



1658-A4

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 MARSH 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 (25.0%) 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 Nineteen-Thousand Four Hundred Dollars (\$19,400) or Seventy-Five percent (75.0%) 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 second 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 Two Hundred Thirty-Nine Thousand Three Hundred dollars (\$239,300), 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

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 Exhibit has been deleted and replaced by revised Exhibit(s):

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

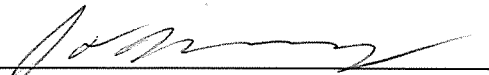
Except for those changes expressly specified in this Third Amendment, all other provisions, requirements, conditions, and sections of the underlying Agreement, as previously amended, shall remain in full force and effect.

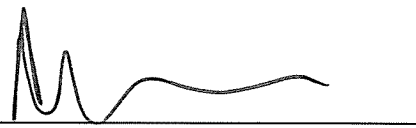
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IN WITNESS WHEREOF, the parties have executed this Third Amendment on the date first written above with the intent to be legally bound.

PENINSULA CORRIDOR JOINT
POWERS BOARD

CITY OF MENO PARK

By: 

By: 

Name: J.V. NAVARRO

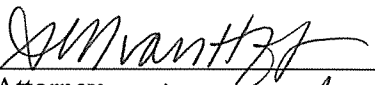
Name: ALEX D. MCINTYRE

Title: Director Rail Ops + MOC

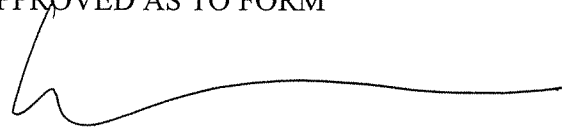
Title: CITY MANAGER

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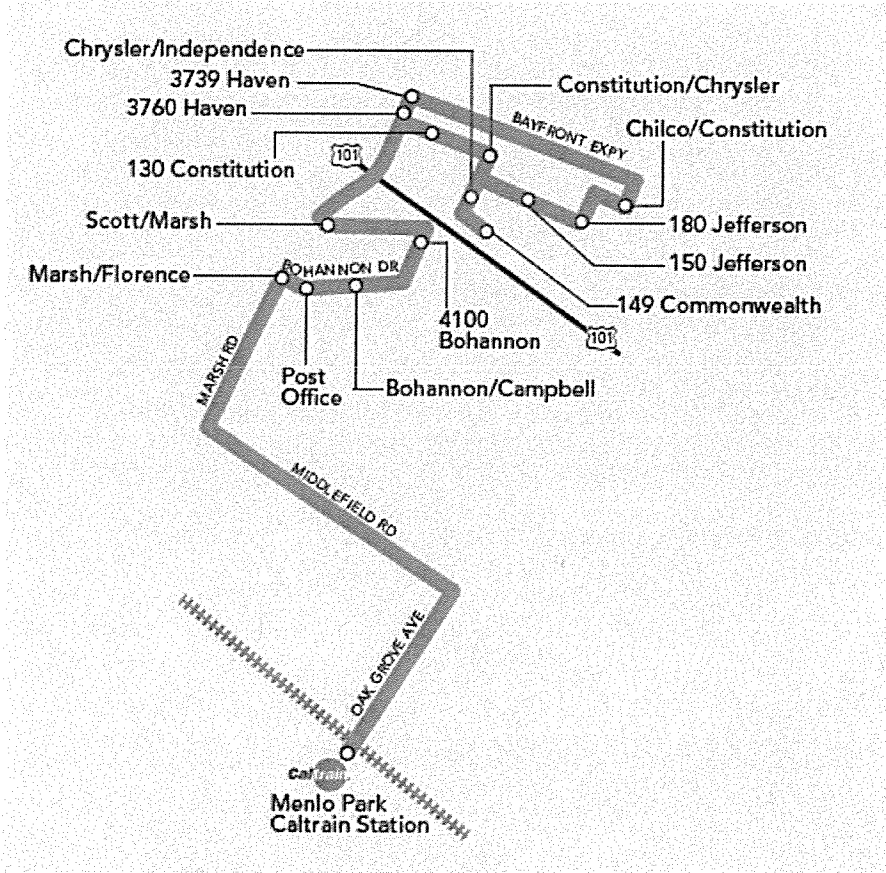
JPP Attorney Shayna M. van Hosten



City of Menlo Park Attorney

EXHIBIT A

MAP OF SHUTTLE ROUTE
(July 1, 2017 – M3)



Route subject to change with Caltrain permission.

EXHIBIT B

SCHEDULE OF SHUTTLE SERVICE
(July 1, 2017)

Morning Schedule

	RUN 1	RUN 2	RUN 3	RUN 4	RUN 5	RUN 6	RUN 7
Menlo Park Caltrain (Depart)	6:59	7:34	7:59	8:34	8:56	9:34	10:01
Post Office	7:06	7:41	8:06	8:41	9:03	9:41	10:08
Bohannon/Campbell	7:07	7:42	8:07	8:42	9:04	9:42	10:09
4100 Bohannon	7:09	7:44	8:09	8:44	9:06	9:44	10:11
Scott/Marsh	7:10	7:45	8:10	8:45	9:07	9:45	10:12
130 Constitution	7:15	7:50	8:15	8:50	9:12	9:50	10:17
Constitution/Chrysler	7:16	7:51	8:16	8:51	9:13	9:51	10:18
149 Commonwealth	7:17	7:52	8:17	8:52	9:14	9:52	10:19
150 Jefferson	7:18	7:53	8:18	8:53	9:15	9:53	10:20
180 Jefferson	7:18	7:53	8:18	8:53	9:15	9:53	10:20
Chilco/Constitution	7:19	7:54	8:19	8:54	9:16	9:54	10:21
3639 Haven	7:25	8:00	8:25	9:00	9:22	10:00	10:27
3760 Haven	7:27	8:02	8:27	9:02	9:24	10:02	10:29
Marsh/Florence	7:30	8:05	8:30	9:05	9:27	10:05	10:32
Menlo Park Caltrain (Arrive)	7:39	8:14	8:39	9:14	9:36	--	--

Afternoon Schedule

	RUN 1	RUN 2	RUN 3	RUN 4	RUN 5	RUN 6	RUN 7
Menlo Park Caltrain (Depart)	--	--	3:46	4:22	4:42	5:22	5:42
130 Constitution	3:10	3:38	4:06	4:42	5:02	5:42	6:02
Constitution/Chrysler	3:11	3:39	4:07	4:43	5:03	5:43	6:03
149 Commonwealth	3:12	3:40	4:08	4:44	5:04	5:44	6:04
150 Jefferson	3:13	3:41	4:09	4:45	5:05	5:45	6:05
180 Jefferson	3:13	3:41	4:09	4:45	5:05	5:45	6:05
Chilco/Constitution	3:14	3:42	4:10	4:46	5:06	5:46	6:06
3639 Haven	3:20	3:48	4:16	4:52	5:12	5:52	6:12
3760 Haven	3:22	3:50	4:18	4:54	5:14	5:54	6:14
Scott/Marsh	3:27	3:55	4:23	4:59	5:19	5:59	6:19
4100 Bohannon	3:29	3:57	4:25	5:01	5:21	6:01	6:21
Bohannon/Campbell	3:30	3:58	4:26	5:02	5:22	6:02	6:22
Post Office	3:31	3:59	4:27	5:03	5:23	6:03	6:23
Marsh/Florence	3:35	4:03	4:31	5:07	5:27	6:07	6:27
Menlo Park Caltrain (Arrive)	3:44	4:12	4:40	5:16	5:36	6:16	6:36

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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