

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
AGREEYA**

THIS AMENDMENT TO THE AGREEMENT (the "Amendment"), entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and AgreeYa, 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; and

WHEREAS, the parties entered into an Agreement for the purpose of contingency staffing for County short-term IT projects or to fulfill urgent IT staffing needs until staffing can be hired under County recruitment process from October 1, 2017 through September 30, 2020 for a combined aggregate amount not to exceed \$800,000; and

WHEREAS, the parties wish to amend the Agreement to add additional funds.

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

1. Section 3 **Payments**, paragraph 2 is amended to read as follows:

Contractor acknowledges and agrees by signing this Agreement that County (Human Services Agency) has agreed to pay all contractors who provide IT contingency staffing services authorized collectively by single resolution, a copy which is attached hereto and incorporated by reference herein, an aggregate amount that shall not exceed ONE MILLION SIX HUNDRED THOUSAND DOLLARS (\$1,600,000), and that the funds available to pay each individual contractor are dependent upon the specific staffing services requested by County and the ability of each IT contingency staffing contractor to fulfill such staffing needs and individual negotiated rates that apply. Each contractor is only entitled to payment for actual costs incurred based on the rates shown in Exhibit B of its individual agreement for staffing services that have been fulfilled by request of County (Human Services Agency).

2. Section 17 **Notices**, paragraph 2 is amended to read as follows:

In the case of County, to:

Name/Title: Todd Blair, Interim Director of Administration and Information Technology

Address: 1 Davis Drive, Belmont, CA 94002
Telephone: (650) 802-5165
Email: tblair@smcgov.org

3. Exhibit A Section II., paragraph 2 is amended to read:

Danette Betancourt, Interim HR Manager
County of San Mateo Human Services Agency
1 Davis Drive,
Belmont, CA 94002
Email: dtbetancourt@smcgov.org
Phone: (650) 802-7571
Fax: (650) 631-5663

4. Exhibit B Section 4., paragraph 3 is amended to read:

Invoices submitted to:
Todd Blair
tblair@smcgov.org

5. **All other terms and conditions of the Agreement dated November 2, 2017, between County and Contractor shall remain in full force and effect.**

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

For Contractor: AgreeYa

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_____ 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