

**AMENDMENT THREE TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CITY OF SOUTH SAN FRANCISCO**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the CITY OF SOUTH SAN FRANCISCO, 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 purpose of providing Adult Day Care Services to clients of Aging and Adult Services on June 9, 2009, by Resolution 70153 in the amount of \$141,600 for a term of July 1, 2009 through June 30, 2013;

WHEREAS, the parties amended the Original Agreement on May 11, 2010, by Resolution 70754 increasing the collective amount by \$141,600 for FY 2010-11 for a total of \$283,200 for all Agreements under one Resolution; and

WHEREAS, the parties amended the Original Agreement on April 11, 2012, by Resolution 71344 increasing the collective amount by \$141,600 for FY 2011-12 for a total of \$424,800 and replacing the Exhibit As and Exhibit Bs for all Agreements under one Resolution; and

WHEREAS, the parties wish to further amend the Original Agreement for the continuation of these adult day care services by increasing the collective amount by \$141,600 for Fiscal Year 2012-13 for a total amount of \$566,400 for all Agreements under one Resolution:

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

1. Section 3 of the Agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit A (as amended July 1, 2011), County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B (as amended July 1, 2011). The County reserves

right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Contract exceed \$141,600 collectively for the period of July 1, 2012 through June 30, 2013 for all contracts approved under the same resolution. The total obligation for the term of these Agreements is FIVE HUNDRED SIXTY-SIX THOUSAND FOUR HUNDRED DOLLARS (\$566,400) collectively.

2. **All other terms and conditions of the Agreement dated June 9, 2009, between the County and Contractor 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: _____
President, Board of Supervisors, San Mateo
County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

CITY OF SOUTH SAN FRANCISCO

Joe Hunter
Contractor's Signature

Date: 4-20-2012