

**AMENDMENT TO AGREEMENT
BETWEEN
THE COUNTY OF SAN MATEO
AND
DOCUMENT FULFILLMENT SERVICES**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and DOCUMENT FULFILLMENT SERVICES, 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 generating client correspondence services on September 17, 2013; and

WHEREAS, the parties wish to amend the Agreement to extend the term of the Agreement to February 28, 2017, and add funding in the amount of \$750,000 for a total Agreement amount not to exceed \$1,500,000.

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

- 1. Section 1 –Exhibits and Attachments - of the Agreement is amended to read as follows:**

Exhibit A – Services

Revised Exhibit B (rev. 3/5/2015) – Payments and Rates

- 2. Section 2 – Services to be performed by Contractor – of the Agreement is amended to read as follows:**

In consideration of the payments set forth herein and in Revised Exhibit B (rev. 3/5/2015), Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A.

3. Section 3 – Payments – 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, County shall make payment to Contractor based on the rates and in the manner specified in Revised Exhibit B (rev. 3/5/2015). County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **One Million Five Hundred Thousand Dollars (\$1,500,000)**.

4. Section 4 – Term and Termination - of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2013, through **February 28, 2017**.

This Agreement may be terminated by Contractor, the Director of the Human Services Agency, 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 shall become the property of County and shall be promptly delivered to County. Upon termination, 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.

5. Section 16 – Notices – of the Agreement is amended to read as follows:

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: **Clarisa Simon, Director, Economic Self-Sufficiency**
Address: 400 Harbor Boulevard, Build B, Belmont, CA 94002
Telephone: **(650) 802-5026**
Facsimile: (650) 637-4052
Email: csimon@smchsa.org

In the case of Contractor, to:

Name/Title: Steve Shill, Owner

Address: **910 Riverside Parkway, Suite 40, W. Sacramento, CA**

Telephone: (916) 374-9002

Facsimile: (916) 374-9011

Email: sshill@dfsmail.com

6. **The original Exhibit B is replaced by Revised Exhibit B (rev. 3/5/15)**
See attached
7. **All other terms and conditions of the agreement dated September 17, 2013, 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

DOCUMENT FULFILLMENT SERVICES



Contractor's Signature

Date: 3/16/15

Revised Exhibit B (rev. 3/5/2015)

In consideration of the services provided by Contractor in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

County shall pay the Contractor a monthly for postage meter recharge and completion of services within the month. The Contractor shall submit invoices within 30 days of the end of the service month and the County shall pay the invoices within 20 working days following receipt of invoice.

In any event the total amount of the Agreement for FY 2013-17 shall not exceed \$1,500,000. The Agreement includes a contingency of \$50,000 per year to cover postage rate increases and any other unanticipated cost related to the printing and distribution of client correspondence.

County may terminate this Agreement or a portion of the services referred to in Exhibit A, based upon availability of federal, state, or County funds by providing a thirty (30) day written notice to Contractor. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

All Invoices are to be submitted to the County of San Mateo Human Services Agency – Nicole Pollack, Assistant Director – 400 Harbor Boulevard, Building B – Belmont, CA 94002.