

**AMENDMENT #5 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
COMPUCOM SYSTEMS, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2016, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and COMPUCOM, 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 professional services for an IT Service Management (ITSM) System Administrator; and

WHEREAS, the parties wish to amend the Agreement for continued professional services of an ITSM System Administrator for the ServiceNow application, increasing the Agreement amount by \$174,720 to a new not to exceed amount of \$438,323, and extending the term through May 31, 2017.

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

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

In consideration of the services provided by Contractor in accordance with all terms, and conditions, and specification set forth herein 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 after written notice to Contractor and Contractor's failure to cure the unacceptable work within thirty (30) days after receipt of said written notice. In no event shall County's total fiscal obligation under this Agreement exceed Four Hundred Thirty Eight Thousand Three Hundred Twenty Three Dollars (\$438,323).

2. Section 4. Term and Termination of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 15, 2014, through May 31, 2017.

This Agreement may be terminated by Contractor, the Chief Information Officer, or

his/her designee at any time without a requirement of good cause upon thirty (30) days written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided and incurred expenses previously approved by County up to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

3. The following is added to Exhibit A of the Agreement and is to read as follows:

Service Level Management:

Contractor shall use commercially reasonable efforts to adhere to Service Level Targets as defined in the table below, during hours when Contractor is working for the County. All ticket status and calculation for resolution levels will be aligned to the County's current ticket classification structure. As such calculation terms may vary from this document, the County will approve all final calculations.

Service Level Targets:

Name	Duration	Table	Schedule
P2 High - Resolution SLA	8 hours	incident	8-5 PT weekdays excluding holidays
P3 Medium - Resolution SLA	3 days	incident	8-5 PT weekdays excluding holidays
P4 Low - Resolution SLA	5 days	incident	8-5 PT weekdays excluding holidays

Contractor shall provide a monthly SLA report to the County of all Contractor assigned tickets that have SLA's attached to them.

Performance Reporting:

Contractor Account Manager shall immediately notify the County when the hours utilized for any month has reached 96 hours. In addition, Contractor will provide a monthly report due by the 7th day of every month following the month service was provided detailing the amount of System Administration hours utilized for that month based on the original Agreement dated September 10, 2014.

4. **All other terms and conditions of the Agreement dated, September 10, 2014, and as amended, 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

COMPUCOM SYSTEMS, INC.

DocuSigned by:
John Carmain

Contractor's Signature

Date: 4/26/2016 _____