

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ECOLAB, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this 15th day of December, 2015, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and EcoLab, Inc. 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 professional services on July 1, 2013 in the not to exceed amount of Ninety-Nine Thousand (\$99,000);

WHEREAS, the parties wish to amend the Agreement to increase the not to exceed amount to One Hundred Fifty Thousand (\$150,000).

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

1. Section 3, Sentence 4 of the agreement is amended to read as follows:

In no event shall total payment for services under this Agreement exceed One Hundred Fifty Thousand Dollars (\$150,000).

2. Section 6 is replaced with Revised Section 6:

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than \$1,000,000 in Comprehensive General Liability and Workers Compensation Coverage.

3. Section 18 Jury Service Pay Requirement is added:
Contractor shall comply with Chapter 2.85 of the County's Ordinance

Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code.

4. Original Exhibit A, Section 2, Sentence Four is replaced with Revised Exhibit A, Section 2, Sentence Four revised December 15, 2015:

Total Payment for services under this agreement shall not exceed One Hundred Fifty Thousand Dollars (\$150,000).

5. All other terms and conditions of the agreement dated July 1, 2013 to June 30, 2016 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

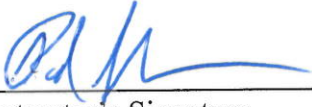
By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

EcoLab, Inc.



Contractor's Signature

| Date: 11/5/2015