

**AMENDMENT #3 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
KAIZEN TECHNOLOGY PARTNERS, LLC**

THIS AMENDMENT TO THE AGREEMENT, is entered into this ____ day of October, 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Kaizen Technology Partners, 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, on March 3, 2020, the County's Health Officer issued a "Declaration of Local Health Emergency Regarding Novel Coronavirus 2019," and the County Manager, as the County's Director of Emergency Services (the "Director"), issued a proclamation of local emergency pursuant to Government Code section 8630 and Chapter 2.46 of the County's Ordinance Code, which proclamation was ratified by the Board of Supervisors (the "Board") on March 10, 2020, pursuant to Government Code section 8630, and extended by the Board on April 7, 2020, until such time as the local emergency is terminated (the "COVID-19 Local Emergency"); and

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency related to COVID-19 throughout the State of California; and

WHEREAS, on March 13, 2020, the President of the United States proclaimed that the COVID-19 outbreak in the United States constituted a national emergency, beginning March 1, 2020; and

WHEREAS, the Director and the Director's designee, the Incident Commander at the Emergency Operations Center (EOC), have made many requests for services, supplies, and equipment, which expenses have been made through County department appropriations as well as through agreements executed by the Director or the EOC Incident Commander from March 3, 2020, to the present; and

WHEREAS, on March 24, 2020, the Board approved Resolution No. 077305 which, pursuant to Government Code Section 25502.7, authorized the Director to execute agreements for goods and services up to and including \$500,000, and any amendments to such agreements within such fiscal provisions; and

WHEREAS, on May 29, 2020, in furtherance of the County's efforts to save lives and protect health and safety in response to the COVID-19 emergency as declared by the federal, state, and local governments, the parties entered into an agreement for Digital Divide and Data Analytics professional services for a term of May 29, 2020, through August 31, 2020 for an amount not to exceed \$100,000 (Agreement No. 80511-20-D749, also referenced herein as the "Agreement"); and

WHEREAS, on July 7, 2020, the parties executed an amendment to the Agreement to reduce the hourly rate for the Contractor's Cloud Engineer role for this engagement, to add the County's Attachment H for Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements, to extend the term to September 30, 2020, and to increase the Agreement amount by \$395,000 for an amount not to exceed \$495,000; and

WHEREAS, on August 4, 2020, the Board approved Resolution No. 077629 waiving the Request for Proposals (RFP) process and ratified the Agreement and an Amendment with Kaizen Technology Partners for project management, data analysis, and data modeling services for the term of May 29, 2020 to May 28, 2021 in an amount not-to-exceed \$495,000; and

WHEREAS, on September 15, 2020, per approved Resolution No. 077629 the parties executed an amendment to the Agreement extending the term through May 28, 2021; and

WHEREAS, the County wishes to add an additional two (2) pilot sites for the Public Internet Connectivity Pilot Project thereby expanding the San Mateo County Public WiFi coverage in communities where there is a dense population of students; and

WHEREAS, the parties wish to amend the Agreement for additional project management and application maintenance services, increasing the Agreement amount by \$81,600 for a not to exceed \$576,600, and the consideration for which is hereby acknowledged.

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

1. Section 1 – Exhibits and Attachments is amended and restated in its entirety to read as follows:

Exhibit A1 – Services
Exhibit B2 – Payments and Rates
Attachment E – Emergency Agreement Provisions
Attachment IP – Intellectual Property
Attachment H – HIPAA Business Associate Requirements

2. Section 3 – Payments is amended and restated in its entirety to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Five Hundred Seventy-Six Thousand Six Hundred Dollars (\$576,600.00). 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 or expiration. Contractor is not entitled to payment for work not performed as required by this agreement

3. Original Exhibit B is replaced, Revised Exhibit B2 (rev. October 20, 2020), attached.
4. All other terms and conditions of Agreement No. 80511-20-D749 dated May 29, 2020, as previously amended, between the County and Contractor shall remain in full force and effect.
5. This Amendment, including the revised Exhibit B2 hereto and incorporated by reference, constitutes the entire understanding of the parties hereto with respect to this subject matter herein and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the Parties not expressly stated in this document are not binding. All subsequent modifications of this Amendment shall not be effective unless set forth in writing and executed by both parties.

Exhibit B2 (rev. October 20, 2020)

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:

The total not to exceed amount for this agreement is \$576,600, including any and all approved expenses for Cloud Provider and Software costs and applicable taxes.

Services will be billed on a Time and Materials ("T&M") basis per the rates in the table below.

Role	Hourly Rate
Program Manager	\$200
Solutions Architect	\$225
Cloud Engineer	\$125
Data Engineer	\$250
Data Scientist	\$250
Business Analyst	\$150

Fees. Contractor shall invoice County on a monthly basis for the Services or other expenses if pre- approved in writing by County that were incurred by Contractor in connection with the Services as applicable. County shall report any disputed fees to Contractor in writing. The undisputed portion of each such invoice shall be payable within thirty (30) days of receipt.

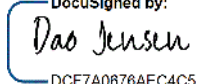
Payment. All payments under this SOW shall be made within thirty (30) days of the invoice date in currently available funds. Unless otherwise expressly agreed by the Parties, all fees are payable in U.S. Dollars to KAIZEN TECHNOLOGY PARTNERS.

Please Note:

Contractor will submit detailed invoices to the County on a monthly basis to include billed hours for each position, hours billed at applicable rates, locations where Contractor's assigned personnel are working and supporting documentation including timesheets or time logs for staff with a description of the work performed and no greater than quarter hour billing increments. Contractor will certify the timesheets and/or time logs.

In witness of and in agreement with this Amendment's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: KAIZEN TECHNOLOGY PARTNERS, LLC

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Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board