

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
MARIAN REPP**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2015, 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 related to the Criminal Justice Integration (CJI) project implementation on October 8, 2013; and

WHEREAS, the parties wish to amend the Agreement to extend the term through December 30, 2016, and to increase the Agreement amount by \$140,000 to an amount not to exceed \$470,000.

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

1. Section 3. Payments 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. County reserves the right to withhold payment if County determines that the quantity or quality of work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Four Hundred Seventy Thousand Dollars (\$470,000).

2. Section 4. Term and Termination of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 15, 2013, through December 30, 2016.

This Agreement may be terminated by Contractor, the Chief Information Officer, or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

3. Original Exhibit B is replaced with Revised Exhibit B, (rev. 11/17/2015).

In consideration of the services provided by Contractor in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms.

| | |
|------------------------------|------------------|
| Professional Services | \$470,000 |
| Rate per Hour: | \$80.00 |

The County will submit payment within Net Thirty (30) days of receipt of bi-weekly invoices.

Each invoice will include the following:

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

In no event shall total payment under this Agreement exceed Four Hundred Seventy Thousand Dollars (\$470,000).

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 October 8, 2013 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: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Marian Repp

Marian Repp
Contractor's Signature

Date: 10/20/15