

# Information Technology Services Agreement Amendment 11

County of Solano

Avenu Insights & Analytics, Inc.

This eleventh amendment ("Amendment No. 11") to the Information Technology Services Agreement dated June 12, 2006 ("Agreement") is made on December 31, 2019 ("Amendment Effective Date"), by and between the County of Solano, California, ("County") and Avenu Insights & Analytics Inc. ("Avenu" or "Provider"). The County and Avenu (each individually a "Party" and collectively "the Parties") agree as follows:

1) Section 9.1.4 of the Agreement is deleted and replaced with:

**9.1.4 Extended Term**

Notwithstanding the expiration of the last Renewal Term pursuant to Sections 9.1.1 and 9.1.2, the Parties agree to extend the term of this Agreement from the Effective Date until December 31, 2021 ("Extension Term").

County shall have the right to extend the Extension Term for up to twelve (12) successive renewal periods of one (1) month (each an "*Extension Term*") by providing written notice to Provider in accordance with the terms of *Section 19.6 Notices* at least thirty (30) days before the end of the Extension Term.

2) Schedule 3, Fees, and Appendix 3A of Schedule 3 shall be replaced with the pricing for the Extension Term of January 1, 2020 through December 31, 2021 which is provided in the attached Exhibit A to this Amendment.

3) Should a vacancy occur in one of the identified FTE positions, Contractor agrees to the following:

a) If the vacancy occurs at the written request of the County for any reason including but not limited to in-sourcing a position, a change in business need, or a re-structuring of work assignments, Provider agrees that it will only bill 50% for that vacant position for the first full month the position is vacant ("Vacancy Offset"). Should the position remain vacant beyond 30 calendar days, Provider is not entitled to bill any Vacancy Offset until the position is filled. If a vacant position is filled at any point within a calendar month, Contractor may bill for that pro rata share of the Baseline Quantity that is actually staffed with a qualified FTE.

b) If the vacancy occurs for any other reason, Provider will not bill for that position while it remains vacant. If a vacant position is filled with a qualified FTE at any point within a calendar month, Provider may bill for that pro rata share of the Baseline Quantity that is actually filled.

4) In the event the Extension Term continues beyond December 31, 2021, the County and Provider will mutually agree on pricing.

5) The parties agree to develop revised Service Level Requirements ("SLRs") for each Service Tower within one hundred and twenty (120) days of the Effective Date. Any mutually agreed upon SLRs shall consider reasonable assumptions including the number of FTE's, the rigor of the proposed SLR relative to the current SLR and industry standard and the ultimate goal the revised SLR seeks to achieve. The revised SLR will be incorporated into the Agreement upon the Parties' execution of a modification to

this Agreement. Failure to achieve mutually agreeable SLRs within the 120 days will grant the County the right to defer any rate increases in the fee schedule. Until mutually agreed SLRs are effective, the provisions of Schedule 4, Fee Reductions, as amended below, shall apply.

- 6) The parties also agree to define and develop Tier 1 (End User Support) and Tier 2 (Operations and Maintenance) service descriptions and roles & responsibilities within one hundred and twenty (120) days of the Effective Date ("Service Descriptions"). Any mutually agreed upon Service Descriptions shall consider appropriate assumptions including timing, desired outcomes, staffing levels and capabilities and will be effective and incorporated into the Agreement upon the Parties' execution of a mutually agreeable amendment to this Agreement.
- 7) All other terms and conditions set forth in the Agreement, as previously amended, and as amended by this Amendment No. 11, shall remain unchanged and in full effect.

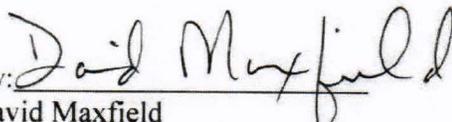
**IN WITNESS WHEREOF**, County and Provider have caused this Amendment No. 11 to be signed by their duly authorized officers, on the Amendment Effective Date.

**County:**  
County of Solano

By: \_\_\_\_\_  
Timothy P. Flanagan

Title: CIO

**Provider:**  
Avenu State & Local

By:   
David Maxfield

Title: CIO & CTO

APPROVED AS TO FORM

By:   
County Counsel

<b>SUMMARY: Extension Term 1/1/20 - 12 /31/21</b>	
<b>Service Recipient:</b>	Solano County
<b>Vendor Name:</b>	Avenu Analytics & Insights

RECURRING / ONGOING COSTS					
Category	Service / Description	Year 14 - 01/2020 - 06/2020	*Year 15 - *07/2020 - 06/2021	**Year 16 - **07/2021 - 12/2021	Total
Base Service	Data Center Services	\$243,491	\$506,462	\$263,360	\$1,013,314
Base Service	Desktop Support Services	\$896,610	\$1,864,948	\$969,773	\$3,731,330
Base Service	Systems Administration Services	\$680,878	\$1,416,227	\$736,438	\$2,833,543
Base Service	GIS Services	\$308,472	\$641,622	\$333,643	\$1,283,738
Base Service	Help Desk Services	\$189,991	\$395,182	\$205,495	\$790,668
Base Service	Application Services	\$752,923	\$1,566,080	\$814,361	\$3,133,364
<b>ANNUAL SERVICE FEES</b>		<b>\$3,072,366</b>	<b>\$6,390,520</b>	<b>\$3,323,071</b>	<b>\$12,785,956</b>
*Year 15 is an estimate based on a 4% adjustment on July 01, 2020					
**Year 16 is an estimate based on a 4% adjustment on July 01, 2021					

Avenu Provided Staff				01/2020 - 06/2020	*07/2020 - 06/2021	**07/2021 - 12/2021	01/2020 - 12/2021
Resource Category	Unit of Measure	Baseline Quantity	Monthly Unit Cost	Monthly Total	Monthly Total	Monthly Total	Total
<b>Data Center Services</b>							
Management Services	FTE	1	\$ 15,599	\$ 15,599	\$ 16,223	\$ 16,871	\$ 389,492
Computer Operator Supervisor	FTE	1	\$ 8,891	\$ 8,891	\$ 9,247	\$ 9,617	\$ 222,010
Computer Lead Operator	FTE	1	\$ 8,046	\$ 8,046	\$ 8,368	\$ 8,703	\$ 200,906
Computer Lead Operator	FTE	0	\$ -	\$ -	\$ -	\$ -	\$ -
Computer Sr Operator	FTE	1	\$ 8,046	\$ 8,046	\$ 8,368	\$ 8,703	\$ 200,906
<b>Data Center Services Fees</b>			<b>MONTHLY</b>	<b>\$ 40,582</b>	<b>\$ 42,205</b>	<b>\$ 43,893</b>	<b>\$ 1,013,314</b>
<b>Desktop Support Services</b>							
Management Services	FTE	0.5	\$ 13,727	\$ 6,863	\$ 7,138	\$ 7,423	\$ 171,376
AV System Senior Technician	FTE	1	\$ 9,047	\$ 9,047	\$ 9,409	\$ 9,785	\$ 225,905
System Senior Lead	FTE	1	\$ 9,047	\$ 9,047	\$ 9,409	\$ 9,785	\$ 225,905
System Senior Technician	FTE	12	\$ 9,047	\$ 108,566	\$ 12,909	\$ 117,426	\$ 2,710,862
Prod Control Sr. Analyst	FTE	1	\$ 7,955	\$ 7,955	\$ 8,274	\$ 8,604	\$ 198,641
Prod Control Analyst	FTE	1	\$ 7,955	\$ 7,955	\$ 8,274	\$ 8,604	\$ 198,641
<b>Desktop Support Services Fees</b>			<b>MONTHLY</b>	<b>\$ 149,435</b>	<b>\$ 155,412</b>	<b>\$ 161,629</b>	<b>\$ 3,731,330</b>
<b>Systems Administration Services</b>							
Systems Administration Supervisor	FTE	1	\$ 15,183	\$ 15,183	\$ 15,790	\$ 16,422	\$ 379,113
Security Administration	FTE	1	\$ 16,223	\$ 16,223	\$ 16,871	\$ 17,546	\$ 405,071
Systems Administration Lead	FTE	1	\$ 14,250	\$ 14,250	\$ 14,820	\$ 15,413	\$ 355,817
Data/Voice Engineers	FTE	0	\$ 16,066	\$ -	\$ -	\$ -	\$ -
Sr. Systems Administrator	FTE	5	\$ 13,565	\$ 67,824	\$ 70,537	\$ 73,359	\$ 1,693,541
<b>Systems Administration Services Fees</b>			<b>MONTHLY</b>	<b>\$ 113,480</b>	<b>\$ 118,019</b>	<b>\$ 122,740</b>	<b>\$ 2,833,543</b>
<b>HelpDesk Services</b>							
Management Services	FTE	0.5	\$ 13,727	\$ 6,863	\$ 7,138	\$ 7,423	\$ 171,376
HelpDesk Lead	FTE	1	\$ 8,267	\$ 8,267	\$ 8,598	\$ 8,942	\$ 206,431
HelpDesk Analyst	FTE	2	\$ 8,267	\$ 16,535	\$ 17,196	\$ 17,884	\$ 412,861
<b>HelpDesk Services Fees</b>			<b>MONTHLY</b>	<b>\$ 31,665</b>	<b>\$ 32,932</b>	<b>\$ 34,249</b>	<b>\$ 790,668</b>
<b>Applications Services</b>							
Project Manager	FTE	1	\$ 15,599	\$ 15,599	\$ 16,223	\$ 16,871	\$ 389,492
Application Support	FTE	2	\$ 14,039	\$ 28,078	\$ 29,201	\$ 30,369	\$ 701,085
DBA Support	FTE	2	\$ 16,934	\$ 33,868	\$ 35,223	\$ 36,632	\$ 845,668
Sr. Infrastructure Engineer	FTE	2	\$ 16,847	\$ 33,693	\$ 35,041	\$ 36,442	\$ 841,302
Infrastructure Engineer	FTE	1	\$ 14,250	\$ 14,250	\$ 14,820	\$ 15,413	\$ 355,817
Systems Development	FTE	0	\$ 12,853	\$ -	\$ -	\$ -	\$ -
<b>Applications Services Fees</b>			<b>MONTHLY</b>	<b>\$ 125,487</b>	<b>\$ 130,507</b>	<b>\$ 135,727</b>	<b>\$ 3,133,364</b>
<b>GIS Services</b>							
GIS Analyst - Senior	FTE	2	\$ 14,039	\$ 28,078	\$ 29,201	\$ 30,369	\$ 701,085
GIS Analyst	FTE	2	\$ 11,667	\$ 23,334	\$ 24,268	\$ 25,239	\$ 582,653
GIS Technician	FTE	0	\$ 11,327	\$ -	\$ -	\$ -	\$ -
<b>GIS Services Fees</b>			<b>MONTHLY</b>	<b>\$ 51,412</b>	<b>\$ 53,468</b>	<b>\$ 55,607</b>	<b>\$ 1,283,738</b>
<b>Total Monthly</b>				<b>\$512,061</b>	<b>\$ 532,543</b>	<b>\$ 553,845</b>	
<b>Total for Period</b>				<b>\$3,072,366</b>	<b>\$6,390,520</b>	<b>\$3,323,071</b>	<b>\$ 12,785,956</b>
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