

**THIRD AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
BANK OF AMERICA**

THIS THIRD AMENDMENT TO THE AGREEMENT, is entered into this 14th day of May 2019, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Bank of America, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement for the provision of Electronic Payments (ePayable) Services on May 21, 2013; and

WHEREAS, on August 5, 2014 the parties Amended the Agreement to include Procurement Card Services (the "First Amendment"); and

WHEREAS, on May 4, 2016, the County exercised the option to extend the term of the Agreement for an additional three years through May 20, 2019, and the County's exercise of such option was memorialized in an Amendment which was executed on May 21, 2016 (the "Second Amendment"); and

WHEREAS, the County wishes to amend the Agreement a third time to extend the term through May 20, 2022 and for the County to have the option, at its own discretion, to exercise three one-year extensions through May 20, 2025.

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

1. Section 4 of the agreement is amended and restated in its entirety to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from May 21, 2013 through May 20, 2022. The County has the option, on its own discretion, to exercise three one-year extensions which, if all such extensions are exercised, would extend the term of the Agreement through May 20, 2025. The County shall provide reasonable notice to the Contractor prior to expiration of the Agreement if it elects to exercise each of the aforementioned options to extend the Agreement.

This Agreement may be terminated by Contractor or the County Controller or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement specifically for the County shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

2. All other terms and conditions of the agreement dated May 21, 2013, between the County and Contractor, as amended by the First Amendment and Second Amendment, shall remain in full force and effect.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:

Jared Ines 4/30/19 Jared Ines
Contractor Signature Date Contractor Name (please print)

For County:

Purchasing Agent Signature
(Department Head or
Authorized Designee)
County of San Mateo

Date

Purchasing Agent Name (please print)
(Department Head or **Authorized** Designee)
County of San Mateo

Purchasing Agent or **Authorized** Designee
Job Title (please print)
County of San Mateo