

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF SOUTH
SAN FRANCISCO AND JOBTRAIN**

THIS THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT is made at South San Francisco, California, as of July 1, 2023 by and between THE CITY OF SOUTH SAN FRANCISCO (“City”), a municipal corporation, and JobTrain (“Contractor”), (sometimes referred together as the “Parties”) who agree as follows:

RECITALS

A. On April 14, 2021, City and Contractor entered that certain Professional Services Agreement (“Agreement”) whereby Contractor agreed to provide workforce development services in South San Francisco. A true and correct copy of the Agreement and its exhibits is attached as Exhibit A.

B. On April 14, 2022, City and Contractor entered that certain First Amendment to Agreement (“First Amendment”) whereby Contractor agreed to provide workforce development services in South San Francisco. A true and correct copy of the First Amendment and its exhibit is attached as Exhibit B.

C. On April 14, 2023, City and Contractor entered that certain Second Amendment to Agreement (“Second Amendment”) whereby Contractor agreed to provide workforce development services in South San Francisco. A true and correct copy of the Second Amendment and its exhibit is attached as Exhibit C.

D. City and Contractor now desire to amend the Agreement.

NOW, THEREFORE, for and in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

1. All terms which are defined in the Agreement shall have the same meaning when used in this Amendment, unless specifically provided herein to the contrary.
2. Section 1: Term. The term of the Third Amendment shall now expire on June 30, 2024.
3. Section 2: Compensation. Section 2 of the Agreement shall be amended such that the City agrees to pay Contractor a sum not to exceed \$515,387, for services provided between July 1, 2023 and June 30, 2024 with the understanding that up to \$873,116 has already been paid to Contractor.

Contractor agrees this is the City’s total contribution for payment of costs under the Agreement unless additional payments are authorized in accordance with the terms of the Agreement and said terms of payment are mutually agreed to by and between the parties in writing.

4. Scope of Services. The Scope of services is amended and attached as Exhibit D to this Amendment, referenced as the Third Year of Services.

All other terms, conditions and provisions in the Agreement remain in full force and effect. If there is a conflict between the terms of this Amendment and the Agreement, the terms of the Agreement will control unless specifically modified by this Amendment.

[SIGNATURES ON THE FOLLOWING PAGE]

Dated: _____

CITY OF SOUTH SAN FRANCISCO

CONTRACTOR

By: _____

City Manager

By: _____

Barrie Hathaway
Chief Executive Officer

Approved as to Form:

By: _____

City Attorney