

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
HANSEI CONSULTING**

THIS SECOND AMENDMENT TO THE AGREEMENT dated October 28, 2013, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Hansei Consulting, hereinafter called "Contractor" is entered into this ____ day of _____, 20____;

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 development of Continuous Process Improvement (CCPI) Overview training, development of a core CCPI team, and planning/facilitation and support of CCPI work sessions on October 28, 2013; and

WHEREAS, the parties entered into Amendment 1 of the Agreement on February 25, 2014, increasing the scope of work to include additional work sessions for CCPI projects, increasing the agreement amount and extending the term through October 31, 2014

WHEREAS, the parties wish to further amend the Agreement to increase its scope to develop a custom lean training program for a cohort of County staff and provide five additional CCPI projects; increase the amount by \$435,000 for a maximum aggregate amount of \$725,985, and extend the term through December 31, 2015.

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

1. Section 2 of the agreement is amended and restated in its entirety as follows:

Contract Term. The term of the Agreement shall be from October 28, 2013 through December 31, 2015 unless terminated earlier by the County.

2. Section 3 of the agreement is amended and restated in its entirety as follows:

Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and any exhibit(s) or attachment(s) hereto, County shall make payment to Contractor in the manner specified herein in Revised Exhibit A (rev. November 19, 2014). 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. County reserves the right to withhold payment of the County determines that the quantity or quality of work performed is unacceptable. In no event shall total payment for services under this Agreement exceed SEVEN HUNDRED TWENTY-FIVE THOUSAND NINE HUNDRED EIGHTY-FIVE DOLLARS (\$725,985).

3. Original Exhibit A is and Revised Exhibit A (rev. February 14, 2014) are hereby replaced with Revised Exhibit A, (rev. November 19, 2014). If any terms, conditions, or provisions of Revised Exhibit A (rev. November 19, 2014) contradict the terms of sections 1-21 of the original agreement (not including the original Exhibit A), then the terms of the original agreement shall prevail.
4. All other terms and conditions of the Agreement dated October 28, 2013, as amended by Amendment 1 to Agreement dated February 25, 2014, between the County and Contractor shall remain in full force and effect.
5. This Second Amendment constitutes the entire understanding of the parties hereto with respect to the second amendment to the parties' October 28, 2013, Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the Parties not expressly stated in this document are not binding. All subsequent modifications of this Second Amendment shall not be effective unless set forth in a writing and executed by both parties.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

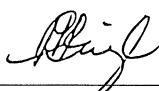
By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Hansei Consulting



Contractor's Signature

Date: 12/1/14