

**FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
HAMBLETON COMPLIANCE LLC**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Hambleton Compliance 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 compliance consulting services on October 8, 2021, for the term of October 1, 2021, through August 31, 2022, in an amount not to exceed \$200,000; and

WHEREAS, the parties wish to amend the Agreement to payment rate of the agreement and increase the amount of the agreement by \$50,000, to an amount not to exceed \$250,000.

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 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 TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000). 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. All invoices must be approved by the Privacy and Compliance Officer or their designee. Invoices must be sent to: SMMC-Accounts-Payable@smcgov.org. Processing time may be delayed if invoices are not submitted electronically.

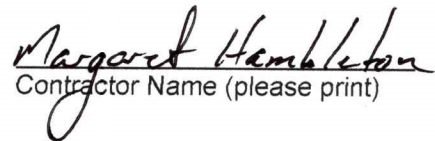
2. Original Exhibit B is hereby replaced with Revised Exhibit B, (rev. 4/5/22), a copy of which is attached hereto and incorporated into the Agreement by this reference.
3. **All other terms and conditions of the agreement, between the County and Contractor shall remain in full force and effect.**

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

For Contractor: Hambleton Compliance LLC


Contractor Signature

4/13/22
Date


Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Revised Exhibit B
(rev. 4/5/22)

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:

For the term from October 1, 2021 through March 30, 2022:

Professional fees will be based on the actual amount of time devoted to this project at a rate of \$325.00 per hour. Professional services may be performed either on-site or remotely as necessary to provide adequate and effective professional services.

For the term from April 1, 2022 through August 31, 2022:

Professional fees will be based on the actual amount of time devoted to this project at a rate of \$244.00 per hour. Professional services may be performed either on-site or remotely as necessary to provide adequate and effective professional services.