County of Santa Clara – Amendment to Service Agreement

This is an amendment to an existing agreement that has not expired

P.O. No.: 430006211 | Amendment No.: 3 | Effective Date: (Procurement Dept. Use Only)

Maximum Financial Obligation: $410,000.00 | New Contract Amount: $575,000
Prior to this Amendment | If dollar amount is changing

Contract was set to Terminate on: 6/30/2012 | New Termination Date: 6/30/2013

Changes to the contract amount and term date must be explained on Page 2

For County Use Only – SAP

<table>
<thead>
<tr>
<th>Account Assignment</th>
<th>General Ledger</th>
<th>Cost Center</th>
<th>Amount</th>
<th>WBS</th>
<th>Internal Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>Line 1</td>
<td>H</td>
<td>5255500</td>
<td>1107</td>
<td>165,000.00</td>
<td></td>
</tr>
<tr>
<td>Line 2</td>
<td>H</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PARTIES TO AGREEMENT

CONTRACTOR

Legal notices pertaining to this agreement will be sent to the name, address and contact person below:

Name: McCorquodale Corporation
Contact Person: Jean McCorquodale
Address: 473 Mahoney Drive
City/State/Zip: San Jose, CA 95127
Telephone: 408/259-4740
SCC Vendor No. (SAP): 1006144

COUNTY of SANTA CLARA

Mail Invoices to County of Santa Clara at:

Agency/Dept.: Office of the County Executive
Contract Monitor: George Doorley
Address: 70 W. Hedding St., 11th Floor
City/State/Zip: San Jose, CA 95110
Telephone: 408/299-5141
Fax: 408/297-4698
Fiscal Contact: George Doorley 408/299-5141

SIGNATURES

GEORGE M. SHIRAKAWA | Lynn Regananz
PRESIDENT | Interim Clerk of the Board
Board of Supervisors

Contractor:
Procurement:
Agency/Dept. Manager:
Agency/Department Fiscal Officer:
County Counsel:
Officer of the County Executive:

Date: 5/25/12
Date:
Date:
Date: 5/22/2012
Date:

Approved
County of Santa Clara – Amendment to Service Agreement

REASON(S) FOR AMENDING THE SERVICE AGREEMENT

Reasons for amending a Service Agreement include changing the expiration date, scope of services, maximum contract amount, or other terms and conditions of the contract. If necessary, attach additional documentation to this amendment.

☐ Amend term of agreement: Reason: Per Board Approval, contract term extended to 6/30/13

☐ Amend scope of service: Attach amended scope of service or explain below

Reason:

☐ See Attachment _____ attached hereto and incorporated herein by this reference

A new Agreement should be created if the scope of service is significantly modified or expanded.

Explain why there is an increase in price, where there is no change in scope of service or term date:

Per Board Approval, amendment adds $165,000 for services during FY 2013.

☐ Amend amount of agreement as follows:

<table>
<thead>
<tr>
<th></th>
<th>Maximum Financial Obligation: (Same as on page 1)</th>
<th>$ 410,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Requested amount to be amended:</td>
<td>$ 165,000.00</td>
</tr>
<tr>
<td>B.</td>
<td>Revised maximum contract amount: (A + B will equal C)</td>
<td>$ 575,000.00</td>
</tr>
</tbody>
</table>

CONTRACT HISTORY
If agreement covers services that occur in more than one fiscal year, enter information below.

Total financial obligation from prior fiscal year(s) $ 410,000.00 (FY10-FY12)

Financial obligation in current fiscal year $ 165,000.00 (FY13)

☐ Other (Explain other changes here or attach a memo) Contractor and County agree to the additional terms set forth on Exhibit A, attached to this Amendment and incorporated by this reference.

Insurance

☐ Insurance does not require changes

☐ Insurance Exhibit is replaced by Exhibit B- _____ due to this amendment
A. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS
Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

B. COUNTY NO-SMOKING POLICY
Contractor and its employees, agents and subcontractors, shall comply with the County’s No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

C. BUDGETARY CONTINGENCY
This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.