

**AMENDMENT 2 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
INSIGHT PUBLIC SECTOR, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this 25th day of May 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Insight Public Sector, 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, on July 1, 2020, the parties entered into an agreement for Contractor to provide services related to the County Controller's cloud hosted Property Tax System (the "Agreement");

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, the parties wish to amend the Agreement for a second time (the "Second Amendment") to increase additional disk space capacity of the servers. Available disk space is essential for Controller's Property Tax System to perform efficiently. With upcoming projects in partnership with the Assessor's Office and Tax Collector, the system will intake multiple large data sets for testing purposes, in parallel with the daily operational use of the system. It is critical the system handle the system requirements of these projects, while not impacting performance of the day-to-day operations. To meet this demand for increased disk space, the Controller's Office is requesting to increase the limit of the County's total payment obligation under the Agreement by an additional SIXTY-EIGHT THOUSAND, THREE HUNDRED SEVENTY-TWO DOLLARS AND SIXTY-FOUR CENTS (\$68,372.64). Additionally, the County would also like to engage the Contractor to provide virtual firewall network services and to increase the limit of the County's total payment obligation under the Agreement by an additional TWENTY-FIVE THOUSAND NINE HUNDRED EIGHTY DOLLARS AND FIFTY CENTS (\$25,980.50) for a total not to exceed amount of ONE MILLION, NINE HUNDRED SEVEN THOUSAND, AND THREE HUNDRED AND TWENTY-ONE DOLLARS AND SEVEN CENTS (\$1,907,321.07).

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 specifications 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-2 (rev. May 25, 2022). 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 SEVEN THOUSAND, AND THREE HUNDRED AND TWENTY-ONE DOLLARS AND SEVEN CENTS (\$1,907,321.07).

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. Exhibit A of the Agreement is amended to add the following services to be provided by Contractor (which service is in addition to the services and terms listed in Exhibit A, which shall remain the same and remain in effect), as follows:

Commencing with the entry of the Second Amendment to the Agreement, Contractor shall increase disk space for Server SMCTWEB1 and add additional memory for Server SMCDVALB by an additional 16GB RAM and further increase to 24GB RAM, as needed to handle user testing and web box activity. Added costs will be billed based on actual increased disk space added, subject to the payment terms set forth in Revised Exhibit B-2 (rev. May 25, 2022).

VIRTUAL FIREWALL NETWORK SERVICES

Contractor will provide virtual firewall network services following completion of VPN migration

from Cisco to Palo Alto Networks.

Virtual Firewall – ASA (Per Instance) includes compute, IP, address, server licenses, data storage and Internet.

3. Revised Exhibit B-1 of the Agreement is replaced with revised Exhibit B-2 (rev. May 25, 2022), which is attached hereto and incorporated by reference herein.
4. All other terms and conditions of the Agreement dated July 1, 2020, between the County and Contractor shall remain in full force and effect and are incorporated by reference as if fully set forth herein.

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.


Contractor Signature

7/12/2022
Date

Lisanne Steinheiser
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-2 (May 25, 2022)

In consideration of the services provided by Contractor described in Exhibit A as amended by this Second 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 “OPERATIONAL DATE” 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) July 1, 2020 – September 30, 2020. This MRC will be at least through September 30, 2020 but may be expanded further until SMCDEV Production Expansion and SMCDEV Production Expansion DR/HA has been implemented.	\$22,541.10
MONTHLY RECURRING CHARGE (MRC) Upon Implementation SMCDEV Production Expansion and SMCDEV Production Expansion DR/HA the monthly charge will change from \$22,541.10 to \$29,232.69 which will be no sooner than October 1, 2020. This will be the MRC thereafter implementation (including two one-year options to extend)	\$29,232.69
MONTHLY RECURRING CHARGE (MRC) Upon Implementation SMCDEV Production Expansion and SMCDEV Production Expansion DR/HA the monthly charge will change from \$29,232.69 to \$29,744.39 which will be effective February 1, 2022. This will be the MRC thereafter implementation (including two one-year options to extend)	\$29,744.39
NON-RECURRING CHARGE (NRC) One Time Implementation Fee due upon implementation of SMCDEV- Production Expansion and	\$8,101.60

SMCDEV- Production Expansion DR/HA server instance.	
NON-RECURRING CHARGE (NRC)	\$50,000
As-Needed Additional Services (e.g. upgrades).	

MRC

- MRC fees to commence upon execution of contract. Total 36-month MRC fees not to exceed \$1,099,102.57.
- Option to include two 12-month extensions at same MRC of \$29,744.39 not to exceed \$356,932.68 for each 12-month extension; \$713,865.36 in total for 12-month extensions.

NRC

- \$8,101.60 will be paid upon completion and availability of SMCDEV Production Expansion, and the respective DR sites and Replication Software being installed and active.
- \$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

Revised Exhibit B-2 (May 25, 2022)

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

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:

Server	Total Size (in GB)	Add More Space in GB	New Size		16GB RAM		24GB RAM	
					Monthly	Annual	Monthly	Annual
SMCDVALB -- New Albany	4342	1005.77	5347.77	1005GB DISK	\$ 431.14	\$ 5,173.68	\$ 556.26	\$ 6,675.12
SMCTWEB1 -- New Albany	305	100	405	100GB DISK	\$ 268.24	\$ 3,218.88	\$ 393.36	\$ 4,720.32
SMCDVALB -- Roswell	4342	1005.77	5347.77	1005GB DISK	\$ 431.14	\$ 5,173.68	\$ 556.26	\$ 6,675.12
SMCTWEB1 -- Roswell	305	100	405	100GB DISK	\$ 268.24	\$ 3,218.88	\$ 393.36	\$ 4,720.32
Total Not-To-Exceed Per Year						\$ 16,785.12		\$ 22,790.88
Total Not-To-Exceed For 3 Years								\$ 68,372.64

B. COSTS FOR NETWORK SERVICE – VIRTUAL FIREWALL

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: August 1, 2022 to June 30, 2023	2	\$742.30	11	\$ 8,165.30
Monthly Fees For Network Services: Virtual Firewall – ASA (Per Instance) includes compute, IP, address, server licenses, data storage and Internet Period: July 1, 2023 to June 30, 2024	2	\$742.30	12	\$ 8,907.60

Monthly Fees For Network Services:				
Virtual Firewall – ASA (Per Instance) includes compute, IP, address, server licenses, data storage and Internet Period: July 1, 2024 to June 30, 2025	2	\$742.30	12	\$ 8,907.60
Total Not-to-Exceed Fees				\$ 25,980.50

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 \$94,353.14.

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