

**AMENDMENT NO. 3 TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
COMPUCOM 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 COMPUCOM 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 for the purpose of providing contingency staffing services on February 28, 2006;

WHEREAS, the parties wish to amend the Agreement to add TWO-HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$295,000), for an amount not to exceed FIVE-MILLION SIX-HUNDRED EIGHTY-SEVEN THOUSAND DOLLARS (\$5,687,000).

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 FIVE-MILLION SIX-HUNDRED EIGHTY-SEVEN THOUSAND DOLLARS (\$5,687,000).

2. All other terms and conditions of the Agreement dated February 28, 2006, 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

COMPUCOM SYSTEMS, INC.

Contractor's Signature

Date: _____