JPB Finance Committee
Meeting of September 21, 2026

Supplemental Reading File

#	Subject
1.	Item 8 – Authorize Amendment 2 to Contract with Nixon Peabody LLP to Provide Bond and Tax Counsel Services*

AMENDMENT 2 TO CONTRACT # 21-J-P-077

BOND COUNSEL SERVICES
CONSULTANT: NIXON PEABODY, LLP.

THIS AMENDMENT NO. 2 modifies the Agreement for Bond Counsel Services effective February 1, 2021 ("Agreement") and is by and between the Peninsula Corridor Joint Powers Board, located at 166 N. Rollins Road, Millbrae, CA 94030 ("Agency or JPB") and Nixon Peabody LLP located at 300 S. Grand Ave, Suite 4100, Los Angeles, CA 90071-3151 ("Consultant")

A. The Agency and Consultant entered into the Agreement, Contract #21-J-P-077, to provide Bond Counsel Services through the issuance of sales tax revenue bonds for a series of fixed fees outlined in the contract documents.

B. On November 25, 2025, the Agency and Consultant amended the agreement to clarify the hourly rates for various ongoing legal services contemplated in the RFP.

C. The parties now desire to amend the Agreement to increase the contract capacity by $250,001 from $249,999 to $500,000 to complete the remaining work associated with the issuance of sales tax revenue bonds and other bond and tax counsel services listed in the Scope of Services.

The parties therefore agree as follows:

1. Section 5, Compensation, of the Agreement is hereby amended as follows:

"The CONSULTANT agrees to perform all of the additional services included in Section 1 beyond the fixed rates contemplated therein for the blended attorney rate of $700 per hour for a not to exceed amount of $500,000. The total amount will include all labor, materials, taxes, profit, overhead, insurance, subcontractor/subconsultant costs and all other costs and expenses incurred by the CONSULTANT. The AGENCY will pay the CONSULTANT in accordance with Section 6. The blended rate from July 1, 2026, through June 30, 2027, will increase by 5% to $735 per hour. Rate increases for future years will be capped at the Bay Area CPI or 5%, whichever is less, and subject to JPB's annual written approval. In addition, the Agency and Consultant may agree to additional fixed rates based on the service needs".

Except for those changes expressly specified in this Amendment No. 2, all other provisions, requirements, conditions, and sections of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 by their duly authorized representatives with the intent to be legally bound.

PENINSULA CORRIDOR JOINT POWERS BOARD	**NIXON PEABODY, LLP**
Signature:______________________	Signature:_____________________
Print:__________________________	Print:_________________________
Title:__________________________	Title: _________________________
Date:___________________________	Date:_________________________

Approve As To Form:

By:____________________________

Attorney for the JPB