

**AMENDMENT 3 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
MARY SCAVARDA**

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this 1st day of April 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Mary Scavarda, hereinafter called "Contractor".

WITNESSETH:

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; and,

WHEREAS, the parties entered into an Agreement for Consulting services on July 1, 2019 through September 30, 2019 in the amount of \$45,360; and,

WHEREAS, the parties amended Agreement 13000-19-D073 (Amendment 1) for Consulting services on October 1, 2019 extending the agreement through January 31, 2020 in the amount of \$50,000 not to exceed \$95,360; and,

WHEREAS, the parties amended Agreement 13000-19-D073 (Amendment 2) for Consulting services on February 1, 2020 extending the agreement through March 31, 2020 with no change to the amount; and

WHEREAS, the parties wish to amend the Agreement 13000-19-D073 (Amendment 3) to continue services through December 31, 2021, and increase the amount by \$277,400 to an amount not to exceed \$372,760,

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

- a. Section 3. Payments: is amended to read as follows:
 - a. "In no event shall County's total fiscal obligation under the Agreement exceed \$372,760."
- b. Section 4. Term: of the Agreement is amended to read as follows:
 - a. "Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2019, through December 31, 2021."
- c. Section 5. Termination: of the Agreement is replaced to read as follows:
 - a. "Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2019, through December 31, 2021."
 - b. This Agreement may be terminated by Contractor or by the Assessor-County Clerk-Recorder & Chief Elections Officer or his/her designee at any time without a requirement of good cause upon fourteen (14) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services completed to the work/services required by the Agreement.

County may terminate this Agreement, or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of seven calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

d. Exhibit A is amended as follows:

1. APAS Planning

- a. Work with APAS project team and Sapient for the Sprint planning sessions
- b. Participate in the Sprint demo and retrospective sessions

2. APAS Build Phases

- a. Plan, organize, and define project requirements, methods, and end objectives in consultation with end users; perform risk assessments; develop concept documents, impact analyses, stakeholder analyses, and draft process documentation; coordinate project activities with other APAS team members and Sapient
- b. Collect, analyze, and interpret Assessor business procedures and data; develop sound conclusions, recommendations, and solutions
- c. Review and validate user stories and data model for all Phases of the Project as per APAS Project Plan and ensure that the design meets the specifications
- d. Review and validate the design for all the functionalities planned for the releases within each phase
- e. Review and validate Release Acceptance Criteria
- f. Review and validate user acceptance test scenarios for all Phases of the project
- g. Perform various testing as per the Master Test Strategy/Plan
- h. Review and validate the design of core technology components items including:
 - i. Business Rules Framework/Rule Engine
 - ii. Communication Management
 - iii. Document Management
 - a) Document Generation
 - b) FileNet Integration
 - c) Scanning
 - iv. Work Item Management
- i. Participate in Architecture Review Board, Data Governance Board and provide feedback on policies, standards and procedures and technical documentation

3. APAS Data Cleansing Contract

- a. Work with Acting IT Director and APAS Program Manager in developing contract artifacts such as: Deliverables, Roles and Responsibility Matrix etc.
- b. Review other contract artifacts
- c. Participate in SOW development meetings as required

4. APAS Data Cleansing Implementation
 - a. Review and validate data cleansing strategies and procedures
 - b. Provide guidance of Data Governance processes, policies and standards
 - c. Review the data cleansing results reports, error/exception reports for the business SMEs

5. APAS Staff Recruitment - Participate in APAS contract and Term staff recruitment:
 - a. Review the job description
 - b. Candidate resume review and shortlisting
 - c. Candidate Interview
 - d. Candidate Selection

All tasks and assignment will be performed in accordance with APAS and other IT project plans.

- e. Exhibit B: is amended to read as follows:
 - a. The combined total hours for this contract will not exceed a total of hour 2942. Invoices will be submitted based on hours worked (\$120 FY 2019-2020, \$126.60 FY2020-2021, and \$ 130.40 FY2021-2022) during each two-week period. Terms are net 30 days after invoice is approved.

- f. **All other terms and conditions of the agreement dated July 1, 2019 and amended on October 1, 2019 (Amendment 1) and amended on February 1, 2020 (Amendment 2) 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: [Mary Scavarda]

Mary M Scavarda
Contractor Signature

3-12-2020
Date

MARY M SCAVARDA
Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board