



1656-A3

BOARD OF DIRECTORS 2017

JOSÉ CISNEROS, CHAIR  
JEFF GEE, VICE CHAIR  
JEANNIE BRUINS  
DEVORA "DEV" DAVIS  
ROSE GUILBAULT  
DAVE PINE  
JOÉL RAMOS  
KEN YEAGER

JIM HARTNETT  
EXECUTIVE DIRECTOR

### **Amendment No. 3**

**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 2, which was effective July 1, 2016; 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 Third 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, 2017 and ending June 30, 2018, 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, 2017, the term of the Agreement shall be extended for 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 fourth 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 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, 2017 and ending June 30, 2018, 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-Five Thousand Five hundred dollars (\$45,500), subject to a final adjustment.

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

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.



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

When the primary Lead Organization's Liaison is unavailable, a secondary contract shall be:

Lead Organization 2<sup>nd</sup> Liaison: Nicole H Nagaya  
Transportation Manager  
650-330-6781 (Direct)  
nhnagaya@menlopark.org

6. Effective July 1, 2017, the following Exhibits have been deleted and replaced by revised Exhibits:

#### 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, as previously amended, shall remain in full force and effect.

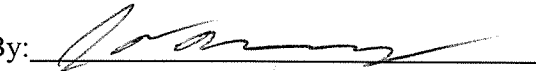
THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

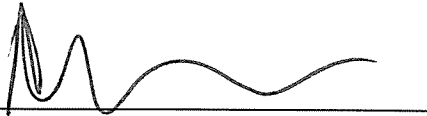


IN WITNESS WHEREOF, the parties have executed this Third Amendment on the date first written above with the intent to be legally bound.

PENINSULA CORRIDOR JOINT  
POWERS BOARD

CITY OF MENLO PARK

By: 

By: 

Name: J.V. NAVARRO

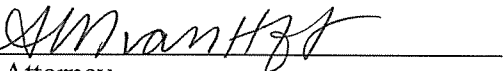
Name: ALEX D. MCINTYRE

Title: Director Pnl + moe

Title: CITY MANAGER

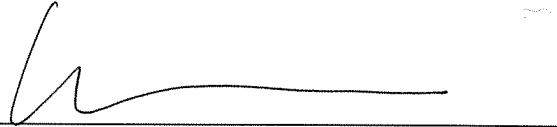
APPROVED AS TO FORM

APPROVED AS TO FORM



JPB Attorney

*Shayna M. vanHooften*



City of Menlo Park Attorney





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

As of July 1, 2017

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. 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.

THE BALANCE OF THIS PAGE IS INTENIONALLY LEFT BLANK.

