

**AMENDMENT TWO
TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
THE COUNTY OF LOS ANGELES DEPARTMENT OF MEDICAL EXAMINER-
CORONER**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this 12th day of March, 2019, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the COUNTY OF LOS ANGELES DEPARTMENT OF MEDICAL EXAMINER-CORONER 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 gunshot residue testing services on October 1, 2017; and

WHEREAS, in November 2018, the parties amended the Agreement by increasing the amount by \$9,000 for a new total amount not to exceed \$99,000; and

WHEREAS, the parties wish to further amend the Agreement to increase the amount by \$25,000 for a new total amount not to exceed \$124,000.

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

1. Paragraph 3, Payments, is amended to read as follows:

3. Payments

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 **One Hundred Twenty-Four Thousand Dollars and Zero Cents (\$124,000.00)**. 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. Exhibit B, Payments & Rates, Section C, is hereby amended as follows:

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 **\$124,000.00**. 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.

3. All other terms and conditions of the agreement dated October 1, 2017 between the County and Contractor 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: **COUNTY OF LOS ANGELES DEPARTMENT OF MEDICAL EXAMINER-CORONER**

Wendy Myring
Contractor Signature

02/20/19
Date

Wendy Myring
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board