

# AMENDMENT NO. 1

## AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE SAN MATEO COUNTY TRANSIT DISTRICT

**THIS FIRST AMENDMENT** to the Agreement, entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the SAN MATEO COUNTY TRANSIT DISTRICT, a public agency acting on its own behalf and on behalf of the Peninsula Corridor Joint Powers Board, hereinafter called "samTrans."

County and samTrans previously entered into an Agreement on December 14, 2004 [Resolution No. 67118] for provision of law enforcement services through the Sheriff's Office.

It is mutually understood and agreed by and between the parties to make further modifications to the Agreement as follows:

Upon notification by samTrans, the Sheriff's Office will provide two (2) trained explosive ordinance detection [EOD] canines and two (2) Deputy Sheriff handlers for a period of at least two (2) years from the date of notification by samTrans.

samTrans agrees to reimburse County, for the purchase, training, and maintenance (i.e. feeding and veterinary charges) for EOD canines, for an amount not to exceed \$550,000, for the two year period.

Other incidental costs such as vehicles, overtime, extra training, will be in addition to the above referenced reimbursements, once mutually agreed upon by and between samTrans and County.

In no event shall samTrans' total fiscal obligation under this Agreement exceed **SIX MILLION TWO HUNDRED NINETEEN THOUSAND NINE HUNDRED TWENTY-NINE DOLLARS AND NO CENTS, (\$6,219,929.00).**

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

**COUNTY OF SAN MATEO**

A Political Sub-division of the  
State of California

BY: \_\_\_\_\_  
DON HORSLEY, SHERIFF

DATE: \_\_\_\_\_

**SAN MATEO COUNTY TRANSIT DISTRICT**

BY: \_\_\_\_\_  
GENERAL MANAGER

DATE: \_\_\_\_\_

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
ATTORNEY FOR SAMTRANS

\_\_\_\_\_  
PRINTED NAME

DATE: \_\_\_\_\_