

**FOURTH AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND REV'D UP INCORPORATED**

THIS FOURTH AMENDMENT TO THE AGREEMENT, entered into this 23rd day of June, 2020, is by and between the County of San Mateo, a political subdivision of the State of California, hereinafter called "County," and Rev'd Up Incorporated, herein after called ("Contractor"). When referenced together hereinafter, the entities are collectively referred to as "Parties".

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; and

WHEREAS, on or about July 20, 2015 the Parties entered into an Agreement by which Contractor provided to County a web-based, cloud-hosted Central Reservation System ("CRS") with Point-of-Sale ("POS") functionality to San Mateo County Parks ("SMCP") via the Itinio Reservation Suite ("Itinio"), and with a not-to-exceed total contract amount of \$80,000; and

WHEREAS, on or about December 1, 2018, the Parties entered into the First Amendment to the Agreement (the "First Amendment to Agreement"), whereby the Parties increased the maximum compensation paid by the County to Contractor to a not-to-exceed total contract amount of \$85,000, and extended the term of the Agreement through July 18, 2019 in order to continue critical revenue generating services for SMCP; and

WHEREAS, because the Parties subsequently determined that additional services could be offered and implemented through Itinio that would increase SMCP efficiency and enhance the customer experience through the web-based portal, on or about July 19, 2019, the Parties entered into a Second Amendment to the Agreement (the "Second Amendment to Agreement"), whereby the Parties increased the maximum compensation paid by the County to Contractor to a not-to-exceed total contract amount of \$100,000, and extended the term of the Agreement through May 31, 2020; and

WHEREAS, on or about May 28, 2020, the Parties entered into another amendment to the Agreement (the "Third Amendment to the Agreement") to extend the term of the agreement through June 30, 2020; and

WHEREAS, in order to continue funding the essential revenue generating CRS system with POS capabilities provided by the Contractor to SMCP, the Parties by this Fourth Amendment to the Agreement desire to increase the maximum compensation paid by County to Contractor by \$18,960, to a total not-to-exceed contract amount of \$118,960, and to extend the term of the Agreement through June 30, 2021.

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

1. Section 3 of the Agreement, as amended by the First Amendment to the Agreement, the Second Amendment to the Agreement, and the Third Amendment to the Agreement, is amended as follows:

In no event shall County's total fiscal obligation under this Agreement exceed One Hundred Eighteen Thousand Nine Hundred and Sixty Dollars (\$118,960).

2. Section 4 of the Agreement is amended as amended by the First Amendment to the Agreement, the Second Amendment to the Agreement, and the Third Amendment to the Agreement, is amended as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 20, 2015, through June 30, 2021.

3. All other terms and conditions of the Parties' Agreement dated July 20, 2015, and as amended by the First Amendment to the Agreement, the Second Amendment to the Agreement, the Third Amendment to the Agreement, and this Fourth Amendment shall remain in full force and effect.

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

For Contractor: **[REV'D UP INCORPORATED]**



Contractor Signature

6/1/2020
Date

David McLean
Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board