

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
CLERITY SOLUTIONS, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CLERITY SOLUTIONS, INC., 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 the migration of the County's Criminal Justice Information Systems (CJIS) from the County's mainframe system, on October 2, 2007; and

WHEREAS, the parties wish to amend the Agreement to add \$299,260 for a new total obligation of \$4,028,527.

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

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

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit "A", County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B". 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 the County's total fiscal obligation under this Agreement exceed FOUR MILLION TWENTY EIGHT THOUSAND FIVE HUNDRED TWENTY SEVEN DOLLARS (\$4,028,527).

2. **All other terms and conditions of the Agreement dated OCTOBER 2, 2007, as amended, 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: _____
Adrienne J. Tissier, President,
Board of Supervisors, San Mateo County

Date: _____

CLERITY SOLUTIONS, INC.

Contractor's Signature

Date: _____