

**AMENDMENT NO. 2 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
REGULATORY, RISK, COMPLIANCE SPECIALISTS, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2018, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Regulatory, Risk, Compliance Specialists, 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 review and consultation services on April 11, 2017, for the term of April 1, 2017, through September 30, 2017, in an amount not to exceed \$100,000; and

WHEREAS, pursuant to Resolution Number 075429 of the San Mateo County Board of Supervisors, the parties amended the Agreement on September 12, 2017, to add additional consulting services, extend its term by 15 months through December 31, 2018, and increase the maximum amount payable by \$500,000 to an amount not to exceed \$600,000; and

WHEREAS, the parties wish to further amend the Agreement to increase the maximum amount payable by \$100,000, to an amount not to exceed \$700,000.

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

1. Section 3. Payments, of the Agreement is amended 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 SEVEN HUNDRED THOUSAND DOLLARS (\$700,000). 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. Contractor is not entitled to payment for work not performed as required by this agreement.

2. **All other terms and conditions of the agreement dated April 11, 2017, between the County and Contractor, as amended, 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: REGULATORY, RISK, COMPLIANCE SPECIALISTS, INC.

Susan Acquisto
Contractor Signature

9-6-18
Date

Susan Acquisto
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board