

**SECOND AMENDMENT TO AGREEMENT WITH
POLITICAL SOLUTIONS, LLC**

THIS SECOND AMENDMENT TO AGREEMENT (the "Amendment"), is entered into this ___ day of July, 2014, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Political Solutions, LLC, hereinafter called "Contractor" (together the "Parties");

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, on or about May 6, 2014, the County entered into an agreement with Contractor for the provision of advocacy services in the areas of education, environment, health and hospitals, social services, and child support, among others (the "Agreement");

WHEREAS, on or about June 3, 2014, the County and Contractor executed an Amendment to the Agreement to correct a clerical error in the "not to exceed" amount set forth in the Agreement;

WHEREAS, the Parties wish to further amend the Agreement to increase the "not to exceed" amount in the Agreement by Nineteen Thousand Dollars (\$19,000) in connection with the provision of additional services by the Contractor, for a new "not to exceed" amount of One Hundred Fifty Two Thousand Three Hundred Thirty-Three Dollars (\$152,333);

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

1. The last sentence of Section 3 (Payments) is amended and restated in its entirety to read as follows:

In no event shall total payment for services under this Agreement exceed One Hundred Fifty Two Thousand Three Hundred Thirty-Three Dollars (\$152,333).

2. The last paragraph of Exhibit A, Section 2 is amended and restated in its entirety to read as follows:

The contract will be paid an amount of \$6,666.66 per month, for a period of twenty months beginning in May 1, 2014 through December 31, 2015. Additional payments for services provided by the terms of the Agreement shall be paid as invoiced by Contractor. In no event shall total payment for services under this Agreement exceed One Hundred Fifty Two Thousand Three Hundred Thirty-Three Dollars (\$152,333).

3. All other terms and conditions of the Agreement between the County and Contractor

shall remain in full force and effect.

4. This Amendment constitutes the entire understanding of the Parties hereto with respect to the amendment of the Parties' Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the Parties not expressly stated in this Amendment are not binding. All subsequent modifications to this Amendment shall not be effective unless set forth in a writing executed by both Parties.

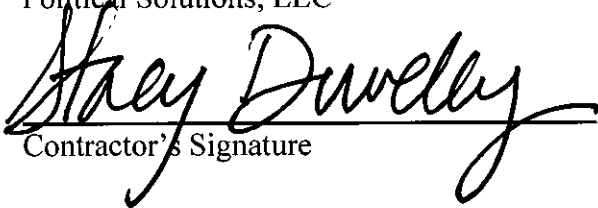
IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
County Manager

Date: _____

Political Solutions, LLC


Contractor's Signature

Date: 6/30/14