Amendment No. 2

To

RAIL SHUTTLE BUS SERVICE ADMINISTRATION AGREEMENT BETWEEN
PENINSULA CORRIDOR JOINT POWERS BOARD AND THE CITY OF MENLO
PARK FOR MENLO PARK MIDDAY 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 by Amendment Number 1, which was effective
March 1, 2016; and

The Agreement is set to expire on June 30, 2016; and

The Parties desire to extend the Agreement for a one year period; and

The Parties desire to amend the Agreement in accordance with the terms and conditions
of this Second 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 second paragraph:

During the twelve (12) month extension of the Agreement, commencing July 1, 2016 and ending June 30, 2017, the Lead
Organization shall provide the projected minimum One Hundred percent (100.0%) financial share or the percentage based on the total
service cost minus the Maximum Contribution as set forth in Section 5 of the Agreement, Maximum Contribution: Payment, as amended,
whichever percentage is higher.
2. Section 4 of the Agreement, Term, is amended by adding the following language as the second paragraph:

   Effective July 1, 2016, the term of the Agreement shall be extended for 12 months commencing July 1, 2016 and ending June 30, 2017.

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

   During the 12 month extension of the Agreement, commencing July 1, 2016 and ending June 30, 2017, the JPB's maximum contribution (which includes contributions from all other funding agencies involved, if any) for Shuttle Service during the base term of this Agreement shall not exceed Zero dollars ($0) or Zero percent (0.0%) of the estimated total operating costs for the Shuttle Service as determined by the JPB, whichever is less.

4. Section 6 of the Agreement, Lead Organization’s Payment is amended by adding the following language as the second paragraph:

   During the 12 month extension of the Agreement, commencing July 1, 2016 and ending June 30, 2017, Lead Organization shall pay One Hundred percent (100.0%) of the total actual costs of operating the Shuttle Service. Lead Organization's share shall equal Five Hundred Four Thousand Nine Hundred dollars ($504,900), subject to a final adjustment.

5. Effective July 1, 2016, the following Exhibits have been deleted and replaced by revised Exhibits:

   EXHIBIT A MAP OF SHUTTLE ROUTE
   EXHIBIT B SCHEDULE OF SHUTTLE SERVICE
   EXHIBIT D FUNDING BENCHMARKS

Except for those changes expressly specified in this Second Amendment, all other provisions, requirements, conditions, and sections of the underlying Agreement shall remain in full force and effect.
IN WITNESS WHEREOF, the parties have executed this Second Amendment on the date first written above with the intent to be legally bound.

PENINSULA CORRIDOR JOINT POWERS BOARD

By: ____________________________
Name: __________________________
Title: __________________________

CITY OF MENLO PARK

By: ____________________________
Name: Alex D. McIntyre
City Manager
Title: __________________________

APPROVED AS TO FORM

JPP Attorney

APPROVED AS TO FORM

City of Menlo Park Attorney
EXHIBIT A

MAP OF SHUTTLE ROUTE

[Maps showing proposed shuttle routes inbound and outbound]
Route subject to change with Caltrain permission.
**EXHIBIT B**

**SCHEDULE OF SHUTTLE SERVICE**

*(EFFECTIVE 7/1/16)*

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**Proposed Midday Shuttle Route A*- East Menlo Park**

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EXHIBIT D

FUNDING BENCHMARKS

As of July 1, 2016

JPB IS NOT PROVIDING SUBSIDY FUNDING. HOWEVER, BENCHMARK TARGETS BELOW ARE STRONGLY ENCOURAGED,

Following are funding benchmarks that will be evaluated for the Shuttle Service to remain eligible for continued grant funding. Benchmarks that are not met may result, in the JPB’s sole discretion, in the elimination of funding. Due to the competitive grant process, a Shuttle Service meeting the following benchmarks is not guaranteed to receive continued funding:

1. **Cost per Passenger:** The Shuttle Service shall generate a Cost Per Passenger productivity efficiency that is less than or equal to $4.00 per passenger, as determined by the JPB;

2. **Riders per Service Hour:** The Shuttle Service shall generate a Riders per Service Hour productivity efficiency that is equal to or greater than 10 riders per service hour, as determine by the JPB;

3. **Ridership Improvement:** The Shuttle Service shall generate a minimum 2% Year-To-Year ridership improvement over the prior funding period.

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