AMENDMENT TO AGREEMENT

BETWEEN THE COUNTY OF SAN MATEO AND DOCUMENT FULFILLMENT SERVICES

THIS AMENDMENT TO THE AGREEMENT ("First Amendment"), entered into this

____ day of _____, 2021, by and between the County of San Mateo, hereinafter called

"County," and Document Fulfillment Services, hereinafter called "Contractor";

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

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 September 15, 2020, the parties entered into an agreement (the "Agreement) for the term of September 1, 2020, through June 30, 2022 and a total obligation amount not to exceed \$900,000 for the provision of CalWIN client correspondence and distribution services; and

WHEREAS, the parties now wish to amend the Agreement to extend the term by 24 months for a new term of September 1, 2020 to June 30, 2024 and increase the total obligation amount by \$450,000 for a new total obligation amount not to exceed \$1,350,000.

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

1. Paragraph 3. <u>Payments</u> is hereby amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. 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 THREE HUNDRED FIFTY THOUSAND DOLLARS** (\$1,350,000). 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 or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. Paragraph 4. <u>Term</u> is hereby amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 01, 2020, through June 30, 2024.

- 3. <u>Exhibit B Payments and Rates</u>, paragraph D. Rates, is hereby amended to include the following:
 - 1. Beginning July 1, 2022, the following rates will increase as follows:

Price per image for PCL5 file	0.0337
Price for PDF file	0.0337
In line variable full color printing per image	0.0412

4. <u>Exhibit B – Payments and Rates</u>, paragraph E. Budget is hereby amended to include:

FY2022-23	\$225,000
FY2023-24	\$225,000

5. All other terms and conditions of the Agreement dated September 15, 2020 between County and Contractor shall remain in full force and effect. In witness of and in agreement with the terms of this Amendment, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: DOCUMENT FULFILLMENT SERVICES

James Gilbride		9/16/2021 3:06 PM PDT	James Gilbride
Contractor Signature	Date		Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board