



BOARD OF DIRECTORS 2019

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## Amendment No. 8

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 7, which was effective January 1, 2019; and

The Agreement is set to expire on June 30, 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 Eighth 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 seventh paragraph:

During the six (6) month extension of the Agreement, commencing July 1, 2019 and ending December 31, 2019, the Lead Organization shall provide a minimum Ninety-One Point Four percent (91.4%) 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 fifth paragraph:

Effective July 1, 2019, the term of the Agreement shall be extended for six (6) months commencing July 1, 2019 and ending December 31, 2019.

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

During the six (6) month extension of the Agreement, commencing July 1, 2019 and ending December 31, 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, 2019 through December 31, 2019, the JPB's maximum contribution shall not exceed Five Thousand Four Hundred dollars (\$5,400) or Seventy-Five percent (75%) 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 sixth paragraph:

During the six (6) month extension of the Agreement, commencing July 1, 2019 and ending December 31, 2019, Lead Organization shall pay Ninety-One Point Four percent (91.4%) of the total actual costs of operating the Shuttle Service. Lead Organization's share shall equal One Hundred Twenty Thousand Five Hundred dollars (\$120,500), subject to a final adjustment.

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

If to Lead Organization:

Ms. Nicole H. Nagaya  
City of Menlo Park  
701 Laurel Street  
Menlo Park, CA 94025  
650-330-6781 (Direct)  
nhnagaya@menlopark.org

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

Lead Organization's 2<sup>nd</sup> Liaison:                    Ms. Nicole H. Nagaya  
   Assistant Public Works Director  
   650-330-6781 (Direct)  
   nhnagaya@menlopark.org

7. Effective July 1, 2019, the following Exhibits have been deleted and replaced by revised Exhibit(s):

EXHIBIT B SCHEDULE OF SHUTTLE SERVICE

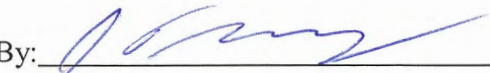
Except for those changes expressly specified in this Eighth Amendment, all other provisions, requirements, conditions, and sections of the underlying Agreement shall remain in full force and effect.


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

PENINSULA CORRIDOR JOINT  
POWERS BOARD

CITY OF MENLO PARK

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Name: Joe Nausuro \_\_\_\_\_

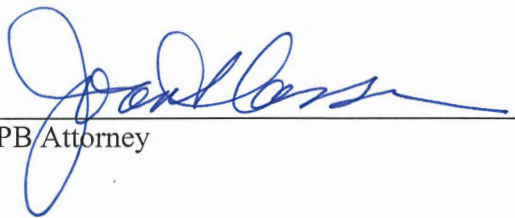
Name: Starla Jerome-Robinson \_\_\_\_\_

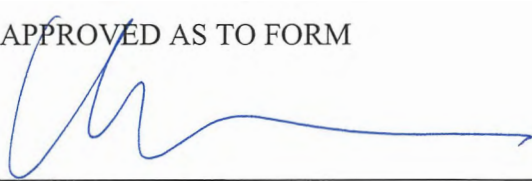
Title: Deputy Chief Real Operations \_\_\_\_\_

Title: City Manager \_\_\_\_\_

APPROVED AS TO FORM

APPROVED AS TO FORM

  
\_\_\_\_\_  
JPB Attorney

  
\_\_\_\_\_  
City of Menlo Park Attorney

**EXHIBIT B**

**SCHEDULE OF SHUTTLE SERVICE**

(7/1/19)

**Morning Schedule**

	RUN 1	RUN 2	RUN 3	RUN 4
Menlo Park Caltrain (Depart)	6:59	8:01	8:56	9:39
Linfield/Waverley	7:05	8:07	9:02	9:45
Linfield/Middlefield	7:06	8:08	9:03	9:46
Blackburn Ave	7:08	8:10	9:05	9:48
VA Medical Center	7:13	8:15	9:10	9:53
O'Brien/Willow	7:17	8:19	9:14	9:57
1200 O'Brien (JobTrain)	7:18	8:20	9:15	9:58
1505 O'Brien	7:20	8:22	9:17	10:00
Adams Court	7:21	8:23	9:18	10:01
Hamilton Court	7:22	8:24	9:19	10:02
Menlo Park Caltrain (Arrive)	7:42	8:44	9:39	--

**Caltrain Arrivals in Menlo Park**

From San Francisco	From San Jose	Shuttle Connection
#206: 6:50	#207: 6:41 #211: 6:54	Run 1 Dep. 6:59
#310: 7:17 #212: 7:29 #216: 7:48	#217: 7:41 #221: 7:56	Run 2 Dep. 8:01
#320: 8:17 #222: 8:29 #226: 8:48	#227: 8:44 #231: 8:51	Run 3 Dep. 8:56
#330: 9:17 #232: 9:29	#233: 9:17	Run 4 Dep. 9:39

Shuttles will wait up to 5 minutes past scheduled departure times to meet late trains.

**Afternoon Schedule**

	RUN 1	RUN 2	RUN 3
Menlo Park Caltrain (Depart)	--	3:44	5:13
1340 Willow	3:18	4:47	5:47
Hamilton Court	3:21	4:50	5:50
Adams Court	3:22	4:51	5:51
1505 O'Brien	3:24	4:53	5:53
1200 O'Brien (JobTrain)	3:25	4:54	5:54
O'Brien/Willow	3:27	4:56	5:56
VA Medical Center	3:32	5:01	6:01
Blackburn Ave	3:35	5:04	6:04
Linfield/Middlefield	3:37	5:06	6:06
Linfield/Waverley	3:38	5:07	6:07
Menlo Park Caltrain (Arrive)	3:44	5:13	6:13

**Caltrain Departures from Menlo Park**

Shuttle Connection	To San Jose	To San Francisco
Run 1 Arr. 3:44	#156: 3:59	#159: 3:51
Run 2 Arr. 5:13	#264: 5:34 #268: 5:41	#269: 5:23 #375: 5:45
Run 3 Arr. 6:13	#274: 6:34 #278: 6:41	#279: 6:23 #385: 6:45

Effective: 4/1/19

Schedule subject to change with Caltrain permission.