

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
VIKING SHRED, LLC**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2017, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Viking Shred, LLC, 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 parties entered into an Agreement for on-site shredding services on November 4, 2014 in an amount not to exceed \$180,000; and

WHEREAS, the parties amended the Agreement to clarify the pricing offered to the San Mateo Medical Center and Health Systems locations on March 5, 2015; and

WHEREAS, the parties wish to further amend the agreement extending the term by two years through November 30, 2019, and increasing the amount by \$300,000 to an amount not to exceed \$480,000.

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

1. Section 3. Payments of the agreement is 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. 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 FOUR HUNDRED EIGHTY THOUSAND DOLLARS (\$480,000).

2. Section 4. Term and Termination of the agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 1, 2014, through November 30, 2019 resulting in a total not to exceed amount of \$480,000.

This Agreement may be terminated by Contractor, the Director of Purchasing, or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

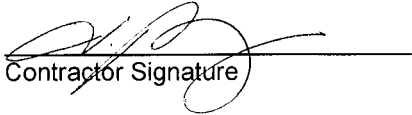
3. Section **11. Non-Discrimination and Other Requirements** of the agreement is amended to add a new subsection H to read as follows:

H. *Compliance with Living Wage Ordinance.* As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

4. **All other terms and conditions of the agreement dated November 4, 2014, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: VIKING SHRED, LLC


Contractor Signature

11/02/17
Date

Jennifer Rogers
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board