

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
MICHAEL DALY**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and MICHAEL DALY, 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 Consulting Services on January 23, 2007; and

WHEREAS, the parties wish to amend the Agreement end date to December 31, 2008 and to add ONE HUNDRED SIXTY SIX THOUSAND FOUR HUNDRED DOLLARS (\$166,400) to the existing Agreement, for a total obligation of THREE HUNDRED THIRTY TWO THOUSAND EIGHT HUNDRED DOLLARS (\$332,800).

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

1. Section 3 of the Agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed THREE HUNDRED THIRTY TWO THOUSAND EIGHT HUNDRED DOLLARS (\$332,800).

2. Section 4 Paragraph 1 of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the terms of this Agreement shall be from January 23, 2007 through December 31, 2008.

3. Original Exhibit "B", Paragraph 4 is amended to read as follows:

The maximum payment for services rendered under this Agreement, including the reimbursements listed in paragraph "3" above, shall in no event exceed THREE

HUNDRED THIRTY TWO THOUSAND EIGHT HUNDRED DOLLARS (\$332,800).

4. **All other terms and conditions of the Agreement dated January 23, 2007 between the County and Contractor shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President
Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

MICHAEL DALY

Contractor's Signature

Date: _____