

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
TRIMBLE NAVIGATION LIMITED, SUCCESSOR IN INTEREST TO
MANHATTAN SOFTWARE INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this 15 day
of August, 2014, by and between the COUNTY OF SAN MATEO,
hereinafter called "County," and TRIMBLE NAVIGATION LIMITED,
SUCCESSOR IN INTEREST TO MANHATTAN 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, in May, 2010, the County entered into an agreement with Manhattan Software for the implementation of CenterStone, a Facility Management application.

WHEREAS, in 2013, the parties entered into a renewal agreement for Centerstone Platform Software as a Service (SaaS), an Integrated Workplace Management System (IWMS); and

WHEREAS, in April 2014, the parties amended the agreement to increase the not to exceed amount by \$7,875, for a not-to-exceed amount of \$99,525; and to modify the scope of work to add the automated integration of Human Resources data into the IWMS; and

WHEREAS, the parties wish to amend the Agreement to extend the term to February 9, 2016, and add \$45,825 for a new total fiscal obligation of \$145,350.

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

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

Contract Term: The term of this Agreement shall be valid from February 10, 2013 through February 9, 2016, unless terminated earlier by the County in accordance with Section 10 below.

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

Payments: In consideration of the services rendered in accordance with all terms, condition, and specifications set forth herein, County shall, upon execution

of this Amendment and receipt of invoice, make a payment of \$45,825 (Forty Five Thousand Eight Hundred Twenty Five Dollars) to Contractor. The not-to-exceed amount of this Agreement is \$145,350 (One Hundred Forty Five Thousand Three Hundred Fifty Dollars). County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

A further renewal beyond the one-year extension of the Agreement shall be limited to a three-year period, and contingent on County's approval, shall have the annual cost adjusted to the lesser of current CPI index or 5%.

3. Section 20 is added to the agreement to read as follows:

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

4. All other terms and conditions of the agreement dated July 30, 2013, as amended March 24, 2014, 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

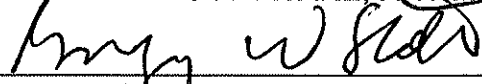
By: _____
President, Board of Supervisors,
San Mateo County

ATTEST:

Date: _____

By: _____
Clerk of Said Board

MANHATTAN SOFTWARE, A TRIMBLE COMPANY



Contractor's Signature

Date: 1/13/15