

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

THIS 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, on September 17, 2005, the parties entered into an Agreement in the amount of \$81,037, for the printing, folding, stuffing, and mailing of client correspondence generated by the new software system resulting from the Human Services Agency's migrating to the CalWORKS Information Network (CalWIN); and

WHEREAS, on June 12, 2006, the parties amended the Agreement to increase the amount by \$18,963, for a total obligation of \$100,000, to cover the unanticipated large volume of CalWIN printing and the resulting additional postage costs; and

WHEREAS, the parties wish to further amend the Agreement to increase the amount by \$120,000, for a total obligation of \$220,000, and extend the term to December 31, 2006 to cover the continuing and increasing volume of CalWIN printing and the resulting additional postage costs.

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

1. Section 2 **Contract Term** is to the agreement is amended to read as follows:

"2. Contract Term The term of this Agreement shall be from 10/1/05 to 12/31/06 unless terminated earlier by the County."

2. Section 3. **Payments** of the original Agreement is amended to read as follows:

“3. Payments In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A" and “A1 Effective 6/1/06”, County shall make payment to Contractor in the manner specified herein and in Exhibit "A" and “A1 Effective 6/1/06”. 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. In no event shall total payment for services under this Agreement exceed **Two Hundred Twenty Thousand Dollars, \$220,000.**”

4. **Section 11, Non-Discrimination and Other Requirements, Item G, Compliance with Contractor Employee Jury Service Ordinance, is hereby added as follows:**

“G. Compliance with Contractor Employee Jury Service Ordinance. Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.”

3. All other terms and conditions of the original agreement dated September 17, 2005 and Change Order No. 1 dated June 12, 2006, between the County and Contractor shall remain in full force and effect. This Second Amendment constitutes the entire understanding of the parties hereto with respect to the subject matter 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 to this Second Amendment shall not be effective unless set forth in a writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

DOCUMENT FULFILLMENT SERVICES

Contractor's Signature

Date: _____