

**AMENDMENT 12 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SAPIENT CORPORATION**

THIS AMENDMENT 12 TO THE AGREEMENT, entered into this 10th day of September 2024, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Sapient Corporation, 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 December 11, 2018, the parties entered into an Agreement for the design, development, implementation, and maintenance of the Assessor Property Assessment System (APAS) services (BOS Resolution # 076320);

WHEREAS, on August 29, 2019, at the conclusion of the Definition Phase, the APAS Solutions and Executive Steering Committee approved Change Request number CR-005 (Amendment 1) for the revisions to Exhibit B (Fee Methodology and Payments);

WHEREAS, on April 07, 2020, the parties amended the Agreement (Amendment 2) to incorporate the Data Cleansing and Conversion project by modifying Sections 2, 3.1, and 4 and increased the Agreement amount by \$3,886,400 to new amount of \$20,188,348 (BOS Resolution # 077335);

WHEREAS, on November 10, 2020, the parties amended the Agreement (Amendment 3) to incorporate the revisions to Exhibit B (Revised Fee Methodology and Payments for APAS design, development, and implementation SOW #1) and Exhibit F (Fee Methodology and Payments for Data Cleansing and Conversion SOW # 3);

WHEREAS, on June 10, 2021, the parties amended the Agreement (Amendment 4) to incorporate the revisions to Exhibit B (Revised Fee Methodology and Payments for APAS design, development, and implementation SOW #1);

WHEREAS, on September 14, 2021, the parties amended the Agreement (Amendment 5) to APAS Development Project (Exhibit A, SOW # 1) timeline from 3 years to 3 ½ years by an additional six months from January 01, 2022 to June 30, 2022 and move the start date of the maintenance agreement from January 1, 2022 to July 1, 2022, increase the APAS Development Contingency amount of the Agreement by \$1,000,000 to a new amount of \$21,188,348 and extend the term of the Agreement from December 31, 2031 to June 30, 2032 (BOS Resolution # 078374); and

WHEREAS, on June 15, 2022, the parties amended the Agreement (Amendment 6) to extend the APAS Development Project (Exhibit A, SOW # 1) timeline from 3 ½ years to 3 years 8 ½ months by an additional two and a half months from July 1, 2022 to September 15, 2022 and move the start date of the maintenance agreement from July 1, 2022 to September 15, 2022 and extend the term of the Agreement from June 30, 2032 to September 15, 2032 to include the approved Change Request # CR-023;

WHEREAS, on September 27, 2022, the parties amended the Agreement (Amendment 7) to 1) extend the APAS Development Agreement timeline by an additional 9 ½ months from September 16, 2022 to June 30, 2023 to include the approved Change Request # CR-024; 2) revise the start date of the Maintenance Agreement from September 15, 2022 through September 15, 2032 to July 1, 2023 through June 30, 2033; 3) increase the APAS Development Agreement amount by \$1,150,000, for a new not to exceed amount of \$22,338,348; and 4) reallocate \$1,150,000 in APAS project budget funds by moving \$900,000 from the Best Practice Vendor Cost and \$250,000 from the Information Services Department Support Cost to the APAS Development Agreement contingency fund.

WHEREAS, on June 13, 2023, the parties amended the Agreement (Amendment 8) to 1) extend the APAS Development Agreement timeline by an additional 5 months from June 30, 2023 to November 30, 2023 to include the approved Change Request # CR-025; 2) revise the start date of the Maintenance Agreement from July 1, 2023 through June 30, 2033 to December 1, 2023 through November 30, 2033; and 3) increase the APAS Development Agreement amount by \$1,535,301, for a new not to exceed amount of \$23,873,649.

WHEREAS, on November 29, 2023, the parties amended the Agreement (Amendment 9) to 1) extend the APAS Development Agreement timeline by an additional 29 days from November 30, 2023 to December 29, 2023 to include the approved Change Request # CR-026; 2) revise the start date of the Maintenance Agreement from December 1, 2023 through November 30, 2033 to December 30, 2023 through December 29, 2033.

WHEREAS, on January 23, 2024, the parties amended the Agreement (Amendment 10) to 1) extend the end date of the APAS Development Agreement from December 30, 2023 to March 15, 2024 as required to include within the scope of the APAS Development Agreement the Phase 3 90-day Warranty Services as further described in Change Request # CR-027; (2) revise the term and start date of the Maintenance Agreement from December 1, 2023 through November 30, 2033 to March 16, 2024 through March 15, 2034; (3) allocate the outstanding components and the associated funding of Phase 5A and Phase 5B to the APAS 90-day Phase 3 Warranty period and initial year of the APAS Maintenance Agreement as further described in CR-027; (4) allocate the remaining funding for the Development Agreement M&O and remaining funding for the APAS Development and Data Contingency to the initial year of the Maintenance Agreement as further described in CR-027; and (5) approve additional funding of \$245,734 to the Development Agreement and \$1,014,063 to the Maintenance Agreement resulting in a revise “not to exceed amount” under this Agreement of \$25,133,446.

WHEREAS, on June 1, 2024, the parties amended the Agreement (Amendment 11) to 1) extend the APAS Development Agreement timeline by an additional 75 days from March 15, 2024 to May 31, 2024 to include the approved Change Request # CR-028; and 2) revise the start date of the Maintenance Agreement from March 16, 2024 through March 15, 2034 to June 1, 2024 through May 31, 2034; and

WHEREAS, the parties now wish to further amend the Agreement (Amendment 12) to approve the reallocation of \$568,218 from the BOS approved Non-Departmental Services budget to the APAS Maintenance Agreement for the services described in CR-029 for a new not to exceed amount of \$25,701,664.

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

1. Exhibit D (10 Year Post Production Maintenance & Operation Support Payment (SOW # 2)) of the Agreement is replaced in its entirety with Exhibit D-1, (below):

Exhibit D-1 – Maintenance and Operations Support Payments # 3 (SOW # 2)

In Consideration of the services provided by the Contractor as described in document Exhibit D-1 (SOW #2) and subject to the terms of the Agreement, County shall pay Contractor as described in the *Attachment # 1: Exhibit D-1 - Maintenance and Operations Support Payments # 3 (SOW # 2)* document.

2. Section 4: Payments: of the Agreement is replaced in its entirety 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 (SOW #1) and Exhibit C (SOW #2), County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B - Fee Methodology and Payments # 10 (SOW #1) for Exhibit A (SOW #1) and Exhibit D-1 – Maintenance and Operations Support Payments # 3 (SOW #2). County reserves the right to withhold partial payment for Exhibit A (SOW #1) if County determines that the quantity or quality of the work performed is being conditionally accepted as specified in Exhibit A-9 (Acceptance Criteria). In no event shall County's total fiscal obligation under this Agreement exceed Twenty-Five Million Seven Hundred One Thousand and Six Hundred Sixty-Four dollars (\$25,701,664). 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.

3. **All other terms and conditions of the agreement dated December 11, 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: **Sapient Corporation**



Contractor Signature

Date

Contractor Name (please print)

8/27/24

Ryan Walsh

COUNTY OF SAN MATEO

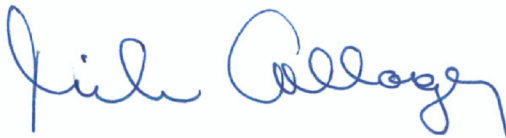


By:
President, Board of Supervisors, San Mateo County

Resolution No. 080609

Date: September 10, 2024

ATTEST:



By:
Clerk of Said Board