

AMENDMENT TO CONTRACT

1

The County of San Benito ("COUNTY") and First On Compliance ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated January 1, 2018.

b. Prior Amendments. (Check one.)

The initial contract previously has not been amended.

The initial contract previously has been amended. The date(s) of prior amendments are as follows:

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)

The term of the original contract is not modified.

The term of the original contract (Exhibit 1) is extended from the current expiration date of December 31, 2018, to a new expiration date of December 31, 2019.

b. Scope of Services. (Check one.)

The services specified in the original contract (Exhibit 1) are not modified.

The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

The services specified in the original contract are modified only as specified below:

The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:

(Please see Attachment A to this Amendment to Contract #1)

c. Payment Terms. (Check one.)

The payment terms in the original contract (Exhibit 1) are not modified.

The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)

The payment terms are modified only as specified below:

Modified Payment Terms:

The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:

(Please see Attachment B to this Amendment to Contract #1.)

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

One month in arrears.

Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.

The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of the original contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

a total lump sum payment of \$ _____, or

a total sum not to exceed _____,

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

B-4. SPECIAL COMPENSATION TERMS: (Check one.)

There are no additional terms of compensation.

The following specific terms of compensation shall apply:

d. **Other Terms.** (Check one.)

There are no other terms of the original contract that are modified.

Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:

Should there be any conflicting provisions between Attachment C (County's General Terms) and Attachment D (Letter from Consultant), the County's General Terms shall prevail.

3. **Other Terms.**

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

CONTRACTOR:

First On Compliance



By: David Ofwono, Director

11/14/2018

Date

COUNTY:

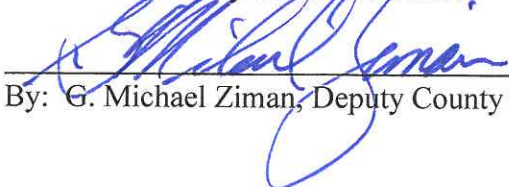
San Benito County Board of Supervisors

By: Anthony Botelho, Chair

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office



By: G. Michael Ziman, Deputy County Counsel

November 27, 2018

Date

ATTACHMENT A
Scope of Services
(Amendment to Contract #1)

CONTRACTOR, for the COUNTY'S benefit, shall provide the following services:

- 1) Instruct and provide certification for HAZER-3R First Responder Operations (FRO) Refresher Class as required by the Occupational Safety and Health Administration. Per the attached Proposal, the cost of this course will be \$2,275.00.
- 2) Instruct and provide certification for HAZER-14 Hazardous Communication Training (HAZCOM) as required by the Occupational Safety and Health Administration. Per the attached Proposal, the cost of this course will be \$3,780.00.

END OF ATTACHMENT A

ATTACHMENT B
Payment Schedule
(Amendment to Contract #1)

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- One month in arrears.
- Upon the complete performance of the services specified in Attachment A.
- The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

- a total lump sum payment of \$ _____, or
- a total sum not to exceed \$14,905.00 _____,

Comprised from the original contract amount (\$8,850.00) and Amendment #1 (\$6,055.00) for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)

- There are no additional terms of compensation.
- The following specific terms of compensation shall apply: (Specify)

END OF ATTACHMENT B.

EXHIBIT 1
TO AMENDMENT # 1

ORIGINAL
CONTRACT

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)