

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
PHASE2 TECHNOLOGY, LLC**

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2015, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PHASE2 TECHNOLOGY, LLC, 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 with Phase2Technology, LLC for web redesign and new Internet Content Management system implementation services on March 1, 2013, for an amount of \$1,161,940; and

WHEREAS, the parties wish to amend the Agreement to extend the term to October 30, 2017 and increase the amount of the agreement by \$428,000, for a new total maximum obligation of \$1,589,940.

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

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

Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in the SOW [Statement of Work], County shall make payment to the Contractor based on the rates and in the manner specified in the SOW. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable in accordance with acceptance procedures and criteria defined in the SOW. In no event shall the County's total fiscal obligation under this Agreement exceed ONE MILLION FIVE HUNDRED EIGHTY NINE THOUSAND NINE HUNDRED FORTY DOLLARS (\$1,589,940.00).

2. Section 4 is added to the agreement to read as follows:

Terms and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from March 1, 2013, through October 30, 2017.

3. Original Exhibit A (SOW) is revised to include the following, (rev. 03/12/2013):

Under this additional scope of work (SOW), Contractor shall provide managed support services in connection with County's Multi-Site Platform based on the Drupal CMS (the "Platform"), which may include but is not limited to: planning, maintenance and support services (using the Drupal content management system software and related technology), ongoing development, enhancement maintenance, training as directed by County Point of Contact (described below), and related support as mutually agreed to by the Parties and subject to the provisions herein (collectively, the "Services").

WORKPLAN

County shall engage Contractor in a "Continuing Services" mode, which means the County expects to regularly engage Contractor to support the planning and roadmap creation (Backlog creation/grooming), updating web systems, and other forms of assistance for tasks which are mutually agreed in connection with the CMS Platform. All requests for Services hereunder and the specific requirements associated with the provision of those Services shall be mutually agreed and documented in the JIRA, a ticketing system provided by the Contractor. The Services shall be provided on a Time and Materials ("T&M") basis according to the rates set forth herein.

For the avoidance of doubt, it is acknowledged and agreed that Contractor does not guarantee the completion of any specific tasks or provide any specific deliverables hereunder. Notwithstanding the above, Contractor will make its personnel available to provide Services as mutually agreed to by the Parties during the Term. The Services provided hereunder may include: technical support and planning, system maintenance, training as directed by the County, monthly CMS Platform review, monitoring, security compliance checking, updating, reporting, enhancements and modifications as specified in the JIRA Ticketing System described above and as mutually agreed by the Parties.

County and Contractor will collaboratively develop mutually agreed upon tasks based upon the County's needs and based on the following guidelines:

- Contractor will commit resources only to those requests for Services by County documented via either an agreed upon ticketing system or communication project portal.
- Contractor will work with County to establish a Prioritized Work Backlog to plan delivery of services.
- Contractor will not begin work on any development or deployment tasks (i.e., code changes, enhancements, security patches, etc.) until County has approved Contractor to begin work.
- Contractor may select and use appropriate technologies to provide the Services hereunder.

REPORTING

Contractor and County will meet at mutually agreed upon intervals. Contractor Manager will prepare a report and facilitate a dialogue with County Point of Contact about project status, issues, risks, and any potential roadblocks or deviations. Additionally, County may participate in recurring agile-style “stand up” meetings with Contractor Manager and/or members of Contractor’s team. Contractor will utilize a secure, web accessible project management portal where key communications are exchanged, documents are posted, and project status is regularly conveyed. Contractor will have a disciplined approach to managing priorities and tracking issues for the project. Contractor uses JIRA Issue and Bug Tracking software for agile management of epics, user stories, and tasks.

RESPONSIBILITIES OF COUNTY PARTICIPANTS

The County staff and/or the County Point of Contact will attend meetings, provide and validate requirements, and prioritize these requirements with Contractor. This primarily includes a standing weekly meeting for status as well as planning and demonstration meetings as necessary.

Contractor expects to interface with a dedicated County point of contact (the “County Point of Contact”) as well as pre-identified County staff that are approved to make requests from Contractor Manager.

CONTRACTOR STAFFING RESOURCES

Contractor names Felicia Hayes as the Contractor Manager. Contractor will provide resources as necessary to complete the Services requested and approved by County and as mutually agreed by the Parties.

DELIVERABLES

Contractor will provide the following deliverables:

- Updated source code for each release (deployed to server where it is backed up by hosting provider)
- Monthly status reports during periods of activity

DETERMINANTS OF SUCCESS

Contractor will be measured on the following:

- Timeliness of Contractor Manager communication
- Execution of the agreed upon services

PRICING AND EXPENSES

Contractor shall charge and County shall pay for the Services provided hereunder on a time and materials basis ("T&M"). County shall pay for all hours (including all Time and Materials Hours (as defined below) and Monthly Pre-Paid Hours (as defined below) as necessary to provide the Services hereunder.

Monthly Pre-Paid Hours.

County shall pre-pay for sixty (60) hours of Services (the "Monthly Pre-Paid Hours") as described herein. County will be charged and shall pay ten thousand five hundred dollars (\$10,500) per month for the Monthly Pre-Paid Hours which is based on a rate of one hundred seventy five dollars (\$175) per hour. County shall be invoiced for such Monthly Pre-Paid Hours on the first day of the month prior to the month during which such Monthly Pre-Paid Hours will be provided and County shall pay such invoice before the last day of the month prior to the month during which such Monthly Pre-Paid Hours will be provided. The Parties agree that there will be thirty six (36) monthly invoices and payments with respect to such Monthly Pre-Paid Hours. Notwithstanding the foregoing, the rate used to calculate the Monthly Pre-Paid Hours shall be subject to annual review and, upon mutual agreement of the Parties will be adjusted (the "Monthly Pre-Paid Rate Adjustment"). In no event will the Monthly Pre-Paid Rate Adjustment take place more often than on an annual basis.

In the event the County does not utilize all of the Monthly Pre-Paid Hours in any given month, such Monthly Pre-Paid Hours can be used in subsequent months of the Term (the "Roll Over Hours"). Notwithstanding the foregoing, the Parties acknowledge and agree, that in no event shall the County be entitled to any refund or credit for any unused Roll Over Hours at the end of the Term and that any and all unused Roll Over Hours shall expire at the conclusion of the Term. On no less than monthly basis, Contractor shall provide a report indicating the Monthly Pre-Paid Hours used and remaining.

For any Services performed hereunder in excess of the Monthly Pre-Paid Hours, the County will be charged and shall pay a rate of one hundred seventy five dollars (\$175) per hour for such Services (the "Time and Materials Rate"). Notwithstanding the foregoing, the Time and Materials Rate shall be subject to annual review and, upon mutual agreement of the Parties will be adjusted (the "Time and Materials Rate Adjustment"). In no event will the Time and Materials Rate Adjustment take place more often than on an annual basis. Contractor shall invoice County for such Time and Materials Services at the conclusion of the month in which such Services were provided and County will remit payment for such Services on a quarterly basis.

Funds for travel are not included in the budget for this project. If County desires Contractor to travel, Contractor will submit the costs associated with such travel to the County for reimbursement, and County shall pay such amounts in accordance with the Agreement. All travel or related expenses must be pre-approved by the County in writing.

4. All other terms and conditions of the agreement dated March 12, 2013 between the County and Contractor shall remain in full force and effect.

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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

PHASE2 TECHNOLOGY, LLC



Digitally signed by Thomas Tague
DN: cn=Thomas Tague, o=Phase2
Technology, ou=Chief Operating Officer,
email=ttague@phase2technology.com,
c=US
Date: 2014.11.22 08:27:17 -05'00'

COO, Phase2 Technology, LLC

Date: _____