

**FOURTH AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
INSIGHT PUBLIC SECTOR, INC.**

THIS FOURTH AMENDMENT TO THE AGREEMENT, is entered into this day of May 2, 2025, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Insight Public Sector, Inc., hereinafter called "Contractor"; County and Contractor may be collectively referred to herein as "Parties" and individually as a "Party."

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; and

WHEREAS, on July 1, 2020, the Parties entered into that certain Agreement for Contractor to provide services related to the County Controller's cloud hosted Property Tax System (the "Agreement"); and

WHEREAS, on January 19, 2022, the Parties amended the Agreement (the "First Amendment") to modify the server hardware specifications provided and to increase the limit of the County's total payment obligation under the Agreement by TWENTY THOUSAND, NINE HUNDRED SEVENTY-NINE DOLLARS AND SEVENTY CENTS (\$20,979.70) for a total not to exceed the amount of ONE MILLION, EIGHT HUNDRED AND TWELVE THOUSAND, NINE HUNDRED SIXTY-SEVEN DOLLARS AND NINETY-THREE CENTS (\$1,812,967.93);

WHEREAS, on May 25, 2022, the Parties amended the Agreement for a second time (the "Second Amendment") to increase additional disk space capacity of the servers, to provide virtual firewall network services and to increase the limit of the County's total payment obligation under the Agreement by an additional NINETY-FOUR THOUSAND, THREE HUNDRED FIFTY THREE DOLLARS AND FORTY CENTS (\$94,353.14) for a total not to exceed amount of ONE MILLION, NINE HUNDRED SEVEN THOUSAND, THREE HUNDRED AND TWENTY-ONE DOLLARS AND SEVEN CENTS (\$1,907,321.07);

WHEREAS, on July 1, 2024, the Parties amended the Agreement for a third time (the “Third Amendment”) to increase the County’s bandwidth resources from 20 Mbps to 100 Mbps and to increase the limit of the County’s total payment obligation under the Agreement by THREE THOUSAND, SEVEN HUNDRED THIRTY DOLLARS AND FORTY CENTS (\$3,730.40) for a total not to exceed amount of ONE MILLION, NINE HUNDRED ELEVEN THOUSAND, FIFTY-ONE DOLLARS AND FORTY-SEVEN CENTS (\$1,911,051.47); and

WHEREAS, the Parties now wish to amend the Agreement for a fourth time (the “Fourth Amendment”) to extend the contract term for an extended term of six months, upgrade to IBM Power 10 series hardware and increase the County’s total payment obligation under the Agreement by TWO HUNDRED TWENTY THOUSAND, EIGHT HUNDRED FORTY-EIGHT DOLLARS AND NINETY-FOUR CENTS (\$220,848.94) for a total not to exceed amount of TWO MILLION, ONE HUNDRED THIRTY-ONE THOUSAND, NINE HUNDRED DOLLARS AND FORTY-ONE CENTS (\$2,131,900.41), and make such other amendments as set forth herein.

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

1. Section 3 of the Agreement is amended and restated in its entirety to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specification set forth in this Agreement and in Exhibit A, as amended, County shall make payment to Contractor based on the rates and in the manner specified in Revised Exhibit B-4 (rev. May 2025). County reserves the right to withhold payment if County determines that the quantity or quality of the work performed breaches the representations and warranties in this Agreement or otherwise fails to deliver the services in accordance with the terms, conditions, and specifications of the Agreement, as amended. In no event shall County’s total fiscal obligation under this Agreement, as amended, for the first three years, i.e., through June 30, 2023, exceed ONE MILLION ONE HUNDRED AND THIRTY THOUSAND, FIFTY-EIGHT DOLLARS AND SEVENTY-FIVE CENTS (\$1,130,058.75).

In the event that the County exercises its one-year renewal option, the County’s total fiscal obligation under this Agreement, as amended, from the term of July 1, 2020 to June 30, 2024, shall not exceed ONE MILLION, FIVE HUNDRED AND EIGHTEEN THOUSAND, SIX HUNDRED EIGHTY-NINE DOLLARS AND NINETY-ONE CENT (\$1,518,689.91).

In the event the County exercises its two, one-year renewal options, the County’s total fiscal obligation under this Agreement, as amended, from the term of July 1, 2020 to June 30, 2025 shall not exceed ONE MILLION, NINE HUNDRED ELEVEN THOUSAND, FIFTY-ONE DOLLARS AND FORTY-SEVEN CENTS (\$1,911,051.47).

For the Extended Term (as defined herein), the County’s total fiscal obligation under this Agreement shall not exceed TWO HUNDRED TWENTY THOUSAND, EIGHT HUNDRED

FORTY-EIGHT DOLLARS AND NINETY-FOUR CENTS (\$220,848.94) and the County's total fiscal obligation under this Agreement, as amended, from the term of July 1, 2020 through the end of the Extended Term shall not exceed TWO MILLION, ONE HUNDRED THIRTY-ONE THOUSAND, NINE HUNDRED DOLLARS AND FORTY-ONE CENTS (\$2,131,900.41).

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 of the Agreement is amended to add the following provision after the first paragraph:

Notwithstanding anything to the contrary herein, the Parties agree that following the extension of the term through June 30, 2025, the term of the Agreement shall be automatically extended for the period from July 1, 2025 through and including December 31, 2025 pursuant to all the terms and conditions set forth herein (the "Extended Term").

3. Exhibit A of the Agreement is amended to add the following provision number 16 under Tasks/Responsibilities, General:

16) Upgrade from Power 8 to Power 10 series hardware by August 31, 2025.

4. Exhibit B-3 of the Agreement is hereby amended, restated and replaced with Revised Exhibit B-4 (May 2025), which is attached hereto and incorporated by the reference herein.
5. **All other terms and conditions of the Agreement, as amended, 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: INSIGHT PUBLIC SECTOR, INC.

Stephen W. Moss
Stephen W. Moss (May 9, 2025 15:43 EDT)
Contractor Signature

05/09/2025
Date

Stephen W. Moss
Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Revised Exhibit B-4 (May 2025)

In consideration of the services provided by Contractor described in Exhibit A as amended by this Fourth Amendment and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms.

MONTHLY RECURRING CHARGE, IMPLEMENTATION FEE, AND ADDITIONAL SERVICE RATES

MONTHLY RECURRING CHARGE for the period beginning of the July 1, 2025 through the term of this agreement. Contractor assumes managed responsibilities of this agreement on this date provided system is in the Contractor facility and County's implementation obligations have been completed.

MONTHLY RECURRING CHARGE (MRC) Effective with the Fourth Amendment, the total MRC will include the costs for disk space increases for 16GB and the costs for network service - virtual firewall described in below in, Sections A and B under "Additional Storage and Processing." Thus, the monthly charge will be \$32,191.01. This will be the MRC thereafter implementation (six-month term ending December 31, 2025). Shall the RAM be increased to 24GB upon request, the new MRC will be \$32,691.49 thereafter implementation.	\$32,191.01
NON-RECURRING CHARGE (NRC) As-Needed Additional Services (e.g. upgrades).	\$50,000
NON-RECURRING CHARGE (NRC) One Time Implementation Fee due upon implementation of IBM Power 10 server upgrade Project Fee \$6,200.00 Monthly Fee during project <u>\$18,500.00</u> Total one time cost \$24,700.00	

MRC

- MRC fees to commence upon execution of contract. Total six month MRC fees not to exceed \$196,148.94.

NRC

- \$24,700.00 will be paid upon completion and availability of implementation of Power 10 server hardware.
- \$50,000 this amount is an amount for payment for As-Need Additional services, as approved by the County in advance, including future upgrades, and other technical support that are not otherwise covered in the services listed in this Exhibit A. Prior to commencing any As-Needed Additional services, Contractor will provide the County with a written statement of work itemizing the proposed additional services and associated costs. That must be approved and agreed upon by the County. County is not responsible for As-Needed Additional Services that are not pre-approved and agreed in writing by County.

AS-NEEDED ADDITIONAL SERVICE RATES

The following rates shall apply for all As-Needed Additional Services rendered based on the resource providing the Service:

1. iSeries Consultant \$200 per man hour
2. Program Application Consultant \$175 per man hour
3. Senior Network / Unified Communications Consultant \$175 per man hour
4. Network Engineer \$150 per man hour
5. Ad-hoc remote support services \$125 per man hour

Unless otherwise defined in this Agreement, As-Needed Additional Services to be performed will be during normal Contractor business hours, Monday through Friday 8:00am to 6:00pm, respective of time zone where work is performed, except for holidays, and mutually agreed upon periods. All work performed after hours, defined as those hours outside of these Business Hours, must be approved by the County in advance and shall be billed at 1.5 times the applicable rate above.

Major project work, such as version upgrades or new implementations, will require County's approval of a statement of work, to include scope of work, negotiated costs and timeline, required to complete the project.

SERVICE CREDITS

In the event of a failure by Contractor to meet the Service Availability and Service Response minimums as set forth in the SLA, at County's request, Contractor shall provide service credits in accordance with the following matrix:

- A. First (1) month of missed availability or response minimum: The parties shall meet to discuss possible corrective actions
- B. Second (2) time in a twelve-month period of missed availability or response minimum: 10% of the MRC (listed above) paid for the applicable month for the affected Service
- C. Third (3) time in a twelve-month period of missed availability or response minimum: 20% of the MRC (listed above) paid for the applicable month for the affected Service
- D. Fourth (4) or more occurrences in a twelve-month period of missed availability or response minimum: 30% of the MRC (listed above) paid for the applicable month for the affected Service

ADDITIONAL STORAGE AND PROCESSING

If additional disk storage or processing power is required to meet the agreement services up to 20% increase will be added at no cost. Increases above this threshold will be at the following monthly recurring rates (no setup or installation charges for the additional increases):

	Increase	Production	DR/HA	HA & Prod Combo
CPW	Per 100 CPW	\$31.00	\$27.90	\$58.90
Memory	Per 4 GB	\$132.00	\$118.80	\$250.80
Disk	100 Per GB	\$37.00	\$33.30	\$70.30

A. COSTS FOR DISK SPACE INCREASES FOR 16GB AND 24GB

Costs for increased disk space and memory will be billed based on actual increased space as follows below **and are included in the Monthly Recurring Charge (MRC)**:

Server	Total Size (in GB)	Add More Space in GB	New Size		16GB RAM Monthly	24GB RAM Monthly
SMCDVALB -- New Albany	4342	1005.77	5347.77	1005GB DISK	\$ 431.14	\$ 556.26
SMCTWEB1 -- New Albany	305	100	405	100GB DISK	\$ 268.24	\$ 393.36

SMCDVALB -- Roswell	4342	1005.77	5347.77	1005GB DISK	\$ 431.14	\$ 556.26
SMCTWEB1 -- Roswell	305	100	405	100GB DISK	\$ 268.24	\$ 393.36
Total Not-To-Exceed Per Six-Months					\$ 8,392.56	\$ 11,395.44

B. COSTS FOR NETWORK SERVICE – VIRTUAL FIREWALL

Costs below are included in the Monthly Recurring Charge (MRC):

Description of Services	Quantity	Monthly Fees	Months	Subtotal
Monthly Fees For Network Services:				
Virtual Firewall – ASA (Per Instance) includes compute, IP, address, server licenses, data storage and Internet Period: July 1, 2025 to December 31, 2025	2	\$742.30	6	\$ 4,453.80
Total Not-to-Exceed Fees				\$ 4,453.80

The total not-to-exceed amount for both services (COSTS FOR DISK SPACE INCREASES FOR 16GB AND 24GB) and COSTS FOR NETWORK SERVICE – VIRTUAL FIREWALL) is \$15,849.24.

The County's total fiscal obligation shall not exceed the amounts set forth in Section 3 of the Agreement, as amended by this Fourth Amendment.

TRAVEL EXPENSES

Any travel expenses must be approved by the County in advance of the expense and must be within the provisions of the County's travel and expense policy.

Insight Contract Amendment 4

Final Audit Report

2025-05-09

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