Amendment No. 9

To

RAIL SHUTTLE BUS SERVICE ADMINISTRATION AGREEMENT BETWEEN PENINSULA CORRIDOR JOINT POWERS BOARD AND THE CITY OF MENLO PARK FOR WILLOW ROAD CALTRAIN SHUTTLE

THIS AMENDMENT modifies the Rail Shuttle Bus Service Administration Agreement (Agreement), which was effective November 24, 2014, by and between the Peninsula Corridor Joint Powers Board ("JPB") and the City of Menlo Park ("Lead Organization").

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

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

The last modification was memorialized pursuant to Amendment Number 8, which was effective July 1, 2019; and

The Agreement is set to expire on December 31, 2019; and

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

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

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

   During the six (6) month extension of the Agreement, commencing January 1, 2020 and ending June 30, 2020, the Lead Organization shall provide a minimum One Hundred percent (100%) financial share excluding contributions from the JPB described under Section 5 of the Agreement as amended.
2. Section 4 of the Agreement, Term, is amended by adding the following language as the sixth paragraph:

Effective January 1, 2020, the term of the Agreement shall be extended for six (6) months commencing January 1, 2020 and ending June 30, 2020.

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

During the six (6) month extension of the Agreement, commencing January 1, 2020 and ending June 30, 2020, the JPB's maximum contribution (which includes contributions from all other funding agencies involved, if any) for Shuttle Service, shall be modified as follows:

a) Based on service operated from January 1, 2020 through June 30, 2020, the JPB's maximum contribution shall not exceed Zero dollars ($0) or Zero percent (0%) of the service expense; whichever amount is less.

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

During the six (6) month extension of the Agreement, commencing January 1, 2020 and ending June 30, 2020, Lead Organization shall pay One Hundred percent (100%) of the total actual costs of operating the Shuttle Service. Lead Organization's share shall equal Sixty-Two Thousand Nine Hundred dollars ($62,900), subject to a final adjustment.

5. Effective January 1, 2020, the following Exhibits have been deleted and replaced by revised Exhibit(s):

NO EXHIBIT CHANGES

Except for those changes expressly specified in this Ninth Amendment, all other provisions, requirements, conditions, and sections of the underlying Agreement shall remain in full force and effect.
IN WITNESS WHEREOF, the parties have executed this Ninth Amendment on the date first written above with the intent to be legally bound.

PENINSULA CORRIDOR JOINT POWERS BOARD

By: 

Name: Joseph Navarro

Title: Deputy Chief Rail Operations

CITY OF MENLO PARK

By: 

Name: Starla Jerome-Robinson

Title: City Manager

APPROVED AS TO FORM

JPB Attorney

APPROVED AS TO FORM

City of Menlo Park Attorney