

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CROFT SYSTEMS, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CROFT SYSTEMS, INC. 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, dated January 23, 2007, for the purpose of providing consulting services; and

WHEREAS, on December 6, 2007, the Information Services Department CIO, approved an Amendment to the Agreement to increase the amount by TWENTY FIVE THOUSAND DOLLARS (\$25,000) and extend the term to March 31, 2008; and

WHEREAS, the parties wish to amend the Agreement to add ONE HUNDRED TWENTY FIVE THOUSAND SEVEN HUNDRED DOLLARS (\$125,700) and extend the term to September 30, 2008.

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 FOUR HUNDRED AND TWO THOUSAND ONE HUNDRED DOLLARS (\$402,100).

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

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 23, 2007 through September 30, 2008.

3. Original Exhibit "B", Paragraph 3 of the Agreement is amended to read as follows:

Contractor shall obtain approval from the Deputy Director or his designee, on all reimbursable travel and associated expenses in support of this Agreement. All travel and associated expenses will be invoiced separately with supporting documentation. Such reimbursement shall not exceed FIFTY THOUSAND DOLLARS (\$50,000).

4. Original Exhibit "B", Paragraph 4 of the Agreement 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 FOUR HUNDRED AND TWO THOUSAND ONE HUNDRED DOLLARS (\$402,100). Invoices will be approved by the Deputy Director, or his designee, and paid within 30 days from the date of receipt.

5. **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: _____
Adrienne Tissier, President
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

CROFT SYSTEMS, INC.

Contractor's Signature

Date: _____