

**SECOND AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
VERSATERM, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this 17th day of November 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and VERSATERM, 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 Computer Aided Dispatch (CAD) services, numbered Resolution No. 076262, and dated November 6, 2018, as amended by Amendment 1, numbered Resolution No. 077320, and dated March 24, 2020 (collectively, the "Initial Agreement"); and

WHEREAS, the parties wish to amend the Initial Agreement to correct a pricing calculation error reflected in the Price List and Payment Schedule (Exhibit A) and to add a payment for project delays that will impact the annual recurring costs and Total Agreement Price;

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

1. Section 4.1 of the Initial Agreement is amended such that the Not-to-Exceed amount is increased by \$75,047, and reads as follows:

In consideration of Contractor installing and supplying the described Application Software and Services in accordance with this Agreement, the County agrees to pay Contractor the dollar amount identified as the Total Agreement Price in the Price list and Payment Schedule (Exhibit A) under the terms and conditions as set out in sub-sections 4.2 to 4.6 below and according to the Price list and Payment Schedule (Exhibit A). In no event shall the Total Agreement Price exceed \$3,814,356.

2. County shall pay the amounts described in the attached sheet of Exhibit A upon delivery of the services as quoted as \$51,053, wherein the fees for Application Enhancement Maintenance is added to the calculation of the Total Annual Recurring Costs. In addition, County shall pay an additional one-time fee of \$23,994 as noted on Exhibit J for CAD implementation delay costs.

3. **All other terms and conditions of the agreement dated November 6, 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: **VERSATERM, INC.**

  
Contractor Signature

Oct 29, 2020  
Date

Terri Rosales  
Contractor Name (please print)



Oct 29, 2020 WARREN LOOMIS

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

EXHIBIT A- REPLACEMENT OF RECURRING COST PAGE

	A	C	D	E	F	G
1	<b>Recurring Costs Summary Form</b>					
2	Item	Recurring Cost Year 2	Recurring Cost Year 3	Recurring Cost Year 4	Recurring Cost Year 5	TOTAL Recurring Cost Year 2 - 5
3	CORE					
4	System Software Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
5	CAD Application Software Maintenance	\$ 134,759	\$ 140,149	\$ 145,755	\$ 151,586	\$ 572,249
6	Mobile Application Software Maintenance	\$ 46,124	\$ 47,969	\$ 49,888	\$ 51,883	\$ 195,864
7	Interface Software Maintenance	\$ 106,111	\$ 110,356	\$ 114,770	\$ 119,361	\$ 450,597
8	Application Enhancement Maintenance	\$ 12,022	\$ 12,503	\$ 13,003	\$ 13,524	\$ 51,053
9	<b>Total Annual Recurring Costs</b>	<b>\$ 299,017</b>	<b>\$ 310,977</b>	<b>\$ 323,416</b>	<b>\$ 336,353</b>	<b>\$ 1,269,763</b>



Address: 2300 Carling Avenue  
Ottawa, Ontario, Canada, K2B 7G1  
Tel: (613) 820-0311  
Website: www.versaterm.com  
Date: October 20, 2020

**Costs associated with go-live Delay**

**Customer**  
County of San Mateo  
Attention: Natasha Claire-Espino nclaire-espino@smcgo.org

**Remarks**  
Costs associated with adding a 3-month delay to the CAD go-live

	Qty	Price
<b>Licenses</b>		
4js Genero Licensing		\$ 1,944
<b>Services</b>		
Additional Project Management / Implementation Support		\$ 22,050
<b>Total</b>		<b>\$ 23,994</b>

Lana Richards  
VERSATERM Inc.  
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Ottawa, ON CANADA K2B 7G1  
613.820.0311