AMENDMENT NO. 3 TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND STEVE DUPRÉ

THIS AMENDMENT TO THE AGREEMENT, entered into this day of
, 20, by and between the COUNTY OF SAN MATEO,
hereinafter called "County," and STEVE DUPRÉ, hereinafter called "Contractor";

<u>WITNESSETH</u>:

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, as amended, for project management support related to regional radio projects and initiatives for the County of San Mateo's Information Services Department on May 9, 2011; and

WHEREAS, the parties wish to amend the Agreement to add \$100,000, for a new total obligation of \$199,000 and extend the term to June 30, 2013.

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

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

Contract Term The term of this Agreement shall be from May 9, 2011 to June 30, 2013 unless terminated earlier by the County.

2. Section 3 of the Agreement is amended to read as follows:

Payments In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, 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 total payment for services under this Agreement exceed ONE HUNDRED NINETY NINE THOUSAND DOLLARS, (\$199,000).

3. Original Exhibit A, Section 1, is amended to include, (rev. 6/2012).

The focus of this support will be on projects related to: San Mateo Interoperability Radio Communications (SMIRC), the Sam Trans Communications Migration project, and Bay Area Regional Interoperability Communication System (BayRICS) initiatives. In addition, the Contractor shall develop a succession plan and work with assigned County staff to transfer knowledge related to the role of Radio Interoperability Manager.

Contractor shall perform/provide the following:

- Develop Succession Plan/Knowledge Transfer
- **4.** Original Exhibit A, Section II, Paragraph 2, is amended to read as follows, (rev. 6/2012).

In no event shall total payment for services under this Agreement exceed ONE HUNDRED NINETY NINE THOUSAND DOLLARS (\$199,000). The County will have the right to withhold payment if the County determines that the quantity or quality of work performed is unacceptable.

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

	COUNTY OF SAN MATEO
	By: Adrienne J. Tissier, President, Board of Supervisors, San Mateo County
	Date:
ATTEST:	
By: Clerk of Said Board	
STEVE DUPRÉ	
Contractor's Signature	
Date:	