

**FOURTH AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SUPERION, LLC (F/KA SUNGARD PUBLIC SECTOR, LLC)**

THIS FOURTH AMENDMENT TO THE AGREEMENT, entered into this 21st day of April, 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Superion, LLC (f/k/a Sungard Public Sector, LLC), 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 July 1, 2016, the County and SunGard Public Sector, LLC ("Sungard") entered into an agreement for the provision by Sungard of Application Service Provider (ASP) services for ONESolution Financial and Administration Solution (#18000-17-R074577) for the term of July 1, 2016, through June 30, 2019, with an option by the County to extend the agreement through June 30, 2021, with a total not-to-exceed amount including the exercise of the County's option of \$ 623,664.90 ("Agreement"); and

WHEREAS, on August 23, 2016, the County and Sungard executed an amendment to the Agreement to increase the total amount payable under the Agreement by \$11,293.87 for a new total not-to-exceed amount of \$ 634,958.77 (the "First Amendment"); and

WHEREAS, on June 25, 2019, the County exercised its option to extend the Agreement through June 30, 2021 and amended the Agreement a second time ("Second Amendment") to include up to twenty-four (24) hours of on demand development services at the rate of \$200 per hour and one hour of project management services at the rate of \$320 per hour for a total amount not to exceed \$5,120 for a new not-to-exceed amount of \$1,083,359.82 (the "Second Amendment"); and

WHEREAS, on October 4, 2019, the parties amended the Agreement for a third time ("Third Amendment") for the provision of services to migrate the County's current financial accounting system (ONESolution Finance v16.2) to Contractor's Finance Enterprise solution version 19.1 for an amount not to exceed Twenty-Four Thousand, Eight Hundred and Thirty-Five Dollars (\$24,835.00) with no change to the term, however, the parties have since determined that the County will not proceed with the migration to version 19.1 and wish to withdraw the Third Amendment including the service and payment obligations stated therein; and

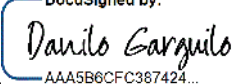
WHEREAS, the parties now wish to amend the Agreement for the fourth time (“Fourth Amendment”) to: a) withdraw the Third Amendment request for the migration to Contractor’s Finance Enterprise solution version 19.1 including the services and payment obligations therein, which shall be superseded by this Fourth Amendment; b) provide for an upgrade to Finance Enterprise software from OneSolution Finance v. 16.2 to version 20.1 for an amount not to exceed \$29,700, as set forth in revised Exhibits A-4 and B-4 to the Agreement; and c) add an additional fifty-five (55) users licensed under the Agreement for an amount not to exceed Thirty Thousand, Three-Hundred and Sixty Dollars (\$30,360.00), as set forth in a revised Exhibit A-4 and B-4 to the Agreement, such that the amount of the increase pursuant to this Fourth Amendment shall not exceed the amount of Sixty Thousand and Sixty Dollars (\$60,060) and the new total not-to-exceed amount of the Agreement shall not exceed \$1,143,419.82;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Exhibit A to the Agreement as amended through the Third Amendment is replaced with Exhibit A-4, (rev. April 7, 2020), attached hereto and incorporated by reference herein.
2. Exhibit B to the Agreement as amended through the Third Amendment is replaced with Exhibit B-4, (rev. April 7, 2020), attached hereto and incorporated by reference herein.
3. The Third Amendment to the Agreement is hereby withdrawn and is superseded by this Fourth Amendment to provide for the services and fees as stated in Exhibits A-4 and B-4.
4. All other terms and conditions of the Agreement dated July 1, 2016, between the County and Contractor, as amended by the First Amendment and Second Amendment shall remain in full force and effect, including any exhibits thereto.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:

<p>DocuSigned by:  AAA5B6CFC387424...</p>	<p>3/30/2020</p>	<p>Danilo Garguilo</p>
<p>_____ Contractor Signature</p>	<p>_____ Date</p>	<p>_____ Contractor Name (please print)</p>

For County:

<p>_____ Purchasing Agent Signature (Department Head or <u>Authorized</u> Designee) County of San Mateo</p>	<p>_____ Date</p>	<p>_____ Purchasing Agent Name (please print) (Department Head or <u>Authorized</u> Designee) County of San Mateo</p>
		<p>_____ Purchasing Agent or <u>Authorized</u> Designee Job Title (please print) County of San Mateo</p>

Exhibit A-4

In consideration of the payments set forth in Exhibit B-4, Contractor shall provide the following services:

A) UPGRADE SERVICES

Contractor will provide upgrading services from OS 16.2 to Enterprise 20.1. These services include:

- 1) Installation and Configuration
- 2) Development and Conversion
- 3) Consulting Services
- 4) Training
- 5) Project Management

B) Third-Party License and Maintenance

- Product Name: Citrix Concurrent License
- Add an additional fifty-five (55) users to the Citrix Concurrent License

Exhibit B-4

In consideration of the services provided by Contractor described in Exhibit A-4 and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

A) UPGRADE SERVICES

Professional Services	Amount
Installation and Configuration OS 16.2 to Enterprise 20.1 Installation	\$7,200.00
Development and Conversion OS 16.2 to Enterprise 20.1 Development	\$1,800.00
Consulting Services OS 16.2 to Enterprise 20.1 Consulting	\$8,460.00
Training OS 16.2 to Enterprise 20.1 Training	\$7,380.00
Project Management OS 16.2 to Enterprise 20.1 Development	\$4,860.00
TOTAL PROFESSIONAL SERVICES	\$29,700.00

B) Third-Party License and Maintenance

Product Name	Quantity	License Fee
Citrix Concurrent License	55	\$30,360.00
Maintenance Fees		\$0.00
	TOTAL	\$30,360.00

TOTAL FEES

The amount of fees owed by the County for the upgrade services and third-party license and maintenance described herein in Revised Exhibits A-4 and B-4 shall not exceed the total amount of Sixty Thousand and Sixty Dollars (\$60,060).