

**AMENDMENT NO. 1 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
KEVIN W. HARPER, CPA & ASSOCIATES**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2012, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and KEVIN W. HARPER, CPA & ASSOCIATES, 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 on January 24, 2012, to provide support and assistance to the Chief Financial Officer and Manager of the Accounting Department of the San Mateo Medical Center with a maximum amount of \$100,000 for the term January 1, 2012 to December 31, 2012; and

WHEREAS, the parties wish to amend the agreement to increase the maximum amount by \$140,000, for a new maximum fiscal obligation of \$240,000, and to extend the term of the agreement to December 31, 2013.

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

1. Section 2, Contract Term, of the Agreement is amended to read as follows:
 2. **Contract Term** The term of this Agreement shall be from January 1, 2012 to December 31, 2013, unless terminated earlier by the County.
2. Section 3, Payments, of the Agreement is amended to read as follows:
 3. **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 TWO HUNDRED FORTY THOUSAND DOLLARS (\$240,000).

3. Paragraph C of Section II, Amount and Method of Payment, of Exhibit "A" to the Agreement is amended to read as follows:
 - C. The term of this Agreement is January 1, 2012 through December 31, 2013. The maximum amount of the agreement is TWO HUNDRED FORTY THOUSAND DOLLARS (\$240,000), with Contractor being paid on the basis of actual number of hours worked. Invoices will be approved by the Chief Financial Officer of San Mateo Medical Center and paid within 30 days of receipt of invoice.
4. **All other terms and conditions of the agreement dated January 24, 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

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

KEVIN W. HARPER, CPA & ASSOCIATES

Kevin W. Harper
Contractor's Signature

Date: 11/8/12