

**AMENDMENT NO. 2 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
AVEPOINT PUBLIC SECTOR INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and AvePoint Public Sector 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, on March 30, 2018, County's Information Services Department (ISD) entered into an Agreement with Contractor to provide services to efficiently and effectively administer and manage the County's Microsoft Office 365 environment for the term March 30, 2018 through March 29, 2020, in an amount not to exceed \$99,000; and

WHEREAS, on March 30, 2020, the parties executed an amendment to the Agreement for continued SharePoint and Office 365 administration, management, and reporting Software as a Service solution, extending the term through March 30, 2021, and increasing the amount by \$49,500, for a new not to exceed amount of \$148,500; and

WHEREAS, the parties wish to amend the Agreement to continue the Microsoft Software as a Service solution and to provide administration, management, and reporting services for the County's SharePoint and Office 365 environment, extending the term through March 30, 2024, and increasing the amount by \$148,500 for an amount not to exceed \$297,000.

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

- 1. Section 3. Payments of the agreement is amended 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 Two Hundred Ninety-Seven Thousand dollars (\$297,000). 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.

2. Section 4. Term of the agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from March 30, 2018 through March 29, 2024.

3. Original Exhibit B is replaced with Revised Exhibit B (rev. [02/8/2021]).

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 \$297,000.

Should the County wish to continue the services and support provided by Contractor, an Amendment to this Agreement will be executed.

Term	Description	Cost
Year 1 Invoice 2018: 3/30/2018 to 3/29/2019	Subscription for Cloud Management which includes 24/7 Maintenance & Support	\$49,500.00
Year 2 Invoice 2019: 3/30/2019 to 3/29/2020	Subscription for Cloud Management which includes 24/7 Maintenance & Support	\$49,500.00
Year 3 Invoice 2020: 3/30/2020 to 3/29/2021	Subscription for Cloud Management which includes 24/7 Maintenance & Support	\$49,500.00
Year 4 Invoice 2021: 3/30/2021 to 3/29/2022	Subscription for Cloud Governance which includes 24/7 Maintenance & Support	\$49,500.00
Year 5 Invoice 2022: 3/30/2022 to 3/29/2023	Subscription for Cloud Governance which includes 24/7 Maintenance & Support	\$49,500.00
Year 6	Subscription for Cloud Governance	\$49,500.00

Invoice 2020: 3/30/2023 to 3/29/2024	which includes 24/7 Maintenance & Support	
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Invoicing Procedures

County shall pay Contractor, upon receipt of an invoice, for services rendered. Each invoice submitted must include the following information, at a minimum:

1. Agreement number/PO number
2. Time period covered
3. Detailed statement of services/work completed for the invoice period
4. Breakdown of labor, materials and taxes

Payments shall be made within Net 30 days from the date of the applicable undisputed invoice.

4. **All other terms and conditions of the agreement dated March 30, 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: **AvePoint Public Sector Inc.**

DocuSigned by:
Taylor Davenport
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