

# **ATTACHMENT SP AMENDMENT 1**

## **Service Provider Supplemental Attachment**

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This attachment is part of the agreement between AT&T Corp. and the County of San Mateo.

### **I. CONTRACT DOLLAR AMOUNT**

In no event shall total payment for services under this Agreement exceed Three Hundred Sixty-Five Thousand, Eight Hundred Ten Dollars and Forty Cents, \$365,810.40.

For purposes of clarity, the County will track its expenditures against this limit, and shall notify AT&T if the limit has been exceeded. Upon notification, AT&T shall stop providing services or may continue to provide service upon direction from the County while the County seeks additional funding. In no case shall AT&T be required to modify any pricing of this Agreement.

### **II. TERM**

The term of this Agreement shall commence upon execution and shall continue, unless terminated in accordance with the Termination specified in this SOW (Statement of work) for a term of 72 months ("Term").

### **III. AVAILABILITY OF FUNDS**

County may immediately terminate this Agreement based upon unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of funding.

### **IV. EQUAL BENEFITS ORDINANCE**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

### **V. EMPLOYEE JURY SERVICE**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County:

“For purposes of San Mateo County’s jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County’s Ordinance Code.” The requirements of Chapter 2.85 do not apply if this Agreement’s total value listed in the Section titled “Payments”, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85’s requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

## **VI. HISTORY OF DISCRIMINATION**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

## **VII. HOLD HARMLESS**

Terms and conditions relating to indemnification and holding San Mateo County harmless are set forth in the NI Agreement (in particular Section 7 regarding “Indemnification”).

## **VIII. ELECTRONIC SIGNATURE**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County’s Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

## **IX. COMPLIANCE WITH PUBLIC RECORDS ACT**

Nothing in the Agreement between the parties shall restrict Customer from disclosing material, including that which may be designated or considered confidential, pursuant to the California Public Records Act (California Government Code section 6250 et seq.), a subpoena, a court order, or any other legal authority.



**AT&T Network Integration Services**  
Change Order Request

MA Reference No.: 1001602UA  
AT&T Network Integration Tracking ID: GBS251502-1  
Document Version #: v1

<b>CUSTOMER Legal Name ("Customer")</b>	<b>AT&amp;T Corp. ("AT&amp;T")</b>	<b>AT&amp;T Branch Sales Contact Name</b>
County of San Mateo	AT&T	Name: Matthew Chartier
<b>CUSTOMER Address</b>	<b>AT&amp;T Corp. Address and Contact</b>	<b>AT&amp;T Branch Sales Contact Information</b>
Street Address: 455 County Center City: Redwood City State: CA Country: USA Zip Code: 94063	One AT&T Way Bedminster, NJ 07921-0752 Contact: Master Agreement Support Team Email : <a href="mailto:mast@att.com">mast@att.com</a>	Address: 1121 Jefferson Ave. City: Redwood City State / Province: CA Zip Code: 94063 Email: <a href="mailto:mc9327@att.com">mc9327@att.com</a> Sales/Branch Mgr: Hans Maurits SCVP Name: Chris Congo
<b>CUSTOMER Contact</b>	<b>AT&amp;T Address and Contact</b>	<b>AT&amp;T NI Contact Information</b>
Name: Albert David Title: ISD-Communications Services Manager Telephone: (650) 363-4330 Fax: Email: <a href="mailto:adavid@smcgov.org">adavid@smcgov.org</a>	Name: Title: Telephone: Street Address: City: State / Province: Country: Domestic / Intl/ Zip Code:	Name: Nicole Jacquemin Address: 600 E Green St, 3rd floor City: Pasadena State: CA Country: USA Zip Code: 91101 Telephone: 626-241-7409 Email: <a href="mailto:nicole.jacquemin@att.com">nicole.jacquemin@att.com</a>
<b>CUSTOMER Billing Address</b>		
Street Address: 455 County Center City: Redwood City State: CA Country: USA Zip Code: 94063		

This AT&T Network Integration Services Change Order Request ("Change Request") is an attachment to the AT&T Network Integration Services Pricing Schedule GBS251502 dated 05/14/19 ("NI Contract"). To the extent any terms set forth in this Change Request conflict with those of the NI Contract or the Statement of Work, the order of priority shall be with respect to the AT&T Network Integration Services provided hereunder: (1) this Change Request; (2) the Statement of Work; (3) the NI Contract.

**AGREED:**  
**CUSTOMER: County of San Mateo**

**AGREED:**  
**AT&T**

By: \_\_\_\_\_  
(Authorized Agent or Representative)

By: \_\_\_\_\_  
(Authorized Agent or Representative)

(Typed or Printed Name)

(Typed or Printed Name)

(Title)

(Title)

(Date)

(Date)

ATTUID: np211k



## CHANGE REQUEST

<b>Type of Request:</b>	Extension of existing service
<b>Initiator (Company):</b>	County of San Mateo
<b>Change Request Received by:</b>	AT&T, Nicole Jacquemin
<b>Price Impact:</b>	\$148,550.40

**Task Description:**

Upon execution of this Change Order Request, the following will be in effect:

**2.2 SOW Term**

The term is extended for coverage period: June 1, 2022 through May 31, 2025.

**6. Fees and Charges is modified as follows:**

**Table A – Monthly Recurring Charges (MRC):**

Item Description	Item Code	Quantity	Price per Month
Enterprise Endpoint Service	EN911-MMRCEU	1	\$3,108.65
Enterprise VPN Tunnel	EN911-NETSER	1	

**Table C – Maintenance: Annual recurring charges**

Item Description	Unit of Measure	Item Code	Price per Year
Annual Maintenance & Support Virtual Emergency Gateway	Per Year	PROSR-EGWVEM	\$8,073.00
Annual Maintenance & Support Virtual Emergency Gateway Licenses	Per Year	PROSR-EGWVEA	\$4,140.00

**Table D – Optional: Professional Services (If Required)**

Item Description	Unit of Measure	Item Code	Price per Hour
Professional Services Hours	Per Hour	PROSR-PISHRR	\$312.50

**Other information related to Change:**

All remaining scope and terms and conditions outlined in GBS251502 remain in effect.

AT&T reserves the right to withdraw this Change Order if not signed by the Customer by May 20, 2022.

**Impact of Change**

*Pricing Summary*

Item	Price Per Unit	Bill Frequency	# of Units	Extended Price
Monthly Recurring Charge, outlined in Table A	\$3,108.65	Per Month	36 months	\$111,911.40
Maintenance, outlined in Table C	\$12,213.00	Per Year	3 years	\$36,639.00

**TOTAL Charges: \$148,550.40**