

**FIRST AMENDMENT TO
AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
CORNERSTONE ONDEMAND, INC.**

2010 SEP - 9 PM 2:55
HUMAN RESOURCES
PERSONNEL SERVICES
COUNTY OF SAN MATEO

THIS AMENDMENT TO AGREEMENT is entered into on this 30th day of September, 2010 by and between the COUNTY OF SAN MATEO (hereinafter called the "County") and CORNERSTONE OnDEMAND, INC. (hereinafter called "Contractor")

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; and

WHEREAS, the parties entered into an agreement for professional services on October 31, 2009 (the "Agreement"); and

WHEREAS, the County and various municipalities and agencies collaborating with the County have formed a public entity human resources training consortium wherein the various public entity members share training and other resources; and

WHEREAS, the County and the non-County consortium entities desire for the non-County consortium entities to be able to utilize certain of the services provided by Contractor under the Agreement; and

WHEREAS, the Contractor desires to be able to provide such services to the non-County consortium entities and be compensated for the same; and

WHEREAS, the parties now wish to amend the Agreement as follows

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

1. Section 1 – Definitions, is amended to include the following:

"County" means the County of San Mateo together with any and all members of the Consortium as defined below and **"Contractor"** means Cornerstone OnDemand, Inc.

"Consortium" means any and all municipalities and agencies collaborating with the County as listed on Exhibit G as may be amended from time to time.

2. Section 2 – Exhibits and Attachments, is amended and restated in its entirety as follows:

- Exhibit A – Implementation Services
- Exhibit B – Schedule of Fees
- Exhibit C – Product Description
- Exhibit D – Customization of Portal
- Exhibit E – List of County Departmental Administrators, Countywide Administrators, and Consortium Administrators
- Exhibit F – Service Level Agreement
- Exhibit G – Schedule of Fees for Consortium
- Exhibit H – Scope of Consortium Work Attachment I – 504 Compliance

3. Section 3 – Services to be performed by Contractor, is amended and restated in its entirety as follows:

In consideration of the payments set forth herein and in Exhibits "B," "G," and "H," Contractor shall provide all Products purchased by the County and perform all services in accordance with the terms, conditions and specifications set forth herein and in Exhibits "A," "D," "G," and "H."

Any and all Services shall be provided in a manner consistent with general industry standards reasonably applicable to the provision thereof. As of the Effective Date, the County already had purchased certain Products according to the prices and quantities set forth in Exhibit B.

4. Section 4(a)(1) – Cornerstone's Obligations – Support – Administrative/User Support, is amended and restated in its entirety as follows:

(1) Administrative/User Support. Cornerstone shall provide second level asynchronous support for up to five (5) Countywide administrators and 12 Consortium administrators (i.e., individuals who may contact Cornerstone CARE) whose names are set forth on Exhibit E. County acknowledges that its Active Users will initially contact County's internal administrators and/or help desk for first level support. If the administrator/help desk cannot resolve the issue, a County administrator (but not the Active User) may contact Cornerstone support via email, by phone, or by adding a case online through the "Care" function of the LMS.

5. Section 5 - Payments, is amended and restated in its entirety as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in the exhibits hereto, except as otherwise expressly agreed to by the parties in writing, County shall make payment to Contractor based on the rates and in the manner specified in Exhibits "B," "G," and "H." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed

\$739,810.67 over the course of three years, plus **\$231,945** if the County exercises its fourth year option, plus **\$231,945** if the County exercises its fifth year option. Awarding this contract does not ensure that the County will spend the total amount of this Agreement. County is not obligated to purchase any specific amount of services, except the Learning Management System (for three years).

6. A revised Exhibit E, and new Exhibits G and H are attached hereto and added to the Agreement.

7. All other terms and conditions of the Agreement dated October 31, 2009 between the County and Contractor are to remain unchanged.

8. This First Amendment to the Agreement (the "First Amendment"), including the revised Exhibit E and Exhibits G and H attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with respect to their amendment of the Agreement, and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in the body of this First Amendment conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this First Amendment, the provisions of the body of this First Amendment shall prevail. Any prior agreements, promises, negotiations, or representations between the parties regarding the subject matter of this First Amendment not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties and are not valid unless set forth in such signed writing.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives have affixed their hands.

Cornerstone OnDemand, Inc.

County of San Mateo

By: 

By: _____

Name: Adam Miller

Name: Richard S. Gordon

Title: CEO

Title: President, Board of Supervisors

Date: 9/9/10

Date: _____

Exhibit G
Schedule of Fees
For Consortium
(effective September 30, 2010)

Consortium Entities: Foster City, Redwood City, San Mateo, Belmont, Daly City, and Brisbane

Service/Fees Description	Year 1 (9/30/10-10/30/10)	Year 2 (10/31/10-10/30/11)	Year 3 (10/31/11-10/30/12)	Year 4 (10/31/12-10/30-13) (Optional)	Year 5 (10/31/13-10/30/14) (Optional)
User Upload Tool	\$166.67	\$2,000	\$2,000	\$2,000	\$2,000
Governance Consulting Workshop and LMS Implementation (includes two-module Admin Training @ 22.5 hours -see Exhibit H)	\$26,806.50	N/A	N/A	N/A	N/A
Learning Platform (2,136 Consortium Active Users @ 2,000 x \$12 + 136 x \$11.25	\$2,127.50	\$25,530.00	\$25,530.00	\$25,530.00	\$25,530.00
A total of twelve (12) additional Client Administrators (2 per city, i.e., individuals who have access to CARE) for the following six (6) cities: <ul style="list-style-type: none"> • Foster City (\$1,000) • Redwood City (\$2,500) • San Mateo (\$2,500) • Belmont (\$500) • Daly City (\$2,000) • Brisbane (\$500) 	\$750	\$9,000	\$9,000	\$9,000	\$9,000
Content Hosting/Delivery (each registration is deemed a separate delivery) (optional) (see table below –Content	\$250/gig delivered	\$250/gig delivered	\$250/gig delivered	\$250/gig delivered	\$250/gig delivered

Hosting/Delivery Pricing Schedule)					
Total for Year*	\$29,850.67	\$36,530.00	\$36,530.00	\$36,530.00 (Optional)	\$36,530.00 (Optional)

PAYMENT SCHEDULE**	
Invoice Date	Amount
September 30, 2010	\$29,850.67
October 31, 2010	\$36,530.00
October 31, 2011	\$36,530.00
October 31, 2012 (Optional)	\$36,530.00
October 31, 2013 (Optional)	\$36,530.00

*Does not include Excluded Content Hosting/Delivery charges.

****Invoices and Payment.** Cornerstone shall deliver monthly invoices, including a summary of all transactions conducted through Cornerstone with respect to such month, to the County for the fees set forth in this Agreement. Payment of fees will be due within 30 days after the receipt of invoice, except where this Agreement prescribes different payment dates. All payments must be made in U.S dollars. Late payments hereunder will accrue interest at a rate of 1.5 % per month, or the highest rate allowable by law, whichever is lower.

Optional Products & Services (all Active User licenses will co-terminate with the Agreement):

- Blocks of 100 Consortium Active Users for Learning Platform (includes one (1) Course Publisher license per city/organization):
 - First 30 (blocks) blocks – \$1,125/block/year = \$11.25/active user per year
 - Each additional block thereafter – \$1,050/block/year = \$10.50/active user per year
- Blocks of 100 Consortium Active Users for Performance Platform:
 - First twenty (20) blocks – \$900/block/year = \$9.00/ Performance user per year
 - Next thirty (30) blocks – \$840/block/year = \$8.40/Performance user per year
 - Each additional block thereafter – \$780/block/year= \$7.80/user per year
- Blocks of 100 Consortium Active Users for Certifications Module (requires Learning Platform) charged for employees in positions requiring Certifications only:
 - \$300/block/year = \$3/Certification user per year

- Additional Client Administrators (for additional named administrators to have direct access to CARE; administrators must be trained and certified on the Cornerstone software):

Consortium Municipality/Agency Population	Annual admin cost per City (for two admins)
500+	\$2,500
400 - 499	\$2,000
300 - 399	\$1,500
200 - 299	\$1,000
Below 200	\$500

- Additional Course Publisher licenses:
 - \$2,000/license/year
- Flat-fee blocks of Excluded Content Hosting/Delivery (in lieu of the per-transaction fees above):

Content Hosting/Delivery Pricing Schedule

Gb Level	Cost/GB	Total Annual Price
25	150	3,750
50	135	\$6,750
100	120	\$12,000
200	105	\$21,000
300	90	\$27,000
400	75	\$30,000
600	60	\$36,000

- EPM/SMP Administrator Course – Virtual delivery (up to 12 administrators total or 2 per city) - \$4,500

Exhibit H

Scope of Consortium Work

Project Name: San Mateo County LMS Expansion Regional Training Consortium Governance Design and LMS Implementation

Project Scope: Conduct an overall Governance Design for San Mateo County and offering model for extending their Cornerstone application modules beyond county employees on a for fee basis and LMS implementation

Ref #	Request Description/Requirement	Summary of Work to be Completed	Effort Hours
1	Governance Design and Consortium Framing	<p>Cornerstone will complete the following deliverables:</p> <ul style="list-style-type: none"> • Define the approach and steps for getting the cities on board • Define self administration levels for cities for LMS, Certifications, and EPM • Define process for ongoing request for cities • Make Portal Changes to reflect Consortium setup and configuration requirements, as well as rebranding SMC portal to Consortium portal. • Redesign OU to support extended Enterprise model 	80
2	User Upload Tool Support	Implement the User Upload tool for the Consortium portal in conjunction with the County and the 6 cities.	10
3	Implementation Support for initial 6 cities for LMS	<p>Cornerstone will work with Client to implement the first 6 cities into the Consortium portal per defined Governance Model (above). Implementation includes 15 hours per city to support:</p> <ul style="list-style-type: none"> • City-specific OU structure compliant with Governance design (above) • 4-hour Consolidated Configuration Workshop for all 6 cities to review Governance setting decisions • City-specific configuration for LMS 	129

		<ul style="list-style-type: none"> • City-specific roles and security matrix for LMS • City Content Sample setup on Pilot to include: <ul style="list-style-type: none"> ○ LMS – Platform Preferences, Email Triggers, SCORM/AICC Content Load (1 Course) ○ Review of City-self setup in Live portal (1-hour portal review meeting) • City-specific technical needs assessment (actual technical projects scoped separately) 	
4	Implementation Support for EPM incremental to each city	<p>Cornerstone will work with each interested city, at the request of the Consortium, to configure portal per defined Governance Model (above). Implementation will be scoped per city to included</p> <ul style="list-style-type: none"> • 4-hour Consolidated Configuration Workshop per city or collectively for participating cities to review Governance setting decisions • City-specific configuration for EPM • City-specific roles and security matrix for EPM • City Content Sample setup on Pilot to include: <ul style="list-style-type: none"> ○ EPM – Platform Preferences, Development Plan Template (1), Review Templates (1), Tasks (1) ○ Review of City-self setup in Live portal (1-hour portal review meeting) • City-specific technical needs assessment (actual technical projects scoped separately) 	<p>TBD-Scoped per City; Range anticipated to be 40-60 hours per City</p> <p>(NOT INCLUDED IN TOTAL HOURS)</p>
5	Administrator Training	<p>Two module system administration courses, each completed prior to go-live for up to 12 users each (2 per city):</p> <ul style="list-style-type: none"> • LMS Administrator Course – Virtual, delivery (up to 12 administrators total or 2 per city) • Administrator Training Feedback and Sign-off Documentation 	22.5

TOTAL HOURS	241.50
TOTAL COST (\$111/hour x 241.5 hours)	\$26,806.50

1. Assumptions/Client Obligations

In order for Cornerstone to provide the Services outlined in this Statement of Work, Client shall provide the necessary resources to scope the Configuration Support Services, and fulfill the obligations listed below.

➤ Project Specific

- Client will identify 6 participating cities for the LMS Consortium and their representation into the Governance Body prior to project initiation
- The project will be conducted both remotely and onsite.
- City-specific implementations will be conducted remotely.
- 6 Participating Cities or Governance Body administrators will utilize the Cornerstone course publisher to upload online content to the portal.
- 6 Participating Cities or Governance Body administrator is solely responsible for testing (Tracking, Completion, etc.) all content loaded to the Cornerstone portal.
- All content is SCORM v1.2 or AICC v3.5 compliant
- 6 Participating Cities are solely responsible for testing all processes during the UAT phase and associated custom test scripts.
- 6 Participating Cities and the County together as a Consortium will provide defined processes for Learning and Performance, as appropriate
- 6 Participating Cities and the County together as a Consortium will document or provide functional requirements.
- All city administrators for 6 participating cities will participate in the same virtually-led administrator training course prior to go-live of any city
- 6 Participating cities and the County together as a Consortium will have representation into the Governance Design and Framing and will therefore more readily accept the out-of-the-box governance design settings.
- 6 Participating City administrators and project team, together with the County as a Consortium will participate in a consolidated configuration workshop and complete their preference decisions via a self-paced, guided approach
- Future onboarding of cities is the County of San Mateo's responsibility, including configuration and training. If Cornerstone is to do the onboarding, additional fees will apply.
- Any city interested in Enterprise Performance Management (EPM) will engage the Consortium to work with Cornerstone on Scoping. Each EPM implementation will be scoped as a separate project.
- Any city interested in Certification Management will engage the Consortium to work with Cornerstone on Scoping. Each Certification implementation will be scoped as a separate project.

Exclusions:

- Requests for application code changes are out of scope.
- No technical projects are included in scope and any required projects will be scoped separately for a separate cost. This includes any Cornerstone-loaded data such as historical data or data migration, new inbound data feeds for OU/User data, Single Sign-On projects, or Custom Login pages

**ACCEPTANCE FORM FOR GOVERNANCE CONSULTING WORKSHOP
(to be completed by the County upon completion of the workshop)**

Client Name:

Project Name:

Cornerstone On Demand, Inc. ("Cornerstone") prefers to gain formal, written customer approval of its project-based work. By countersigning this form and returning it to Cornerstone, the undersigned client ("Client") hereby agrees that [check A or B as applicable]:

- A. _____ the following Service(s) has/have been completed and has/have been accepted by Client: [describe Service(s)]

- B. _____ all of the Services have been completed and have been accepted by Client.

Failure to return this form within ten (10) business days of receipt shall be deemed acceptance of the Services listed herein.

AGREED AND ACCEPTED:

Date: _____

Client: _____

By: _____

Name: _____

Title: _____

Exhibit E

COUNTYWIDE LMS ADMINISTRATORS

Name	Department	Phone Number	Email Address
Belle Sierra	Human Resources	(650) 363-4329	bsierra@co.sanmateo.ca.us
Gabriel Aponte	Human Resources	(650) 363-4847	gaponte@co.sanmateo.ca.us
Noel Coloma	Human Resources	(650) 363-4948	ncoloma@co.sanmateo.ca.us
Myla Garcia	Human Resources	(650) 599-1151	mfgarcia@co.sanmateo.ca.us
John Jones / Diane Webster	Information Services	(650) 599-7376 / (650) 599-7388	jjones@co.sanmateo.ca.us / dwebster@co.sanmateo.ca.us

REGIONAL TRAINING & DEVELOPMENT CONSORTIUM FOR PUBLIC AGENCIES LMS ADMINISTRATORS

City	LMS Administrator	LMS Administrator
City of Belmont	Laura Kirby 650-595-7452 lkirby@belmont.gov	Cora Dino 650-637-2988 cdino@belmont.gov
City of Brisbane	Maria Saguisag-Sid 415-508-2155 msaguisag@ci.brisbane.ca.us	Albert Duro 415-508-2155 it@ci.brisbane.ca.us
City of Daly City	Jerry Burdick 650-991-8283 jburdick@dalycity.org	Bonnie Woo 650-991-8096 bwoo@dalycity.org
City of Foster City	Joan Schoening 650-286-3217 jschoening@fostercity.org	Barbara Hanna 650-286-3208 bhanna@fostercity.org
City of Redwood City	Leah Lockhart 650-780-7288 llockhart@redwoodcity.org	Tony Gelpman 650-780-7090 tgelpman@redwoodcity.org
City of San Mateo	Kerry McIver 650-522-7069 kmciver@cityofsanmateo.org	Lucha Arellano 650-522-7278 larellano@cityofsanmateo.org

LMS ADMINISTRATORS & TRAINING COORDINATORS FOR COUNTY DEPARTMENTS

Department	LMS Administrator	Training Coordinator
Assessor-Co Clerk Recorder (CARE)	Julieta Fernandez 650-363-4779	Julieta Fernandez 650-363-4779
Child Support Services	Andrew Allee 650-363-4973	Manuela Sugars 650-363-1913
Controller	Jeremy Reyes 650-363-4777	Colleen Leong 650-599-1080
Coroner	Karen Rodgers 650-312-5238	Jerry Cohn 650-312-5295
County Counsel	Shirley Lectura 650-363-4684	Angel D. Puckett 650-363-4679
County Manager's Office/Board of Supervisors	Mina Lim 650-363-4124	Ashnita Narayan 650-363-4121
Agriculture/Weights & Measures	Ronald Pummer 650-363-4700	Ronald Pummer 650-363-4700
Public Safety Communications	Christine Steaveson 650-363-4135	Christine Steaveson 650-363-4135
Shared Services	Noel Coloma 650-363-4948	Noel Coloma 650-363-4948
Courts	Fran Doubleday 650-599-1552	Helen Alfassa 650-599-7466
District Attorney	Debbie Padilla 650-363-4685	Debbie Padilla 650-363-4685
First 5 San Mateo County	Maricela Watt 650-372-9500	Maricela Watt 650-372-9500
Health System		
Administration/Policy & Planning	Aimee Wong 650-573-2033	Aimee Wong 650-573-2033
Aging & Adult Services	Sue Fisk 650-573-2533	Sue Fisk 650-573-2533
	Eleanor Makhlof 650-573-3910	Eleanor Makhlof 650-573-3910
Behavioral Health & Recovery Services	Claudia Salada 650-573-2403	Martha Fuentes 650-573-2639
	Kathy Rae Brown 650-372-8543	
	Elia Zapata 650-573-2495	
Community Health		
Environmental Health	Larisa Margulis 650-372-6247	Larisa Margulis 650-372-6247
Public Health Emergency Medical Services Chronic Disease & Injury Prevention	Pamela Machado 650-573-3726	Elizabeth Schlieff 650-573-2690

LMS ADMINISTRATORS & TRAINING COORDINATORS FOR COUNTY DEPARTMENTS

Department	LMS Administrator	Training Coordinator
Correctional Health Services	Laurie Washer 650-363-4152	Laurie Washer 650-363-4152
Family Health Services	Rachelle Salvana 650-573-2248	Rachelle Salvana 650-573-2248
San Mateo Medical Center	Wanda Showaker 650-573-2271	Wanda Showaker 650-573-2271
Housing	Norman Pascoe 650-802-5008	Yvonne Ho 650-802-3379
Human Resources	Noel Coloma 650-363-4948	Noel Coloma 650-363-4948
Human Services Agency	Kathy Merlo 650-802-7965	Kathy Merlo 650-802-7965
	Marissa King 650-802-6431	
	Bill Dean 650-802-7606	
	Helen McClain 650-802-6520	
Information Services	Vanita Narayan 650-599-7499	Vanita Narayan 650-599-7499
LAFCo	Martha Poyatos 650-363-4224	Martha Poyatos 650-363-4224
Library	Nicole Pasini 650-312-8822	Nicole Pasini 650-312-8822
Parks	Sara Medina 650-363-4084	Sara Medina 650-363-4084
Planning and Building	Virginia Diehl 650-363-1857	Virginia Diehl 650-363-1857
Probation	Bridget Love 650-312-5261	Bridget Love 650-312-5261
Public Works	Marney Taylor 650-599-1451	Marney Taylor 650-599-1451
SamCERA (Retirement)	Gladys Smith 650-363-4821	Gladys Smith 650-363-4821
Sheriff's Office	Gina Sheridan 650-363-4699	Gina Sheridan 650-363-4699
	Ginger Balkus 650-363-7819	Michele Flores 650-363-4507
Tax Collector/Treasurer	Angey Rivera 650-363-4398	Angey Rivera 650-363-4398
	Nilita Meitz 650-599-7230	Nilita Meitz 650-599-7230
Revenue Services	Laura Williams 650-363-4155	Laura Williams 650-363-4155

Effective 9/30/2010