

**AMENDMENT NO. 2 TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
AVOCETTE TECHNOLOGIES**

THIS AMENDMENT NO. 2 TO THE AGREEMENT, entered into this 1<sup>st</sup> day of January 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Avocette Technologies, 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 for the purpose of providing support services for the Accela permit tracking system on January 24, 2017 for an amount not-to-exceed \$180,000 and a term extending to January 23, 2020; and

WHEREAS the parties executed Amendment No. 1 to include the provision of technical services for the Menlo Park Fire Protection District's Accela System, increasing the budget by \$200,000, for a not-to-exceed contract amount of \$380,000;

WHEREAS, the parties wish to amend the Agreement by increasing the budget by \$465,750, for a new not-to-exceed amount of \$845,750, and extending the term through January 31, 2021.

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

1. Section 3. "Payments" is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed \$845,750. 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 or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. Section 4. "Term" is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 24, 2017, through January 31, 2021.

3. Exhibit B is being replaced in its entirety with Exhibit B (rev 3.6.2020 as attached to this amendment).
  
4. **All other terms and conditions of the agreement dated January 24, 2017 between the County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **AVOCETTE TECHNOLOGIES, INC**



\_\_\_\_\_  
Contractor Signature

March 23, 2020  
Date

Avocette Technologies Inc.  
Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

**Exhibit B (Revised)**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

January 2017 through July 2018	\$5,000 flat monthly fee for 40 hours of dedicated time, \$125 per hour for additional hours
August 2018 through January 2021	\$125 per hour for professional services on an as-needed basis