

**AMENDMENT NO. 2 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
BCE SOFTWARE, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and BCE SOFTWARE, 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 consulting services relating to the mainframe migration project on April 21, 2008;

WHEREAS, the parties wish to amend the Agreement (1) to add up to ONE-HUNDRED TWENTY-THOUSAND DOLLARS (\$120,000), for a new total maximum fiscal obligation of TWO-HUNDRED NINETEEN THOUSAND DOLLARS (\$219,000), and (2) to extend the term of the Agreement to September 30, 2009.

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

1. Section 2 of the Agreement is amended to read as follows:

The term of this Agreement shall be from April 21, 2008 to September 30, 2009, unless terminated earlier by the County.

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

In consideration of the rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", County shall make payment to Contractor in the manner specified herein and in Exhibit "A". 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. 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 total payment for services under this Agreement exceed TWO-HUNDRED NINETEEN THOUSAND DOLLARS (\$219,000).

3. The third paragraph of Section II, Amount and Method of Payment, of Exhibit "A" to the Agreement is amended to read as follows:

In no event shall the total payment for services under this Agreement exceed TWO-HUNDRED NINETEEN THOUSAND DOLLARS (\$219,000). The County has the right to withhold payment if the County determines that the quality of work performed is unacceptable.

4. **All other terms and conditions of the Agreement dated April 21, 2008, 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 Tissier, President,
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

BCE Software, Inc.

Contractor's Signature

Date: _____