

AMENDMENT ONE

TO THE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PALANTIR TECHNOLOGIES, INC.

THIS **FIRST AMENDMENT** TO THE AGREEMENT, entered into this _____ day of _____, 2014, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PALANTIR TECHNOLOGIES, INC., hereinafter called "Contractor";

WITNESSETH:

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 January 7, 2014, the parties entered into an Agreement (Resolution No. 072972) for support and maintenance services for the Enterprise software, an Intelligence Management System; and

WHEREAS, the parties wish to amend the Agreement to increase the number of Core licenses, as well as extend support and maintenance services for the Enterprise software, increasing the amount by \$500,000 to \$632,034.08, and extending the term to December 31, 2015.

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

1. Section 1, Exhibit and Attachments, of the Agreement is hereby deleted in its entirety and replaced with the following:

1. EXHIBITS AND ATTACHMENTS

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A - Services

Exhibit A-1 - Core Expansion/Dataset Integration

Exhibit B - Payments and Rates (**Revised June 2014**)

Attachment I - § 504 Compliance

2. Section 3, Payment, of the Agreement is hereby deleted in its entirety and replaced with the following:

3. PAYMENTS

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit A and Exhibit A-1, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. In no event shall County's total fiscal obligation under this Agreement exceed **SIX HUNDRED THIRTY-TWO THOUSAND THIRTY-FOUR DOLLARS AND EIGHT CENTS (\$632,034.08)**.

Section 4, Term and Termination, of the Agreement is hereby deleted in its entirety and replaced with the following:

4. TERM AND TERMINATION

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **January 1, 2014** through **December 31, 2015**.

This Agreement may be terminated by Contractor, the Sheriff, or the Sheriff's designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party. In addition, Contractor may terminate this Agreement immediately upon written notice to the County in the event of any material breach by County of any term, condition, or provision of this Agreement and failure to remedy the breach within ten (10) calendar days following written notice of such breach from Contractor.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

3. "Exhibit A-1 Core Expansion/Dataset Integration" is hereby added to the Agreement and incorporated herein by reference.
4. "Exhibit B, Payments and Rates", to the Agreement is hereby deleted in its entirety and replaced with "Exhibit B - Payments and Rates (Revised June 2014)", attached hereto and incorporated herein by reference.
5. All other terms and conditions of the agreement dated January 7, 2014, 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

*A Political Sub-division of the
State of California*

BY: _____
PRESIDENT, BOARD OF SUPERVISORS

DATE: _____

ATTEST:

BY: _____
CLERK OF SAID BOARD

PALANTIR TECHNOLOGIES, INC.

BY: _____
(SIGNATURE)

Matt Long

(PRINTED NAME)

DATE: June 10, 2014

(Revised 7/1/13)

EXHIBIT A-1

CORE EXPANSION / DATASET INTEGRATION

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
PALANTIR TECHNOLOGIES, INC.

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

1. STATEMENT OF WORK.

- A. Provide four (4) Palantir Gotham Perpetual Licenses, per server core.
 - 1.) Annual support and maintenance for 6 months (6/1/2015 – 12/31/2015) to align with the renewal of existing Palantir licenses (Exhibit A).
 - 2.) Level of support includes:
 - Training, as agree/coordinated by parties.
 - All updates to the Palantir platform, both major and minor versions.
 - 24 hour technical support, both telephone and online.
- B. Integrate the following datasets:
 - ARIES 2.0
 - San Mateo County Sunridge RMS
 - San Mateo County Probation data
- C. Complete HIDTA Case Support Workflow Application.
- D. Deploy Thunderbird, Next Generation LPR.

EXHIBIT B

PAYMENTS AND RATES

(REVISED JUNE 2014)

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
PALANTIR TECHNOLOGIES, INC.

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

1. RATES.

Products	Coverage Period	Qty.	Price/Ea.	Total Cost
Support / Maintenance for Gotham Licenses Per Server Core	Jan. 1, 2014 - Dec. 31, 2014	12	\$11,002.84	\$132,034.08
Palantir Gotham Perpetual License, per server core. (No additional user licenses required. Includes initial year O&M)	June 1, 2014 - Dec. 31, 2015	4	\$125,000.00	\$500,000.00
TOTAL:				\$632,034.08

2. PAYMENTS.

A. County shall pay Contractor as follows:

- a. \$132,034.08 upon receipt of an invoice and full execution of the Agreement for coverage period January 1, 2014 through December 31, 2014;
- b. **\$250,000 upon receipt of an invoice from Contractor and full execution of Amendment One to the Agreement dated January 7, 2014; and**
- c. **\$250,000 upon completion and County's acceptance of integration work outlined in Exhibit A-1 Core Expansion/Dataset Integration.**

B. Any and all payments made pursuant to this Agreement shall be made with RTTAC funds, and are conditional on the County of San Mateo's receipt of HIDTA/NCRIC funds in an amount sufficient to compensate Contractor.

C. It is understood and agreed by both parties that no County funds are encumbered, obligated or spent under this agreement.