

**FIRST AMENDMENT AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES**

THIS FIRST AMENDMENT (hereinafter "Agreement"), entered this _____ day of _____, 2004, by and between the COUNTY OF SAN MATEO (hereinafter "County"), a political subdivision of the State of California, located at 400 County Center, Redwood City, California 94063, and DELOITTE CONSULTING LLP (hereinafter "Deloitte"), a limited liability partnership with a principal place of business located at 2868 Prospect Park Drive, Suite 400, Rancho Cordova, California 95670;

W I T N E S S E T H:

WHEREAS, Deloitte & Touche LLP and County entered into an agreement on February 25, 2003 (hereinafter "Original Agreement") for professional consultation services for a fixed number of staff hours during an anticipated period of approximately five months commencing February 4, 2003, for an amount not to exceed \$160,000; and

WHEREAS, completion of performance was prevented by reasons beyond the control of either party; and

WHEREAS, encumbered project funds have not been fully expended; and

WHEREAS, effective December 28, 2003, Deloitte & Touche LLP changed its name to Deloitte Consulting LLP, and in all other respects continues to perform according to existing agreements; and

WHEREAS, the aforementioned causes of delay no longer prevail, and the parties anticipate that the remaining work can be completed within the number of staff hours originally estimated; and

WHEREAS, the parties now desire to (1) extend the term of the Original Agreement, and (2) clarify the outstanding original tasks to be performed;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES TO AMEND THE ORIGINAL AGREEMENT AS FOLLOWS:

1. In all respects, the rights and obligations of Deloitte & Touche LLP under the Original Agreement shall be deemed assigned to Deloitte Consulting LLP; and
2. The term of the Original Agreement is extended through June 30, 2004, or until completion;
3. The statement of work remaining to be performed, in accordance with Exhibit A of the Original Agreement, is set forth in the December 10, 2003 letter from Deloitte, attached hereto and incorporated herein by reference; and

4. In all other respects, the Original Agreement, as amended herein, remains in full force and effect.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNTIL EXECUTED
BY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES.

DELOITTE CONSULTING LLP

COUNTY OF SAN MATEO

By: Kevin Anderson
Kevin Anderson
Director

By: _____
Mark Church
President, Board of Supervisors

Date: February 16, 04

Date: _____

Deloitte.

2868 Prospect Park Drive
Suite 400
Rancho Cordova, CA 95670

Tel: (916) 288-3100
Fax: (916) 288-3131
www.deloitte.com

December 10, 2003

Ms. Theresa Rabe
Deputy County Clerk-Recorder
San Mateo County
555 County Center
Redwood City, CA, 94063-1665

RE: Current Contract

Dear Ms. Rabe:

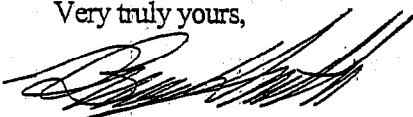
As we have discussed over the last few months, the existing contract with Deloitte & Touche was originally expected to be completed by early this past summer. However, some of the projects originally planned were delayed for reasons beyond either of our control. Since this contract was for a fixed number of professional hours from Kevin Anderson and/or Bruce Smith, we have continued to provide services to the Recorder under the original contract terms.

We expect that we will be able to provide additional value in the following areas over the next three to five months, depending upon the schedules of various county and other personnel. These projects include:

- Completion of the Vitals-Recorder project. This involves developing and implementing a schedule for the regular transfer of electronic information from Public Health's AVSS system to the Recorder; developing a method for Public Health to provide certified copies of birth and death certificates to the public; and implementing a method for Public Health to scan the birth and death certificates and transmit electronically to the Recorder.
- Document the status of the Tax Collector electronic liens processing system. This system was initially developed during the eRecording Pilot Project but was never implemented for various reasons. The current status should be documented to facilitate future implementation.
- Continue the development of the Child Support electronic recording of liens. This project has been on hold as the child support, court and district attorney resolve issues around the form of the lien and the requirements for executing the lien. As these are resolved, the next step, developing the electronic template and the method of populating the template through ePrepare can be undertaken. Our role in this process will be to work with all parties to move this forward and document the steps needed for completion.

If you have any questions, please give me a call at (916) 288-3180.

Very truly yours,



Bruce A. Smith
Project Manager

Audit. Tax. Consulting. Financial Advisory.

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
NYC-000907431-01

PRECIJER

MARSH USA INC.
1166 AVENUE OF THE AMERICAS
NEW YORK, NY 10036
Attn: (212)345-5000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

- COMPANY
A TRANSPORTATION INSURANCE CO
- COMPANY
B CONTINENTAL CASUALTY CO
- COMPANY
C N/A
- COMPANY
D VALLEY FORGE INSURANCE COMPANY

63003-CAS-03-04

INSURED

Deloitte & Touche USA LLP
10 Westport Road
P.O. Box 820
Wilton, CT 06897-0820

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GL 247869885	06/01/03	06/01/04	GENERAL AGGREGATE \$ 1,000,000
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	GL 247869806 {CANADA}	06/01/03	06/01/04	PRODUCTS - COMP/OP AGG \$ 1,000,000
B	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	GL 247869888 {PUERTO RICO}	06/01/03	06/01/04	PERSONAL & ADV INJURY \$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> HOST LIQUOR LIABILITY				FIRE DAMAGE (Any one fire) \$ 1,000,000
					MED EXP (Any one person) \$ 10,000
A	AUTOMOBILE LIABILITY	BUA 247869871 {A/S}	06/01/03	06/01/04	COMBINED SINGLE LIMIT \$ 1,000,000
B	<input checked="" type="checkbox"/> ANY AUTO	BUA 247869837 {PUERTO RICO}	06/01/03	06/01/04	BODILY INJURY (Per person) \$
B	<input type="checkbox"/> ALL OWNED AUTOS	BUA 247869787 {PHD A/S}	06/01/03	06/01/04	BODILY INJURY (Per accident) \$
A	<input type="checkbox"/> SCHEDULED AUTOS	BUA 247869854 {PARTNERS TX}	06/01/03	06/01/04	PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	<input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	\$500 DEDUCTIBLE COMP/COLL			
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 247869773 {AOS}	06/01/03	06/01/04	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
D		WC 247869823 {CA}	06/01/03	06/01/04	EL EACH ACCIDENT \$ 1,000,000
A	THE PROPRIETOR/PARTNER/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input checked="" type="checkbox"/> EXCL	WC 247869790 {HAWAII}	06/01/03	06/01/04	EL DISEASE-POLICY LIMIT \$ 1,000,000
	OTHER				EL DISEASE-EACH EMPLOYEE \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Reference: Human Services Agency

CERTIFICATE HOLDER

San Mateo County
Attn: THERESA RABE
555 COUNTY CENTER
REDWOOD CITY, CA 94063-1665

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

BY: Nancy Bartolino

Nancy Bartolino

MM/YY (3/02)

VALID AS OF: 06/02/03

SAN MATEO COUNTY
MEMORANDUM

DATE: 2-12-04

TO: Priscilla Harris Morse FAX: 363-4864 PONY: EPS 163

FROM: Assessor - Clerk - Recorder
FAX: PONY:

SUBJECT: Contract Insurance Approval

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME:

Deloitte & Touche, LLP now Deloitte Consulting LLP

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES?:

Yes, reimbursed for mileage expenses

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

Multi-national organization

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY:

Technical and project management consulting services.

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	\$1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Motor Vehicle Liability	\$1m	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional Liability		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Workers' Compensation	statutory	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

REMARKS/COMMENTS:

Priscilla Morse 2-17-04
Risk Management Signature Date

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor:

Deloitte Consulting LLP

Contact Person:

Kevin Anderson

Address:

400 Capitol Mall
Sacramento, CA

Phone Number:

916 498 7108

Fax Number: _____

II Employees

Does the Contractor have any employees? Yes _____ No

Does the Contractor provide benefits to spouses of employees? Yes _____ No

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 16 day of February, 2004 at Sacramento, CA
(City) (State)

Kevin Anderson

Signature

Kevin Anderson

Name (Please Print)

Director

Title

Contractor Tax Identification Number