

**AMENDMENT NO. 2 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
MAXONIC MILESTONE MANAGEMENT**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2009, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Maxonic Milestone Management 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 Internet and Intranet system administration on October 12, 2008;

WHEREAS, the parties wish to amend the Agreement to add up to SIXTY-THREE THOUSAND DOLLARS (\$63,000), for a new total maximum fiscal obligation of ONE HUNDRED THIRTY-EIGHT THOUSAND DOLLARS (\$138,000).

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

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

In consideration of the services 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 ONE HUNDRED THIRTY-EIGHT THOUSAND DOLLARS (\$138,000).

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

PROFESSIONAL SERVICES \$138,000

County will pay Contractor at the rate of \$85 per hour. Contractor will invoice on a weekly basis. The County will submit payment within thirty (30) days of receipt of invoice.

In no event shall the total payment for services under this Agreement exceed ONE HUNDRED THIRTY-EIGHT THOUSAND DOLLARS (\$138,000). The County has the right to withhold payment if the County determines that the quality of work performed is unacceptable.

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

4. **All other terms and conditions of the Agreement dated October 12, 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: _____
Mark Church, President,
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Maxonic Milestone Management

Contractor's Signature

Date: _____