

FIRST AMENDMENT TO AGREEMENT

THIS AMENDMENT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "City"), and Sherpa Government Solutions LLC, a Limited Liability Company, a subsidiary of GTY Technology Holding Inc. dba Euna Solutions (hereinafter referred to as Contractor) as follows:

RECITALS

WHEREAS, City and Contractor entered into an Agreement dated October 31, 2019, for services related to an on-premises license service (Agreement); and

WHEREAS, City and Contractor now desire to enter into this First Amendment to modify the agreement to increase the scope of work necessary, for a total contract amount not to exceed \$34,000; and

WHEREAS, with entry into this Agreement, the Contractor agrees it has no claim, demand, or dispute against the City.

AGREEMENT

1. STATEMENT OF WORK. The City wishes to modernize their current Budget Formulation and Management (BFM) solution. The modernization will require a re-implementation of BFM software including upgrading from an on-premises license to a hosted SaaS subscription.

Contractor will provide the following functionality:

- Migration to cloud-based application.
- Streamlined support from the Sherpa team with easier access to client environments.
- Access to a new client portal to manage any support related items and track their progress.
- Increased flexibility to support budget process changes.
- Upgrade to the newest version of BFM with added features and functionality.
- Upgrade of Chart of Accounts with flexible import/export functionality.
- Simplified loading of position and employee data.
- Upgraded Sherpa Reporting.
- Updated user interface with modern aesthetics and functionality (e.g. dashboard widgets, form widgets, in-line edit, etc.).
- Support for single sign-on (SSO).

2. DELIVERABLES AND MILESTONES.

| Milestone # | Deliverables | Deliverable Description | Duration (Estimate) |
|----------------|--------------|-------------------------|---------------------|
| BFM Milestones | | | |

| Milestone # | Deliverables | Deliverable Description | Duration (Estimate) |
|-------------|-----------------------------|---|--|
| 1 | Budget Forms | Convert the 10 existing budget forms that Fresno currently uses. Does not include any restructuring. | One (1) day per form for full build and unit test, five (10) days total. |
| 2 | Admin Uploads | Convert the 22 existing admin uploads that Fresno currently uses, 3 new PCF admin uploads | Five (5) uploads per day for build and unit test. |
| 3 | Chart of Accounts | Convert the existing chart of accounts. | Two (2) days |
| 4 | PCF Load Modernization | Set up PCF module to mimic existing configuration and set up | Five (5) days |
| 5 | Security Updates | Convert existing security configuration. User loads, role loads, action config on all forms. | One (1) day |
| 6 | Measures & Measure Postings | Convert existing measures and measure postings. | One (1) day |
| 7 | PCF Load Modernization | Set up PCF module to mimic existing configuration and set up | One (1) day |
| 8 | Training | Training on new BFM Environment Features. Training will include a tour of new potential features that were <i>not</i> turned on but can be in the future via a future engagement with Sherpa (as reasonable). | 8 hours of training |
| | BFM Training Materials | Convert existing training materials based upon updated budget forms | City will be update their own training materials. |
| 9 | Updated Admin guide | Conversion of existing Admin Guide based upon the reimplementation. Updating the Admin Guide will be a collaborative process with joint ownership between Contractor and City. | Two (2) days |
| 10 | Updated Rollover Guide | Includes conversion of their existing Rollover Guide based upon the reimplementation. | One (1) day |

| Milestone # | Deliverables | Deliverable Description | Duration (Estimate) |
|-----------------------------|------------------------------|--|--|
| | | Updating the Admin Guide will be a collaborative process with joint ownership between Contractor and City. | |
| Reporting Milestones | | | |
| 11 | Report Training | Report Training on Sherpa Reporting 4.3 | 2 hours per session; average 2 sessions; include prep time |
| 12 | Installation | Install version 4.3 | One (1) day |
| 13 | Promote Reports | Promote reports from 4.2 to 4.3 | One (1) day |
| 14 | Update Universes | Update universes to accommodate COA changes. Contractor converted from group specific column names to generic. Update names and associated joins. This only needs to be included if converting from legacy COA styles. | 1.5 hour of work per universe. |
| 15 | Security Updates - Reporting | Update CMC in new environment to reflect necessary BFM security configurations. Typically, this should come automatically as part of the promotion/4.3 upgrade but there may be addition reconfiguration and retesting required as part of this. | One (1) day |

3. **ORDER FORM.** City accepts Contractor's Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Amendment Documents.

3.1 Professional Services by Milestone.

| Milestone # | Deliverables | Amount |
|----------------|---|--------------|
| Milestones 1-7 | <ol style="list-style-type: none"> 1. Budget Forms 2. Admin Uploads 3. Chart of Accounts 4. PCF Load Modernization 5. Security Updates | \$ 26,600.00 |

| | | |
|------------------|---|---------------------|
| | 6. Measures & Measure Postings 7. PCF Configuration & Loads | |
| Milestones 8-10 | 8. Training 9. Updated Admin Guide 10. Update Rollover Guide | \$ 3,990.00 |
| Milestones 11-15 | 11. Training 12. Installation 13. Promote Reports 14. Update Universes 15. Security Updates-Reporting | \$ 3,410.00 |
| TOTAL | | \$ 34,000.00 |

3.2 Payment Milestones. Payment will be due upon completion and acceptance by the City.

3.3 Fixed Priced. All milestone deliverables are fixed price and not to exceed. Fixed fee pricing shall not be further limited by an hours cap on services.

3.4 Due Date. Fees for Professional Services are payable upon the delivery and acceptance of implementation deliverables.

4. In the event of any conflict between the body of this Amendment and any Exhibit or Attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Amendment, shall be null and void.

4.1 Except as otherwise provided herein, the Agreement entered into by City and Contractor, dated October 31, 2019, remains in full force and effect.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Amendment 1 to Sherpa Budget Formulation and Management License And Service Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

Sherpa Government Solutions, LLC

By: _____
Georgeanne A. White,
City Manager

By: *Dawn S. Rippentrop*

Name: Dawn Rippentrop

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Title: VP Sales
(If corporation or LLC., Board
Chair, Pres. or Vice Pres.)

Christine Charitar 4/30/2024
By: _____
Christine C. Charitar Date
Deputy City Attorney

By: *Brenna Lenchak*

Name: Brenna Lenchak

ATTEST:
TODD STERMER, CMC
City Clerk

Title: Secretary
(If corporation or LLC., CFO,
Treasurer, Secretary or Assistant
Secretary)

By: _____
Deputy

Any Applicable Professional License:
Number: _____
Name: _____
Date of Issuance: _____

CITY:
City of Fresno
Attention: Henry J. Fierro Budget Director
2600 Fresno Street
Fresno, CA 93721
E-mail: henry.fierro@fresno.gov

CONSULTANT:
Sherpa Government Solutions, LLC
363 W. Erie Street, Floor 7
Chicago, IL 60654
Phone: 877-707-7755
E-mail:
dawn.rippentrop@eunasolutions.com

Attachment:

- Exhibit A Insurance Requirements and Indemnification

Exhibit A

INSURANCE REQUIREMENTS AND INDEMNIFICATION

INDEMNIFICATION

To the furthest extent allowed by law, CONTRACTOR shall defend, indemnify and hold harmless City, its officers, officials, employees, agents and volunteers (the "City Parties") from and against any and all direct and indirect claims, losses, liabilities, damages, costs and expenses (including losses and costs incurred by City, and any reasonable attorney's fees and costs) incurred by City Parties resulting from any third-party claim which arise from CONTRACTOR's negligence or willful misconduct; a breach of CONTRACTOR's confidentiality (information not of public record) obligations arising from CONTRACTOR's negligence or willful misconduct; or CONTRACTOR's violation of a law applicable to CONTRACTOR's performance under the contract. City will notify CONTRACTOR promptly in writing of the claim and give CONTRACTOR control over its defense or settlement with City's approval, reasonable approval will not be withheld. City agrees to provide CONTRACTOR with reasonable assistance, cooperation, and information in defending the claim at CONTRACTOR's expense.

If CONTRACTOR subcontracts all or any portion of the services to be performed under this Agreement, CONTRACTOR will require each subcontractor to indemnify, hold harmless and defend City and your officers, officials, employees, agents and volunteers in accordance with this paragraph.

This section shall survive termination or expiration of this Agreement.

INSURANCE REQUIREMENTS

(a) Throughout the life of this Agreement, CONTRACTOR shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, CONTRACTOR or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONTRACTOR shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONTRACTOR of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it,

indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by CONTRACTOR shall not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONTRACTOR, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Cyber Liability (Privacy and Data breach) insurance appropriate to CONTRACTOR'S profession.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR, or any party the CONTRACTOR subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
2. To the extent that Contractor performs on-site services, **COMMERCIAL AUTOMOBILE LIABILITY:**
\$1,000,000 per accident for bodily injury and property damage.

3. To the extent that Contractor performs on-site services, WORKERS' COMPENSATION INSURANCE as required by the State of California with statutory limits.

4. EMPLOYER'S LIABILITY:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. CYBER LIABILITY insurance with limits of not less than:

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate

UMBRELLA OR EXCESS INSURANCE

In the event CONTRACTOR purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONTRACTOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONTRACTOR shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. Additional Insured status under the General Liability policy shall be broad as that contained in ISO Form CG 20 10 04 13 or CG 20 26 04 13.

2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.

3. For any claims relating to this Agreement, CONTRACTOR'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it. CONTRACTOR shall establish primary and non-contributory status under the General Liability policy by use of ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non contributory status as broad as that contained in ISO Form CG 20 01 04 13.

All policies of insurance shall contain, or be endorsed to contain, the following provision: CONTRACTOR and its insurer shall waive any right of subrogation against CITY, its

officers, officials, employees, agents and volunteers.

Contractor shall provide the annual certificate of insurance upon request by CITY. All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. If endorsement is not available, the CONTRACTOR is responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONTRACTOR shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONTRACTOR shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy.

The Cyber Liability insurance shall cover claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information (including credit monitoring costs), alteration of electronic information, extortion and network security. Such coverage is required for claims involving any professional services for which CONTRACTOR is engaged with the City for such length of time as necessary to cover any and all claims

If the Cyber Liability insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONTRACTOR.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by CONTRACTOR, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The fact that insurance is obtained by CONTRACTOR shall not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONTRACTOR, its principals, officers, agents, employees, persons under the supervision of CONTRACTOR, vendors, suppliers, invitees, consultants, subcontractors, or anyone

employed directly or indirectly by any of them.

VERIFICATION OF COVERAGE

CONTRACTOR shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker.

Upon request of CITY, CONTRACTOR shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

SUBCONTRACTORS

If CONTRACTOR subcontracts any or all of the services to be performed under this Agreement, CONTRACTOR shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, CONTRACTOR will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.


FIRST AMENDMENT TO AGREEMENT


Final Audit Report


2024-04-25


| | |
|-----------------|---|
| Created: | 2024-04-25 |
| By: | Dominique Malogorski (Dominique.Malogorski@eunasolutions.com) |
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