

**AMENDMENT 02 TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
EVO, LLC**

THIS AMENDMENT TO THE AGREEMENT, entered into this 13<sup>th</sup> day of August 2024, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and EVO 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-call AV/IT project management services on multiple capital construction projects in the amount not to exceed \$600,000 on April 11, 2023; and

WHEREAS, the parties amended the agreement to increase the contract value by \$25,000 for a new total contract value not to exceed amount of \$625,000; and

WHEREAS, the parties wish to amend the agreement to increase the contract value by \$82,000 for a new total contract value not to exceed amount of \$707,000; and

**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 in this Agreement 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 SEVEN HUNDRED SEVEN THOUSAND DOLLARS AND NO CENTS (\$707,000.00). 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. Original Exhibit B is replaced with Revised Exhibit B, (rev. 08/13/2024):

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

The approved maximum fiscal obligation of this agreement shall not exceed the amount of **SEVEN HUNDRED SEVEN THOUSAND DOLLARS AND NO CENTS (\$707,000.00)**.

- 3. All other terms and conditions of the agreement dated 4/11/2023, 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: EVO LLC**

DocuSigned by:



Contractor Signature

Jun-07-2024 | 14:23 PDT

Date

Mike Rypkema

Contractor Name (please print)

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**For County:**

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board