

**AMENDMENT NO.2 TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SUNGARD PUBLIC SECTOR, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SUNGARD PUBLIC SECTOR, INC., hereinafter called "Contractor";

W I T N E S S E T H:

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;

WHEREAS, the parties entered into an Agreement for application and maintenance services on March 31, 2009 ("Agreement");

WHEREAS, the parties entered into Amendment No. 1 to the Agreement on February 28, 2012;

WHEREAS, Amendment No. 1 granted the County the option to extend service provision by twenty-four months;

WHEREAS, the County now desires to exercise the option granted in Amendment No. 1; and

WHEREAS, the parties wish to amend the Agreement to:

- (1) Renew application service and maintenance services and add additional hosting, licensing and as-needed software development service fees;
- (2) Extend the term through June 30, 2016; and
- (3) Increase the amount by \$543,796 to an amount not to exceed \$1,217,972.

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

1. Pursuant to section 3 of Amended Exhibit B, the County hereby exercises its option to extend the agreement by twenty-four months through June 30, 2016.
2. Original Exhibit "B" to the Agreement is replaced with Second Amended Exhibit "B",

(rev.4/16/2014) attached hereto.

- 3. All other terms and conditions of the agreement between the County and Contractor shall remain in full force and effect.**

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

COUNTY OF SAN MATEO

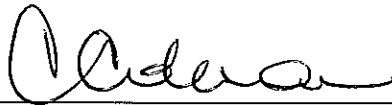
By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

SUNGARD PUBLIC SECTOR, INC.

 _____
Contractor's Signature

Christian Coleman
VP and Controller, SunGard Public Sector Inc

Date: 7/24/14

EXHIBIT B – PAYMENTS AND RATES
AMENDMENT #2 TO AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND SUNGARD PUBLIC SECTOR

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

Customer Name: County of San Mateo, CA

Agreement Number: COSM/6069LG-120141-2

1. Term: Begins July 1, 2014 and concludes June 30, 2016.

2. Application Groups: Monthly Access, License, Start-Up and Annual Maintenance Fees

	Applications and/or Services	Monthly Access Fee	Annual Maintenance Fee	License Fee (One-Time)	Start-Up Fee (One-Time)
Annual Software Maintenance	OS General Ledger – (OS-FIN-GL), OS Job/Project Ledger – (OS-FIN-JL), OS Budget Item Detail – (OS-FIN-BD), OS Accounts Payable – (OS-FIN-AP), OS Encumbrances – (OS-FIN-EN), OS Purchasing – (OS-FIN-PO), OS Bank Reconciliation – (OS-FIN-CRCPT), OS Fixed Assets – (OS-FIN-FA), Accounts Receivable – (OS-FIN-AR), Cash Receipts – (OS-OS-CRCPT), OS Triad, OS Table Formatter System, OS Person/Entity Database – (OS-FIN-PE), OS Contract Management – (OS-FIN-CM), OS Grant Management – (OS-FIN-GM), OS Click, Drag & Drill – (OS-FIN-CDD), OS Easy Laser Forms – (OS-FIN-ELF), OS Documents OnLine – (OS-DO), OS Insight, ADHoc Report Writer, Hassle Free Support (One Account)		\$74,000.00		
ASP Hosting Services	Hardware Configuration and Setup, Disaster Recovery for SunGard Public Sector Applications, Note: references to UNIX hardware and services in Exhibit A will apply to Windows Server hardware and services after going live with ONESolution.	\$9,750.00			
Concurrent Sessions	110 (Changes to the number of Concurrent Sessions may impact the Monthly Access Fee.)	Included in Monthly Fee			
Additional Hosting Fees	Hosting fees for third party software				\$5,000.00
	Dual environment hosting fee until live with ONESolution SQL	3,000.00			
New License Fees/Maintenance	ONESolution Global Core – (OS-GCOREIF), ONESolution Financial Core – (OS-FCOREIF), ONESolution Reporting and BI Core – (OS-BICOREIF), Cognos BI Professional (COGNOS-P)	500.00	8,834.80	\$55,218.00	
Additional Services	Development services at \$200/hr as need arises				
	Total Fees	\$13,250.00	\$82,834.80	\$55,218.00	\$5,000.00

APPLICABLE TAXES ARE NOT INCLUDED IN THIS SCHEDULE, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

3. Payment Terms

Monthly Access Fee: The updated Monthly Access Fee, shown below, will be due by July 1, 2014. Subsequent Monthly Access Fees will be due on the first of the month thereafter. Monthly Access Fees will be invoiced in advance on a monthly basis for a term of twenty-four (24) months at the rates listed below.

July 1, 2014 – June 30, 2015, \$10,250.00 per month or \$123,000 per year;
July 1, 2015 – June 30, 2016, \$10,250.00 per month or \$123,000 per year.

Dual Environment Hosting: As part of the upgrade to SunGard ONESolution, the County will require dual environment hosting services during the upgrade that will be billed at rate of \$3,000 per month until live with ONESolution SQL. Due the first of the month with the Monthly Access Fees.

Annual Maintenance Fee: Annual Maintenance Fees will be due by July 1 of each year.

July 1, 2014 – June 30, 2015, \$82,834.80 per year;
July 1, 2015 – June 30, 2016, \$82,834.80 per year.

License Fee: The License Fee will be due by July 1, 2014.

Start-Up Fee: The Start-Up Fee will be due by July 1, 2014.

As-Needed Services: The County may request the Contractor provide development services at a Contracted rate of \$200 per hour, not to exceed \$36,250 for the twenty-four (24) month term of this agreement. Due monthly as incurred.

COUNTY OF SAN MATEO, CA


BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____

SUNGARD PUBLIC SECTOR, INC.

DocuSigned by:
BY: 
0249C20A72004BA
Chris Coleman

PRINT NAME: _____
Vice President & CFO

PRINT TITLE: _____
4/16/2014

DATE SIGNED: _____