

**THIRD AMENDMENT TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CITY OF SAN CARLOS**

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CITY OF SAN CARLOS, 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 County and the Contractor entered into the original Agreement on July 1, 2002 for the purpose of providing shuttle services to County employees and PeninsulaWORKs participants from the San Carlos Caltrain Station to PeninsulaWORKs San Carlos during commute and mid-day hours; and

WHEREAS, this Agreement has been amended on two previous occasions to increase funds in the amount of \$39,084 and extend the term to June 30, 2005 for continued services; and

WHEREAS, the County and the Contractor wish to further amend this Agreement for the purpose of increasing funds to cover services through June 30, 2005, as cost of services could not be determined when the Second Amendment was written.

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

1. Exhibits and Attachments section is hereby added to read as follows:

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A: Description of Services and, Amount and Method of Payment through February 18, 2004

Exhibit A1:Description of Services and, Amount and Method of Payment from February 19, 2004 through June 30, 2005 – New Exhibit

Exhibit B: Equal Benefits Compliance Declaration Form

Exhibit C: Assurance of Compliance with Section 504

2. Exhibit A1 is hereby added to the Agreement and is attached hereto and incorporated by

reference herein.

3. Paragraph 1: **Services to be performed by Contractor** is hereby amended to read as follows:

In consideration of the payments hereinafter set forth, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" and **Exhibit "A1"** attached hereto for the County of San Mateo Human Services Agency. Contractor shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this contract.

4. Paragraph 3: **Payments** is hereby amended to read as follows:

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A" and **Exhibit "A1"**, County shall make payment to Contractor in the manner specified herein and in Exhibit "A" and **Exhibit "A1"**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. **An increase of \$22,416 is hereby added to the Agreement to pay for services rendered from February 19, 2004 through June 30, 2004 and \$61,500 for the period of July 1, 2004 through June 30, 2005, for a total increase of \$83,916. In no event shall total payment for services under this Agreement exceed \$178,672.**

5. Section 15: **Merger Clause** is hereby amended to read as follows:

This Agreement, including Exhibit A, **Exhibit A1, Exhibit B, and Exhibit C**, attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior Agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the County Purchasing Agent. In the event of a conflict between the terms, conditions, or specifications set forth herein and in those in the Exhibits attached hereto, the terms, conditions, or specifications set forth herein shall prevail. This Agreement, or facsimile proposal of the Agreement, constitutes the entire Agreement between County and Contractor. Further, liability referenced to in section 6 is limited to Contractor's negligence during the Contractor's performance under this contract.

6. All other terms and conditions set forth in the Agreement dated July 1, 2002 and subsequent Amendment 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: _____
Richard Gordon, President
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

City of San Carlos

Contractor's Signature

Date: _____

Long Form Agreement/Business Associate v 6/24/04

**Description of Services and
Amount and Method of Payment
July 1, 2002 through June 30, 2005**

I. Description of Services:

The Contractor will continue to administer funds provided by San Mateo County to Peninsula Corridor Joint Power Board (PCJPB) for the purpose of continued shuttle services and as described in Exhibit A.

II. Amount and Method of Payment

The County shall pay Contractor one lump sum of \$83,916 for Services described in Exhibit A, this Exhibit and Section 3 of this Agreement, and upon receipt and approval of invoice. The total payment for all services rendered by Contractor and PCA as described in Exhibit A, this Exhibit A-1, and the Agreement (including but not limited to Section 3) shall not exceed \$178,672.