

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
EASY ACCESS, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this 9th day of July 2019,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Easy
Access, Inc (EAI), 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 providing
maintenance and support of the Information and Data Management System on the 4th day of
September 2018; and

WHEREAS, the parties wish to amend the Agreement to extend the term of the
agreement through June 30, 2022 with an option to further extend the agreement through June
30, 2024 and increase the amount by \$542,945 to an amount not to exceed \$661,950.

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

1. Exhibit A of Agreement is replaced with Revised Exhibit A, (rev. July 9, 2019).

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

1. EAI shall provide the application software support services described in Paragraph 4
(hereinafter referred to as SERVICE) for a period of thirty-six (36) months beginning on July
1, 2019, or on such date, to be mutually agreed by the parties, as the SYSTEM defined in
Paragraph 3 herein is fully operational in accordance with agreed specifications, whichever is
later. Unless otherwise specified and agreed to in writing between EAI and COUNTY,
SERVICE shall be guaranteed at the prices set forth in Exhibit B to this Agreement for this
thirty-six (36)-month period and shall be renewable thereafter for additional twelve (12)-month
periods upon acceptance, in writing, by both EAI and COUNTY of an annual renewal
agreement. Unless otherwise specified within this agreement, charges may be adjusted after
the initial term for any new or renewal agreements.
2. COUNTY may purchase, and EAI shall not unreasonably withhold, continued SERVICE for
two additional twelve (12)-month periods (see Exhibit B renewal option 1 and renewal option
2) at the rates specified in Exhibit B attached hereto, or at the then prevailing annual billing

rate for SERVICE, unless:

- a) COUNTY gives notice to EAI within 30 days after receipt of EAI's invoice for SERVICE that COUNTY intends to terminate this agreement;
 - b) COUNTY is no longer a valid licensee of EAI software;
 - c) COUNTY is greater than 30 days in arrears for any EAI invoice(s);
 - d) COUNTY has failed to incorporate EAI releases into the licensed software within 180 days following request for installation by EAI;
 - e) COUNTY has failed to incorporate the computer manufacturer's operating system releases into COUNTY's SYSTEM (as defined in Paragraph 3, below) within 180 days following request for installation by EAI;
 - f) EAI licensed software has been modified by other than EAI without EAI's written approval;
 - g) the computer manufacturer's operating system has been modified by other than the manufacturer without EAI's written approval; or
 - h) there has been an interruption in or termination of this agreement.
3. This agreement applies to the EAI software described in SCHEDULE A, which software is licensed to COUNTY, and is limited to the IBM System i Model 8202-E4C and Serial Number 0646A0T, or an IBM System i replacement model physically located at 555 County Center, Redwood City, California 94063-1662 (hereinafter SYSTEM), exclusive of revision level described in SCHEDULE A.
4. The SERVICE referred to in Paragraph 1 shall consist of all of the following:
- a) EAI shall provide COUNTY with a reasonable amount of consultation by telephone via a toll-free Customer Support Desk number to assist COUNTY in the use of the software during any normal forty (40)-hour work week, according to EAI's local time.
 - b) The EAI Customer Support Desk shall log and track, from initial report through resolution, every COUNTY Software Action Request (SAR).
 - c) EAI will assist the COUNTY in establishing its own support desk and EAI reporting procedure.
 - d) EAI shall respond to every support request with either a resolution or a report of resolution status. Where the request call has been handled by the designated and pre-assigned account support representative, the response shall be provided during the initial request call; where the request has been handled by EAI's Support Desk personnel, the response shall be provided within twenty-four (24) hours of the initial request call.
 - e) EAI shall provide COUNTY with support of software to substantially conform the software to EAI's published material for that release level of software identified in SCHEDULE A. EAI shall, within a reasonable time period, supply computer program code to correct any reproducible error, provided that EAI's diagnostics indicate that such non-conformity or

error was in existence during the term of this agreement or during the initial warranty period extended to the COUNTY in the purchase agreement for EAI's software.

- f) Suspected error conditions will be investigated and corrected by EAI personnel. Such investigation and correction shall be performed at COUNTY's or EAI's offices, as mutually agreed according to the circumstances. Corrections shall be made as expeditiously as possible, at no cost to COUNTY, unless EAI, in its reasonable judgement supportable by substantial evidence, determines that the suspected error condition was attributable to a cause other than an error in EAI's software or an enhancement by EAI, in which case COUNTY shall pay EAI on a "time and materials" basis for its work on the correction as provided in Paragraph 9 (c), below. In the event EAI and COUNTY dispute the cause of an error, EAI and COUNTY shall work diligently, reasonably, and in good faith to resolve any such dispute as expeditiously as possible. If COUNTY and EAI cannot resolve any such dispute, they shall submit the dispute to arbitration in the manner outlined in the original purchase agreement.
- g) EAI may provide to COUNTY, without additional charge, unsolicited error corrections or changes to the software which EAI determines are necessary for the proper operation of its software, and COUNTY shall incorporate these corrections or changes into the software within 180 days of release by EAI.
- h) EAI will provide to COUNTY all enhancements released by EAI as standard enhancements that are generally made available to other customers purchasing comparable software during the term of this agreement.

EAI shall not install any software enhancement into COUNTY's licensed SYSTEM without the prior written approval of COUNTY.

EAI shall not install any software enhancements into COUNTY's licensed SYSTEM that have not been tested and proven in EAI's master copy of COUNTY's licensed software. EAI shall provide to COUNTY, prior to the installation of a new enhancement, a written description of the expected impact of the enhancement on COUNTY's installed version of the software.

- i) EAI shall provide to COUNTY, free of charge, all government-mandated assessment modifications, with an executed support agreement in place prior to the effective date of the modification.
- 5. During the term of this agreement EAI shall use its best efforts to maintain the software free of defects and imperfections that would prevent the software from performing in conformity with the original or then prevailing specifications set forth in EAI's published material.
 - 6. EAI MAKES NO WARRANTY OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDY WORK STATED HEREIN IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF EAI FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE SOFTWARE OR BREACH BY EAI OF ANY TERM OF THIS AGREEMENT. IN NO EVENT SHALL EAI HAVE ANY OBLIGATION OR LIABILITY FOR DAMAGES, WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL OR OF ANY OTHER NATURE WHATSOEVER, EVEN IF EAI HAS

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE FOREGOING DISCLAIMER PARAGRAPH SHALL HAVE NO EFFECT ON THE LIMITED WARRANTY AND LIABILITY PROVISIONS AGREED TO BY EAI IN THE ORIGINAL PROFESSIONAL SERVICES AGREEMENT AND APPLICATION SOFTWARE LICENSING AGREEMENT EXECUTED ON MARCH 12, 1996.

7. Support fees shown in EXHIBIT B are exclusive of all present and future federal, state, or local sales, use, excise, or processing taxes, or any other tax or charge that is or may be imposed on the SERVICE provided, save taxes on net income. EAI's failure to include or correctly compute such taxes on its invoices shall not relieve County of its obligation hereunder.
8. EAI will provide additional SERVICE to maintain, modify, improve, or expand the SYSTEM according to any of the following pricing arrangements:
 - a) A fixed-price support agreement, effective upon installation and acceptance of baseline product, is established as a percentage of List Price for the application software. EAI provides for a fixed annual support cost of 18% of List Price. This service provides for all standard updates, governmental mandates, improvements, and on-site services required by EAI at no additional charge, as well as daily remote support services for defects that develop from original and/or subsequent tailored or customized specifications.
 - b) Fixed-price, turnkey hardware and/or software SYSTEM enhancement.
 - c) Time and materials, "not to exceed" the mutually agreed cost estimate, at EAI's then prevailing hourly rates. Current rates are \$150-\$250 per hour (depending upon the skill level required for performance of the requested task) plus per diem expenses.

Cost estimates or quotations for enhancements or modifications shall be provided in advance upon COUNTY's written request, in compliance with EAI's established Software Action Request (SAR) procedures. Such cost statements shall be in writing, valid for a fixed period of time that may be extended by mutual consent. All modifications or improvements shall be acceptance-tested in the COUNTY's test or operational environment. In the absence of an executed Support Services Agreement, a ninety (90)-day software warranty, on the same terms as set forth in Paragraph 7 herein, is provided upon acceptance of the enhancement or modification by COUNTY. All application software provided by EAI is proprietary, with source code provisions detailed in EAI's Application Software License Agreement.

9. COUNTY agrees that all enhancements shall be the exclusive property of EAI pursuant to the COUNTY-EAI License Agreement.
10. During the course of this agreement, COUNTY shall provide EAI personnel with remote access for technicians as may be required by EAI to carry out its SERVICE obligations.
11. COUNTY will be responsible for maintaining the computer hardware, communications equipment, telephone lines, cabling, modems, and all other hardware equipment. COUNTY will make available reasonable computer time for the testing and support of software. COUNTY will make available all necessary supplies such as paper, magnetic tapes, and disk packs.
12. EAI and CLIENT agree that (a) each laborer shall have wages computed on the basis of a standard work day of eight (8) hours and a standard work week of forty (40) hours in the

work week; and (b) no laborer shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under safety and health standards.

13. EAI and COUNTY agree that support SERVICE is provided during EAI's normal forty-(40) hour work week. Certain critical conditions may exist which require work outside these hours, and EAI will make best effort to respond. However, EAI reserves the right to provide a price quotation and estimate of time for SERVICE requested by COUNTY that requires substantial work outside EAI's normal working hours.
14. EAI and COUNTY agree that because EAI and COUNTY have invested significant time and cost in the training and development of the skills and knowledge of their employees toward a beneficial understanding and knowledge of specific software licensed to COUNTY and COUNTY's business processes, business procedures, and general application environment, COUNTY and EAI shall each be liable to the other in an amount equal to twice an employee's then current annual wage or salary if either of them employs an employee of the other, including an EAI parent company, subsidiary, or successor company, during the term of this agreement or within six (6) months after termination of this agreement. This payment shall be due within thirty (30) days of the employee's employment date with the other party.

SCHEDULE A

APPLICATION SOFTWARE PRODUCTS TO BE SUPPORTED

EAI shall provide the above described software and support SERVICE to the EAI software SYSTEMS and/or software modules listed below:

| Item | Product Acronym | Product/Module Description |
|------|-----------------|--|
| 1. | EZ-CAM/RE | Real Estate Computer Assisted Mass Appraisal (CAMA) and Assessment Administration |
| 2. | EZ-CAM/PP | Business Personal Property Computer Assisted Mass Appraisal (CAMA) and Assessment Administration |
| 3. | GUI | Graphical User Interface |

Note: The items above have been delineated by EAI and the COUNTY to operate only in the following user capacity environment:

Make: IBM System i

Model: 8202 **Processor:** E4C

Serial Number: 0646A0T

Users: 0-80

The above described software will be maintained under V7 R3 or greater of the IBM i OS/400 Operating System.

2. Exhibit B of Agreement is replaced with Revised Exhibit B, (rev. July 9, 2019).

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:

All invoices are due and payable 30 day after receiving invoice upon receipt. In advance of each twelve-month renewal period, EAI will invoice the COUNTY for the annual support fee described in EXHIBIT B, or in the then prevailing annual billing rate.

Support fees shown in EXHIBIT B are exclusive of all present and future federal, state, or local sales, use, excise, or processing taxes, or any other tax or charge that is or may be imposed on the SERVICE provided, save taxes on net income. EAI's failure to include or correctly compute such taxes on its invoices shall not relieve COUNTY of its obligation hereunder.

In the event COUNTY makes any advance payment, EAI agrees to refund any amounts in excess of the amount owed by COUNTY at the time of contract termination. COUNTY reserves the right to withhold payment if COUNTY determines that the quantity or quality of work performed is unacceptable. In no event shall total payment for services under this agreement exceed \$661,950.

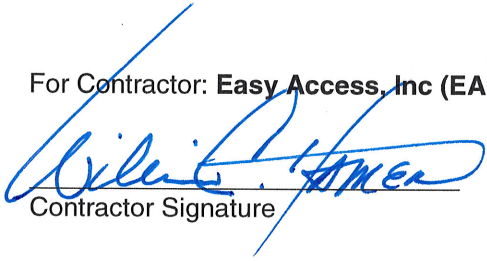
| EZ-Access Maintenance & Support 2019-2024 | | | | | |
|--|-------------------------|-------------------------|-------------------------|---------------------------|---------------------------|
| | SMC (Year 1) | SMC (Year 2) | SMC (Year 3) | RENEW OPTION 1 | RENEW OPTION 2 |
| | 7-1-19 thru 6-30-20 | 7-1-20 thru 6-30-21 | 7-1-21 thru 6-30-22 | 7-1-22 thru 6-30-23 | 7-1-23 thru 6-30-24 |
| EZ – CAM / RE | \$ 99,900.00 | \$ 104,900.00 | \$ 110,000.00 | | |
| EZ – CAM / PP | \$ 46,000.00 | \$ 48,000.00 | \$ 50,000.00 | | |
| EZ - GUI | \$ 6,900.00 | \$ 7,000.00 | \$ 7,250.00 | | |
| EFILE | \$ --- | \$ --- | \$ --- | | |
| | | | | | |
| Discount | \$ 30,500.00 | \$ 32,500.00 | \$ 35,000.00 | | |
| | | | | | |
| Total | \$ 122,300.00 | \$ 127,400.00 | \$ 132,250.00 | \$ 140,000.00 | \$ 140,000.00 |

| Annual Bill Rate and Payment Schedule | | |
|--|--------------------------------------|----------------------|
| Payment 1 | July 1, 2019 | \$122,300.00 |
| Payment 2 | July 1, 2020 | \$127,400.00 |
| Payment 3 | July 1, 2021 | \$132,250.00 |
| | Payment 1, 2, and 3 Subtotal | \$ 381,950.00 |
| Renew Option 1 | July 1, 2022 | \$ 140,000.00 |
| Renew Option 2 | July 1, 2024 | \$ 140,000.00 |
| | Renew Option 1 and 2 Subtotal | \$ 280,000.00 |
| | TOTAL | \$ 661,950.00 |

3. Early Termination of this Agreement shall result in forfeiture of any multi-year discount and COUNTY shall pay the full amount due for the pro-rated time of the services received.
4. All other terms and conditions of the agreement dated September 4, 2018, 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: **Easy Access, Inc (EAI)**


Contractor Signature

6-14-19
Date

WILLIAM C HAMER

Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board