

**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 _____ day of _____, 20____, 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; and

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, on January 27, 2015, the parties amended the agreement to extend the term to February 9, 2016; and add \$45,825, for a new total fiscal obligation of \$145,350; and

WHEREAS, the parties wish to amend the agreement to extend the term to February 8, 2019; and add \$147,354, for a new total fiscal obligation of \$292,704.

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 8, 2019, 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, conditions, and specifications set forth herein, County shall, upon execution of this amendment and receipt of invoice, make quarterly payments to Contractor. The not-to-exceed amount of this amended agreement is \$292,704 (Two Hundred Ninety Two Thousand Seven Hundred Four Dollars). County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

3. All other terms and conditions of the agreement dated July 30, 2013, as amended March 24, 2014 and January 27, 2015, 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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

TRIMBLE NAVIGATION LIMITED



Contractor's Signature

Date: 1/11/16