

**THIRD AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
HANSEI CONSULTING**

THIS AMENDMENT TO THE AGREEMENT, dated October 28, 2013, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Hansei Consulting, 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 the development of Continuous Process Improvement (CCPI) Overview training, development of a core CCPI team, and planning/facilitation and support of CCPI work sessions on October 28, 2013; and

WHEREAS, the parties entered into Amendment 1 of the Agreement on February 25, 2014, increasing the scope of work to include additional work sessions for CCPI projects, increasing the agreement amount and extending the term through October 31, 2014; and

WHEREAS, the parties entered into Amendment 2 of the Agreement on December 9, 2014 to increase its scope to develop a custom lean training program for a cohort of County staff and provide five additional CCPI projects; increase the amount by \$435,000 for a maximum aggregate amount of \$725,985, and extending the term through December 31, 2015; and

WHEREAS, the parties wish to amend the Agreement, to extend the Lean Leadership Cohort project timeline by two weeks due to delays in the projects and to increase the amount of the contract by \$25,000 in an amount not to exceed \$750,985.

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

1. 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) hereto, County shall make payment to Contractor in the manner specified herein in Revised Exhibit A (rev. November 19, 2014). 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. County reserves the right to withhold

payment if the County determines that the quantity or quality of work performed is unacceptable. In no event shall total payment for services under this Agreement exceed SEVEN HUNDRED FIFTY THOUSAND NINE HUNDRED EIGHT-FIVE DOLLARS (750,985).

4. **All other terms and conditions of the agreement dated December 9, 2014, 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

Hansei Consulting

  
\_\_\_\_\_  
Contractor's Signature

Date: 11/11/2015