

**NOTICE OF EXERCISE OF EXTENSION OPTION AND SECOND AMENDMENT
TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
SUNGARD PUBLIC SECTOR**

This NOTICE OF EXERCISE OF EXTENSION OPTION AND SECOND AMENDMENT TO THE AGREEMENT (“Second Amendment”), is entered into this 25th day of June 2019, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Sungard Public Sector, LLC, hereinafter called "Contractor". County and Contractor shall be referred to collectively as the Parties herein.

W I T N E S S E T H:

WHEREAS, on July 1, 2016, the County and SunGard Public Sector, LLC (“Sungard”) entered into an agreement for the provision by Sungard of Application Service Provider (ASP) services for ONESolution Financial and Administration Solution (#18000-17-R074577) (“Agreement”); and

WHEREAS, the initial term of the Agreement was from July 1, 2016 through June 30, 2019, with an option exercisable at the County’s sole discretion to extend the term an additional two one-year terms to extend the term through June 30, 2021; and

WHEREAS, on August 23, 2016, the County and Sungard executed a First Amendment to the Agreement to increase the total amount payable under the Agreement by \$11,293.87 (together with the Agreement, the “Agreement as Amended”); and

WHEREAS, Superior, LLC (Superion) has acquired SunGard and is the successor in the interest to SunGard and has assumed all of SunGard’s rights, responsibilities, and obligations under the Agreement as Amended; and

WHEREAS, the County wishes to exercise its option to extend the Agreement through June 30, 2021 under the terms of the Agreement as Amended; and

WHEREAS, in addition to the services and payments provided in the Agreement as amended, the Parties wish to include up to twenty-four (24) total hours of on demand development services from Superior to be billed at the rate of \$200 per hour, and one hour of project management service at the rate of \$320 per hour for a total amount not to exceed \$5,120. Services fees are due monthly as incurred. These professional services are outside of the regular maintenance and support and are including, but not limited to: design, development, configuration, and setup of new workflow models, new modules, and new processing utilities; and

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

1. The Parties agree and acknowledge that this Second Amendment serves as notice of County's election to exercise its option to extend the term of the Agreement as Amended through June 30, 2021 pursuant to the terms thereof.
2. In addition to the services described in Exhibit A to the Agreement as Amended, Superior shall provide up to twenty-four (24) total hours of on-demand development services to be billed at the rate of \$200 per hour, and one hour of project management service at the rate of \$320 per hour for a total amount not to exceed \$5,120. Such development services shall not include any services included in Exhibit A to the Agreement as Amended but shall include, though are not limited to: design, development, configuration, and setup of new workflow models, new modules, and new processing utilities. Such services shall be provided only upon request by the County. Superior shall invoice County for such services monthly as incurred.
3. All the terms and conditions of the Agreement as Amended remain in full force and effect except as expressly amended in this Second Amendment. In the event of any conflict between the terms of the Agreement as Amended and the terms of this Second Amendment, the terms of this Second Amendment shall control.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Superior, LLC

916CA5957741411...
Contractor Signature

6/6/2019

Date

Brad Surminsky CFO

Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board