

**SECOND AMENDMENT  
TO AGREEMENT NUMBER 08-8901  
WITH SUNGARD PUBLIC SECTOR, LLC.**

This Second Amendment to Agreement number 08-8901, dated November 21, 2008 ("Agreement"), is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Santa Rosa, a municipal corporation ("City"), and SunGard Public Sector, LLC, a Florida Limited Liability Company ("Contractor").

**RECITALS**

- A. City and Contractor entered into the Agreement for Contractor to provide software licensing, implementation services, and software maintenance support services for the City of Santa Rosa. This Agreement was previously amended by Amendment No. 1, which revised the software maintenance support services for Microfocus Runtime and MKS and extended the term for such support.
- B. City and Contractor now desire to amend the Agreement for the purpose of upgrading the current operating system to ONESolution, and to revise the software maintenance agreement to deliver an additional seven (7) years of maintenance and as-needed support services.
- C. On December 21, 2015, Articles of Conversion were filed to convert SunGard Public Sector, Inc. from a Florida Corporation to a Florida Limited Liability Company now known as SunGard Public Sector LLC. As Florida Statutes, Section 607.1114 provides in part: (1) A domestic corporation that has been converted into another business entity pursuant to this chapter, is for all purposes the same entity that existed before the conversion, and the City may enter into the amendment in the name of the converted entity without a formal assignment.

**AMENDMENT**

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

1. SCOPE OF SERVICE

Exhibits B, C and D to the Agreement are supplemented to include Exhibits B-1, C-1 and D-1.

2. COMPENSATION

Section 4b. shall be deleted in its entirety and replaced as follows:

Total maximum compensation to be paid hereunder for the satisfactory accomplishment and completion of all tasks set forth, shall in no event exceed the sum of Three Million Eight Hundred Nineteen Thousand One Hundred Ninety One Dollars and Forty Cents (\$3,819,191.40), which includes Two Million Forty Five Thousand Forty Dollars and Zero Cents (\$2,045,040.00) for software and services, plus a maximum of One Hundred Seventy Thousand Seven Hundred Eighty Six Dollars and Zero Cents (\$170,786.00) for travel and

expenses, plus total cumulative amount not to exceed One Million Six Hundred Three Thousand Three Hundred Sixty Five Dollars and Forty Cents (\$1,603,365.40) for all IFAS components and third party maintenance fees for 14 years.

All other terms of the Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

**CONTRACTOR:**

**SUNGARD PUBLIC SECTOR, LLC.**  
a Florida Corporation

**CITY OF SANTA ROSA**  
a Municipal Corporation

By: \_\_\_\_\_

TYPE OF BUSINESS ENTITY (check one):  
 Individual/Sole Proprietor  
 Partnership  
 Corporation  
 Limited Liability Company  
 Other (please specify: \_\_\_\_\_)

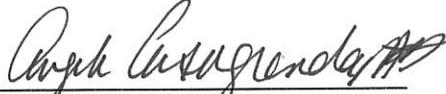
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

Signatures of Authorized Persons:

By: \_\_\_\_\_

  
Office of the City Attorney

Print Name: Tom Amburgay

ATTEST:

Title: VP + GM

By: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

City of Santa Rosa Business Tax Cert. No.



Attachments:

- Exhibit B-1 – Supplement to Exhibit B CONTRACTOR's Software License and Service Agreement
- Exhibit C-1 – Supplement to Exhibit C CONTRACTOR's Statement of Work
- Exhibit D-1 – Supplement to Exhibit D CONTRACTOR's Software Maintenance Agreement

“Exhibit B-1” to the City of Santa Rosa Contract agreement Number 08-8901

Software License and Service Agreement

- Appendix 1 in Exhibit B-1 is supplemented to add the following:

Summary of One Time Costs:

Description	Type	Totals
Professional Services	Professional Services	\$ 94,130
Third Party Software License Fees	Third Party	\$ 33,160
Third Party Subscription Fees	Third Party	\$ 15,760
<b>Total</b>		<b>\$ 143,050</b>

Software Table:

Product Code	Product Name	Qty	License Fees	Maintenance Fees
OS-CRCPT	ONESolution Cash Receipts	1	\$ -	\$ 3,220.00
OS-K9-3	ONESolution Click2Gov3 Vendor	1	\$ -	\$ 430.00
		<b>Total</b>	<b>\$ -</b>	<b>\$ 3,650.00</b>

Professional Services:

Product Code	Product Name	Project Management	Installation	Training	Development
OS-K9-3	ONESolution Click2Gov3 Vendor	\$ 640.00	\$ 1,400.00	\$ 640.00	
OS-UPG-7.9-SQL-FINHP	ONESolution 7.9 SQL to SQL Migration to ONESolution Current Version Upgrade	\$ 19,200.00	\$ 32,900.00	\$ 28,000.00	\$ 4,800.00
PS-ID	Interface Development				\$ 4,800.00
PS-WU	Weekend Uplift		\$ 1,750.00		
	<b>Total</b>	<b>\$ 19,840.00</b>	<b>\$ 36,050.00</b>	<b>\$ 28,640.00</b>	<b>\$ 9,600.00</b>

**Notes to Services Table:**

1. Notwithstanding anything to the contrary, the price for the Services is a "not to exceed" amount based on the Services selected by City at the time of the execution of this Amendment. The Services price will change if additional services are necessitated by changes to the Scope of Work, or if City chooses additional services, software, or hardware following the execution of this Amendment, or if City otherwise fails to perform its responsibilities as reasonably required through the course of the project.
  
2. Travel and living expenses are additional and are not included in the amounts provided herein. Reimbursable expenses are estimated at \$6,000 and will be billed as incurred. Contractor will not exceed the estimated total without prior approval from City. This total amount will not apply if additional services are necessitated by changes to the scope of Exhibit B-1, or if additional reimbursable expenses are incurred due to any change orders to this Amendment.

Third Party Products:

Product Code	Product Name	License Fees	Maintenance Fee	Project Management	Installation	Training
OS-K1-3	ONESolution Click2Gov3 Core		\$ 1,180.00	\$ 1,280.00	\$ 2,800.00	\$ 640.00
OS-GCOREIF	ONESolution Global Core-IFAS	\$ 5,160.00	\$ 830.00			
BICORE-REST-MDS	Cognos BI: Base Bundle Multi-Data Source	\$ 28,000.00	\$ 4,480.00	\$ 640.00	\$ 1,400.00	\$ 9,000.00
	<b>Total</b>	<b>\$ 33,160.00</b>	<b>\$ 6,490.00</b>	<b>\$ 1,920.00</b>	<b>\$ 4,200.00</b>	<b>\$ 9,640.00</b>

Appendix 1 shall include pricing for Additional Services as described in section 4.Services (b). As of the Date of Execution, Contractor's listing of Contractor's current services rates is listed below:

<b>SunGard Professional Service Fees</b>	<b>Unit Price</b>	<b>Meas. Unit</b>
<b>As of 9/01/2015</b>	<b>Price</b>	<b>Unit</b>
Basic Application Consulting Fee	\$ 160.00	Hour
Change Management Fee	\$ 200.00	Hour
Development Fee	\$ 200.00	Hour
End-User Training Fee	\$ 160.00	Hour
High Level Consulting Fee	\$ 225.00	Hour
Implementation Services Fee	\$ 175.00	Hour
Installation Fee	\$ 175.00	Hour
Interface Development Fee	\$ 200.00	Hour
Program Management Fee	\$ 200.00	Hour
Project Management Fee	\$ 160.00	Hour
Report Development Fee	\$ 200.00	Hour
Technical Services Fee	\$ 200.00	Hour
Web-Based Training Fee	\$ 160.00	Hour
Workflow Development Fee	\$ 200.00	Hour
Cognos Report Training Fee	\$ 225.00	Hour
Weekend Uplift Fee - Installation	\$ 1,750.00	Each
After Hour/Weekend Installation Fee	\$ 350.00	Hour

- "Software Supplement" is updated to include:

#### THIRD PARTY SOFTWARE, HARDWARE AND SERVICES SUPPLEMENT

##### 1. Third Party Software Licenses.

To facilitate Customer's access and use of the third party software set forth in Exhibit 1 ("Third Party Software") the licensor(s) of such Third Party Software have agreed to allow SunGard Public Sector to provide the Third Party Software to Customer, subject to the following additional conditions: (i) the Third Party Software shall be used only in conjunction with any permissible use of the Component System software specifically authorized hereunder, and (ii) the Third Party Software shall be used only in accordance with licensor's terms and conditions and documentation for the Third Party Software which, unless otherwise included in a specific Supplement attached hereto, shall be provided to Customer with the receipt of such Third Party Software. During the term of this Agreement, SunGard Public Sector shall use reasonable efforts to provide Customer the benefit of all indemnities and warranties granted to SunGard Public Sector by the licensor(s) of the Third Party Software, to the extent possible without additional cost to SunGard Public Sector, as and if permitted by SunGard Public Sector's agreement with the licensor of the Third Party Software, and to the extent such warranties and indemnities pertain to Customer's use of the Third Party Software hereunder. In the event of any defect in any Third Party Software supplied by SunGard Public Sector, SunGard Public Sector will use commercially reasonable efforts to replace or correct the Third Party Software without charge, unless it has been damaged or corrupted after supply by SunGard Public Sector (including, but not limited to, damage caused by incorrect use, incorrect voltage or attempts to modify the Software or Third Party Software). If such damage or corruption has occurred after supply by SunGard Public Sector, SunGard Public Sector reserves the right to refuse to replace or correct the Third Party Software or to impose charges for so doing. Provided that SunGard Public Sector complies with this provision, it shall face no further liability with respect to any defect in any Third Party Software.

Unless as otherwise provided in a specific Supplement attached hereto, or as provided in Licensor's terms and conditions, SunGard Public Sector shall provide Level 1 support of the Third Party Software. For purposes herein, Level 1 Support shall mean:

- 1.1 Taking the first support call from Customer and qualifying the call priority, or if an existing case, obtaining case information;
- 1.2 Gathering information about the case, defining and describing the problem, and determining if the Third Party Software is the cause of the problem. Analyze problem symptoms, attempt to find root cause if appropriate and document result of such attempts. Determining if the problem is a known Third Party Software problem by accessing third party online support resources; and
- 1.3 If it is determined to be a Third Party Software problem, contacting the Third Party Software technical support. For new cases, opening a case and selecting a priority. For

existing cases, providing the case number and information gathered to the Third Party Software support engineer.

2. Third Party Hardware and Services

Customer is hereby advised that the third party, and not SunGard Public Sector, assumes all responsibility for and liability in connection with the Third Party Hardware or Third Party Services set forth on Exhibit 1, and is solely responsible for delivering the Third Party Hardware and Third Party Services to Customer. SunGard Public Sector is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that SunGard Public Sector is authorized to represent the fees for the Third Party Hardware or Third Party Services as the same is provided for in Exhibit 1 and to accept payment of such amounts from Customer on behalf of the third party.

3. Title and Risk of Loss:

In no event will SunGard Public Sector be deemed to have taken title or any similar right or interest in or of any Third Party Software or Third Party Hardware in the chain of distribution to Customer, and title, risk of loss, and/or such similar right or interest in or to the Third Party Software or Third Party Hardware will be deemed to vest in Customer either at the point of delivery to carrier for shipment or as otherwise provided for in the licensor's terms and conditions.

4. Disclaimer of Warranties.

Customer agrees and understands that SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE THIRD PARTY SOFTWARE, THIRD PARTY HARDWARE OR THIRD PARTY SERVICES. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY THE LICENSORS, MANUFACTURERS OR PROVIDERS OF SUCH THIRD PARTY SOFTWARE, THIRD PARTY HARDWARE AND THIRD PARTY SERVICES. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CUSTOMER TO THE THIRD PARTY PURSUANT TO THIS AGREEMENT, SUNGARD PUBLIC SECTOR WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE THIRD PARTY SOFTWARE, THIRD PARTY HARDWARE OR THIRD PARTY SERVICES.

COGNOS SOFTWARE SUPPLEMENT

1. Additional Definitions. "Cognos Software Modules" means any of the software provided to SunGard Public Sector by International Business Machines Corporation ("IBM") and identified under the name "Cognos" in the Third Party Software schedule of Exhibit 1 of this Software License and Services Agreement (the "Agreement").
2. Ownership. IBM owns the Cognos Software Modules.
3. Restrictions on Use of Cognos Software Modules. Customer's use of the Cognos Software Modules is subject to the terms and conditions of the IBM Licensing Information Document and all licensing files, including Notices files, which accompany or are included in the Cognos Software Module. Additionally, Customer's use of the Cognos Software Modules is subject to the following terms and conditions:
  - (a) Customer has the right to use the Cognos Software Modules in Object Code form only;
  - (b) Customer acknowledges that the Cognos Software Modules are proprietary to IBM and are supplied by SunGard Public Sector under license from IBM. Title to the Cognos Software Modules shall at all times remain vested in IBM or its designated successor. Except for the right of use that is expressly provided to Customer under this Agreement, no right, title or interest in or to the Cognos Software Modules is granted to Customer; and
  - (c) Customer acknowledges and understands that it is licensing the Cognos Software Modules on a "restricted use" basis. "Restricted use" means the use of the Cognos Software Modules only with the following Component Systems, to the extent licensed as set forth in Exhibit 1 of the Agreement and Section 2(b) of the Amendment: SunGard Public Sector ONESolution, Naviline TRAKiT and PLUS software applications. Such restricted use shall include Customer's right to extract, analyze, and report data from disparate systems, provided that such data is extracted, analyzed and reported by the ONESolution, Naviline, TRAKiT and PLUS software applications system(s) set forth in Exhibit 1 of the Agreement and Section 2(b) of the Amendment.

## **Exhibit C-1 to City of Santa Rosa Contract Agreement Number 08-8901**

### **STATEMENT OF WORK**

#### **3.0 Introduction**

##### **3.1 Definition of Terms and Services**

- 3.1.1** Installation Services Scope
- 3.1.2** Development Services Scope
- 3.1.3** Consultant Services Scope
- 3.1.4** Project Management Services Scope

#### **4.0 Project Governance and Requirements**

##### **4.1 Customer**

- 4.1.1** Project Sponsor
- 4.1.2** Steering Committee
- 4.1.3** Project Manager
- 4.1.4** Project Functional Team Leads

##### **4.2 SunGard Public Sector**

- 4.2.1** Project Manager
- 4.2.2** Functional Leads (Consultants, Developers, and Technical resources)

#### **5.0 Escalation Procedures**

### 3.0 Introduction

This document is the Statement of Work (SOW) for the implementation of Services with respect to the migration from IFAS to the Baseline version of ONESolution of the Component Systems as expressly identified in Exhibit B-1: Software License and Services Agreement (the "Agreement"). This SOW is incorporated into the Agreement by Amendment 2 of Contract 08-8901.

The SOW is intended to be a planning and control document, not the detailed requirements or design of the solution.

The following phases are included as part of the Statement of Work:

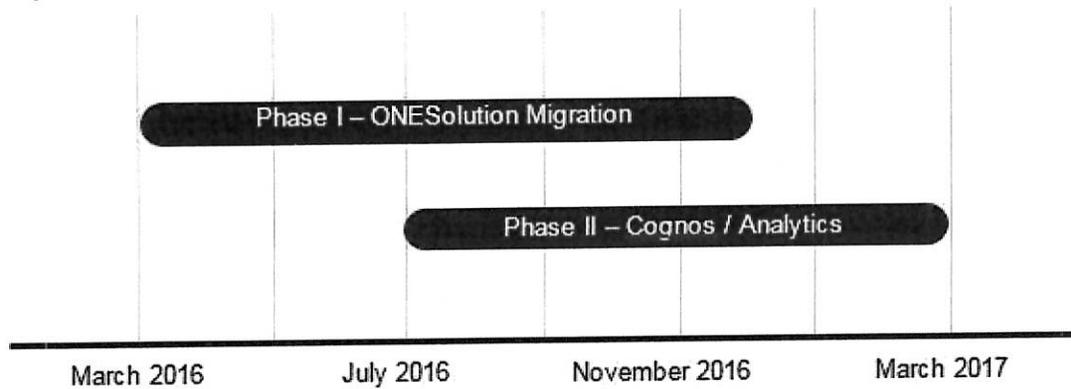
#### Phase I – ONESolution Migration

- Installation and Configuration of ONESolution software on City servers; including existing IFAS modules, Cash Receipts and Click2Gov3
- Migration of data from IFAS to ONESolution
- Interface development
- Testing and addressing setup and configuration issues
- Training

#### Phase II – Cognos / Data Analytics Implementation

- Installation and Configuration of Cognos / Analytics on City servers
- Testing and addressing setup and configuration issues
- Training

The general timeline expectations for this project are graphically presented below:



The Deliverables listed herein are considered requirements of the project and have an assigned lead which has been noted in the columns below. Upon project initiation, your organization will be provided a Welcome Packet that encompasses all of the tools available to manage the project with your organization.

### 3.1 Definitions of Terms and Services

Scope Definition	Scope Description	Customer Deliverables/Actions	SunGard Public Sector Deliverables/Actions
<b>3.1.1 Installation Services Scope</b>			
<b>Installation and Initial Data Migration</b>	Initial Installation and Data Migration is the installation of the ONESolution file system and the migration of data from the existing production environment to a pre-production environment.	<ul style="list-style-type: none"> <li>• <b>Hardware Set Up</b></li> <li>• <b>Completed Pre-Install Checklist</b></li> <li>• <b>Attend Discovery Call</b></li> <li>• <b>Review and Signoff on Completed SOW</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Pre-Install Checklist</b></li> <li>• <b>Discovery Call</b></li> <li>• <b>Statement of Work</b></li> <li>• <b>Post Action Report</b></li> </ul>
<b>Post Installation Verification</b>	Post Install Verification is an in depth validation of the system post install. Customer specific set up, configuration and data validation is the customer responsibility for testing and validation. The intent of the verification is to ensure system readiness for customer and consulting activities.	<ul style="list-style-type: none"> <li>• <b>Upon System Turnover and Completed Test Plans, Customer to Test and Validate System</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Completed Test Plans</b></li> </ul>
<b>SA/DBA Training</b>	SA/DBA Training is ONESolution system administration training. These sessions will be handled via remote distance learning.	<ul style="list-style-type: none"> <li>• <b>Attend Training</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Agendas – One week prior to session.</b></li> <li>• <b>Distance Learning Log – Within one week of session.</b></li> </ul>
<b>Mock Data Roll</b>	Mock Data Roll is a ‘dress rehearsal’ of the Go-Live Cutover process. Fully scripted with all tasks, resources and people identified and participating.	<ul style="list-style-type: none"> <li>• <b>Attend Discovery Call</b></li> <li>• <b>Review and Signoff on Completed SOW</b></li> <li>• <b>Provide Installer with Items, Setup, or Configuration to be</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Discovery Call</b></li> <li>• <b>Statement of Work</b></li> </ul>

		<p><b>Preserved for Mock Migration</b></p> <ul style="list-style-type: none"> <li>• <b>Test and Validate System</b></li> </ul>	
<b>Final Data Roll</b>	<p>Final Data Roll is the Go-Live Cutover where pre-production becomes the live production environment. The Final Data Roll typically starts on a Thursday afternoon/evening and runs through the weekend with the live ONESolution production the following Monday.</p>	<ul style="list-style-type: none"> <li>• <b>Attend Discovery Call</b></li> <li>• <b>Review and Signoff on Completed SOW</b></li> <li>• <b>Provide Installer with Items, Setup, or Configuration to be Preserved for Final Migration</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Discovery Call</b></li> <li>• <b>Statement of Work</b></li> </ul>
<b>Test Account Creation</b>	<p>Test Account Creation is the creation of the test account which is cloned from the new production environment.</p>	<ul style="list-style-type: none"> <li>• <b>Validate Account</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Discovery Call</b></li> <li>• <b>Statement of Work</b></li> </ul>
<b>Weekend Uplift</b>	<p>Weekend Uplift covers the weekend go-live activities.</p>		

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Installation Scope Requirements and Notes:

- Customer is responsible for the procurement and installation of hardware based upon SunGard Public Sector’s Recommended Hardware Specifications.
  - SunGard Public Sector will perform one initial migration, one mock migration and one final migration as part of the Agreement. SunGard Public Sector will create one Production Account and one Test Account as part of the Agreement. Additional accounts will require additional hours added to the Agreement by mutual written agreement at SunGard Public Sector’s prevailing rates.
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3.1.2 Development Services Scope

<p><b>Custom Development Discovery</b></p>	<p>Custom Development Discovery is the review and specification writing for any possible changes that may be required to any custom development a customer may have had done in the past. If the specification work is more extensive than what has been quoted in good faith under the Agreement then additional hours for Custom Development may be required. Additional hours will be added to the Agreement by mutual written agreement at SunGard Public Sector’s prevailing rates. Unless otherwise specifically stated within the Agreement, SunGard Public Sector has not included services for Custom Development in the Agreement.</p> <p>Note: Existing custom development items may need to be amended to work in ONESolution. If so, the hours herein will be used for discovery and specification development. Software development hours will be outside of the scope of this agreement.</p>	<p>If applicable, the following is the process for Custom Development Services:</p> <ul style="list-style-type: none"> <li>• <b>Identify Custom Software</b></li> <li>• <b>Complete Work Request Form –</b> Details customization or change requested</li> <li>• <b>Discovery Call(s)</b></li> <li>• <b>Review and Signoff on Completed Task Specifications</b></li> <li>• <b>Test and Validate Customizations</b></li> </ul>	<p>If applicable, the following is the process for Custom Development Services:</p> <ul style="list-style-type: none"> <li>• <b>Discovery Call(s)</b></li> <li>• <b>Task Specification(s)</b></li> </ul> <p>Examples include, but are not limited to Check Writer and ELF Changes, Web Forms, Custom Modifications, Conversions, and Integration with 3<sup>rd</sup> Party Applications.</p>
<p><b>Workflow and CDD Report Development Assistance</b></p>	<p>Workflow and CDD Report Development Assistance is to aid with any workflow or report development that may be required by the upgrade to ONESolution. SunGard Public Sector will migrate all existing workflow models and reports to ONESolution from the organization’s production environment as part of our migration process. We expect the workflow models and reports to achieve the same business functions in ONESolution. The organization’s workflow models and reports must be tested and may require updating due to software, schematic or table changes in the updated version of ONESolution. Customer will test all required reports and</p>	<p>If applicable, the following is the process for Custom Development Services:</p> <ul style="list-style-type: none"> <li>• <b>Identify Workflow or CDD Report Changes</b></li> <li>• <b>Complete Work Request Form –</b> Details change requested</li> <li>• <b>Discovery Call(s)</b></li> <li>• <b>Task Specification(s)</b></li> </ul>	<p>If applicable, the following is the process for Custom Development Services:</p> <ul style="list-style-type: none"> <li>• <b>Discovery Call(s)</b></li> <li>• <b>Task Specification(s)</b></li> </ul>

workflow models and SunGard Public Sector will update the workflow models and reports as necessary up to the hours included in this SOW.

Development Scope Requirements and Notes:

- Customer will have 30 days upon delivery to test and validate functionality unless otherwise stated. Upon the 30 day delivery date the task will be considered complete unless testing reveals an issue that needs to be addressed by SunGard, in which case the customer will have 30 days to retest the functionality after SunGard has stated the issue is addressed and any additional requests for engagement will be handled under a new task and will be scheduled based on next availability of the SunGard Public Sector resource.

3.1.3 Consultant Services Scope

<p><b>Consulting/Training</b></p>	<p>Consulting/Training is a combination of consultative efforts guiding and advising of best practice set up and configuration based on how the system is used, while enhancing the core teams' knowledge on current functions and features as well as the differences between the current live version and the ONESolution version.</p> <p>Consulting/Training consists of:</p> <ul style="list-style-type: none"> <li>○ Navigation/Desktop Overviews</li> <li>○ Module and Functional Overviews</li> <li>○ Training on the New Security Model</li> <li>○ Training on new Features/Changes</li> <li>○ Tools Analysis</li> <li>○ Go Live Preparation and Testing Support</li> <li>○ Go Live and Post Go Live Support</li> </ul>	<ul style="list-style-type: none"> <li>● <b>Attend Training</b></li> <li>● <b>Complete Homework</b> (if applicable)</li> <li>● <b>Review and Sign Trip/Distance Learning Log</b></li> <li>● <b>Review Milestone Tracking</b></li> <li>● <b>Training and End User Guides</b></li> </ul>	<ul style="list-style-type: none"> <li>● <b>Agendas</b> – One week prior to scheduled session.</li> <li>● <b>Trip/Distance Learning Log</b> – Within one week of session.</li> <li>● <b>Milestone Tracking</b></li> </ul>
<p><b>Business Process Review (if applicable)</b></p>	<p>Business Process Review (BPR) is an in-depth review of current organization business practices and processes. SunGard Public Sector will make best practice recommendations for process change and design to the organization based on use of SunGard Public Sector software.</p>	<ul style="list-style-type: none"> <li>● <b>Provide Current "As Is" Processes</b></li> <li>● <b>Attend Interview Sessions per Schedule</b></li> <li>● <b>Review BPR Recommendations</b></li> </ul>	<ul style="list-style-type: none"> <li>● <b>Onsite BPR Interview Sessions</b></li> <li>● <b>BPR Findings Document with Recommendations</b></li> </ul>

	Note: It is our recommendation that a BPR be conducted prior to this engagement for a full scope and analysis for a successful migration to ONESolution.	<ul style="list-style-type: none"> <li>• <b>Signoff on Completed BPR</b></li> <li>• <b>Determine Which Recommendations to be Implemented During Project</b></li> </ul>	
<b>Business Process Review Consulting (if applicable)</b>	If a BPR was conducted, the Customer may want to implement some of the recommendations from the BPR report. The hours in this area will be used to assist the Customer in implementing the recommendations. These may be used for consulting, configuration, training, or development. This effort will be integrated into the project plan.	<ul style="list-style-type: none"> <li>• <b>Identify the recommendations to be implemented.</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Incorporate the recommendations to be implemented within the project plan.</b></li> </ul>

Consulting/Training Scope Requirements and Notes:

- This project takes a train the trainer approach. SunGard Public Sector will train the Customer core users and the core users will train end users (if applicable) prior to cutting over and going live. This includes creating Customer specific manuals if necessary. If Customer requests End User Training Services, additional hours will be required and will be added to the Agreement by mutual written agreement at SunGard Public Sector’s prevailing rates.
- Customer is responsible for Testing all aspects of ONESolution. This includes but is not limited to the following:
  - All business processes including payroll
  - Reports and Workflow
  - Security
  - Interfaces

3.1.4 Project Management Services Scope

<b>Project Management</b>	SunGard Public Sector will provide a Remote Project Manager (RPM) who will dedicate an estimated average of 10 hours/month with approximately 24 hours spent during the Initiation Phase of the project, unless the Agreement hours states otherwise. Throughout the project, the RPM will keep the project organized from the SunGard Public Sector perspective, on schedule and on	<ul style="list-style-type: none"> <li>• <b>Review and Sign Charter</b></li> <li>• <b>Attend Project Kickoff</b></li> <li>• <b>Provide Organization Schedule Timely for SG PM to complete Project Plan</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Project Charter</b></li> <li>• <b>Project Kickoff</b></li> <li>• <b>Project Plan</b></li> <li>• <b>Open Items Log</b></li> <li>• <b>Weekly Status Call with Agenda</b></li> </ul>
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<p>budget. A series of project tools are provided to assist your organization’s Project Manager in leading the project effort as well.</p>	<ul style="list-style-type: none"> <li>• <b>Participate in Weekly Call with SG PM</b></li> <li>• <b>Test and Validate the System Timely to Provide Feedback in Weekly Calls</b></li> <li>• <b>Complete Go Live Checklist</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Monthly Stakeholder Report</b></li> <li>• <b>Go Live Checklist</b></li> </ul>
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**Project Management Scope Requirements and Notes:**

- Both SunGard Public Sector and Customer will assign Project Managers with the requisite skills and leadership authority within the organization to effectively accomplish the goals and complete the scope of the services in this SOW. SunGard Public Sector has allocated hours to cover a 9-12 month project. If the project runs over the allotted RPM hours, the Customer may contract for additional hours.
- Customer will participate in weekly project team calls with SunGard Public Sector’s Project Manager.
- Customer is responsible for completing the Go-Live Checklist no less than 30 days before go live to ensure full testing has occurred and the customer organization is ready for go live.

## 4.0 Project Governance and Requirements

### 4.1 Customer

#### 4.1.1 Project Sponsor

The project sponsor provides support to the project by allocating resources, providing strategic direction, communicating key issues about the project and the project’s overall importance to the organization. The project sponsor will be involved in the project as needed to provide necessary support, oversight, and guidance, but will not participate in day-to-day activities. The project sponsor will empower the steering committee to make critical business decisions for the organization.

#### 4.1.2 Steering Committee

The Steering Committee will understand and support the cultural change necessary for the project and foster throughout the organization an appreciation of the value of an integrated ERP system. The Steering Committee oversees the project team and the project as a whole. Through participation in regular meetings the Steering Committee will remain updated on all project progress, project decisions, and achievement of project milestones. The Steering Committee will also provide support to the project team by communicating the importance of the project to each member’s department along with other department directors in the organization. The Steering Committee is responsible for ensuring that

the project has appropriate resources, providing strategic direction to the project team, and is responsible for making timely decisions on critical project or policy issues.

- Provide staff and facilities to the implementation effort as described herein.
- Make final decisions on policy changes as necessary.
- Communicate to governing body as necessary.
- Final escalation point for project issues.
- Meet bi-weekly or more frequently as needed to review progress.
- Approve material changes in the project plan.
- Advise Project Managers on resolution of project issues.
- Immediately resolve any delay in decision-making that could affect the project timeline.

#### 4.1.3 Project Manager

The customer project manager will coordinate project team members, subject matter experts, and the overall implementation schedule. The Project Manager will be responsible for reporting to the Steering Committee and providing the majority of the organizations change management communications and coaching. The project manager will also be the primary point of contact for the project and will coordinate all activities with the SunGard Public Sector Project Manager.

- Fulfill Go Live dates established in the project plan.
- Monitor and report overall implementation progress (duties of both the Customer and SunGard Public Sector).
- Monitor and report progress on the Customer's responsibilities.
- Immediately notify SunGard Public Sector Project Manager and Executive Steering Committee of any issue that could delay the project.
- Supervise the Customer Project Team.
- Fulfill all the Customer project deliverables.
- Provide availability to the infrastructure and facilities as per the project schedule.
- Provide Staff according to the project plan.
- Ensure change management, training and communication are effective (and adjusted accordingly if goals are not met).
- Coordinate, direct, and define pre-Go Live testing by the staff.
- Review and approve staffing changes.
- Foster a learning environment.

#### 4.1.4 Project Functional Team Leads

Project team members will be the core functional leads for each area in the system. The project team members have detailed subject matter expertise and are empowered to make appropriate business process and configuration decisions in their respective areas.

- Team Leads should include individuals from all major functional areas.
- Coordinate with the project manager in communications and issue resolution.

- Make recommendations to the Project Manager concerning any policy or implementation issues.
- Participate in pre-Go Live testing.
- Assist SunGard Public Sector with configuration of ONESolution.
- Assist with the resolution of issues.
- Identify end users to attend training. Create end-user training documentation. Deliver End-User Training Classes.
- Provide support to the user community in the post production timeframe.
- Define specifications for Development of Interfaces, Workflow, Reports, Forms, and Conversions as necessary.
- Test Interfaces, Workflow, Reports, Forms, Conversions and software functionality as necessary.
- Validate Data.
- Set up security profiles.

## 4.2 SunGard Public Sector

### 4.2.1 Project Manager

The SunGard Public Sector Project Manager will:

- Manage and monitor go live dates.
- Support Customer Project Manager in monitoring and reporting overall implementation progress.
- Immediately notify Customer Project Manager and Project Sponsor of any issue that could delay the project.
- Fulfill all SunGard Public Sector project deliverables outlined in the SOW.
- Ensure a completed software installation as per the project schedule.
- Provide SunGard Public Sector Staff according to the project plan.
- Facilitate coordination between all SunGard Public Sector departments.
- Monitor the work plan and schedule and make course corrections as necessary.
- Serve as the point person for all project issues (First escalation point).
- Prepare weekly status updates, along with weekly project call.
- Provide issue resolution status, tracking, and procedures.

### 4.2.2 Functional Leads (Consultants, Developers, and Technical resources)

- Work with Customer SMEs to design and configure the functional components of the ONESolution system for optimal long-term use.
- Participate in ONESolution software configuration with assistance from the Customer's Functional Leads.
- Check that Software operates after configuration as per its documentation.
- Assist with the resolution of issues.
- Trains the Customer core group during the configuration of software.
- Provide agenda and trip/distance learning reports for each session.

## 5.0 Escalation Procedures

The Customer and SunGard Public Sector should anticipate challenging issues to arise throughout the implementation process due to the complexity of this project. In order for challenging issues to be remedied in a timely fashion, the Customer and SunGard Public Sector will utilize the following Escalation Procedure:

All communication regarding the project should be directed to SunGard Public Sector and the Customer’s Project Managers in order to maintain consistent communication between the parties. Scheduled weekly meetings will be maintained between the SunGard Public Sector Project Manager and the City’s Project Team (including the City’s Project Manager).

All issues or concerns will be discussed actively and openly between SunGard Public Sector’s Project Manager and the City’s Project Manager. If issues begin to interfere with the progression of the implementation project, the Customer and/or SunGard Public Sector Project Managers should escalate challenges to SunGard Public Sector and the Customer management in the sequence below, as needed:

Michele Leaf – Manager, Professional Services	530.879.5126	<a href="mailto:michele.leaf@SunGardps.com">michele.leaf@SunGardps.com</a>
Monica King – Director, Professional Services	407.304.3297	<a href="mailto:monica.king@SunGardps.com">monica.king@SunGardps.com</a>
Paul Tovey – Director, Professional Services for Public Administration	530.879.5139	<a href="mailto:paul.tovey@SunGardps.com">paul.tovey@SunGardps.com</a>
Tom Amburgey – VP, Public Administration	407.304.3022	<a href="mailto:tom.amburgey@SunGardps.com">tom.amburgey@SunGardps.com</a>
Mike Borman – CEO, SunGard Public Sector	407.304.3019	<a href="mailto:mike.borman@SunGardps.com">mike.borman@SunGardps.com</a>

Exhibit D-1 – Supplement to Exhibit D CONTRACTOR’s Software Maintenance

“Exhibit D-1” to the City of Santa Rosa Contract Agreement Number 08-8901

Software Maintenance Agreement

- Software maintenance Agreement in Exhibit D-1 is supplemented to add the following:

Exhibit 1 will add the new release, improvement and enhancement of the current operating system to OneSolution.

Section 4 (a). The referenced Exhibit 1 Payment for Improvements schedule will be replaced in its entirety to reflect payment terms from the initial contract year through contract year fourteen (14):

SUNGARD PUBLIC SECTOR LOCAL GOVERNMENT				CONFIDENTIAL						
IFAS Component Systems Maintenance Fees				Initial Contract Year	Second Contract Year	Third Contract Year	Fourth Contract Year	Fifth Contract Year	Sixth Contract Year	Seventh Contract Year
Customer Name	Description	Term	Qty							
City of Santa Rosa	IFAS Component System Maintenance	12		\$0.00	\$ 102,960.00	\$ 105,019.20	\$ 107,119.58	\$ 109,261.97	\$ 111,447.21	\$ 113,676.15
Customer Name	Description	Term	Qty	Eighth Contract Year	Ninth Contract Year <sup>(1)</sup>	Tenth Contract Year	Eleventh Contract Year	Twelfth Contract Year	Thirteenth Contract Year	Fourteenth Contract Year
City of Santa Rosa	IFAS Component System Maintenance	12		\$ 110,224.38	\$ 116,078.87	\$ 118,400.44	\$ 120,768.45	\$ 123,183.82	\$ 125,647.50	\$ 128,160.45
Third Party Maintenance Fees				Initial Contract Year	Second Contract Year	Third Contract Year	Fourth Contract Year	Fifth Contract Year	Sixth Contract Year	Seventh Contract Year
Customer Name	Description	Term	Qty							
Customer Name	Description	Term	Qty	Initial Contract Year	Jan 1, 2010 - Dec 31, 2010	Jan 1, 2011 - Dec 31, 2011	Jan 1, 2012 - Dec 31, 2012	Jan 1, 2013 - Dec 31, 2013	Jan 1, 2014 - Dec 31, 2014	Jan 1, 2015 - Dec 31, 2015
City of Santa Rosa	IFAS - MicroFocus Runtime-600000150794	12	11.00	\$0.00	\$ 3,190.00	\$ 3,253.80	\$ 3,318.88	\$ 3,385.25	\$ 3,452.96	\$ 3,522.02
City of Santa Rosa	IFAS - MicroFocus Runtime-Test-600000150795	12	2.00	\$0.00	\$ 580.00	\$ 591.60	\$ 603.43	\$ 615.50	\$ 627.81	\$ 640.37
City of Santa Rosa	IFAS - MicroFocus Runtime- Training-600000150796	12	2.00	\$0.00	\$ 580.00	\$ 591.60	\$ 603.43	\$ 615.50	\$ 627.81	\$ 640.37
City of Santa Rosa	IFAS - MKS	12	1 Server	\$0.00	\$ -	\$ 139.80	\$ 142.60	\$ 145.45	\$ 148.36	\$ 151.32
City of Santa Rosa	IFAS - MKS Test	12	1 Server	\$0.00	\$ -	\$ 139.80	\$ 142.60	\$ 145.45	\$ 148.36	\$ 151.32
City of Santa Rosa	IFAS - MKS Training	12	0 Server	Included	Included	Included	Included	Included	Included	Included
				\$ 4,350.00	\$ 4,716.60	\$ 4,810.93	\$ 4,907.15	\$ 5,005.29	\$ 5,105.40	
Customer Name	Description	Term	Qty	Eighth Contract Year	Ninth Contract Year <sup>(1)</sup>	Tenth Contract Year	Eleventh Contract Year	Twelfth Contract Year	Thirteenth Contract Year	Fourteenth Contract Year
Customer Name	Description	Term	Qty	Jan 1, 2016 - Dec 31, 2016	Jan 1, 2017 - Dec 31, 2017	Jan 1, 2018 - Dec 31, 2018	Jan 1, 2019 - Dec 31, 2019	Jan 1, 2020 - Dec 31, 2020	Jan 1, 2021 - Dec 31, 2021	Jan 1, 2022 - Dec 31, 2022
City of Santa Rosa	IFAS - MicroFocus Runtime-600000150794	12	11.00	\$ 3,627.69	\$ 3,700.24	\$ 3,774.25	\$ 3,849.73	\$ 3,926.73	\$ 4,005.26	\$ 4,085.37
City of Santa Rosa	IFAS - MicroFocus Runtime-Test-600000150795	12	2.00	\$ 659.58	\$ 672.77	\$ 686.23	\$ 699.95	\$ 713.95	\$ 728.23	\$ 742.79
City of Santa Rosa	IFAS - MicroFocus Runtime- Training-600000150796	12	2.00	\$ 659.58	\$ 672.77	\$ 686.23	\$ 699.95	\$ 713.95	\$ 728.23	\$ 742.79
City of Santa Rosa	IFAS - MKS	12	1 Server	\$ 155.86	\$ 158.98	\$ 162.16	\$ 165.40	\$ 168.71	\$ 172.08	\$ 175.52
City of Santa Rosa	IFAS - MKS Test	12	1 Server	\$ 155.86	\$ 158.98	\$ 162.16	\$ 165.40	\$ 168.71	\$ 172.08	\$ 175.52
City of Santa Rosa	IFAS - MKS Training	12	0 Server	Included	Included	Included	Included	Included	Included	Included
Amendment 2 - Additions <sup>(2)</sup>										
City of Santa Rosa	Cognos BI: Base Bundle Multi-Data Source - BICOREMDS	1	Server	Included	\$ 4,480.00	\$ 4,569.60	\$ 4,660.99	\$ 4,754.21	\$ 4,849.30	\$ 4,946.28
City of Santa Rosa	ONESolution Global Core-IFAS - OS-GCOREIF	1	Server	Included	\$ 830.00	\$ 846.60	\$ 863.53	\$ 880.80	\$ 898.42	\$ 916.39
City of Santa Rosa	ONESolution Click2Gov3 Core - OS-K1-3	1	Server	Included	\$ 1,180.00	\$ 1,203.60	\$ 1,227.67	\$ 1,252.23	\$ 1,277.27	\$ 1,302.82
				\$ 5,288.57	\$ 11,853.74	\$ 12,090.82	\$ 12,332.63	\$ 12,579.29	\$ 12,830.87	\$ 13,087.49

Notes:  
 (1) Includes Maintenance Fees for IFAS Component Applications added under Amendment 2  
 (2) Maintenance Fees for Third Party Products added under Amendment 2  
 (3) All Fees Subject to applicable sales tax

Section 5. Term will now reflect the contract to remain in full force and effect for fourteen (14) years, beginning on the execution date, which includes the initial Contract Year.