

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
LIEBERT CASSIDY WHITMORE**

THIS AMENDMENT TO THE AGREEMENT, entered into this 9th day of April, 2019, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Liebert Cassidy Whitmore, 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 services to assist the County on matters related to labor negotiations on November 6, 2018; and

WHEREAS, the parties wish to amend the Agreement to increase the amount of the agreement by \$100,000 for a new not to exceed amount of \$200,000 with no change to the term.

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

1. Section 3 of the agreement is amended to read as follows:

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A1, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B1. 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 the County's total fiscal obligation under this agreement exceed TWO HUNDRED THOUSAND DOLLARS (\$200,000). 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 or expiration.

2. Original Exhibits A and B is replaced with Revised Exhibits A1 and B1, (rev. 4/9/2019).

3. **All other terms and conditions of the agreement dated November 6, 2018, 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: LIEBERT CASIDY WHITMORE

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name (please print)

\_\_\_\_\_

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

**Exhibit A1 (rev. 4/9/2019)**

In consideration of the payments set forth in Exhibit B1 (rev. 4/9/2019), Contractor shall provide the following services:

Provide services and assist the County Manager, and/or his designee, in advising and consulting with the Board of Supervisors and departments on matters relating to labor negotiations, including but not limited to employment conditions and employer-employee relations.

Exhibit B1 (rev. 4/9/2019)

In consideration of the services provided by Contractor described in Exhibit A1 (rev. 4/9/2019) and subject to the terms of the Agreement, County shall pay the Contractor based on the following fee schedule and terms:

Hourly Rates:

- Partners/ \$350
- Of Counsel/ \$305
- Associates/ \$200-\$285
- Para Professionals/ \$75-\$160
- HR/Labor Relations Consultants/ \$195-\$230

Other Costs:

- Photocopies/ \$0.15 per page
- Facsimile Transmittal/ \$0.25 per page

Contractor may bill the County for services rendered. In no event will contract exceed \$200,000.