

**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 25, 2021	Dharti Patel
May 21, 2021	<u>Contractor Signature</u>	<u>Date</u>	<u>Contractor Name (please print)</u>



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
Certificate Pages: 1	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Kristen Pepperling
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1 Curiosity Way
	San Mateo, CA 94403
	kristenb@surveymonkey.com
	IP Address: 165.225.50.220

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5/21/2021 1:14:37 PM	kristenb@surveymonkey.com	

Signer Events

Ray Amanquah
raya@surveymonkey.com
VP & Deputy General Counsel
SurveyMonkey

Security Level: Email, Account Authentication
(None)

Signature


Signature Adoption: Pre-selected Style
Using IP Address: 165.225.243.17

Timestamp

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:
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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**

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Payment Events**Status****Timestamps**