

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ULTRAEX, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2015, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and UltraEx, Inc., 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 courier and transportation services including deliveries for the Home Delivered Meals program, transportation of laboratory specimens and patient cash deposits, and other deliveries as needed for the San Mateo Medical Center (SMMC) services on November 20, 2012; and

WHEREAS, the parties wish to amend the Agreement to extend the term of the agreement through March 31, 2016, and increase the amount by \$200,000 to an amount not to exceed \$1,460,000.

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

1. 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 Exhibit "B." The County reserves the 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 Agreement exceed ONE MILLION FOUR HUNDRED SIXTY THOUSAND DOLLARS [\$1,460,000]

2. Section 4 **Term and Termination** is added to the agreement to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 1, 2012 through March 31, 2016.

This Agreement may be terminated by Contractor, the Chief of the Health System or his/her designee 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 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.

- 4. All other terms and conditions of the agreement dated November 20, 2012, 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

UltraEx, Inc.



Contractor's Signature

Date: November 11, 2015