

**THIRD AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
CHANNEL PARITY INCORPORATED**

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CHANNEL PARITY INCORPORATED, 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 on June 24, 2013 for Remote Services Administration (RSA) for Syntellect Customer Interaction Management (CIM) System in the amount of \$100,000 for the term of June 1, 2013 through May 31, 2014; and

WHEREAS, on January 28, 2014, the parties amended the agreement to provide system services for an additional twenty-five months, extending the term of the agreement to June 30, 2016 and increasing the amount of funds by \$300,000 for a total obligation of \$400,000; and

WHEREAS, on November 23, 2015, the parties amended the agreement to upgrade MicroSoft Server 2003 with supported 2008 servers, increasing the amount of funds by \$20,000 for a total obligation of \$420,000; and

WHEREAS, the parties wish to further amend the agreement to extend the term to June 30, 2017 and add funds in the amount of \$130,000 for a new total obligation of \$550,000 to allow for the continuation of services while County issues a request for proposal with incorporated needs determined by an evaluation of the phone management system for the Benefits Eligibility Services Telecenter and Contact Call Center.

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

1. Section 2 – Contract Term – of the agreement is amended to read as follows:
  2. **Contract Term** The term of this agreement shall be from June 1, 2013 to June 30, 2017, unless terminated earlier by the County.
2. Section 3 – Payments – of the agreement is amended to read as follows:
  3. **Payments** In consideration of the services rendered in accordance with all terms,

conditions and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, County shall make payment to Contractor in the manner specified herein and in Exhibit "B" "B1" and "B2". In the event that County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of contract termination. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. This amendment extends services by an additional year in the amount of ONE HUNDRED THIRTY THOUSAND DOLLARS (\$130,000). In no event shall total payment for services under this Agreement exceed FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$550,000).

3. **All other terms and conditions of the agreement dated June 24, 2013 and subsequent amendments 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

CHANNEL PARITY INCORPORATED

*Ronald Rushing*  
\_\_\_\_\_  
Contractor's Signature

Date: 04/15/2016