



BOARD OF DIRECTORS 2020

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**Amendment No. 6**

**To**

**RAIL SHUTTLE BUS SERVICE ADMINISTRATION AGREEMENT BETWEEN  
PENINSULA CORRIDOR JOINT POWERS BOARD AND THE CITY OF MENLO  
PARK FOR MENLO PARK SHOPPER 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 5, which was effective July 1, 2019; and

The Agreement is set to expire on June 30, 2020; and

The Parties now desire to amend the Agreement and extend the Agreement for another twelve-month period set forth the payment terms, and revise the notice and liaison contract information applicable during said extension, in accordance with the terms and conditions of this Sixth 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 fifth paragraph:

During the twelve (12) month extension of the Agreement, commencing July 1, 2020 and ending June 30, 2021, the Lead Organization shall provide the projected minimum One-Hundred percent (100%) financial share or the percentage based on the total service cost minus the Maximum Contribution as set forth in Section 5 of the Agreement, Maximum Contribution; Payment, as amended.

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

Effective July 1, 2020, the term of the Agreement shall be extended for 12 months commencing July 1, 2020 and ending June 30, 2021.

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

During the twelve (12) month extension of the Agreement, commencing July 1, 2020 and ending June 30, 2021, the JPB's maximum contribution (which includes contributions from all other funding agencies involved, if any) for Shuttle Service during the base term of this Agreement shall not exceed Zero dollars (\$0) or Zero percent (0%) of the estimated total operating costs for the Shuttle Service as determined by the JPB.

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

During the twelve (12) month extension of the Agreement, commencing July 1, 2020 and ending June 30, 2021, Lead Organization shall pay One Hundred percent (100.0%) of the total actual costs of operating the Shuttle Service. Lead Organization's share shall equal Fifty-Five Thousand Two Hundred dollars (\$55,200), subject to a final adjustment.

5. Effective July 1, 2020, the following Exhibits have been deleted and replaced by revised Exhibits:

NO EXHIBITS HAVE CHANGED




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

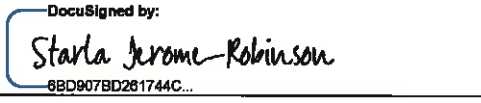
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IN WITNESS WHEREOF, the parties have executed this Sixth Amendment on the date first written above with the intent to be legally bound.

PENINSULA CORRIDOR JOINT  
POWERS BOARD


CITY OF MENLO PARK


By:   
Name:   
Title: 

By:   
Name: Starla Jerome-Robinson  
Title: 6/23/2020

APPROVED AS TO FORM

APPROVED AS TO FORM

  
JPB Attorney

  
City of Menlo Park Attorney