

**AMENDMENT 2 TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
TSN SOLUTIONS, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this 27<sup>th</sup> day of September 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and TSN SOLUTIONS, 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 the purpose of leading the knowledge transfer and operational support of EZ Access system for the Assessor-County Clerk-Recorder-Elections (ACRE) Department on February 4, 2022 through September 30, 2022 in the amount of \$166,320;

WHEREAS, on August 1, 2022, the parties amended the Agreement to increase the amount payable by \$32,400 for an amount not to exceed \$198,720; and

WHEREAS, the parties now wish to further amend the Agreement to extend the term from February 4, 2022 through September 30, 2022 to February 4, 2022 through July 31, 2023 and increase the amount payable by \$241,500 for a new not to exceed amount of \$440,220.

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

1. Section 3. Payments: of the Agreement is replaced 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, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. 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 Forty Thousand Two Hundred Twenty dollars (\$440,220). 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 replaced in its entirety as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from February 4, 2022, through July 31, 2023.

3. Exhibit A: of the Agreement is replaced in its entirety as follows:

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

EZ Access Knowledge Transfer and Continuing Operational Support

- Continue working with Brad Georgakas where appropriate to ensure Hamer can conduct the operations of the EZ-Access system effective October 1, 2022. Hamer will continue to assume primary responsibility for taking over Patti's role in running the EZ-Access system.
- Continue updating the inventory of all the Roll management tasks and activities to be performed by David and appropriate ACRE personnel. David and the SMC and Hamer teams will strive to conduct necessary training of existing and new ACRE personnel in the operation of the EZ-Access system as and when ACRE personnel are made available
- Oversee the creation of a knowledge transfer plan for each item on the inventory list for the smooth operational transition to the appropriate ACRE and Hamer staff post 9-30-22
- Work with Hamer (EZ Access vendor), IT DSA's and business SMEs for the successful operation and roll close activities and reports required following the roll close.
- Working with Hamer to provide direction to the AS400 programmer on the Hamer team to support the operations of the EZ-Access system
- Ensure that roll close report and operational activities performed as per ACRE 2023 roll close calendar are documented and assigned to appropriate staff include the activities that are performed by David.
- Prepare and present EZ-Access reports on a weekly and periodic basis including the reporting requirements of internal and external agencies or departments such as BOE, CTL and other agencies currently supported by EZ access system
- Review data requests from various external sources and generate data in the requested format on a needed basis.
- Coordinate activities between SMC-ACRE and Hamer in the operation of the EZ-Access system on a weekly, and monthly basis or as needed.

- Work with ACRE SME's and IT DSA's to transfer appropriate EZ Access operational tasks for the smooth business operations
- Execute certain weekly, monthly, and annual operational activities required to support the ACRE business EZ-Access operations
- All tasks and assignment will be performed in accordance with the various ACRE/BOE Calendar.
- Work with Hamer and the ACRE team to suggest and implement improvements to the EZ-Access system.
- Work with Fatima and Loan to transfer the EZ-Access system error correction process to the business unit.
- All tasks and assignment will be performed in accordance with the various ACRE IT project plans.

TSN Solutions, Inc., by and through its contractor, Mr. David Joffe will be the contractor engaged to deliver the services listed above. If Mr. Joffe becomes unavailable for any reason, work will be suspended, and the contract will be terminated

**4. Exhibit B: of the Agreement is amended to read as follows:**


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

The combined total hours for this contract will not exceed 2852 hours. Invoices will be submitted based on hours worked (\$175 per hour rate from October 1, 2022 through July 31, 2023) during each two-week period. Terms are net 30 days after invoice is approved.

**5. All other terms and conditions of the agreement dated February 4, 2022, and subsequent amendments, 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: TSN SOLUTIONS, INC.**

  
Contractor Signature

8/31/2022  
Date

David S. Alt  
Contractor Name (please print)

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**For County:**

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board