

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

THIS SECOND 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 (the “Agreement”) for generating client correspondence services on September 17, 2013 in an amount not to exceed \$750,000 for the term of July 1, 2013 through June 30, 2016; and

WHEREAS, on April 14, 2015, the parties amended the Agreement to extend its term to February 28, 2017 and increase the amount by \$750,000 for a total Agreement amount not to exceed \$1,500,000; and

WHEREAS, the parties wish to further amend the Agreement to extend services through October 30, 2017 and to increase the amount by \$200,000 for a new amount not to exceed \$1,700,000.

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:

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B (revised 2/2017)—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 Exhibit B (revised 2/2017),

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 Exhibit B (revised 2/2017). 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 SEVEN HUNDRED THOUSAND DOLLARS (\$1,700,000)**.

!

4. Section 4. Term and Terminations 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 October 30, 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 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 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: Elaine Azzopardi, Human Services Manager II
Address: 450 Harbor Blvd., Bldg C, Belmont, CA 94002
Telephone: 650-802-7926
Email: EAzzopardi@smcgov.org

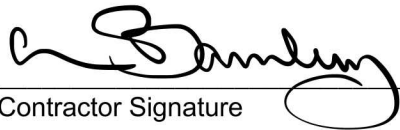
In the case of Contractor, to:

Name/Title: Eric Bambury
Address: 2930 Ramona Avenue #100, Sacramento, CA 95826
Telephone: 925-570-5318
Email: ebambury@dfsml.com

6. **Exhibit B (revised 2/2017)** replaces Revised Exhibit B (rev. 3/5/15) in its entirety and is attached hereto.
7. All other terms and conditions of the Agreement dated September 17, 2013 between County and Contractor and all subsequent amendments shall remain in full force and effect.
8. This amendment constitutes the entire understanding of the parties hereto with respect to matters herein and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications of this amendment or the Agreement shall not be effective unless set forth in writing and executed by both parties.

In witness of and in agreement with this amendment's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: DOCUMENT FULFILLMENT SERVICES


Contractor Signature

01/23/2017
Date

Eric Bambury
Contractor Name (please print)

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Exhibit B (revised 2/2017)

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

In any event the total amount of the Agreement shall not exceed \$1,700,000. 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 thirty (30) days written notice to Contractor. County reserves the right to withhold payment if 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 – Elaine Azzopardi, Human Services Manager II – 450 Harbor Boulevard, Building C – Belmont, CA 94002.