

**THIRD AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SHERPA GOVERNMENT SOLUTIONS**

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Sherpa Government Solutions, LLC, hereinafter called "Contractor" (County and Contractor may be collectively referred to herein as "Parties" and individually as "Party");

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 a new budget system on October 31, 2017 for the term November 1, 2017 through September 30, 2022 in an amount not to exceed \$800,000; and

WHEREAS, on September 25, 2020, the Parties amended the Agreement ("Amendment 1") to include the list of budget books to be produced for the two-year budget cycle and increase the County's fiscal obligation limit amount by \$24,975 for a new not to exceed amount of \$824,975 with no change to the term; and

WHEREAS, on April 5, 2022, the Parties amended the Agreement a second time ("Amendment 2") to extend the term through February 28, 2023 with no change to the County's fiscal obligation limit amount in the Agreement; and

WHEREAS, the Parties wish to amend the Agreement a third time ("Amendment 3") to increase the County's fiscal obligation limit amount in the Agreement by \$914,350 to a new total amount not to exceed \$1,739,325 to cover the specified services for the extended term, extend the term through December 31, 2027 and replace Exhibits A1 and B1 with Exhibits A2 (rev. January 31, 2023) and B2 (rev. January 31, 2023).

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

1. Section 2 of the Agreement is amended and restated in its entirety to read as follows:

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B2 (rev. January 31, 2023), Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A2 (rev. January 31, 2023).

2. Section 3 of the Agreement (Payments) 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 A2 (rev. January 31, 2023), County shall make payments to Contractor based on the rates and in the manner specified in Exhibit B2 (rev. January 31, 2023). 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 ONE MILLION SEVEN HUNDRED THIRTY-NINE THOUSAND THREE HUNDRED TWENTY-FIVE DOLLARS AND ZERO CENTS (\$1,739,325.00). 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. Section 4 of the Agreement (Term) is amended and restated in its entirety to read as follows:

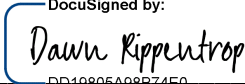
Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 1, 2017, through December 31, 2027.

4. Exhibits A1 and B1 to the Agreement are replaced with Exhibits A2 (rev. January 31, 2023) and B2 (rev. January 31, 2023), which are attached hereto and incorporated by reference as if fully set forth herein.

5. All other terms and conditions of the Agreement dated October 31, 2017, as amended on September 25, 2020, and April 5, 2022, 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: SHERPA GOVERNMENT SOLUTIONS

 DD10806A08B74E0...	1/15/2023	Dawn Rippentrop
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 A2 (rev. January 31, 2023)

In consideration of the payments set forth in Exhibit B2 (rev. January 31, 2023), Contractor shall provide the following services. Contractor has granted, and hereby grants, to the County a fully paid up, royalty-free, non-exclusive, non-transferable license to install and use (and to have installed and used) the software products identified in this Agreement (including BFM and PSDS software). There will be no additional charges for licenses for all software included in this amended Agreement.

Beginning 1/1/2023:

SUPPORT PACKAGE

Category	Support Item	Standard Support	Denali Support	Everest Support
Rollover	Perform annual rollover or support County BFM Administrator in annual rollover	X	X	X
Rollover	Universe support for annual rollover	X	X	X
Rollover	Copy Production to Development or Test environment as part of rollover process	X	X	X
Support	Help desk for County BFM Administrator to submit and receive resolutions to system issues	X	X	X
Support	Guidance for County BFM Administrator with configuration of the new budget forms or other processes	X	X	X
Reporting Support	Guidance for County BFM Administrator in creating complex reports	X	X	X
Training	Access to Sherpa Spotlights and training recordings library	X	X	X
PCF	Assist with PCF setup and data loads and data verification		X	X
Support	Support the County BFM Administrator in data loads/Admin Uploads and data verification		X	X
Support	Dedicated working sessions with County BFM team to review/resolve issues		X	X
Training	Sherpa will provide training, if needed, to			

	the County BFM Administrator		X	X
PCF	Load PCF data and run initial projections. Sherpa runs initial checks, followed by County verification.		X	X

Publishing Administration Support

Contractor shall provide supplemental support to public PADS and PatternStream publications. This service includes full administration, including supporting the publication process and support to end users. This support includes implementing minor changes to PADS/PatternStream but does not include significant changes to budget book redesigns.

Maintenance and Hosting for Existing BFM Software

Contractor shall provide maintenance and hosting for Sherpa BFM and Sherpa Reporting (BOBJ). This service encompasses:

- Unlimited users
- Two (2) environments (development and production)
- Annual upgrades (per the County's schedule)
- Hosting

Maintenance and Hosting for Existing PADS software

Contractor shall provide maintenance and hosting for Sherpa publishing (PADS). This service encompasses:

- Unlimited users
- One (1) environment
- Hosting

Exhibit B2 (rev. January 31, 2023)

In consideration of the services provided by Contractor described in Exhibit A2 (rev. January 31, 2023) and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Contractor shall submit to the County invoices for the services in the amounts set forth below and include supporting documentation as reasonably requested by the County to substantiate delivery of the services.

Beginning 1/1/2023:**Support Package**

Service Period	Amount	Invoice Date
1/1/2023 – 3/31/2023	15,450	1/1/2023
4/1/2023 – 6/30/2023	15,450	4/1/2023
7/1/2023 – 9/30/2023	15,450	7/1/2023
10/1/2023 – 12/31/2023	15,450	10/1/2023
2023 Total	\$61,800	
1/1/2024 – 3/31/2024	16,531	1/1/2024
4/1/2024 – 6/30/2024	16,531	4/1/2024
7/1/2024 – 9/30/2024	16,531	7/1/2024
10/1/2024 – 12/31/2024	16,531	10/1/2024
2024 Total	\$66,124	
1/1/2025 – 3/30/2025	17,689	1/1/2025
4/1/2025 – 6/30/2025	17,689	4/1/2025
7/1/2025 – 9/30/2025	17,689	7/1/2025
10/1/2025 – 12/31/2025	17,689	10/1/2025
2025 Total	\$70,756	
1/1/2026 – 3/31/2026	18,573	1/1/2026
4/1/2026 – 6/30/2026	18,573	4/1/2026
7/1/2026 – 9/30/2026	18,573	7/1/2026
10/1/2026 – 12/31/2026	18,573	19/1/2026
2026 Total	74,292	
1/1/2027 – 3/31/2027	19,502	1/1/2027
4/1/2027 – 6/30/2027	19,502	4/1/2027
7/1/2027 – 9/30/2027	19,502	7/1/2027
10/31/2027 – 12/31/2027	19,502	10/31/2027
Total 2027	\$78,008	
Five Year Total	\$350,980	

Publishing Administration Support

Service Period	Amount	Invoice Date
1/1/2023 – 12/31/2023	15,000	1/1/2023
1/1/2024 – 12/31/2024	16,050	1/1/2024
1/1/2025 – 12/31/2025	17,174	1/1/2025
1/1/2026 – 12/31/2026	18,032	1/1/2026
1/1/2027 – 12/31/2027	18,934	1/1/2027
Five Year Total	\$85,190	

Maintenance and Hosting for Existing BFM Software

Service Period	Amount	Invoice Date
11/1/2023 – 12/31/2023*	13,808	1/1/2023
1/1/2024 – 12/31/2024	88,650	1/1/2024
1/1/2025 – 12/31/2025	94,855	1/1/2025
1/1/2026 – 12/31/2026	99,598	1/1/2026
1/1/2027 – 12/31/2027	104,578	1/1/2027
Five Year Total	\$401,489	

* This service period is truncated due to credits for previously paid invoices. The total for maintenance and hosting for this existing BFM software for 2023 is \$82,850. \$69,042 was already paid from invoice #INV113442 so the remaining balance for 2023 is \$13,808.

Maintenance and Hosting for Existing PADS Software

Service Period	Amount	Invoice Date
3/1/2023 – 12/31/2023**	11,591	1/1/2023
1/1/2024 – 12/31/2024	14,884	1/1/2024
1/1/2025 – 12/31/2025	15,926	1/1/2025
1/1/2026 – 12/31/2026	16,722	1/1/2026
1/1/2027 – 12/31/2027	17,558	1/1/2027
Five Year Total	\$76,681	

** This service period is truncated due to credits for previously paid invoices. The total for maintenance and hosting for the existing PADS software for 2023 is \$13,910. \$2,319 was previously paid from invoice # INV110458 so the remaining balance for 2023 is \$11,591.

Contingency

Contractor may be paid an aggregate amount not to exceed \$10,000 for unanticipated contingency items/services provided by Contractor outside the itemized services and charges specified herein, as authorized and approved by County, as necessary.

In no event shall the County's fiscal obligation for the services specified in Exhibit A2 (rev. January 31, 2023) exceed the amounts listed for each item listed above (an aggregate total of \$914,350) nor shall the County's total fiscal obligation for this Agreement exceed a total of \$1,739,325 for the term of the Agreement.