



1658-7

BOARD OF DIRECTORS 2019

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Amendment No. 7

To

RAIL SHUTTLE BUS SERVICE ADMINISTRATION AGREEMENT BETWEEN PENINSULA CORRIDOR JOINT POWERS BOARD AND THE CITY OF MENLO PARK FOR MARSH 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 6, which was effective July 1, 2018; and

The Agreement is set to expire on June 30, 2019; and

The Parties now desire to amend the payment terms applicable during the twelve (12) month extension of the Agreement, commencing July 1, 2018 and ending June 30, 2019, and other provisions, in accordance with the terms and conditions of this Seventh 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 sixth paragraph:

During the twelve (12) month extension of the Agreement, commencing July 1, 2018 and ending June 30, 2019, the Lead Organization shall provide a minimum Eighty-Seven Point Four percent (87.4%) financial share excluding contributions from the JPB described under Section 5 of the Agreement as amended.

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

During the twelve (12) month extension of the Agreement, commencing July 1, 2018 and ending June 30, 2019, 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 July 1, 2018 through December 31, 2018, the JPB's maximum contribution shall not exceed Nine Thousand Seven Hundred Dollars (\$9,700) or Seventy-Five percent (75.0%) of the service expense; **whichever amount is less.**
 - b) Based on service operated from January 1, 2019 through June 30, 2019, the JPB's maximum contribution shall not exceed Twenty Thousand Three Hundred and Fifty dollars (\$20,350).
3. 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, 2018 and ending June 30, 2019, Lead Organization shall pay Eighty-Seven Point Four percent (87.4%) of the total actual costs of operating the Shuttle Service. Lead Organization's share shall equal Two Hundred Eight Thousand Five Hundred dollars (\$208,500), subject to a final adjustment.

4. Section 14 of the Agreement, Notices is amended by revising the contact information for the Lead Organization:

If to Lead Organization:

Kristiann Choy
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
650-330-6772
kmchoy@menlopark.org

5. Section 15 of the Agreement, Liaison is amended by adding the following language as the second paragraph:

Lead Organization's 2nd Liaison: Kristiann Choy
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
650-330-6772
kmchoy@menlopark.org

Except for those changes expressly specified in this Seventh 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 Seventh Amendment on the date first written above with the intent to be legally bound.

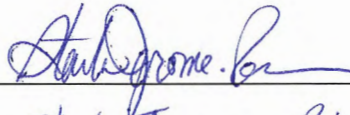
PENINSULA CORRIDOR JOINT
POWERS BOARD

CITY OF MENLO PARK

By: _____

Name: _____

Title: _____

By:  _____

Name: Starla Jerome Robinson

Title: 3-8-2019

Interim City Manager

APPROVED AS TO FORM

APPROVED AS TO FORM

JPB Attorney



City of Menlo Park Attorney