

**FIRST AMENDMENT TO AGREEMENT BETWEEN
PENSKE TRUCK LEASING AND
THE COUNTY OF SAN MATEO**

THIS FIRST AMENDMENT TO AN AGREEMENT, entered into on this day _____ of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PENSKE TRUCK LEASING, hereinafter called "Contractor".

W I T N E S S E T H:

WHEREAS, the parties entered into an Agreement on December 1, 1999 for the purposes of Penske providing the County truck leasing services to transport production products to and from Vocational Rehabilitation Services; and

WHEREAS, the parties wish to amend the Agreement to increase funding to continue services through the term of the Agreement.

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

1. Section 1: Exhibits is hereby Amended to read as follows:

The following exhibits are attached hereto and incorporated by reference therein.

Exhibit A:	Services
Exhibit B – Revised 08/04:	Payment Schedule herby replaces the original Exhibit B
Exhibit C:	Penske Lease Service Agreement
Attachment J:	Equal Benefits Ordinance Declaration - New

2. Exhibit B is hereby deleted.
3. Exhibit B 07/04 hereby replaces the original Exhibit B and is incorporated by reference therein.
4. Exhibit J is hereby added and incorporated by reference therein.
5. Section 3: Payments 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 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 hundred three thousand five hundred thirty five dollars (\$103,535).**

6. Section 7: Non-Discrimination is hereby amended to read as follows:

A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which

provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:
- i.) termination of this Agreement;
 - ii.) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii.) liquidated damages of \$2,500 per violation;
 - iv.) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

7. All other terms and conditions of the Agreement dated December 1, 1999, 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

Date: _____

ATTEST:

Clerk of Said Board

PENSKE TRUCK LEAS.

Contractor - Print Name

PENSKE TRUCK LSG. CO., L.P.

CLIFF BOYLES, DISTRICT
Name, Title - Print MANAGER.

cmboyles
Signature

Date: 8-9-04

PAYMENT SCHEDULE

Penske Truck Leasing
December 1, 1999 through November 30, 2004

Payments:

1. **Maximum Amount:** The maximum amount of this Agreement shall not exceed \$103,535. The fixed rate for maintenance as set forth in Exhibit C is \$.0960 per mile with a monthly average of 2,500 miles. The monthly rate for leasing is \$1,485.57. The term of this lease is sixty (60) months.
2. **Payment Terms:** In full consideration of the lease entered into with the Contractor, County shall pay Contractor upon receipt of monthly invoices.