

AMENDMENT ONE

TO THE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CITY OF REDWOOD CITY FIRE DEPARTMENT

THIS AMENDMENT ONE to the Agreement, entered into this 24 day of September, 2015, by and between the County of San Mateo, hereinafter called "County," and City of Redwood City Fire Department, hereinafter called "Contractor";

* * *

WHEREAS, in July 2015, the County of San Mateo entered into an Agreement (No.30000-16-D006) with the City of Redwood City Fire Department for the purpose of fire prevention services within the Sheriff's Office Homeland Security Division and Office of Emergency Services; and

WHEREAS, both parties wish to make modifications to the Agreement whereby extending the term three months to December 31, 2015 and increasing the amount by \$76,917 to an amount not to exceed \$153,834.

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 **ONE HUNDRED FIFTY-THREE THOUSAND EIGHT HUNDRED THIRTY-FOUR DOLLARS AND ZERO CENTS (\$153,834.00)**.

2. Section 4. Term, 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, 2015** through **DECEMBER 31, 2015**.

This Agreement may be terminated by Contractor, the Sheriff, or his/her 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. The last paragraph of Section 1. Amount and Method of Payment, of Exhibit B to the agreement is hereby deleted in its entirety and replaced with the following:
 - 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 **\$153,834.00**. 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.
4. All other terms and conditions of the agreement not in conflict 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

CITY OF REDWOOD CITY

BY: _____
SIGNATURE

AARON AKIN
PRINTED NAME

DATE: _____

Attest: _____
Silvia Vonderlinden, City Clerk