



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 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 by Amendment Number 2, which was effective July 1, 2016; and

The Agreement is set to expire on June 30, 2017

The Parties desire to modify the terms of Amendment 2, in order to update the financial share and maximum contribution amounts, 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 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 a minimum Twenty-Five percent (25%) financial share excluding contributions from the JPB described under Section 5 of the Agreement as amended.

PENINSULA CORRIDOR JOINT POWERS BOARD

1250 San Carlos Ave. – P.O. Box 3006
San Carlos, CA 94070-1306 (650)508-6269

2. Section 5 of the Agreement, Maximum Contribution; Payment, 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 JPB's maximum contribution (which includes contributions from all other funding agencies involved, if any) for Shuttle Service, shall be modified as follows:


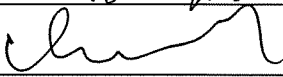
- a) Based on service operated from July 1, 2016 through December 31, 2016, the JPB's maximum contribution shall not exceed Zero Dollars (\$0).
- b) Based on service operated from January 1, 2017 through June 30, 2017, the JPB's maximum contribution shall not exceed Nineteen Thousand Five Hundred Dollars (\$19,500) or Seventy-Five percent (75%) of the service expense; **whichever amount is less.**

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.

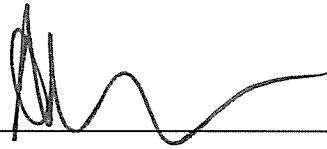
THE BALANCE OF THE PAGE HAS BEEN LEFT INTENTIONALLY BLANK.

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

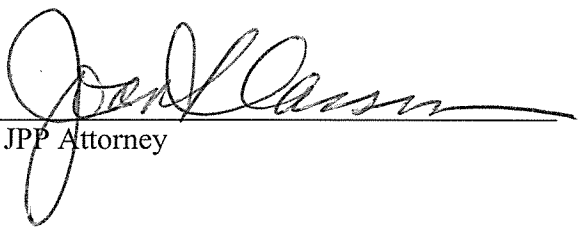
PENINSULA CORRIDOR JOINT
POWERS BOARD

By: 
Name: Michelle Bouchard
Title: 

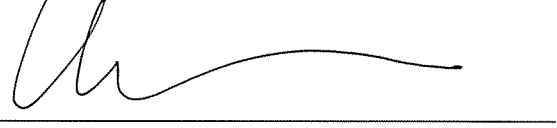
CITY OF MENO PARK

By: 
Name: Alex D. McIntyre
Title: City Manager
5/19/17

APPROVED AS TO FORM


JPP Attorney

APPROVED AS TO FORM


City of Menlo Park Attorney

