

**AMENDMENT TO AGREEMENT BETWEEN
THE COUNTY OF SAN MATEO AND
PERATON INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this first day of July 2023, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PERATON 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 maintenance and support services for the Message Switch and Computer Aided Dispatch (CAD) on May 15, 2017; and amended the Agreement on September 25, 2018, extending the term to June 30, 2019 and increasing the fee by \$73,500 for a total not to exceed cost of \$140,451; the parties further amended the Agreement on July 1, 2019, extending the term to June 20, 2020 and increasing the fee by \$77,175 for a total not to exceed cost of \$217,626.

WHEREAS, on July 1, 2020, the parties amended the Agreement to extend the term to June 30, 2021 and increase the fee by \$59,453 for a total not to exceed of \$277,079;.

WHEREAS, on July 1, 2021, the parties amended the Agreement to extend the terms to June 30, 2022 and increase the fee by \$59,031, for a total not-to-exceed amount of \$336,110;.

WHEREAS, on July 1, 2022, the parties amended the Agreement to extend the term to June 30, 2023 and the fee would remain the same at \$59,031, for a total not-to exceed amount of \$395,141.

WHEREAS, the parties wish to further amend the Agreement to extend the term by one year to June 30, 2024 and to add equipment maintained, as described in Exhibit B, attached, and increase the fee by \$57,659 for a total not-to-exceed amount of \$452,800.

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, 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 A. 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 FOUR HUNDRED FIFTY TWO

THOUSAND, EIGHT HUNDRED dollars (\$452,800.00). 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 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 July 1, 2017 through June 30, 2024 for Message Switch Maintenance.
3. EXHIBIT A- PAYMENTS & RATES is replaced in its entirety with the Exhibit A in this amendment.
4. All other terms and conditions of the Agreement dated May 15, 2017 as amended by Amendments dated July 1, 2018, July 1, 2019, July 1, 2020, and July 1, 2021, July 1, 2022 between the County and Contractor shall remain in full force and effect.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:

Cynthia Williams
Contractor Signature

08/07/2023
Date

Cynthia Williams
Contractor Name (please print)

For County:

Purchasing Agent Signature
(Department Head or
Authorized Designee) County
of San Mateo

Date

Purchasing Agent Name (please print)
(Department Head or **Authorized** Designee)
County of San Mateo

SMC Resolution No. _____

EXHIBIT A
PAYMENTS & RATES

1. AMOUNT AND METHOD OF PAYMENT

A. County will pay Contractor at an ANNUAL RATE as follows:

Message Switch System (MSS) Maintenance	\$36,465.00
HPE Hardware & VSI Maintenance	<u>\$21,194.00</u>
	\$57,659.00

B. Invoicing Procedures:

1) County shall pay Contractor, upon receipt of an invoice, for services rendered. Each invoice submitted must include the following information, at a minimum:

- Agreement number
- Time period covered
- Detailed statement of services completed for invoiced period.

C. Contractor shall prepare an invoice for payment of services rendered in accordance with the policies and procedures established by the County Controller's Office. In any event, the total payment for services of Contractor under this amendment shall not exceed \$57,659. County shall have the right to withhold payment if County determines that the quality or quantity of work performed is unacceptable. Payments shall be made within 30 days from the date of the applicable undisputed invoice.