

AMENDMENT ONE

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CORA (COMMUNITY OVERCOMING RELATIONSHIP ABUSE)

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2015, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CORA, 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, on February 14, 2015, the parties entered into an Agreement (Resolution No. 073655) for the purpose of providing Emergency Response Program (ERP) services to victims of domestic violence.

WHEREAS, the parties wish to amend the Agreement to extend the term one year to June 30, 2016 and increase the amount by \$157,610 to an amount not to exceed \$315,220.

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

1. Section 3. Payments, of the agreement is hereby deleted in its entirety and replaced with the following:

3. PAYMENTS

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein 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 **THREE HUNDRED FIFTEEN THOUSAND TWO HUNDRED TWENTY DOLLARS AND ZERO CENTS (\$315,220.00)**.

2. Section 4. Term and Termination, of the agreement is hereby deleted in its entirety and replaced with the following:

4. TERM AND TERMINATION

Subject to compliance with all terms and conditions, the term of this Agreement shall be from JULY 1, 2014 through **JUNE 30, 2016**.

This Agreement may be terminated by Contractor, the Sheriff, or Sheriff's designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of

funding, Contractor shall be entitled to receive payment for work/services provided prior to termination

of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

3. Original Exhibit B is hereby deleted in its entirety and replaced with Revised Exhibit B (Revised July 2015), attached hereto and incorporated herein.
4. All other terms and conditions of the agreement dated February 14th, 2015, between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have affixed their hands

COUNTY OF SAN MATEO

*A Political Sub-division of the
State of California*

BY: _____
PRESIDENT, BOARD OF SUPERVISORS

DATE: _____

ATTEST:

BY: _____
CLERK OF SAID BOARD

CORA

BY: _____
(SIGNATURE)

_____ *Melissa Lukin* _____
(PRINTED NAME)

DATE: 10/20/15

EXHIBIT B - PAYMENTS AND RATES

(Revised July 2015)

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CORA

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

I. PAYMENT AND RATES.

A. County will pay Contractor as follows:

1. \$78,805 upon full execution of the original agreement dated February 14, 2015 and County's receipt and acceptance of invoice from Contractor;
2. \$78,805 in March 2015, upon County's receipt and acceptance of invoice from Contractor;
3. **\$78,805 upon full execution of Amendment One to the original agreement and County's receipt and acceptance of invoice from Contractor; and**
4. **\$78,805 in March 2016, upon County's receipt and acceptance of invoice from Contractor.**

B. Invoicing Procedures.

1. County agrees to pay Contractor, upon receipt of an invoice detailing tasks and services rendered under this agreement.
2. Payment shall be representative of completed tasks and services, contingent upon receipt and approval by the designated Sheriff's Office representative(s).

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 \$315,220.00**. 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.