

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
HART INTERCIVIC, INC.**

THIS AMENDMENT TO THE AGREEMENT ("Amendment No. 2"), entered into this 15th day of August, 2013, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and HART INTERCIVIC, 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 voting machine equipment and support services on August 15, 2006; and

WHEREAS, the parties amended the Agreement to extend the hardware warranty and maintenance and support services on August 15, 2010; and

WHEREAS, the parties wish to amend the Agreement to extend the maintenance and support services, with a new end date of June 30, 2016, and increase the amount of the Agreement by \$758,199.50.

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

**1. Section 3 of the Agreement, Payments, is amended to read as follows:**

In consideration of the services provided by HART in accordance with all terms, conditions and specifications set forth herein, in Attachment 1 of this Agreement, and any applicable amendments to this Agreement, COUNTY shall make payment to HART based on the pricing displayed in Exhibit A of Attachment 1 or in any applicable amendment, and in the manner specified in said Exhibit A. The COUNTY reserves the right to withhold payment if the COUNTY determines that the quantity or quality of the work performed does not meet the specifications documented in the Statement of Work and/or the deliverables as identified in Attachment 1 of this Agreement.

For the term of this Agreement between August 1, 2006, and August 1, 2010, the following shall apply:

The COUNTY's total fiscal obligation under the term of this Agreement between August 1, 2006, and August 1, 2010, shall not exceed a maximum of eight hundred eighty-thousand dollars, U.S. (\$880,000.00) as defined in:

a. SOW for A2, Exhibit E which totals \$700,000.00 (Exhibit E of Attachment 1).

b. SOW for Professional Services which totals \$180,000.00 (Exhibit H of Attachment 1).

The annual license and support fee will be \$100,000.00 annually (due on the 5th year anniversary of the "go live" date), plus any escalation of the annual fee per the terms of the Agreement. The COUNTY continues to have the option to receive SLA TWO support for an additional \$15,000.00 per year.

For the term of this Agreement between August 15, 2010, and August 14, 2013, the following shall apply:

The County's total fiscal obligation under the term of this Agreement between August 15, 2010, and August 14, 2013, shall not exceed a maximum of six hundred sixty-five thousand seven hundred eighteen dollars and seventy-five cents (\$665,718.75) as outlined in more detail in Supplemental Agreement Amendment #1 ("Amendment No. 1").

For the term of this Agreement between August 15, 2013, and June 30, 2016, the following shall apply:

The County's total fiscal obligation under the term of this Agreement between August 15, 2013, and June 30, 2016, shall not exceed a maximum of seven hundred fifty-eight thousand one hundred ninety-nine dollars and fifty cents (\$758,199.50) as outlined in more detail in Amendment No. 2 and its Exhibit A (titled "Supplemental Agreement Amendment #2").

The prorated Maintenance and Support, as outlined in Exhibit A to Amendment No. 2, shall run for a term of 10.5 months from 8/15/2013 to 6/30/2014 for a one time charge of

\$221,508.00.

The annual Maintenance and Support, as outlined in Exhibit A to Amendment No. 2, shall run for a term of 2 years from 7/1/2014 to 6/30/2016 for a total charge of \$506,304, to be invoiced in the amount of \$253,152.00 per year.

Preventative Maintenance will be performed by Hart InterCivic, Inc. on 425 Job Booth Controllers (JBC), as outlined in Exhibit A to Amendment No. 2, at a mutually agreed upon time to be completed before the end of calendar year 2013 for a total charge of \$30,387.50.

The annual Maintenance and Support fee is required for the ongoing usage of the equipment and related applications. Any unused or unexpired portion of the Maintenance and Support agreement will transfer to any other voting system that Contractor releases during the term.

County will be allowed to send equipment to Contractor for repairs on a Time and Material basis at the prevalent rates set at the time of the repair.

**2. Section 4 of the Agreement, Term, is amended to read as follows:**

Subject to compliance with all terms and conditions of this Agreement, including any amendments, the term of this Agreement shall be from August 1, 2006, through June 30, 2016, as outlined in more detail by this Section, unless terminated earlier by the County.

The term of Amendment No. 1 shall be from August 15, 2010, through August 14, 2013.

The term of Amendment No. 2 shall be from August 15, 2013, and June 30, 2016.

**3. The following Exhibit is attached hereto and incorporated by reference herein:**

Exhibit A

Supplemental Agreement Amendment #2

**4. All other terms and conditions of the agreement dated August 15, 2006, 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

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

Hart InterCivic, Inc.

  
\_\_\_\_\_  
Contractor's Signature

Date: 7.17.13