

**AMENDMENT TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
LECKEY CONSULTING, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and LECKEY CONSULTING, 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 consulting services relating to the County's Human Resources/ Payroll Information System (HR/PR IS) on January 16, 2012;

WHEREAS, the parties wish to amend the agreement, extending the term through August 31, 2012, increasing the amount by THIRTY-FIVE THOUSAND DOLLARS (\$35,000) to ONE HUNDRED THIRTY-FOUR THOUSAND NINE HUNDRED NINETY NINE DOLLARS (\$134,999).

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

1. Section 2 of the Agreement is amended to read as follows:
The term of this Agreement shall be from January 16, 2012, to August 31, 2012, unless terminated earlier by the County.
2. Section 3 of the Agreement is amended to read as follows:
In consideration of the rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", County shall make payment to Contractor in the manner specified herein and in Exhibit "A". In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. 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 total payment for services under this Agreement exceed ONE HUNDRED THIRTY-FOUR THOUSAND NINE HUNDRED NINETY NINE DOLLARS (\$134,999).
3. Section II, Amount and Method of Payment, of Exhibit "A" to the Agreement is amended to read as follows:
Contractor will be paid at a rate of \$175.00 per hour for services provided
Travel Expenses will be paid at a fixed daily amount of \$175.00
The Contractor will submit an invoice on a biweekly basis for services provided during the previous two-week period. Faxed invoices are not acceptable.

Payment will be made within Net 30 days after approval of submitted by the Contractor. The County is obligated to pay only for services rendered.

Each invoice will include the following:

- Agreement Number
- Actual services performed and amount billed
- The net amount for which payment is due

Awarding of this contract does not ensure that the County will spend the total amount of the Agreement. The County is not obligated to purchase any specific amount of services. In no event shall total payment under this Agreement exceed One Hundred Thirty Four Thousand Nine Hundred Ninety-Nine Dollars (\$134,999).

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

4. All other terms and conditions of the Agreement dated January 16, 2012, 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
*A Political Subdivision of the
State of California*

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Leckey Consulting, Inc.

Contractor's Signature

Date: _____