

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 CROSSTOWN AND SHARON HEIGHTS 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 to (1) extend the Agreement for another twelve-month period, (2) change the shuttle route to reflect the Crosstown and Sharon Heights services, (3) set forth the payment terms, and (4) revise the notice and liaison contact 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 1 of the Agreement, <u>Authorization</u>, is amended by adding the following language as the first paragraph:

Subject to the terms and conditions set forth below, Lead Organization hereby is authorized to participate in the Program. The Menlo Park Crosstown and Sharon Heights shuttles, ("Shuttle") formerly referenced as the Midday Shuttle, shall operate to and from the Menlo Park Caltrain Station, Menlo Park, California, and other areas throughout the Menlo Park community along the route shown on the map attached to this Agreement as Exhibit A, and described in the schedule attached to this Agreement as Exhibit B. The route and

frequency of the Shuttle may be reasonably modified by the Lead Organization from time to time with final JPB approval. Lead Organization understands and agrees that more than one participant may be served by the Shuttle.

2. Section 2 of the Agreement, <u>Lead Organization</u>, 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.

3. Section 4 of the Agreement, <u>Term</u>, is amended by adding the following language as the sixth 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.

4. Section 5 of the Agreement, <u>Maximum Contribution</u>; <u>Payment</u>, is amended by adding the following language as the sixth 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.

5. Section 6 of the Agreement, <u>Lead Organization's Payment</u> is amended by adding the following language as the sixth 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%) of the total actual costs of operating the Shuttle Service. Lead Organization's share shall equal Five Hundred Forty Thousand Nine Hundred dollars (\$540,900), subject to a final adjustment.

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

EXHIBIT A MAP OF SHUTTLE ROUTE EXHIBIT B SCHEDULE OF SHUTTLE SERVICE

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

By:

Name: DV NSUBVO

Title: Report Chap Opy

CITY OF MENLO PARK

DocuSigned by:

By: Starla Jerome-Robinson

Starla Jerome-Robinson

Title:_ City Manager

APPROVED AS TO FORM

—Docusigned by: Julic Sherman

JPB Attorney

APPROVED AS TO FORM

—Docusigned by: Cara E. Silver

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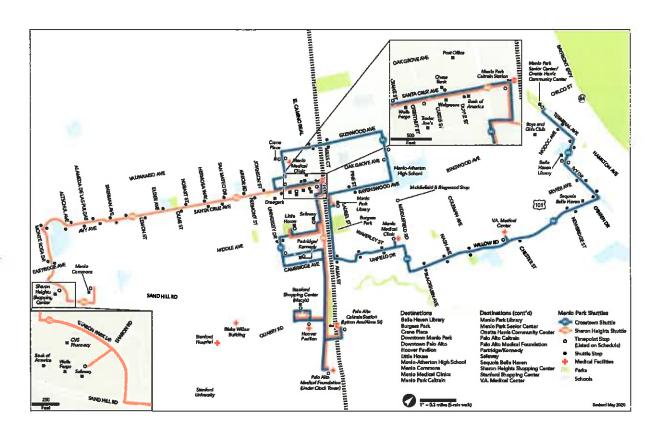
City of Menlo Park Attorney

EXHIBIT A

MAP OF SHUTTLE ROUTE

(July 1, 2020)

Crosstown (M1) and Sharon Heights (M2)



Route subject to change with Caltrain permission.

EXHIBIT B

SCHEDULE OF SHUTTLE SERVICE

(July 1, 2020)

M1 - Crosstown Shuttle (Inbound to Palo Alto)								
Stop	Run 1x (VehCT1)	Run 2x (VehSH)	Run 3 (VehCT1)	Run 4 (VehCTZ)	Run 5 (VehCT1)	Run 6 (VehCT2)	Run 7 (VehCT1)	Run 8x (VehCT2)
Mento Park Senior Center	6:57	9:10	8:17	10:50	11:49	1:47	2:46	4.59
Belle Haven Library	7:01	8.14	8:21	10.54	11:53	1:51	2:50	5:03
VA Medical Center	7:08	8:21	8:28	11:01	12:00	1:58	2:57	5:10
Mento Medical Clinic	7:14	8:27	8:34	11:07	12:06	2:04	3:03	5:16
Mento Park Library			8:38	11:11	12:10	2:08	3:07	
Middlefield & Ringwood	7:17	8:30						5.19
Middlefield & Oak Grove			8:43	11:16	12:15	2:13	3:12	
Crane Place			8:49	11:22	12:21	2:19	3:18	
Downtown]		8:53	11:26	12:25	2:23	3.22	
Menio Park Caltrain	7:23	3:36	8:58	11.31	12:30	2:23	3:27	5:25
Safeway			9:02	11:35	12:34	2:32	3.31	
Little House			9:06	11:39	12:38	2.36	3:35	
Partridge/Kennedy			9:10	11:43	12:42	2:40	3:39	
Stanford Shopping Center		••	9:16	11:49	12:48	2:46	3.45	
Hoover Pavilion			9:19	11:51	12:50	2:48	3.47	
Palo Alto Med. Foundation			9:22	11:55	12:54	2:52	3.51	
Palo Alto Caltrain			9:27	12:00	12:59	2:57	3 5 5	
DURATION	0:26	0:26	1:10	1:10	1:10	1:10	1:10	0:23

M1 - Crosstown Shuttle (Outbound to Senior Center)							
Stop	Run 1x (VehCT1)	Run 2 (VehCT1)	Run 3 (VehCT2)	Run 4 (VehCT1)	Run 5 (VehCT2)	Run 6x (VehCT2)	
Palo Alto Caltrain	i	9:52	12:05	1:04	3:37		
Stanford Shopping Center		9:58	12:11	1:10	3:43	6 1	
Hoover Pavilion		10:00	12:13	1:12	3 45		
Palo Alto Med. Foundation		10:04	12:17	1:16	3.49		
University & Partridge		10:12	12:25	1:24	3:57		
Little House		10:15	12:28	1:27	4:00		
Safeway		10:19	12:32	1:31	4:04		
Mento Park Caltrain	7:45	10:25	12:38	1:37	4:10	5:50	
Downtown		10:30	12:43	1:42	4:15		
Crane Place		10:34	12:47	1:45	4:19		
Middlefield & Cak Grove	7:49	10:39	12:52	1:51	4:24	5:54	
Menlo Park Library	i	10:46	12:59	1:58	4:31		
Menlo Medical Clinis	7:53	10:50	1:03	2:02	4:35	5:58	
VA Medical Center	8.01	10:58	1.11	2:10	4:43	6:06	
Belle Haven Library	80.6	11:05	1:18	2:17	4:50	6:13	
Menlo Park Sanior Center	8:12	11:09	1:22	2:21	4:54	6:17	
DURATION	0:27	1:17	1:17	1:17	1:17	0:27	

Schedule subject to change with Caltrain permission.

M2 - Sharon Heights (Inbound to Palo Alto)						
Stop	Run 1	Run 2	Run 3			
Menlo Commons	(VehSH) 9:10	(VehSH)	(VehSH) 2:37			
Sharon Hts. Shopping Ctr.	9:14	12:15	2:41			
Downtown	9:26	12:27	2:53			
Menio Park Library	9:32	12:33	2:59			
Menio Park Caltrain	9:37	12:38	3:04)			
Safeway	9:41	12:42	3:08			
Liπle House	9:45	12:46	3:12			
Stanford Shopping Center	9:55	12:56	3:22			
Hoover Pavilion	9:57	12:58	3:24			
Palo Alto Med. Foundation	10:01	1:02	3:28			
Palo Alto Caltrain	10:06	1:07	3:33			
DURATION	0:56	0:56	0:56			

M2 - Sharon Heights (Outbound to Sharon Heights)						
Stop	Run 1 (VehSH)	Run 2 (VahSH)	Run 3 (VehSH)			
Palo Alto Caltrain	10.31	1:12	3:38			
Stanford Shopping Center	10:37	1:18	3:44			
Hoover Pavilion	10:39	1:20	3:46			
Palo Alto Med. Foundation	10:49	1:30	3:56			
Safeway	10:53	1:34	4:00			
Little House	10:57	1:38	4:04			
Menlo Park Library	11:05	1:46	4:12			
Menlo Park Caltrain	11:10	1:51	4:17			
Downtown	11:15	1:56	4:22			
Menlo Commons	11:27	2:08	4:34			
Sharon Hts. Shopping Ctr.	11:31	2:12	4:38			
DURATION	1:00	1:00	1:00			

Schedule subject to change with Caltrain permission.