Amendment No. 4

To

RAIL SHUTTLE BUS SERVICE ADMINISTRATION AGREEMENT BETWEEN PENINSULA CORRIDOR JOINT POWERS BOARD AND THE CITY OF MENLO PARK FOR MENLO PARK SHOPPER 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 3, which was effective July 1, 2017; and

The Agreement is set to expire on June 30, 2018; and

The Parties now desire to amend the Agreement and extend the Agreement for another twelve-month period and set forth the payment terms applicable during said extension, in accordance with the terms and conditions of this Fourth 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 third paragraph:

   During the twelve (12) month extension of the Agreement, commencing July 1, 2018 and ending June 30, 2019, the Lead Organization shall provide the projected minimum One-Hundred percent (100%) 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.
2. Section 4 of the Agreement, Term, is amended by adding the following language as the fourth paragraph:

   Effective July 1, 2018, the term of the Agreement shall be extended for 12 months commencing July 1, 2018 and ending June 30, 2019.

3. Section 5 of the Agreement, Maximum Contribution; Payment, is amended by adding the following language as the fourth 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 during the base term of this Agreement shall not exceed Zero dollars ($0) or Zero percent (0%) of the estimated total operating costs for the Shuttle Service as determined by the JPB.

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

   During the twelve (12) month extension of the Agreement, commencing July 1, 2018 and ending June 30, 2019, 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 Forty-Seven Thousand Two hundred dollars ($47,200), subject to a final adjustment.

5. Effective July 1, 2018, the following Exhibits have been deleted and replaced by revised Exhibits:

   NO EXHIBITS HAVE CHANGED

Except for those changes expressly specified in this Fourth 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 Fourth Amendment on the date first written above with the intent to be legally bound.

PENINSULA CORRIDOR JOINT POWERS BOARD

By: ____________________________
Name: Joe Moscoso
Title: Director Rail ops

CITY OF MENLO PARK

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

APPROVED AS TO FORM

JPB Attorney

APPROVED AS TO FORM

City of Menlo Park Attorney