

**AMENDMENT TO AGREEMENT BETWEEN  
THE COUNTY OF SAN MATEO AND DUDEK**

THIS AMENDMENT TO THE AGREEMENT is entered into this 7th day of November, 2017, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Dudek, 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 on November 17, 2015, for the provision of grant application writing services for the term November 17, 2015, through June 30, 2016, in an amount not to exceed \$50,000; and

WHEREAS, the County exercised its option to extend the Agreement through June 30, 2017, which increased the maximum agreement amount to \$100,000; and

WHEREAS, amendment of the agreement was delayed due to ongoing discussions with the contractor and during the pendency of amendment negotiations, Dudek continued to perform services pursuant to the terms of the original agreement; and

WHEREAS, the parties wish to amend the Agreement to extend the term through June 30, 2019, and increase the amount by \$125,570 to a new maximum payment amount of \$225,570.

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

1. "Section 3. Payments" of the Agreement is amended and restated in its entirety 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 TWENTY-FIVE THOUSAND FIVE HUNDRED AND SEVENTY DOLLARS (\$225,570) for the term ending JUNE 30, 2019. 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.

2. "Section 4. Term" of the Agreement is amended and restated in its entirety to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 17, 2015 through June 30, 2019.

3. All other terms and conditions of the Agreement dated November 17, 2015, between the County and Contractor shall remain in full force and effect.
4. This Amendment constitutes the entire understanding of the parties hereto with respect to this subject matter herein and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the Parties not expressly stated in this document are not binding. All subsequent modifications of this Amendment shall not be effective unless set forth in a writing and executed by both parties.

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

For Contractor: Dudek

  
Contractor Signature

Nov. 1, 2017  
Date

**Dudek**  
**Frank Dudek**  
**President**  
Contractor Name (please print)

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board