

**AMENDMENT 1 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO
AND GRAFFITI PROTECTIVE COATINGS. INC.**

WHEREAS, The County of San Mateo (the "County") and Graffiti Protective Coatings., Inc., ("Contractor") entered into an agreement executed on March, 23, 2016, (the "Agreement") under which the Contractor agreed to provide certain graffiti removal techniques in North Fair Oaks, San Mateo County; and

WHEREAS, the parties to this Agreement now wish to amend the contract to extend its term, decrease the maximum amount payable by the County and amend the description of services to be performed by the Contractor.

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof, and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of graffiti removal services as described in Exhibit A.

* * *

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

1. Section 3 of the Agreement, Term is hereby amended in its entirety to read as follows:

3. Contract Term: The term of this Agreement shall be from April 1, 2017 to March 31, 2018, unless terminated earlier by the County.
2. Section 2 of the Agreement, Payments is hereby amended in its entirety to read as follows:

2. Payments. In consideration for the graffiti removal services provided by the Contractor detained in Exhibit A, between April 1, 2017 and October 31, 2017, The County will pay the contractor the sum of Forty Eight Thousand Eight Hundred Twenty Five dollars (\$48,825.00) within 30 days of the execution of this contract amendment.

In consideration for the graffiti removal services provided by the Contractor as detailed in Exhibit A. The County will pay a flat monthly fee to the Contract for services provided beginning November 1, 2017 through the remainder of the term of this contract, of a flat fee of five thousand (\$5,000) per month as detailed in Exhibit A. In no event shall the total payment for services under this Agreement exceed Seventy Three Thousand Eight Hundred Twenty Five Dollars (\$73,825).
3. Exhibit A, Section 2 of the Agreement, Schedule of work (first month or until completed) is deleted in its entirety.
4. Section 12 of the Agreement is amended to add paragraph H as follows: 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

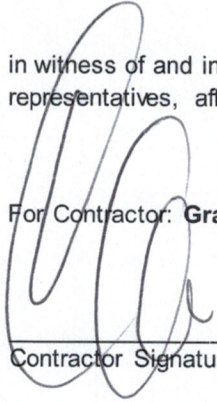
limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance

5. All other terms and conditions of the Agreement 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: **Graffiti Protective Coatings, Inc.,**



Contractor Signature

11/29/17
Date

CARLA LENHOFF
Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board