

AMENDMENT NO. 2 TO AGREEMENT BETWEEN
THE COUNTY OF SAN MATEO AND GRANT STREET GROUP

THIS SECOND AMENDMENT TO THE AGREEMENT, entered this 1st day of July 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Grant Street Group, Inc., hereinafter called "Contractor";

WITNESSETH

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 a hosted, software-as-a-service (SaaS) web application to the County Tax Collector dated as of July 1, 2017 (the "Agreement") for License and Service, which Agreement had an initial term from July 1, 2017 through June 30, 2022; and

WHEREAS, the parties wish to amend the Agreement to provide for additional services and to extend the term of the contract period from July 1, 2022 through June 30, 2027, in accordance with the terms of the Agreement;

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

1. Term is amended to the agreement as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be extended from July 1, 2022, through June 30, 2027 based on Section 4 of the Agreement at the rates and manner specified in Exhibit B, resulting in an amount not to exceed \$7,329,183.

2. Exhibit B, Payments and Rates, is amended as follows:

Contractor shall provide a block of professional service hours up to \$500,000 to support County projects pursuant to Exhibit C, Section 5(b), related to the TaxSys application over the term of the Agreement. At the time that County requests Contractor apply these hours to a specific engagement, County and Contractor will execute a subsequent Statement of Work (“SOW”) defining the project scope and estimate of hours to complete the project. Contractor will invoice the County monthly or as otherwise determined by the parties for professional services rendered based on a pre-approved SOW that includes milestone dates, deliverables, assumptions, and estimated hours per engagement. Contractor and County will meet annually to review projected projects and establish professional service commitments for the year. Hours will be billed at a rate of \$275.00 per hour during years 6-10, in accordance with Exhibit B of the Agreement.

3. Exhibit F, Electronic Payments and Rates, is amended as follows:

Contractor has advised County that the National Automated Clearing House Association (NACHA) has a new WEB Debit Account Validation Rule. Contractor will provide an ACH validation service to County in order for County to be in compliance with the new NACHA rule on or about March 19, 2022. In doing so, Contractor will assess a reimbursement fee of \$0.30 per ACH validation to County to cover the ACH validation service costs. This service is intended to reduce ACH fraud as well as the number of invalid ACH transactions, and will bring County into compliance with the new rule. Contractor shall invoice County for reimbursement of ACH validation services annually in conjunction with County’s TaxSys License & Services Fee.

3. **All other terms and conditions of the agreement dated July 1, 2017, 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
Resolution No.

Date: _____

ATTEST:

By: _____

Clerk of Said Board

Grant Street Group Inc.



Contractor's Signature

Date: 3/18/2022