

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number
23-1093 A-1

SAP Number
4400023121

Assessor-Recorder-County Clerk

Department Contract Representative	Chris Wilhite, Assessor-Recorder-County Clerk
Telephone Number	(909) 382-3208
Contractor	Stonebranch, Inc.
Contractor Representative	Paulo Naddeo
Telephone Number	(678) 250-4910
Contract Term	10/15/2023 through 10/14/2026
Original Contract Amount	\$146,500
Amendment Amount	\$23,250
Total Contract Amount	\$169,750
Cost Center	3119992756

Briefly describe the general nature of the contract: *This amendment revises the Statement of Work by extending the Go-Live (End) date from March 31, 2024 to August 30, 2024 and allows for continued support with conversion services and software licensing for the Assessor Property Information Management System Upgrade Project, for a period of three years from October 15, 2023 through October 14, 2026.*

FOR COUNTY USE ONLY

Approved as to Legal Form



Kenneth Brown, Deputy County Counsel

Date 6/3/24

Reviewed for Contract Compliance

Date _____

Reviewed/Approved by Department



Chris Wilhite, Assessor-Recorder-County Clerk

Date 06/03/2024

Client	San Bernardino County
Project Name	UAC Implementation
Change #	01
Submitted on	4/30/2024
Submitted by	Paulo Naddeo

1 Part 1 – Change Request

Type	Timeline extension and additional services
Title	Extended support and consultancy

1. Context

Customer and Supplier, in agreement, decided to modify the Statement of Work (Agreement No. 23-1093) (SOW) dated October 3, 2023 specifying the conditions for the implementation of Universal Automation Center (UAC). This Change Request (CR) specifies the agreed changes.

2. Introduction

Due to specific business reasons, the final date for the project implementation had to be extended beyond the **End Date** of March 31, 2024, as specified in the original SOW. **Customer** and **Supplier** decided to extend the SOW and increase the scope of the services according to the changes described in Section 3 below.

3. Changes

3.1. Section 3. Term of the SOW is modified to read as follows:

3. Term

This SOW starts on the contract signing date (**Effective Date**) and ends on August 30, 2024 (**End Date**). No work can be done under this SOW outside of that period.

3.2. Section 4. Services and Deliverable, Paragraph 4.5 is modified to read as follows:

4.5. Provide support and consultation to the **Customer** according to the clauses below:

- a. Provide support to the Customer’s team responsible for the validation of the converted data.
- b. Provide consultation after June 11, 2024, on an as-needed-basis, upon **Customer** request and on a Time and Material basis, subject to a not-to-exceed-amount as specified in Section 11. Pricing and Payment Terms.
- c. It is expected that between 5 hours to 16 hours/week will be consumed for this consultation work until the **End Date** on this SOW as modified by CR #01.

3.3. Section 4. Services and Deliverables, Paragraph 4.7 is modified to read as follows:

4.7 Provide 4.5 days of virtual training that may be recorded to a maximum of 25 Customer identified resources. The training classes that can be selected to fulfill the 4.5 days of training are listed below, and their content can be found in Attachment 1 – Stonebranch Training Catalogue.

- a. SB-UAC-BA-Automation Center Basics for Developers,
- b. SB-UAC-AD-Automation Center Advanced Features for Developers,
- c. SB-UAC-OP-Automation Center for Operators,
- d. SB-UAC-ADM-Automation Center Administration & Configuration.

3.4. Section 11. Pricing and Payment Terms of the SOW is modified to read as follows:

11. Pricing and Payment Terms

11.1 For the services described in this SOW, Customer will pay Supplier the amount of US \$31,000.00 (thirty-one thousand dollars) to be paid as detailed below:

Description	Milestone	Amount	Payment date/milestone
Kick-off Meeting	5	\$ 7,000.00	Upon completion of the project kick-off meeting
Conversion	8	\$ 14,000.00	Upon the delivery of the data set into the Development Environment of the Customer's infrastructure.
Go-Live	11	\$ 5,500.00	Data set is implemented into production successfully but no later than the end date specified in clause 3.
Training	n/a	\$4,500.00	Upon the delivery of the last 1 ½ days of training that must be scheduled before the End Date listed in this SOW.

11.2 For the consulting services described in Section 4, Paragraph 4.5, Letters b and c, Customer will pay Supplier according to the clauses below:

- a. The rate for the consulting services is established at US \$125.00 (one hundred and twenty-five dollars) per hour.
- b. **Supplier** will charge **Customer** for worked hours in arrears in the beginning of the following month for the hours worked in the previous month.
- c. A not-to-exceed-amount is established at US \$18,750.00 (eighteen thousand, seven hundred and fifty dollars) or the equivalent to 150 hours at the agreed rate.
- d. **Customer** and **Supplier** agree to establish a minimum amount of US \$ 7,500 (seven thousand and five hundred dollars), the equivalent of 5 hours/week for 12 weeks (the number of weeks between June 11, 2024 and the **End Date** in the SOW) for the consulting services described in paragraph 4.5.
- e. On the last invoice related to the Consulting services, **Supplier** will invoice **Customer** the larger amount resulting from the minimum of 60 hours minus any hours charged in previous months and the number of hours worked in August, 2024 at the agreed rate.

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- f. If at any time before the **End Date Supplier** worked hours reach 150 hours (the equivalent of US \$18,750.00 at the agreed rate), work will be stopped until the parties agree to an amendment of the SOW adjusting the not-to-exceed-amount.

The remaining clauses in the SOW remain in full force and effect as written in the original document and modified through CR #01.

Section 14 of this SOW allows for the use of Electronic Signatures.

San Bernardino County

By: 

Name: Dawn Rowe

Title: Chair, Board of Supervisors

Date: JUN 11 2024

Stonebranch, Inc.

By: 
Ray Pacleb (Jun 1, 2024 14:30 GMT+4)

Name: Ray Pacleb

Title: CFO

Date: Jun 1, 2024

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD,
LYNNA MONELL
Clerk of the Board of Supervisors
of the County of San Bernardino

By 
Deputy

