balance per the CCJPA-Caltrans-SCMTD-VTA MOU.)

ROUTE 55

From: San Jose
To: Monterey

Via: Morgan Hill, Gilroy, Prunedale, and Seaside

Service Level:

2 Mo-Fr x Hol Round Trips and 3 Sa-Su-Hol Roundtrips between San Jose-Monterey, using commuter motor coaches with high-back seats.

From: San Jose
To: Salinas

Via: Morgan Hill, Gilroy and Prunedale

Service Level:

1 Mo-Fr x Hol Round Trip and 1 Sa-Su-Hol Roundtrip between San Jose-Salinas, using commuter motorcoaches with high-back seats.

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 Temporary Transbay Terminal, San Francisco Pier 39 and/or San Francisco Shopping Center.

Service Level:

40 of 57 Monday-Friday One Way Trips
22 of 40 Saturday-Sunday-Holiday One Way 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

Sunday-Sunday-Holiday scheduled buses operated. The ratio may change as service levels are adjusted. (Calculations are available in a separate document).

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 55 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 insure 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 display at all times.
 - b. Maintain a professional demeanor; a professional appearance and a clean, organized work are 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 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, and/or to the accessible restroom (if requested).
- 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>
<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</u>	<u>\$300</u>
<u>Failures of any motorcoach contractor employee and/or of the motorcoach operation that affect the safety of passengers</u>	<u>\$500</u>

APPENDIX III
NATIONAL RAILROAD PASSENGER CORPORATION
and
CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2017
FOR THE PROVISION OF
RAIL PASSENGER SERVICE

* * * * *

FISCAL YEAR 2018
October 1, 2017 – September 30, 2018
(Effective October 1, 2017)

Pursuant to Section 3 of the aforesaid Agreement, CCJPA's maximum obligation during fiscal year 2018 to reimburse Amtrak under the said Agreement shall not exceed Thirty One Million, Seven Hundred and Twenty Nine Thousand Dollars Five Hundred and Nineteen Dollars. Funds for the said purpose have been authorized and made available by CCJPA for fiscal year 2018 pursuant to the laws of the State.

The aforesaid aggregate amount is hereby allocated as follows:

San Jose/Sacramento/Auburn Route*	\$ 31,729,519
TOTAL	\$ 31,729,519

* Includes:

- 1) Estimated \$11,333,000 for Third Party Costs (fuel, host railroad access fees and host railroad performance payments) and \$49,954,519 in Amtrak Routes costs and additives 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 III 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 III.

APPENDIX IV

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 his 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 V
NATIONAL RAILROAD PASSENGER CORPORATION
and
CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2017
FOR THE PROVISION OF
RAIL PASSENGER SERVICE

FISCAL YEAR 2018
October 1, 2016 – September 30, 2017
(Effective October 1, 2017)

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 V, 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 V be considered “Eligible Delay Minutes” and thus determine Incentives and Assessments depending on the duration of the delays as described in Section 1(d).

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/repared 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, hold due to passenger train derailment; 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 V, and thus shall not be included in the determination of incentives or assessments under this Section 1 of this Appendix V, 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 activations, 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
FTI	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 activations 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 minute 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), Amtrak shall incur Assessments as follows:

Event	Assessments
Cancelled or Suspended train	\$750

- (f) Amtrak shall be eligible to earn Incentives when the total “Eligible Delay Minutes” per 10,000 train miles per month falls below the thresholds established below:

Total Eligible Delay Minutes per Month per 10,000 Train Miles	Incentive Max
NA	0

- (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 V 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 VI

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2017
FOR THE PROVISION OF
RAIL PASSENGER SERVICE

FISCAL YEAR 2018
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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. The following elements of the Standards Manual are of specific interest to the CCJPA and are therefore considered an Observation-Based Standard as defined in Section 1 (j).
 - (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 CCJPA/Caltrans/Amtrak 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 cars (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 and Amtrak 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 Senior Manager State Corridors and the Deputy General Manager for Amtrak 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 a 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 an e-mail 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 VII

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2016
FOR THE PROVISION OF
RAIL PASSENGER SERVICE

* * * * *

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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. Amtrak will develop a daily Consist Plan for CCJPA review and approval. Amtrak shall comply with the agreed upon consist plan. CCJPA must be immediately notified by email of any changes to the Consist Plan. Amtrak will make good faith effort based on fleet availability of the eight (8) equipment sets assigned to the Capitol Corridor for weekday service, each set shall have up to two (2) cars with expanded bike storage capacity (one unit will a cab car and a second unit will be a coach/bike car), except for the equipment set assigned to the train 529-536 couplet, which may have only one (1) cab car with expanded bike storage capacity. The table below provides an overview of the availability by train number (weekday and weekend).

	WESTBOUND INITIAL TERMINAL		EASTBOUND END-POINT TERMINAL	
	SAC	ARN	SAC	ARN
CAPITOL CORRIDOR Train Numbers	521		520	
	523		522	
	525		524	
	527		528	
	531		530	
	535		532	
	537		534	
	541		538	
	543	529	540	536

	545		542	
	547		544	
	549		546	
	551		548	
	553		550	
	723		720	
	727		724	
	729		728	
	733		732	
	737		734	
	741		736	
	743		738	
	745		742	
	747		744	
	749		746	
	751		748	
Diesel Locomotive (P42, F-59, GE-8)	1	1	1	1
Coach (Series 8000, 6400 , 35000)	1-2	2-3	1-2	2-3
Coach/Bike Car (Series 8200)	1	0	1	0
Cab/Bike Car (Series 8300, 6900)	1	1	1	1
Café Car (Series 8000, 6300 , 35000)	1	1	1	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, in CCJPA's sole judgment, the reason for the assessment was beyond Amtrak's reasonable control.

APPENDIX VIII
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Required Reports

Amtrak and CCJPA has a vested interest in the performance, maintenance and inspection of Capitol Corridor service. Amtrak shall provide Raw Data from Amtrak Performance Tracking system (APT) or any other system that Amtrak uses to track service performance, service costs, safety statistics, and any other data related to the Capitol Corridor service, which includes Service Equipment, on a daily, monthly, yearly basis. Amtrak shall provide CCJPA designated management access to the current reporting systems, which include, but not limited to Wi-Tronix and Amtrak's Work Management System (WMS).

1. Annually
 - a. By December 15, a final financial reconciliation of the previous fiscal year.
 - b. By March 31, 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.
2. Monthly (within 20 days of the end of the month)
 1. Ridership and transportation revenue report
 - a. City pair data
 - b. Amtrak System Ridership – Month and FY YTD
 - c. Monthly Smart Pass
 - d. Train Ridership and Revenue: Current; Prev Yr; Change vs. Prev Yr
 - e. Discounted Riders
 - f. Station Ridership and Revenue
 - g. Station Ons/Offs by Ticket Type
 2. On-time performance (OTP)
 3. OTP by Route and by Train and by Station (terminal and intermediate)
 4. Ground power usage report for Sacramento, San Jose, Auburn (once operational)

- 5. Invoice Data
 - 6. Customer Satisfaction (eCSI)
 - 7. Passenger miles (Train and Bus)
 - 8. Route and Train Detail Report
 - 9. Food & Beverage report that includes information on spoilage
3. Daily (by 9:00 a.m. next day)
- 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.
 - b. Report on previous day’s ridership and related data captured from Conductor EMDs made available via an automated monthly report updated daily.
4. Immediately (as soon as possible)
- a. Any incident that will result in a delay of 15 minutes or more.
 - b. Any police 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.

Assessments

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

APPENDIX IX

NATIONAL RAILROAD PASSENGER CORPORATION

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Customer Satisfaction

eCSI (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 eCSI Scores, both for specific trip attributes (“Single Attribute eCSI”) and on an overall basis (“Overall CSI”). eCSI 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 eCSI 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 eCSI Score results for the term of the agreement.
 - 2) Incentive Thresholds are the eCSI 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 a eCSI Score is at or above an Incentive Threshold. These amounts shall be fixed irrespective of how much the eCSI Scores exceed the Incentive Thresholds.

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

APPENDIX X

NATIONAL RAILROAD PASSENGER CORPORATION

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AGREEMENT DATED 1 OCTOBER 2017
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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.

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.
 - 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 and Amtrak 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 his/her designee for CCJPA shall notify the Senior Manager State Corridors and the Deputy General Manager California for Amtrak of the alleged situation within 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. 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
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
SF Temporary TransBay Terminal, CA	Staffed, Shared Responsibility	Amtrak/ Greyhound	TJPA	TJPA	NA
Richmond, CA	Staffed, 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	Amtrak	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 – structures on platform City – pedestrian ramp structure	Amtrak
Hayward, CA	Unstaffed, No responsibility	City	City	Amtrak	Amtrak
Fremont-Centerville, CA	Unstaffed, No responsibility	City	City	City	Amtrak
Great America/Santa Clara, CA	Unstaffed, Shared responsibility	Amtrak	City	Amtrak	Amtrak
Santa Clara/University, CA	Unstaffed, No responsibility	Caltrain JPB	Caltrain JPB	Caltrain JPB	Caltrain JPB

APPENDIX XI
 NATIONAL RAILROAD PASSENGER CORPORATION
 and
 CAPITOL CORRIDOR JOINT POWERS AUTHORITY
 AGREEMENT DATED 1 OCTOBER 2017
 FOR THE PROVISION OF
 RAIL PASSENGER SERVICE

FISCAL YEAR 2018
 October 1, 2017 – September 30, 2018
 (Effective October 1, 2017)

Summary Invoice



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

Invoice No.
90051467

Franika White
 Capitol Corridor Joint Power Auth
 14th Floor East
 800 Lakeside Drive
 Oakland CA 94612

Customer No.	Due Date
3001494	09/16/2014
Invoice Date	Amount Due
09/16/2014	\$2,736,854.46

Amount Enclosed \$

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

Sales Order No 50007003 Amtrak Contact Jason R Sklarz
 Customer No 1001190 Customer Contact Hubert Hanrahan

NRPC and CCJPA - - Agreement for the Provision of Rail Passenger Service

Srv. Month	PO / Contract Number	Amount
Aug. 2014	SSR - CAPITOL CORRIDOR - Aug 2014	\$2,736,854.46

Subtotal: \$2,736,854.46
 Advance Payment Applied 30.00
 Total due this Invoice \$2,736,854.46

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:
accountsreceivable@amtrak.com

or write to:
 Finance Department
 AMTRAK
 2955 Market 31 Box 61
 PHILADELPHIA, PA 19104

National Railroad Passenger Corporation
 Capitol Corridor State Supported Rail Service
 Statement of Net Amount Due From/(To) CCJPA
 Month: August 2014



	RT37 <u>Capitol</u>
REVENUE:	
Fixed revenue	\$ 2,654,720.00
TOTAL REVENUE	<u>2,654,720.00</u>
EXPENSES:	
Fixed costs	4,646,408.00
Fuel costs	566,759.02
Host railroad costs	<u>180,790.60</u>
TOTAL EXPENSES	<u>5,393,957.62</u>
NET ROUTE DEFICIT	2,739,237.62
Terminal Yard Credit	<u>(2,583.16)</u>
AMOUNT DUE FROM CCJPA	\$ 2,736,654.46
LESS: ADVANCE PAYMENT	<u>-</u>
NET AMOUNT DUE FROM(TO) CCJPA	<u>\$ 2,736,654.46</u>

Operating Statistics- Estimate	
Passengers	120,553
Total Train Miles	97,000
Car Miles	457,137
Passenger Miles	8,153,156
Actual Ticket Revenue	\$2,351,399.05
Other Revenue	\$23,547.92
Food and Beverage	<u>\$138,641.83</u>
Total Actual Revenue	<u>\$ 2,513,588.80</u>

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Comparison of Forecast and APT Actuals per the PRIIA 209 Methodology



Capitols	209 Pricing Policy	
	APT Actuals for 2014.AUG	Contract Forecast for 2014.AUG
REVENUES		
Ticket Revenue	\$2,351,399.05	\$2,438,500.00
Food & Beverage	\$138,641.83	\$137,583.00
Other Revenue	\$23,547.92	\$26,583.00
Total Passenger & Other Revenue	\$2,513,588.80	\$2,602,666.00
EXPENSES		
Third Party Costs		
Host Railroad Maintenance of Way and Performance Incentives	\$189,459.60	\$794,560.00
Fuel and Power	\$566,759.02	\$726,544.00
Subtotal: Third Party Costs	\$756,218.62	\$1,521,104.00
Route Costs		
Train & Engine Crew Labor	\$932,759.04	\$1,213,576.00
Car & Locomotive Maintenance and Turnaround	\$568,588.24	\$805,272.00
OBS - Crew	\$172,853.52	\$245,024.00
Commissary Provisions	\$67,663.55	\$120,952.00
Route Advertising	\$0.00	\$0.00
Sales Distribution	\$41,913.16	\$69,888.00
Reservations & Call Centers	\$124,085.93	\$0.00
Stations - Route	\$10,293.06	\$14,040.00
Stations - Shared	\$472,189.67	\$609,232.00
Commissions	\$47,766.83	\$60,112.00
Customer Concession	\$6,018.01	\$5,928.00
Connecting Motor Coach	\$200,553.31	\$457,392.00
Regional/Local Police	\$21,997.21	\$40,664.00
Block & Tower Operations	\$0.00	\$0.00
Terminal Yard Operations	\$44,170.50	\$77,792.00
Terminal MoW	\$240.72	\$520.00
Insurance	\$48,402.02	\$86,632.00
Subtotal: Route Costs	\$2,759,494.77	\$3,807,024.00
Additives		
Marketing	\$51,575.32	\$61,672.00
T&E	\$302,213.93	\$393,224.00
MoE	\$154,087.41	\$218,192.00
OBS	\$24,051.71	\$36,608.00
Police	\$40,765.78	\$50,960.00
G&A	\$55,189.90	\$78,728.00
Subtotal: Additives	\$627,884.05	\$839,384.00
Total Expenses	\$4,143,597.44	\$6,167,512.00
Estimated State Operating Payment or (Credit)	\$1,630,008.64	\$3,564,846.00
NEC Through-Revenue Credit	\$0.00	\$0.00
Charge per Passenger mile on NEC (if applicable)	\$0.00	\$0.00
NEC Through-Revenue Contribution or (Loss)	\$0.00	\$0.00
Estimated State Operating Payment or (Credit), Through Revenue Option	\$1,630,008.64	\$3,564,846.00

National Railroad Passenger Corporation
 Capitol Corridor State Supported Rail Service
 Train Revenue and Ridership / Other Revenue
 Month: August 2014



Train Revenue			
Train No./ Leg No.	Riders	Psgr. M.	Ticket Revenue
520/000	1,927	94,885	\$21,362.91
521/000	3,990	231,122	\$49,243.33
522/000	3,109	170,281	\$40,235.12
523/000	5,957	362,445	\$81,062.38
524/000	4,135	262,732	\$71,808.07
525/000	3,773	237,224	\$55,947.47
526/000	1,318	83,099	\$24,338.21
527/000	4,873	319,025	\$79,363.57
528/000	2,385	187,503	\$53,137.48
529/000	4,058	243,237	\$62,355.11
530/000	1,442	94,524	\$29,712.83
531/000	1,343	86,886	\$24,820.50
532/000	2,787	228,308	\$65,791.02
533/000	1,700	114,530	\$33,012.28
534/000	2,202	136,200	\$39,174.20
535/000	2,303	187,699	\$55,333.03
536/000	4,980	303,579	\$78,044.70
537/000	3,172	254,982	\$71,715.48
538/000	5,713	409,641	\$100,192.14
540/000	3,522	234,149	\$54,121.93
541/000	2,009	131,903	\$41,070.11
542/000	6,088	398,535	\$99,381.08
543/000	4,828	338,605	\$92,858.38
544/000	5,411	340,749	\$91,348.95
545/000	3,484	202,899	\$52,513.50
546/000	2,031	139,648	\$40,221.25
547/000	3,947	261,603	\$71,868.77
548/000	637	44,514	\$13,129.48
549/000	1,709	113,699	\$33,095.84
551/000	717	46,218	\$14,234.60
720/000	683	45,273	\$14,379.23
723/000	581	43,685	\$15,084.70
724/000	1,209	96,890	\$27,381.18
727/000	1,743	137,117	\$36,207.43
728/000	1,598	123,222	\$36,506.42
729/000	2,052	159,862	\$46,287.58
732/000	607	38,676	\$12,412.84
733/000	888	62,789	\$17,858.48
734/000	1,482	116,196	\$35,023.28
736/000	785	50,438	\$16,708.82
737/000	1,518	119,747	\$33,919.78
738/000	1,618	110,751	\$35,569.20
741/000	1,392	104,729	\$31,934.43
742/000	2,144	176,758	\$47,173.65
743/000	1,461	114,617	\$31,406.00
744/000	881	68,499	\$19,371.57
745/000	685	43,342	\$13,836.60
746/000	538	37,621	\$10,899.93
747/000	1,251	105,387	\$31,215.90
748/000	714	52,595	\$15,030.41
749/000	782	51,956	\$16,316.87
751/000	471	32,642	\$10,886.19
Sub-Total	120,553	8,153,156	\$ 2,194,502.05
996270(37A)			\$ 27,647.00
996285(37C)			\$ 130,681.00
Total			\$ 2,352,830.05

National Railroad Passenger Corporation
 Capitol Corridor State Supported Rail Service
 Fuel Expenses
 August 2014



	Average	APT ST_GALLS Allocated Gallons	Expense Allocated to Route
	Price Per Gallon		
Capitals	3.0902	177,284	\$ 547,843.02
Fuel Hedges, Net			\$ 16,666.00
Price/Quantity Adjustments			\$ 2,250.00
Total Hedge Cost			\$ 18,916.00
Total - To Invoice			\$ 566,759.02

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APPENDIX XII

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2017
FOR THE PROVISION OF
RAIL PASSENGER SERVICE

FISCAL YEAR 2018
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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 VII.
- (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).
- (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.
 - a. When equipment is released from the Primary Maintenance Location to receive passengers, Amtrak shall meet the requirements described in Section 3(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.
 - b. There shall be no observable safety conditions in any areas of the equipment open to passengers, in accordance with FRA regulations.
 - c. 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.
 - d. Car doors, vestibule trap doors, and baggage doors shall be operating properly, as applicable.

- e. In passenger areas, the heating, ventilation and air conditioning (HVAC) systems shall be operating properly per manufacturer specifications or otherwise as intended.
 - f. 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.
 - g. Ambient lighting fixtures shall be working properly, and reading lights that have been reported as not working shall have bulbs replaced and functioning.
 - h. Exterior and interior train identification and destination signs shall be used, as applicable.
 - i. 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.
 - j. Food service cars shall have all systems and appliances functioning, including plumbing, refrigeration, revenue collection, and storage lockers, as applicable.
 - k. Electronic equipment such as GPS transponders, Wi-Fi wireless local area computer networks, video monitors, and other shall be fully functional, as applicable.
 - l. Bicycle storage and securement devices shall be operating properly, as applicable.
- b. From time to time, the Primary Maintenance Location may not be able to achieve the conditions described in Section (c)(1) 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 b. (Safety Hazards), Amtrak shall use alternative equipment where available according to the requirements of the Agreed 209 Methodology, delay the train until these conditions can be met, or shall otherwise cancel the train.
- (d) Rolling stock, spares, and capital assets belonging to the CCJPA/Caltrans, shall not be stripped of parts to use on other equipment, unless Amtrak receives prior written approval from the CCJPA/Caltrans.
- (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.
- a. 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:
 - i. Turnaround Cleaning, which is performed when a train has a short layover of four hours or less.
 - ii. Layover Cleaning, when a train lays over night or during the day for more than four hours.
 - iii. Periodic Maintenance Cleaning, which is performed while the equipment is out of service for scheduled maintenance.

iv. Pre-Trip Food Service Cleaning, which is performed on food service cars prior to a trip during either Turnaround or Layover Cleaning.

b. 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, 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)

c. The following table describes which cleaning is performed where:

Train	Ending terminal	Cleaning
-------	-----------------	----------

#530/534	Oakland Coliseum (OAC)	Turnaround
#545/520	Oakland-Jack London (OKJ)	Layover
#545/720	OKJ	Layover
#529/536	OAC	Turnaround
#551/714	OKJ	Layover
#551/732	OKJ	Layover
715/544	OKJ	Turnaround
711/716	OKJ	Turnaround
713/718	OKJ	Turnaround
717/712	OKJ	Layover
733/736	OAC	Turnaround
749/720	OKJ	Layover

- d. 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 Section (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 Mechanical Superintendent, Assistant Superintendent Mechanical, Senior Manager State Corridors and the Deputy General Manager 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.
- (g) In the event an inspector discovers conditions not as described in Section ©(1) of this Appendix, the CCJPA shall notify the Mechanical Superintendent, Assistant Superintendent Mechanical, Senior Manager State Corridors and the Deputy General Manager for Amtrak of the alleged deficiencies within 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 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.

- (h) 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 Mechanical Superintendent, Assistant Superintendent Mechanical, Senior Manager State Corridors and the Deputy General Manager for Amtrak of the alleged deficiencies within 2 business days and provide any related supporting information. Amtrak will investigate the alleged deficiencies in cooperation with the State within 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.
- (i) 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 (f), (g), and (h) informally to the Senior Manager and/or the Deputy General Manager, 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).
- (j) Subject to the results of the process described in Sections (e) and (f), 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)b. 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)	\$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 this Appendix.	\$300

APPENDIX XIII

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2017
FOR THE PROVISION OF
RAIL PASSENGER SERVICE

FISCAL YEAR 2018
October 1, 2017 – September 30, 2018
(Effective October 1, 2017)

* * * * *

RESERVED

APPENDIX XIV

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2016
FOR THE PROVISION OF
RAIL PASSENGER SERVICE

FISCAL YEAR 2018
October 1, 2017 – September 30, 2018
(Effective October 1, 2017)

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”).

APPENDIX XV

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2016
FOR THE PROVISION OF
RAIL PASSENGER SERVICE

FISCAL YEAR 2018
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(Effective October 1, 2017)

Service Pricing

Attached is the basis for determining the fully allocated operating costs and total 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. Schedule B provides the estimated Service Pricing.

This Appendix XV 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 XV, Schedule A

Appendix XV - Schedule A
 FY'17 - RT_37 - Capitol Corridor
 Monthly Projections

TR_APT_RT_37	37 - Capitol Corridor	October	November	December	January	February	March	April	May	June	July	August	September	FY2017
	Ridership	115,114	127,797	118,926	106,449	105,365	119,579	115,080	119,643	112,842	117,886	115,394	113,696	1,387,770
Revenue	Ticket_Revenue	\$ 2,284,328	\$ 2,536,012	\$ 2,359,979	\$ 2,112,386	\$ 2,090,868	\$ 2,372,929	\$ 2,283,647	\$ 2,374,194	\$ 2,239,249	\$ 2,339,338	\$ 2,289,878	\$ 2,256,191	\$ 27,539,000
Revenue	Food_Beverage_Rev	\$ 121,686	\$ 135,093	\$ 125,716	\$ 112,527	\$ 111,380	\$ 126,406	\$ 121,650	\$ 126,473	\$ 119,285	\$ 124,616	\$ 121,982	\$ 120,187	\$ 1,467,000
Revenue	Other_Revenue	\$ 45,788	\$ 50,833	\$ 47,304	\$ 42,341	\$ 41,910	\$ 47,564	\$ 45,774	\$ 47,589	\$ 44,884	\$ 46,890	\$ 45,899	\$ 45,224	\$ 552,000
	Subtotal - Revenue	\$ 2,451,802	\$ 2,721,937	\$ 2,532,999	\$ 2,267,253	\$ 2,244,159	\$ 2,546,898	\$ 2,451,071	\$ 2,548,257	\$ 2,403,418	\$ 2,510,845	\$ 2,457,759	\$ 2,421,601	\$ 29,558,000
Third Party Costs	Host_RR - MOW	\$ 349,323	\$ 338,055	\$ 349,323	\$ 349,323	\$ 315,518	\$ 349,323	\$ 338,055	\$ 349,323	\$ 338,055	\$ 349,323	\$ 349,323	\$ 338,055	\$ 4,113,000
Third Party Costs	Host_RR - Performance Incentives	\$ 253,945	\$ 245,753	\$ 253,945	\$ 253,945	\$ 229,370	\$ 253,945	\$ 245,753	\$ 253,945	\$ 245,753	\$ 253,945	\$ 253,945	\$ 245,753	\$ 2,990,000
Third Party Costs	Fuel_and_Power	\$ 359,260	\$ 347,671	\$ 359,260	\$ 359,260	\$ 324,493	\$ 359,260	\$ 347,671	\$ 359,260	\$ 347,671	\$ 359,260	\$ 359,260	\$ 347,671	\$ 4,230,000
	Subtotal - Third Party Costs	\$ 962,529	\$ 931,479	\$ 962,529	\$ 962,529	\$ 869,381	\$ 962,529	\$ 931,479	\$ 962,529	\$ 931,479	\$ 962,529	\$ 962,529	\$ 931,479	\$ 11,333,000
Route Costs	T_E_Crew_Labor	\$ 1,063,173	\$ 1,028,877	\$ 1,063,173	\$ 1,063,173	\$ 960,285	\$ 1,063,173	\$ 1,028,877	\$ 1,063,173	\$ 1,028,877	\$ 1,063,173	\$ 1,063,173	\$ 1,028,877	\$ 12,518,000
Route Costs	Car_Loco_Mtc_TA	\$ 750,200	\$ 726,000	\$ 750,200	\$ 750,200	\$ 677,600	\$ 750,200	\$ 726,000	\$ 750,200	\$ 726,000	\$ 750,200	\$ 750,200	\$ 726,000	\$ 8,833,000
	Onboard Passenger Technology	\$ 48,071	\$ 46,521	\$ 48,071	\$ 48,071	\$ 43,419	\$ 48,071	\$ 46,521	\$ 48,071	\$ 46,521	\$ 48,071	\$ 48,071	\$ 46,521	\$ 566,000
Route Costs	OBS_Crew	\$ 212,329	\$ 205,479	\$ 212,329	\$ 212,329	\$ 191,781	\$ 212,329	\$ 205,479	\$ 212,329	\$ 205,479	\$ 212,329	\$ 212,329	\$ 205,479	\$ 2,500,000
Route Costs	OBS_Provisions	\$ 59,622	\$ 57,699	\$ 59,622	\$ 59,622	\$ 53,852	\$ 59,622	\$ 57,699	\$ 59,622	\$ 57,699	\$ 59,622	\$ 59,622	\$ 57,699	\$ 702,000
Route Costs	Route_Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Route Costs	Sales_Distributn	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Route Costs	RESV_CALLCTRS	\$ 79,071	\$ 76,521	\$ 79,071	\$ 79,071	\$ 71,419	\$ 79,071	\$ 76,521	\$ 79,071	\$ 76,521	\$ 79,071	\$ 79,071	\$ 76,521	\$ 931,000
Route Costs	Stations_Route	\$ 12,740	\$ 12,329	\$ 12,740	\$ 12,740	\$ 11,507	\$ 12,740	\$ 12,329	\$ 12,740	\$ 12,329	\$ 12,740	\$ 12,740	\$ 12,329	\$ 150,000
Route Costs	Stations_Shared	\$ 519,781	\$ 503,014	\$ 519,781	\$ 519,781	\$ 469,479	\$ 519,781	\$ 503,014	\$ 519,781	\$ 503,014	\$ 519,781	\$ 519,781	\$ 503,014	\$ 6,120,000
	Station Technology	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Route Costs	Commissions	\$ 50,874	\$ 49,233	\$ 50,874	\$ 50,874	\$ 45,951	\$ 50,874	\$ 49,233	\$ 50,874	\$ 49,233	\$ 50,874	\$ 50,874	\$ 49,233	\$ 599,000
Route Costs	Customer_Concess	\$ 6,285	\$ 6,082	\$ 6,285	\$ 6,285	\$ 5,677	\$ 6,285	\$ 6,082	\$ 6,285	\$ 6,082	\$ 6,285	\$ 6,285	\$ 6,082	\$ 74,000
Route Costs	Connecting_Coach	\$ 423,553	\$ 409,890	\$ 423,553	\$ 423,553	\$ 382,564	\$ 423,553	\$ 409,890	\$ 423,553	\$ 409,890	\$ 423,553	\$ 423,553	\$ 409,890	\$ 4,987,000
Route Costs	Region_Lcl_Police	\$ 81,704	\$ 79,068	\$ 81,704	\$ 81,704	\$ 73,797	\$ 81,704	\$ 79,068	\$ 81,704	\$ 79,068	\$ 81,704	\$ 81,704	\$ 79,068	\$ 962,000
Route Costs	Block_Tower_Ops	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Route Costs	Terminal_Yard_Ops	\$ 54,101	\$ 52,356	\$ 54,101	\$ 54,101	\$ 48,866	\$ 54,101	\$ 52,356	\$ 54,101	\$ 52,356	\$ 54,101	\$ 54,101	\$ 52,356	\$ 637,000
Route Costs	Terminal_MOW	\$ 13,504	\$ 13,068	\$ 13,504	\$ 13,504	\$ 12,197	\$ 13,504	\$ 13,068	\$ 13,504	\$ 13,068	\$ 13,504	\$ 13,504	\$ 13,068	\$ 159,000
Route Costs	Insurance	\$ 107,014	\$ 103,562	\$ 107,014	\$ 107,014	\$ 96,658	\$ 107,014	\$ 103,562	\$ 107,014	\$ 103,562	\$ 107,014	\$ 107,014	\$ 103,562	\$ 1,260,000
	Subtotal - Route Costs	\$ 3,482,022	\$ 3,369,699	\$ 3,482,022	\$ 3,482,022	\$ 3,145,052	\$ 3,482,022	\$ 3,369,699	\$ 3,482,022	\$ 3,369,699	\$ 3,482,022	\$ 3,482,022	\$ 3,369,699	\$ 40,998,000
Additives	Marketing_Add	\$ 32,745	\$ 31,689	\$ 32,745	\$ 32,745	\$ 29,576	\$ 32,745	\$ 31,689	\$ 32,745	\$ 31,689	\$ 32,745	\$ 32,745	\$ 31,689	\$ 385,546
Additives	T_E_Additive	\$ 344,468	\$ 333,356	\$ 344,468	\$ 344,468	\$ 311,132	\$ 344,468	\$ 333,356	\$ 344,468	\$ 333,356	\$ 344,468	\$ 344,468	\$ 333,356	\$ 4,055,832
Additives	MOE_Additive	\$ 203,304	\$ 196,746	\$ 203,304	\$ 203,304	\$ 183,630	\$ 203,304	\$ 196,746	\$ 203,304	\$ 196,746	\$ 203,304	\$ 203,304	\$ 196,746	\$ 2,393,743
Additives	OBS_Additive	\$ 27,195	\$ 26,318	\$ 27,195	\$ 27,195	\$ 24,563	\$ 27,195	\$ 26,318	\$ 27,195	\$ 26,318	\$ 27,195	\$ 27,195	\$ 26,318	\$ 320,200
Additives	Police_Additive	\$ 39,813	\$ 38,528	\$ 39,813	\$ 39,813	\$ 35,960	\$ 39,813	\$ 38,528	\$ 39,813	\$ 38,528	\$ 39,813	\$ 39,813	\$ 38,528	\$ 468,763
Additives	G_A_Additive	\$ 113,166	\$ 109,515	\$ 113,166	\$ 113,166	\$ 102,214	\$ 113,166	\$ 109,515	\$ 113,166	\$ 109,515	\$ 113,166	\$ 113,166	\$ 109,515	\$ 1,332,435
	Subtotal - Additives	\$ 760,691	\$ 736,152	\$ 760,691	\$ 760,691	\$ 687,075	\$ 760,691	\$ 736,152	\$ 760,691	\$ 736,152	\$ 760,691	\$ 760,691	\$ 736,152	\$ 8,956,519
	Subtotal - RouteCosts + Additives	\$ 4,242,713	\$ 4,105,851	\$ 4,242,713	\$ 4,242,713	\$ 3,832,127	\$ 4,242,713	\$ 4,105,851	\$ 4,242,713	\$ 4,105,851	\$ 4,242,713	\$ 4,242,713	\$ 4,105,851	\$ 49,954,519
	Total Expenses	\$ 5,205,241	\$ 5,037,330	\$ 5,205,241	\$ 5,205,241	\$ 4,701,508	\$ 5,205,241	\$ 5,037,330	\$ 5,205,241	\$ 5,037,330	\$ 5,205,241	\$ 5,205,241	\$ 5,037,330	\$ 61,287,519
	FY 2017 Operating Budget	\$ 2,753,439	\$ 2,315,393	\$ 2,672,242	\$ 2,937,988	\$ 2,457,350	\$ 2,658,343	\$ 2,586,260	\$ 2,656,985	\$ 2,633,912	\$ 2,694,396	\$ 2,747,483	\$ 2,615,729	\$ 31,729,519

MONTHLY REVENUE													
Demand Forecast	8.29%	9.21%	8.57%	7.67%	7.59%	8.62%	8.29%	8.62%	8.13%	8.49%	8.32%	8.19%	100.00%
MONTHLY OPERATING COST													
Daily	8.49%	8.22%	8.49%	8.49%	7.67%	8.49%	8.22%	8.49%	8.22%	8.49%	8.49%	8.22%	100.00%

**FY 2017 CCJPA/Amtrak OPERATING CONTRACT BUDGET
Schedule B**

Capitol Corridor	FY2017
Ticket Revenue	\$ 27,539,000
Food & Beverage	\$ 1,467,000
Other Revenue	\$ 552,000
Total Revenue	\$ 29,558,000
Host RR MofW	\$ 4,113,000
Host RR Performance Incentives	\$ 2,990,000
Fuel	\$ 4,230,000
Estimated 3rd Party Expenses	\$ 11,333,000
Route Costs	
Train & Engine Crew Labor	\$ 12,518,000
Car & Loco Maintenance and Turnaround	\$ 8,833,000
Onboard Passenger Technology	\$ 566,000
OBS - Crew	\$ 2,500,000
Commissary Provisions	\$ 702,000
Route Advertising	\$ -
Sales Distribution	\$ -
Reservations & Call Centers	\$ 931,000
Stations - Route	\$ 150,000
Stations - Shared	\$ 6,120,000
Station Technology	\$ -
Commissions	\$ 599,000
Customer Concession	\$ 74,000
Connecting Motor Coach	\$ 4,987,000
Regional/Local Police	\$ 962,000
Block & Tower Operations	\$ -
Terminal Yard Operations	\$ 637,000
Terminal MoW	\$ 159,000
Insurance	\$ 1,260,000
Subtotal - Route Costs	\$ 40,998,000
Additives	
Marketing	\$ 385,546
T&E	\$ 4,055,832
MoE	\$ 2,393,743
OBS	\$ 320,200
Police	\$ 468,763
Shared Support Services	\$ 1,332,435
Subtotal - Additives	\$ 8,956,519
Service Fee (Routes Costs + Additives)	\$ 49,954,519
Equipment Capital	\$ -
Total Expenses	\$ 61,287,519
Total FY 2017 Operating Budget	\$ 31,729,519
CCRP	\$ -
Total FY 2017 Operating Contract	\$ 31,729,519

APPENDIX XVI

NATIONAL RAILROAD PASSENGER CORPORATION




and




CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2017
FOR THE PROVISION OF
RAIL PASSENGER SERVICE



FISCAL YEAR 2018
October 1, 2017 – September 30, 2018
(Effective October 1, 2017)

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 XVII

NATIONAL RAILROAD PASSENGER CORPORATION

and

CAPITOL CORRIDOR JOINT POWERS AUTHORITY

AGREEMENT DATED 1 OCTOBER 2017
FOR THE PROVISION OF
RAIL PASSENGER SERVICE

FISCAL YEAR 2018
October 1, 2017 – September 30, 2018
(Effective October 1, 2017)

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 the current System Safety Plan, 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. Amtrak shall provide a current copy of all regulatory required plans to CCJPA. A copy of such plans shall be retained at CCJPA Headquarters.

Amtrak shall immediately investigate all accidents, incidents, injuries to employees or passengers, or damage to Service Property or Service Equipment. Amtrak shall immediately notify the designated CCJPA personnel of any such incidents. Amtrak's responding managers shall be trained in and respond in accordance with ICS protocols. Amtrak must investigate and document all safety related accidents/incidents. 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. When feasible, after action reports must be forwarded to CCJPA Managing Director, CCJPA Transportation Services Manager, and/or their designee within 24 hours of the time the event took place. 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 shall create a safety/security committee program. Amtrak's Safety and Security Management Group 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 shall convene at a minimum every 30 days or as agreed to by Amtrak and CCJPA.

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 submit to CCJPA Managing Director, CCJPA Transportation Services Manager or their designee. The CCJPA shall have full and complete access to and control of the following, without prior notification to Amtrak:

iii. Closed-circuit television (CCTV) systems and Video Surveillance System (VSS) at fixed facilities.

Removal from Capitol Corridor Service

CCJPA may request to have Amtrak remove any Amtrak employee or Amtrak Contractor’s employee from Capitol Corridor service for safety violations, failure to comply with State and Federal safety regulations, Amtrak Policy and Procedures, Amtrak Safety Rules, and Standard Operating Procedures.

	<u>Assessment</u>
	<u>\$500</u>
	<u>\$500</u>
	<u>\$300</u>
	<u>\$300</u>