THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



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18-568 A1

**SAP Number** 

# **Land Use Services Department**

Department Contract Representative
Telephone Number

Contractor
Contractor Representative
Telephone Number

Telephone Number

Contract Term

Solution Service Service

 Contract Term
 8/13/18 through 8

 Original Contract Amount
 NTE \$3,500,000

 Amendment Amount
 \$1,750,000

 Total Contract Amount
 NTE \$5,250,000

 Cost Center
 6920001000

### **AMENDMENT NO. 1**

It is hereby agreed to amend Contract No. 18-568, effective August 13, 2020, as follows:

### **SECTION C TERM OF CONTRACT**

Section C is amended to read as follows:

This Contract is effective as of August 13, 2018 through August 12, 2021, but may be terminated earlier in accordance with provisions of this Contract.

The County and the Contractor each reserve the right to terminate the Contract, for any reason, with a ten (10) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

#### SECTION E FISCAL PROVISIONS

Paragraph E.1 is amended to read as follows:

The maximum amount of payment under this Contract shall not exceed \$5,250,000 and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

**Original Contract** 

\$3,500,000

August 13, 2018 through August 12, 2020

Amendment No. 1

\$1,750,000

Increase for August 13, 2020 through August 12, 2021

## SECTION K ELECTRONIC SIGNATURE COUNTERPARTS

Section K is added to read as follows:

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

All other terms and conditions of Contract No. 18-568 remain in full force and effect.

COUNTY OF SAN BERNARDINO	Talted	WEST CONSULTING GREET
1.11	(Print or type na	ame of corporation, company, contractor, etc.)
Curt Hagman, Chairman, Board of Super	nyienre By By	Authorized signature - sign in orde mig
	143013	
Dated:		ON BREHLER
SIGNED AND CERTIFIED THAT A COP		Print or type name of person signing contract)
DOCUMENT HAS BEEN DELIVERED T CHAIRMAN OF THE BOARD	O THE	Scharol
Lynna Monell	Title 1	(Print or Type)
Clerk of the Board of	Supervisors	(Print or Type)
of the County of San		
By	Dated:	7-14-2020
Deputy		
VACA	Address/	613 SANTA CLINA DR.
The same and the same of the s	ROSE	VILLE, CA 95261
4RDING C		7.54.7.5601
FOR COUNTY USE ONLY		
Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
1 ( 3 ( )	Devin Kaye	► Terri Rahhal
Jason Searles, Deputy County Counsel	Jevin Kaye, Assistant Director	Terri Rahhal, Director
Date 7/21/20	Date 7/21/20	Date 7/21/20