

**AMENDMENT NO. 3 OF AGREEMENT #A-11606 BETWEEN THE
COUNTY OF MONTEREY &
THE LIPMAN COMPANY**

WHEREAS, The Lipman Company (TLC), hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY" previously entered into an agreement dated December 15, 2009, for the Administration of the County of Monterey Section 125 Plan ("AGREEMENT"); and

WHEREAS, COUNTY and CONTRACTOR amended the AGREEMENT previously on April 21, 2011 via AMENDMENT NO. 1 and on March 21, 2012 via AMENDMENT NO. 2; and

WHEREAS, COUNTY and CONTRACTOR wish to increase the total amount of the Agreement and extend the term on a month to month basis through and including September 30, 2013; NOW THEREFORE,

For valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. Section 2, "PAYMENTS BY COUNTY" shall be amended by removing "The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$125,000" and replacing it with "The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$150,000";
2. Section 3, "TERM OF AGREEMENT" shall be amended by removing "The term of this Agreement is from signing of Agreement and shall continue on a month to month basis as needed through and including September 30, 2012 ...are no longer needed.", and replacing it with: "The term of this Agreement is from signing of Agreement and shall continue on a month to month basis as needed through and including September 30, 2013 while the County publicly solicits for a new contract. County shall notify CONTRACTOR when a tentative selection has been made for the new contract and shall provide a minimum of thirty (30) days advance notice if and when County deems CONTRACTOR'S services are no longer needed.";
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 3 TO AGREEMENT #A-11606, and shall continue in full force and effect as set forth in the AGREEMENT;
4. A copy of this AMENDMENT NO. 3 shall be attached to the original AGREEMENT dated December 15, 2009.

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AMENDMENT NO. 3 as follows:

COUNTY OF MONTEREY

CONTRACTOR

Contracts/Purchasing Officer

Dated:

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated:

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

Deputy County Counsel

Dated:

By: 
Signature of Chair, President, or Vice-President

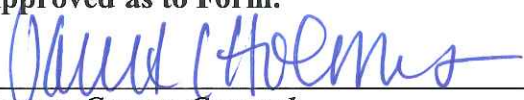
MARY TARELL / VP
Printed Name and Title

Dated: 8/21/2012

By: 
*(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)**

MARGARET EPSTEIN
Printed Name and Title

Dated: 8/21/2012



9-10-12

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Amendment.