

**AMENDMENT NO. 3 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SURVEY MONKEY INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this 8th day of June, 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SurveyMonkey 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 November 7, 2018, the parties entered into an Agreement for purpose of providing online survey software services through May 31, 2019, and for a not to exceed amount of \$40,000; and

WHEREAS, on May 14, 2019, the parties amended the Agreement for continued online survey software services, extending the term through May 31, 2021, and increasing the amount by \$80,000, for a new not to exceed amount of \$120,000; and

WHEREAS, on July 9, 2020, the parties amended the Agreement to add additional license seats, increasing the amount by \$24,500, for a new not to exceed amount of \$144,500; and

WHEREAS, the parties wish to amend the Agreement for continued online survey software services, extending the term through May 31, 2023, and increasing the amount by \$129,000, for a new not to exceed amount of \$273,500.

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. In no event shall County's total fiscal obligation under this Agreement exceed Two Hundred Seventy-Three Thousand, Five Hundred Dollars (\$273,500). 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. Original Exhibit B is replaced with Revised Exhibit B, (rev. 4/30/2021).

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:

Subscription Term Start Date: June 01, 2018

Subscription Term End Date: May 31, 2020

Product Name	Product Attributes	Quantity	Sales Price	Total Product Price
SurveyMonkey Enterprise - Tier 1 Starter Seats (100)	Annual subscription to a bundle of 100 Starter seats on the SurveyMonkey Platform Enterprise multi-tier plan. Each seat includes up to 100 responses per seat and access to all survey platform features.	3	\$ 4,000.00	\$ 12,000.00
SurveyMonkey Enterprise - Tier 2 Professional Seats (5)	Annual subscription to a bundle of 5 Professional seats on the SurveyMonkey Platform Enterprise multi-tier plan. Each seat includes unlimited responses per seat and access to all platform features but DOES NOT include Advanced Branching, Piping and Multilingual Support.	8	\$ 3,500.00	\$ 28,000.00
			Total:	\$ 40,000.00

Subscription Term Start Date: June 01, 2020

Subscription Term End Date: May 31, 2023

Product Name	Product Attributes	Quantity	Sales Price	Total Product Price
SurveyMonkey Enterprise - Tier 1 Starter Seats (100)	Annual subscription to a bundle of 100 Starter seats on the SurveyMonkey Platform Enterprise multi-tier plan. Each seat includes up to 100 responses per seat and access to all survey platform features.	3	\$ 4,000.00	\$ 12,000.00
SurveyMonkey Enterprise - Tier 2 Professional Seats (5)	Annual subscription to a bundle of 5 Professional seats on the SurveyMonkey Platform Enterprise multi-tier plan. Each seat includes unlimited responses per seat and access to all platform features but DOES NOT include Advanced Branching, Piping and Multilingual Support.	15	\$ 3,500.00	\$ 52,500.00
			Total:	\$ 64,500.00

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
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.

- 3. All other terms and conditions of the agreement dated November 7, 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: SURVEY MONKEY, INC.

DS
RA

VP & Deputy General Counsel

May 21, 2021

DocuSigned by:



BF4B67CED253408...

Contractor Signature

May 25, 2021

Date

Dharti Patel

Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Certificate Of Completion

Envelope Id: 638BA4B2A4F342FBAF6308C61FC6B6C9

Status: Completed

Subject: Please DocuSign: SurveyMonkey_18441-19-D109_A3_ForVendor_REV w-date.pdf

Source Envelope:

Document Pages: 5

Signatures: 0

Envelope Originator:

Certificate Pages: 1

Initials: 1

Kristen Pepperling

AutoNav: Enabled

1 Curiosity Way

Envelopeld Stamping: Enabled

San Mateo, CA 94403

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

kristenb@surveymonkey.com

IP Address: 165.225.50.220

Record Tracking


Status: Original

Holder: Kristen Pepperling

Location: DocuSign

5/21/2021 1:14:37 PM

kristenb@surveymonkey.com

Signer Events	Signature	Timestamp
Ray Amanquah raya@surveymonkey.com VP & Deputy General Counsel SurveyMonkey Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 165.225.243.17	Sent: 5/21/2021 1:15:42 PM Viewed: 5/21/2021 3:17:08 PM Signed: 5/21/2021 3:17:23 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/21/2021 1:15:42 PM
Certified Delivered	Security Checked	5/21/2021 3:17:08 PM
Signing Complete	Security Checked	5/21/2021 3:17:23 PM
Completed	Security Checked	5/21/2021 3:17:23 PM
Payment Events	Status	Timestamps