



1655 - A7

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 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 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-Four Point Nine percent (84.9%) 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 June 30, 2019, the JPB's maximum contribution shall not exceed Thirteen-Thousand Three Hundred dollars (\$13,300) or Seventy-Five percent (75%) 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 Five Thousand Four Hundred dollars (\$5,400).
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-Four Point Nine percent (84.9%) of the total actual costs of operating the Shuttle Service. Lead Organization's share shall equal One Hundred Five Thousand Five Hundred dollars (\$105,500), subject to a final adjustment.

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

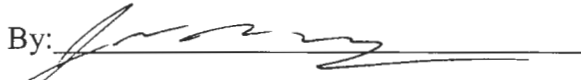
If to Lead Organization:

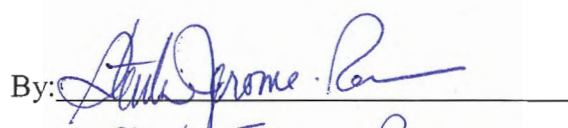
Kristiann Choy
City of Menlo Park
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IN WITNESS WHEREOF, the parties have executed this Seventh Amendment on the date first written above with the intent to be legally bound.

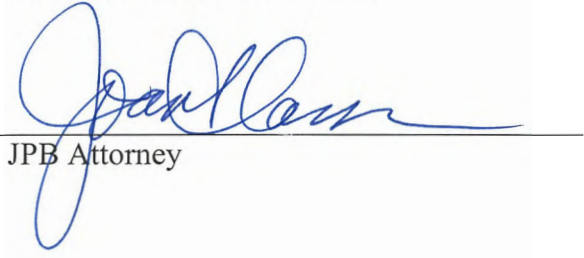
PENINSULA CORRIDOR JOINT
POWERS BOARD

CITY OF MENLO PARK


By: 
Name: Joe Navarro
Title: DCRC + m

By: 
Name: Starla Jerome Robinson
Title: Interim City Manager

APPROVED AS TO FORM


JPB Attorney

APPROVED AS TO FORM


City of Menlo Park Attorney