

**AMENDMENT NO. 3 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
MARIAN REPP**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and MARIAN REPP, 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 relating to the mainframe migration on July 26, 2005;

WHEREAS, the parties wish to amend the Agreement to add ONE-HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$145,000), for a new total maximum obligation of FOUR-HUNDRED SIXTY-THREE THOUSAND FIVE-HUNDRED FORTY DOLLARS (\$463,540).

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 SIXTY-THREE THOUSAND FIVE-HUNDRED FORTY DOLLARS (\$463,540).

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

In consideration of the services provided by Contractor in Exhibit "A", County will pay Contractor an hourly rate of \$81.00. Air travel and related expenses will be invoiced separately for reimbursement. All invoices will be paid within thirty (30) days from the date of receipt of invoice. In no event shall the County's total fiscal obligation under this Agreement exceed FOUR-HUNDRED SIXTY-THREE THOUSAND FIVE-HUNDRED FORTY DOLLARS (\$463,540).

4. All other terms and conditions of the Agreement dated July 26, 2005, as amended, 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

Marian Repp

Contractor's Signature

Date: _____