

**AMENDMENT No. 2 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
COMPUCOM SYSTEMS, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20 ____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and COMPUCOM SYSTEMS, 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, dated December 9, 2008, for the purpose of providing contingency staffing services; and

WHEREAS, the parties wish to amend the Agreement to add up to ONE MILLION DOLLARS, (\$1,000,000), for a new total maximum obligation of FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS (\$4,500,000).

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

1. Paragraph 3 of the Agreement- Payments is amended 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 FIVE HUNDRED THOUSAND DOLLARS (\$4,500,000).
- 1a. Paragraph 3 of the Exhibit B- Payments and Rates is amended as follows:
In no event shall the total payment for the services under this Agreement exceed \$4,500,000. The County will have the right to withhold payment if the County determines that the quantity or quality of work performed is unacceptable.

2. All other terms and conditions of the Agreement dated December 9, 2008, 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

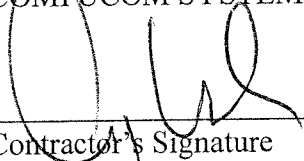
By: _____
Richard S. Gordon, President,
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

COMPUCOM SYSTEMS, INC.



Contractor's Signature

Date: 1/13/2010

**AMENDMENT No. 2 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
STRATEGIC STAFFING SOLUTIONS**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and STRATEGIC STAFFING SOLUTIONS, 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, dated December 9, 2008, for the purpose of providing contingency staffing services; and

WHEREAS, the parties wish to amend the Agreement to add up to ONE MILLION DOLLARS, (\$1,000,000), for a new total maximum obligation of FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS (\$4,500,000).

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

- 1.** Paragraph 3 of the Agreement- Payments is amended 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 FIVE HUNDRED THOUSAND DOLLARS (\$4,500,000).
- 1a.** Paragraph 3 of the Exhibit B- Payments and Rates is amended as follows:
In no event shall the total payment for the services under this Agreement exceed \$4,500,000. The County will have the right to withhold payment if the County determines that the quantity or quality of work performed is unacceptable.

2. All other terms and conditions of the Agreement dated December 9, 2008, 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: _____
Richard S. Gordon, President,
Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

STRATEGIC STAFFING SOLUTIONS



Contractor's Signature

Date: 1-25-10