



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 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 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 Eighty-Three Point Two percent (83.2%) 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 Twenty Thousand Three Hundred Fifty dollars (\$20,350) 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 Eighty-Three Point Two percent (83.2%) of the total actual costs of operating the Shuttle Service. Lead Organization's share shall equal Two Hundred Twenty-One Thousand One Hundred Fifty dollars (\$221,150), 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 2nd Liaison: Ms. Nicole H. Nagaya
Assistant Public Works Director
650-330-6781 (Direct)
nhnagaya@menlopark.org

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

EXHIBIT B SCHEDULE OF SHUTTLE SERVICE

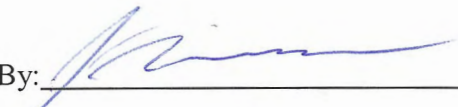
Except for those changes expressly specified in this Eighth Amendment, all other provisions, requirements, conditions, and sections of the underlying Agreement, as previously amended, shall remain in full force and effect.

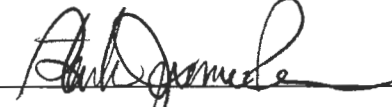
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IN WITNESS WHEREOF, the parties have executed this Eighth Amendment on the date first written above with the intent to be legally bound.

PENINSULA CORRIDOR JOINT
POWERS BOARD


CITY OF MENLO PARK

By: 
Name: Joe Navarro
Title: DDORO

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

APPROVED AS TO FORM

APPROVED AS TO FORM


JPB Attorney

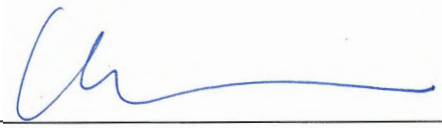

City of Menlo Park Attorney

EXHIBIT B

SCHEDULE OF SHUTTLE SERVICE (July 1, 2019 – M3)

Morning Schedule

	RUN 1	RUN 2	RUN 3	RUN 4	RUN 5	RUN 6	RUN 7
Menlo Park Caltrain (Depart)	6:59	7:34	8:01	8:34	8:56	9:34	10:01
Post Office	7:06	7:41	8:08	8:41	9:03	9:41	10:08
Bohannon/Campbell	7:07	7:42	8:09	8:42	9:04	9:42	10:09
4100 Bohannon	7:08	7:43	8:10	8:43	9:05	9:43	10:10
Scott/Marsh	7:10	7:45	8:12	8:45	9:07	9:45	10:12
110 Constitution ^{Note 1}	--	--	--	--	--	--	--
Constitution/Chrysler ^{Note 2}	7:16	7:51	8:18	8:51	9:13	9:51	10:18
Chrysler/Independence	7:17	7:52	8:19	8:52	9:14	9:52	10:19
149 Commonwealth	7:18	7:53	8:20	8:53	9:15	9:53	10:20
150 Jefferson/180 Jefferson	7:20	7:55	8:22	8:55	9:17	9:55	10:22
Chilco/Constitution	7:22	7:57	8:24	8:57	9:19	9:57	10:24
3639 Haven (Anton Menlo)	7:28	8:03	8:30	9:03	9:25	10:03	10:30
3760 Haven (Quicken)	7:30	8:05	8:32	9:05	9:27	10:05	10:32
Marsh/Florence	7:35	8:10	8:37	9:10	9:32	10:10	10:37
Menlo Park Caltrain (Arrive)	7:44	8:19	8:46	9:19	9:41	--	--

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	--	Run 2 Dep. 7:34
#216: 7:48	#217: 7:41 #221: 7:56	Run 3 Dep. 8:01
#320: 8:17 #222: 8:29	--	Run 4 Dep. 8:34
#226: 8:48	#227: 8:44 #231: 8:51	Run 5 Dep. 8:56
#330: 9:17 #232: 9:29	#233: 9:17	Run 6 Dep. 9:34
#134: 9:56	#135: 9:50	Run 7 Dep. 10:01

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

Afternoon Schedule

	RUN 1	RUN 2	RUN 3	RUN 4	RUN 5	RUN 6
Menlo Park Caltrain (Depart)	--	--	3:44	4:12	5:16	5:27
110 Constitution ^{Note 1}	--	--	--	--	--	--
Constitution/Chrysler ^{Note 2}	--	--	--	--	--	--
Chrysler/Independence	3:10	3:38	4:42	4:53	5:42	5:53
149 Commonwealth	3:11	3:39	4:43	4:54	5:43	5:54
150 Jefferson/180 Jefferson	3:13	3:41	4:45	4:56	5:45	5:56
Chilco/Constitution	3:15	3:43	4:47	4:58	5:47	5:58
3639 Haven (Anton Menlo)	3:21	3:49	4:53	5:04	5:53	6:04
3760 Haven (Quicken)	3:23	3:51	4:55	5:06	5:55	6:06
Scott/Marsh	3:28	3:56	5:00	5:11	6:00	6:11
4100 Bohannon	3:30	3:58	5:02	5:13	6:02	6:13
Bohannon/Campbell	3:31	3:59	5:03	5:14	6:03	6:14
Post Office	3:32	4:00	5:04	5:15	6:04	6:15
Marsh/Florence	3:35	4:03	5:07	5:18	6:07	6:18
Menlo Park Caltrain (Arrive)	3:44	4:12	5:16	5:27	6:16	6:27

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. 4:12	#258: 4:24	#261: 4:19
Run 3 Arr. 5:16	--	#269: 5:23
Run 4 Arr. 5:27	#264: 5:34 #268: 5:41	#375: 5:45
Run 5 Arr. 6:16	--	#279: 6:23
Run 6 Arr. 6:27	#274: 6:34 #278: 6:41	#385: 6:45

^{Note 1} Temporarily suspended due to construction/road closures.
^{Note 2} Dropoff in morning; for afternoon pickup use the stop at Chrysler/Independence.

Eff. 4/1/19

Schedule subject to change with Caltrain permission.