

**AMENDMENT #5 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SOCRATA, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Socrata, 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 services for an Open Data application on February 8, 2013; and

WHEREAS, on June 18, 2013, an amendment was executed to increase the contract amount by \$359,856.00, and to extend the term through June 30, 2015; and

WHEREAS, on June 16, 2015, an amendment was executed to increase the contract amount by \$413,119.92, and to extend the term through June 30, 2017; and

WHEREAS, on June 17, 2016, an amendment was executed to add consulting services for the redesigning of the County's Measure A Dashboard, and to increase the contract amount by \$1,600.00, for a new not to exceed amount of \$826,947.92; and

WHEREAS, on July 20, 2016, an amendment was executed to add the procurement of software subscription licensing and support for the Contractor's Perspectives software, an online-software based tool, and to increase the contract amount by \$22,000.00, for a new not to exceed amount of \$849,147.92

WHEREAS, the parties wish to amend the Agreement for the continuation of Software as a Service for an Open Data application, to increase the contract amount by \$444,583.92, for a new not to exceed amount of \$1,293,731.84, and to extend the term through June 30, 2019.

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

- 1. Section 2 of the agreement is amended to read as follows:**

Contract Term The term of this Agreement shall be from February 8, 2013 to **June 30,**

2019 unless terminated earlier by the County.

2. Section 3 of the agreement is amended to read as follows:

Payments In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, County shall make payment to Contractor in the manner specified herein and in Exhibit "A". 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. The County reserves the right to withhold payment if the County reasonably determines that the quantity or quality of the work performed is unacceptable and Contractor is unable to cure the deficiency within 10 business days of being notified of said deficiency by the County. In no event shall total payment for services under this Agreement exceed **ONE MILLION TWO HUNDRED NINETY THREE THOUSAND SEVEN HUNDRED THIRTY ONE DOLLARS AND EIGHTY FOUR CENTS (\$1,293,731.84).**

3. Original Exhibit A, Section II. Amount and Method of Payment is replaced with Revised Exhibit A, Section II, (rev. _____).

Amount and Method of Payment:

ORIGINAL CONTRACT AMOUNT:	\$52,372.00
RENEWAL FOR 2013-2015 (\$179,928 X 2 YEARS)	\$359,856.00
RENEWAL* FOR 2015-2017 (\$206,559.96 X 2 YEARS)	\$413,119.92
MEASURE A DASHBOARD REDESIGN (36 HOURS AT \$200 PER HR)	\$1,600.00
PERSPECTIVES LICENSES AND SUPPORT PACKAGE	\$22,200.00
<u>RENEWAL** FOR 2017-2019 (\$222,291.96 X 2 YEARS)</u>	<u>\$444,583.92</u>
TOTAL	\$1,293,731.84

The renewal information below only applies to Contractor's Open Data Platform software coverage for the period July 1, 2015 through **June 30, 2019**.

*Renewal includes:

> Socrata Open Data Platform

Usage Limits:

- * 350 Datasets
- * 2 templates and 20 public Dataslate pages
- * Unlimited Views and Visualizations
- * Unlimited Users
- * Unlimited Open Data APIs
- * Native support for geospatial data

- * Statewide Usage Analytics

- > Socrata Open Performance Platform

- Usage Limits:

- * 5 Dashboards
- * 100 Goals
- * 500 Datasets
- * Unlimited Views and Visualizations
- * Unlimited Users

- > Socrata Open Data Support

- > **Socrata Perspectives Licenses and Support Package**

Contractor will invoice the County on a monthly basis, for the actual hours worked during the previous period. The County will submit payment within thirty (30) days of receipt of invoice conditioned upon the approval of the work performed during the billing cycle.

Each invoice will include the following:

- * Agreement Number
- * Purchase Order Number
- * The net amount for which payment is due.

4. **All other terms and conditions of the agreement dated February, 8, 2013, as amended 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: Socrata, Inc.


Contractor Signature

6/15/2017

Date

Socrata, Inc.

Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board