



BOARD OF DIRECTORS 2017

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#### Amendment No. 4

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 3, which was effective January 1, 2017; and

The Agreement is set to expire on June 30, 2017; 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 fifth paragraph:

During the twelve (12) month extension of the Agreement, commencing July 1, 2017 and ending June 30, 2018, the Lead Organization shall provide a minimum Twenty-Five percent (25%) 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 fourth paragraph:

Effective July 1, 2017, the term of the Agreement shall be extended for twelve (12) months commencing July 1, 2017 and ending June 30, 2018.

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

During the twelve (12) month extension of the Agreement, commencing July 1, 2017 and ending June 30, 2018, 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, 2017 through December 31, 2017, the JPB's maximum contribution shall not exceed Eight Thousand Four Hundred Fifty Dollars (\$8,450) or Seventy-Five percent (75%) of the service expense; **whichever amount is less.**
  - b) Based on service operated from January 1, 2018 through June 30, 2018, the JPB's maximum contribution shall not exceed Zero Dollars (\$0).
4. Section 6 of the Agreement, Lead Organization's Payment is amended by adding the following language as the fifth paragraph:

During the twelve (12) month extension of the Agreement, commencing July 1, 2017 and ending June 30, 2018, Lead Organization shall pay Twenty-Five percent (25.0%) of the total actual costs of operating the Shuttle Service. Lead Organization's share shall equal Eighty-Nine Thousand Nine Hundred Fifty dollars (\$89,950), subject to a final adjustment.

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

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 revising the Lead Organization's contact information:

Lead Organization Liaison: Nicholas Yee  
TDM Coordinator  
650-330-6754 (Direct)  
ngyee@menlopark.org

7. Effective July 1, 2017, the following Exhibits have been deleted and replaced by revised Exhibit(s):

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

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

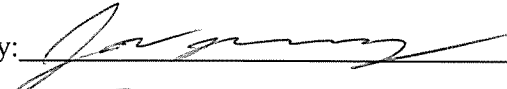
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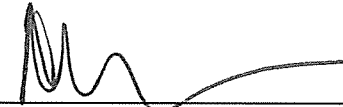


IN WITNESS WHEREOF, the parties have executed this Third Amendment on the date first written above with the intent to be legally bound.

PENINSULA CORRIDOR JOINT  
POWERS BOARD

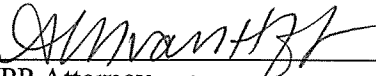
CITY OF MENLO PARK

By:   
Name: J.V. Navarro  
Title: Director Rail + M&E

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

APPROVED AS TO FORM

APPROVED AS TO FORM

  
JPB Attorney Shayna M. Vantbosten

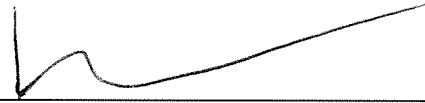
  
City of Menlo Park Attorney

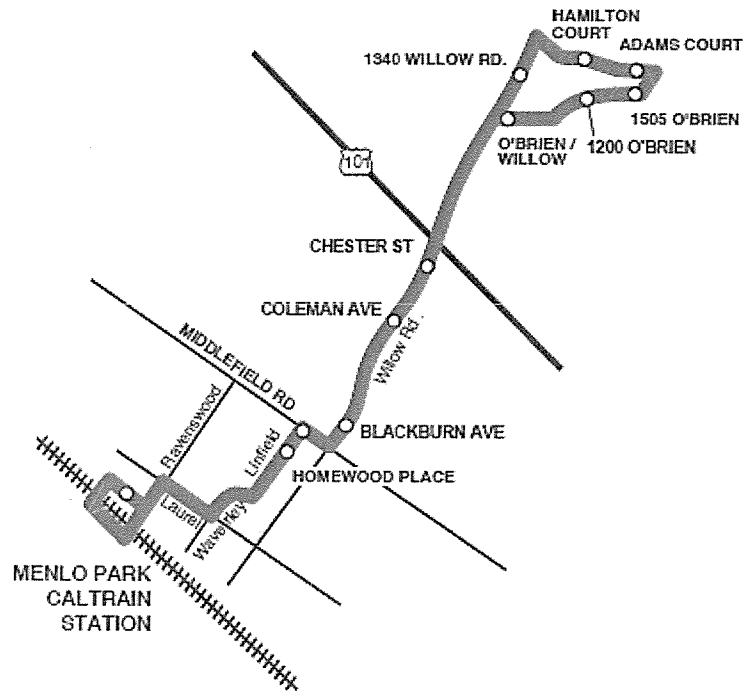




EXHIBIT A

MAP OF SHUTTLE ROUTE

(EFFECTIVE 7/1/17)



Route subject to change with Caltrain permission.



**EXHIBIT B**  
**SCHEDULE OF SHUTTLE SERVICE**  
(EFFECTIVE 7/1/17)

MORNING SCHEDULE				AFTERNOON SCHEDULE				
	Run 1	Run 2	Run 3	Run 1	Run 2	Run 3	Run 4	
Menlo Park Caltrain	6:59	7:59	8:56	Menlo Park Caltrain**	-	3:39	4:15	5:13
Homewood Place	7:03	8:03	9:00	1340 Willow Rd	3:18	-	-	-
Middlefield Rd	7:04	8:04	9:01	Hamilton Court	3:21	3:57	4:55	5:55
Blackburn Ave	7:05	8:05	9:02	Adams Court	3:22	3:58	4:56	5:56
Chester St (VA Medical Center)	7:07	8:07	9:04	1505 O'Brien	3:23	3:59	4:57	5:57
O'Brien / Willow	7:10	8:10	9:07	1200 O'Brien (JobTrain)	3:24	4:00	4:58	5:58
1200 O'Brien (JobTrain)	7:11	8:11	9:08	O'Brien / Willow	3:25	4:01	4:59	5:59
1505 O'Brien	7:12	8:12	9:09	Coleman Ave (VA Medical Center)	3:28	4:04	5:02	6:02
Adams Court	7:13	8:13	9:10	Blackburn Ave	3:31	4:07	5:05	6:05
Hamilton Court	7:14	8:14	9:11	Middlefield Rd	3:32	4:08	5:06	6:06
Menlo Park Caltrain*	7:34	8:34	-	Homewood Place	3:33	4:09	5:07	6:07
				Menlo Park Caltrain	3:39	4:15	5:13	6:13

Schedule subject to change with Caltrain permission.



**EXHIBIT D**  
**FUNDING BENCHMARKS**

As of July 1, 2017

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. BAAQMD Cost Effectiveness ("CE"): As determined by BAAQMD evaluation criteria, the Shuttle Service shall remain competitive by receiving a CE score no greater than \$200,000 per ton of emissions reduced, based on a minimum application funding request of \$25,000. Should the BAAQMD revise the maximum CE value during the term of this agreement, the service shall not exceed the revised CE value;
2. 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;
3. 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;
4. Ridership Improvement: The Shuttle Service shall generate a minimum two percent (2%) Year-To-Year ridership improvement over the prior funding period.

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