

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
EVO**

THIS AMENDMENT TO THE AGREEMENT, entered into this 29th day of January, 2019, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and EVO, 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 Project Management services on August 20, 2018; and

WHEREAS, the parties wish to amend the Agreement to increase the contract value.

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


1. **Section 3 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 THREE HUNDRED NINETY-NINE THOUSAND NINE HUNDRED DOLLARS (\$399,900). 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. **Original Exhibit B is replaced with Revised Exhibit B, (rev. 1/9/19).**
3. **All other terms and conditions of the agreement dated 8/20/18, between the County and Contractor shall remain in full force and effect.**

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:

	<u>1/15/2019</u>	<u>Michael J. Rypkema</u>
Contractor Signature	Date	Contractor Name (please print)

For County:

<u>Purchasing Agent Signature</u> (Department Head or <u>Authorized</u> Designee) County of San Mateo	<u>Date</u>	<u>Purchasing Agent Name (please print)</u> (Department Head or <u>Authorized</u> Designee) County of San Mateo
		<u>Purchasing Agent or <u>Authorized</u> Designee</u> Job Title (please print) County of San Mateo

Exhibit B (Revised 1/9/19)

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

Contractor shall be paid at a rate of \$200 per hour for services provided. Contractor shall invoice the County for services provided with detail on dates and hours worked and description of work provided. Contractor shall provide separate invoices for each project with a breakdown of the hours charged. County shall pay Contractor within 30 days upon receipt and acceptance of invoice. In no event shall County's total fiscal obligation under this Agreement exceed THREE HUNDRED NINTY NINE THOUSAND NINE HUNDRED DOLLARS (\$399,900).