

**THIRD AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
DUDEK**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of May, 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Dudek, 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 on November 17, 2015 for the provision of grant application writing services for the term November 17, 2015 through June 30, 2016 in an amount not to exceed \$50,000 ("Agreement");

WHEREAS, the County exercised its option to extend the Agreement through June 30, 2017, which increased the maximum agreement amount to \$100,000;

WHEREAS, the parties entered into an Amendment to the Agreement on November 7, 2017 to extend the term through June 30, 2019 and increase the amount by \$125,570 to a maximum payment amount of \$225,570;

WHEREAS, the parties entered into a Second Amendment to the Agreement on February 25, 2020 to extend the term through June 30, 2021 and increase the amount by \$100,000 to a maximum payment amount of \$325,570; and

WHEREAS, the parties wish to further amend the Agreement to extend the term through June 30, 2022 and increase the amount by \$50,000 to a new maximum payment amount of \$375,570.

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

1. "Section 3. Payments" of the Agreement is amended and restated in its entirety 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 SEVENTY-FIVE THOUSAND FIVE HUNDRED AND SEVENTY DOLLARS (\$375,570)** for the term ending **JUNE 30, 2022**. 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.

2. "Section 4. Term" of the Agreement is amended and restated in its entirety to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 17, 2015 through June 30, 2022.

3. **All other terms and conditions of the agreement dated November 17, 2015, 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: Dudek

Joseph Monaco
Contractor Signature

5/12/2021 | 3:25:24 PM PDT

Date

Joseph Monaco

Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board