

AMENDMENT NO. 3
TO AGREEMENT BETWEEN
THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
FOR
COUNTYWIDE TRANSPORTATION MODEL

This Amendment No. 3 (“Third Amendment”) to the existing agreement between the City/County Association of Governments of San Mateo County (“C/CAG”) and Santa Clara Valley Transportation Authority (“VTA”) dated March 18, 2011 (the “C/CAG-VTA Model Agreement”), shall be deemed retroactively effective as of March 19, 2020 (“Effective Date”).

RECITALS

WHEREAS, the C/CAG-VTA Model Agreement allows C/CAG to license from VTA a software forecasting model of the transportation system of the San Francisco Bay Area that is optimized for the counties of Santa Clara and San Mateo and accounts for transportation impacts from neighboring counties and regional commute sheds (the “Model”); and

WHEREAS, C/CAG desires to extend the C/CAG-VTA Model Agreement until June 30, 2022 to provide maintenance, updates, and on-call modeling services for the Model; and

WHEREAS, the parties desires to amend the C/CAG-VTA Model Agreement as set forth herein.

IT IS HEREBY AGREED by C/CAG and VTA as follows:

1. Paragraph 9. Term of Agreement is hereby amended to extend the term until June 30, 2022 and shall be re-stated as follows:

“This Agreement shall become effective upon full execution of the Agreement and shall remain in effect through June 30, 2022; provided, however, this Agreement may be terminated by either party by delivery of a 60-day written notice of termination to the other party. Upon end of the term or termination of this Agreement, C/CAG will retain access to the C/CAG Model as then provided with no further support from VTA.”

2. Any exhibits or attachments referenced in, and/or attached to this Third Amendment are incorporated into the C/CAG-VTA Model Agreement by this reference.
3. Unless specifically defined herein, the capitalized terms used in this Third Amendment shall have the meanings defined in the C/CAG-VTA Model Agreement.
4. Except as herein modified, all other provisions of the C/CAG-VTA Model Agreement,

including any exhibits and subsequent amendments thereto, shall remain in full force and effect. All references to the C/CAG-VTA Model Agreement in this Third Amendment shall refer to the C/CAG-VTA Model Agreement as amended (including by this Third Amendment) unless specifically set forth herein or otherwise indicated by context.

5. In the event of any conflict between the provisions of this Third Amendment and the provisions of the C/CAG-VTA Model Agreement, the provisions of this Third Amendment shall prevail. Whether or not specifically amended by this Third Amendment, all of the terms and provisions of the C/CAG-VTA Model Agreement are hereby amended to the extent necessary to give effect to the purpose and intent of this Third Amendment.
6. This Third Amendment may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.
7. If any provisions on the C/CAG-VTA Model Agreement, as amended by this Third Amendment is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired or invalidated in any way.

Signatures of parties on following page.

In witness whereof, VTA and C/CAG have executed this Third Amendment to the C/CAG-VTA Model Agreement as of the last day set forth below.

**City/County Association of Governments
of San Mateo County
(C/CAG)**

**Santa Clara Valley Transportation
Authority (VTA)**

Marie Chaung, Chair

Nuria I. Fernandez, General Manager

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Melissa Andrikopoulos
Legal Counsel for C/CAG
