AMENDMENT ONE TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND LGV CONSULTING

THIS AMENDMENT ONE TO THE AGREEMENT, entered into this 13th day of August, 2024, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and LGV Consulting, hereinafter called "Contractor";

WITNESSETH:

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 project management and consulting services on May 1, 2022; and

WHEREAS, the parties wish to amend the Agreement to increase the amount and extend the term.

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:

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit A. 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 **Two Hundred Forty-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$249,999.00)**. 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 or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

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

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **May 01, 2022, through December 31, 2024**.

- 3. Original Exhibit A, is replaced with Revised Exhibit A (rev. July 2024).
- 4. All other terms and conditions of the agreement dated May 1, 2022, between the County and Contractor not in conflict with Amendment One 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: LGV Consulting

DocuSigned by: Let Volut 13A3FB01BA47490	7/24/2024 3:04 PM PDT	Lee Violet
Contractor Signature	Date	Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

Resolution No. 080582

President, Board of Supervisors, San Mateo County

Date: August 13, 2024

ATTEST:

Clerk of Said Board

Budget - 30118

EXHIBIT A

SERVICES, PAYMENTS, AND RATES

(Revised July 2024)

1. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor will serve as liaison for the Sheriff's Office as it relates to space design and furnishings for the new Maguire Sheriff's Office Headquarters located at 330 Bradford Street, Redwood City, CA. Responsibilities include:

- A. Attend Owner Architect Contractors (OAC) meetings as required.
- B. Facilitate and coordinate meetings with Sheriff's Office Units and Bureaus and assess space need relating to furniture and finishes.
- C. Provide coordination and consultation for project assessment, evaluation, or audit.
- D. Other duties as assigned and approved in advance by the Sheriff's Office.

2. AMOUNT AND METHOD OF PAYMENT

- A. County will pay Contractor at a rate of \$175/HOUR for work performed on site and a rate of \$150/HOUR for work performed remotely.
- B. Invoicing Procedures.
 - 1.) County shall pay Contractor, upon receipt of an invoice, for services rendered. Each invoice submitted must include the following information, at a minimum:
 - Agreement number
 - Time period covered
 - Detailed statement of services/work completed for the invoiced period
- C. Contractor shall prepare and submit an invoice for payment of services rendered in accordance with the policies and procedures established by the County Controller's Office. In any event, the total payment for services of Contractor shall not exceed \$249,999. County shall have the right to withhold payment if County determines that the quality or quantity of work performed is unacceptable. Payments shall be made within 30 days from the date of the applicable undisputed invoice.