

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SUPERION, LLC A CENTRALSQUARE TECHNOLOGIES COMPANY**

THIS AMENDMENT TO THE AGREEMENT, entered into this 18th day of July, 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Superion, LLC a CentralSquare Technologies Company, 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, the parties entered into an Agreement for the purpose of providing licenses, access, maintenance, support, migration, installation and other professional services to the Finance Enterprise ("Solutions") software application; and

WHEREAS, the parties wish to amend the Agreement (the "First Amendment") to (a) modify the term's start date from July 1 to October 1 and the end date from June 30 to September 30 annually for the remaining duration of this Agreement; and (b) increase the limit of the County's total payment obligation under the Agreement by Sixty-One Thousand Six Hundred Thirty-Four Dollars and Eighty-One Cents (\$61,634.81) for the additional three months for a total not to exceed amount of One Million Three Hundred Twelve Thousand Four Hundred Ninety-Six Dollars and Nineteen Cents (\$1,312,496.19).

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

1. Section 3. Payments of the agreement is amended and restated in its entirety 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. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Eight Hundred and One Thousand, Three Hundred Fifteen Dollars and Forty-Three Cents (\$801,315.43) for the initial three year term of this Agreement. Should the County choose to exercise both of its one year contract extension options pursuant to Section 4, the County will incur an additional fiscal obligation of Five Hundred Eleven Thousand One Hundred Eighty Dollars

and Seventy-Six Cents (\$511,180.76), such that the County's total fiscal obligation under this Agreement, including the two additional years, shall not exceed One Million Three Hundred Twelve Thousand Four Hundred Ninety-Six Dollars and Nineteen Cents (\$1,312,496.19) as set forth in Exhibit B. 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 termination or expiration of this Agreement. Contractor is not entitled to payment for work not performed as required by this Agreement.

2. Section 4. Term is added to the agreement to read as follows:
Subject to compliance with all terms and conditions and any termination, the initial three year term of this Agreement shall commence July 1, 2021 through June 30, 2022, followed by a three month extension from July 1, 2022 to September 30, 2022, after which the term shall continue through September 30, 2024; provided that the County shall have the option, exercisable at the County's sole discretion, to extend the Agreement on the same terms herein for up to two additional one-year terms, the first commencing from October 1, 2024 through September 30, 2025, and the second from October 1, 2025 through September 30, 2026. The County may exercise its option to extend this Agreement on the same terms herein by providing written notice to Contractor at any time prior to the expiration of the then current term.
3. Original Exhibit B is replaced with Exhibit B1, (rev. July 18, 2022), which is attached hereto and incorporated by reference as if fully set forth herein.
4. **All other terms and conditions of the agreement dated June 23, 2021, 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: Superion LLC, a CentralSquare Technologies Company

DocuSigned by:  E4124F28B4F5410...	8/2/2022	Daniel R. Maier
Contractor Signature	Date	Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit B1 (Rev. July 18, 2022)

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms and conditions of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Summary of Fees

Application	Qty	7/1/2021-6/30/2022	7/1/2022-9/30/2022	10/1/2022-9/30/2023	10/1/2023-9/30/2024	10/1/2024-9/30/2025	10/1/2025-9/30/2026
ONESolution Finance ASP/RSP Annual Access Fee	1	\$ 128,540.34	\$ 32,552.84	\$ 130,211.36	\$ 131,904.11	\$ 133,618.87	\$ 135,355.91
ONESolution Finance ASP/RSP Annual Access Fee	1	\$ 13,451.07	\$ 3,406.48	\$ 13,625.93	\$ 13,803.07	\$ 13,982.51	\$ 14,164.28
Cognos BI: Base Bundle - ASP Annual Access Fee	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ONESolution Job/Project Ledger Annual Maintenance Fee	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ONESolution Budgeting w/ Budget Item Detail Annual Maintenance Fee	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ONESolution Purchasing Annual Maintenance Fee	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ONESolution TRIAD Annual Maintenance Fee	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ONESolution Fixed Assets Annual Maintenance Fee	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ONESolution Easy Laser Forms Annual Maintenance Fee	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ONESolution Documents Online Annual Maintenance Fee	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ONESolution Click, Drag, and Drill Annual Maintenance Fee	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ONESolution Hassle Free Support Annual Maintenance Fee	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ONESolution Contract Management Annual Maintenance Fee	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ONESolution Grants Management Annual Maintenance Fee	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ONESolution Finance Other Annual Maintenance Fee	1	\$ 91,687.22	\$ 23,219.79	\$ 92,879.15	\$ 94,086.58	\$ 95,309.71	\$ 96,548.73
ONESolution General Ledger Annual Maintenance Fee	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ONESolution Accounts Payable Annual Maintenance Fee	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ONESolution Accounts Receivable Annual Maintenance Fee	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ONESolution Bank Reconciliation Annual Maintenance Fee	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ONESolution Finance Other Annual Maintenance Fee	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ONESolution Person/Entity Annual Maintenance Fee	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ONESolution Ad Hoc Reporting Annual Maintenance Fee	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ONESolution Cash Receipts Annual Maintenance Fee	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Certent Disclosure Management (DM): Base Bundle Annual Maintenance Fee	1	\$ 6,797.49	\$ 1,784.34	\$ 7,137.37	\$ 7,494.23	\$ 7,868.95	\$ 8,262.39
Certent Disclosure Management (DM): User Annual Maintenance Fee	1	\$ 672.28	\$ 176.47	\$ 705.89	\$ 741.19	\$ 778.25	\$ 817.16
ONESolution Hosting Fee Annual Access Fee	1	\$ 1,885.28	\$ 494.88	\$ 1,979.54	\$ 2,078.52	\$ 2,182.44	\$ 2,291.56
Total		\$ 243,033.67	\$ 61,634.81	\$ 246,539.25	\$ 250,107.70	\$ 253,740.72	\$ 257,440.04

Annual Payment Schedule and Terms:

- a) Subject to (i) exercise of the County's options to extend the term of the Agreement, and (ii) to any credits to which the County may be entitled under Section 2.5 of Exhibit A to the Agreement, commencing first on July 1, 2021 and (after a three month extension for which payment will be provided as set forth below) continuing on each October 1 thereafter through and including October 1, 2025, the County shall pay to Contractor an annual payment ("Annual Payment") for the above summarized fees as follows:
 - a. July 1, 2021: \$243,033.67 (notwithstanding this date, if the County Board of Supervisors has not approved this Agreement by July 1, 2021, the first year Annual Payment shall not be due until 30 days after such approval of this Agreement by the County Board of Supervisors)
 - b. July 1, 2022 to September 30, 2022: \$61,634.81 (payment for 3 months extension of term)
 - c. October 1, 2022 to September 30, 2023: \$246,539.25
 - d. October 1, 2023 to September 30, 2024: \$250,107.70

- e. October 1, 2024 to September 30, 2025: \$253,740.72 (Annual Payment due only if County exercises its option to extend the term of the Agreement by first of up to two additional one-year terms pursuant to Section 4 of the Agreement)
- f. October 1, 2025 to September 30, 2026: \$257,440.04 (Annual Payment due only if County exercises its option to extend the term of the Agreement by second of up to two additional one-year terms pursuant to Section 4 of the Agreement)
- b) The County shall not be required to pay Contractor and shall have no liability for any fees, payments, royalties, or other amounts other than those expressly set forth in this Exhibit B1.
- c) If County fails to make any payment when due, then Contractor may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and if such failure continues for 90 days following written notice thereof, Contractor may suspend performance until past due amounts have been paid.