

**THIRD AMENDMENT TO THE AGREEMENT
WITH SAMTRANS**

THIS THIRD AMENDMENT, entered into on this _____ day of _____, 2005, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SamTrans, hereinafter called "Contractor" for East Palo Alto Shuttle Services.

W I T N E S S E T H:

WHEREAS, on July 1, 2002, the County and Contractor entered into an Agreement to provide shuttle service; and

WHEREAS, This Agreement has been amended on two previous occasions to increase the amount by \$58,010 and extend the term to June 30, 2005 for a total obligation of \$118,010; and

WHEREAS, both parties wish to further amend the Agreement for the purpose of correcting the amount and fiscal portion of the agreement by adding an additional \$61,990 resulting in a total Agreement obligation for \$180,000 for FY 2002-05.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 3: **Payments** of the Agreement is hereby amended to read:

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", County shall make payment to Contractor in the manner specified herein and in Exhibit "A". In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. **The amount of the Agreement is increased by \$61,990 as a result of this Third Amendment to correct the payment amount to the Contractor for services performed for FY 2002-03, FY 2003-04, and FY 2004-05. Contractor shall receive \$60,000 for each fiscal year and in no event shall total payment for services under this Agreement exceed one hundred eighty thousand dollars, (\$180,000).**

3. All other terms and conditions of the Agreement dated July 1, 2002 and subsequent amendments shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Richard Gordon, President,
Board of Supervisors
County of San Mateo

ATTEST:

Date: _____

Clerk of Said Board

SAMTRANS

By: Coo Chuck Harvey
Rail Shuttle Coordinator/ Associate
Bus Contract Administrator

Signature

Date: _____