

**AMENDMENT NO. 3 TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
CAROL MOREALI**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Carol Moreali, 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 review and consultation services on July 5, 2017; and

WHEREAS, the parties amended the Agreement on September 14, 2017, to add to the scope of services under the agreement and to increase the, maximum funding thereunder by \$50,000, to an amount not to exceed \$100,000; and

WHEREAS, the parties further amended the Agreement on December 12, 2017, to add additional consulting services to the scope of services, extend the term through December 31, 2018, and increasing the amount payable under the agreement by \$200,000, to an amount not to exceed \$300,000.

WHEREAS, the parties wish to further amend the Agreement, extending the term through June 30, 2019, and increasing the amount payable under the agreement by \$150,000, to an amount not to exceed \$450,000.

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

1. Section 3, Payments, of the Agreement is amended in its entirety to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement 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 the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000). If the County makes any advance payments, Contractor agrees to refund any amounts more than the amount owed by the County at the time of contract

termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement. All invoices must be approved by the Chief Financial Officer or their designee and paid within 14 days of receipt of the invoice. Invoices must be sent to: SMMC-Accounts-Payable@smcgov.org. Processing time may be delayed if invoices are not submitted electronically.

2. Section 4, Term, of the Agreement is amended in its entirety to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2017 through June 30, 2019.

3. **All other terms and conditions of the agreement dated July 5, 2017, between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Carol Moreali

Carol Moreali  
Contractor Signature

09.14.2018  
Date

CAROL MOREALI  
Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board