

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
SunGard Public Sector Inc.**

THIS AGREEMENT, entered into this 9th day of September, 2014, 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, it is necessary and desirable that Contractor be retained for the purpose of providing software implementation services to County.

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

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

2. Services to be performed by Contractor; Acceptance; Warranty for Services; Disclaimer of Other Warranties

- a) Services to be performed by Contractor - In consideration of the payments set forth herein and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A.
- b) Acceptance - Contractor and County agree to Acceptance provisions as provided in this section 2(b). "Acceptance" means completion of the following procedure: Upon Contractor's transmittal of a written notice of completion of the services set forth in Exhibit A hereunder, County shall have sixty (60) days from the date of receipt of such written notice(s) to confirm that services have been delivered in accordance with Exhibit A and in accordance with the Limited Warranty which is found under Section 2(c) of this Agreement. County shall be deemed to have accepted the services sixty (60) days after completion of the services in accordance with Exhibit A unless, within the aforementioned sixty (60) day period, County gives written notice of non-acceptance to Contractor

describing the defective services in reasonable detail. If County gives a notice of non-acceptance to Contractor, then Contractor shall investigate the reported failure and complete such investigation within thirty (30) days. County shall provide to Contractor reasonably detailed documentation and explanation, together with underlying data, if any, to substantiate the failure and to assist Contractor in its efforts to understand and if necessary correct the failure. If Contractor contends that there was no material failure to perform or that the alleged failure to perform was not attributable to a defect in Contractor's services or an act or omission of Contractor, then Contractor shall give written notice to County explaining its determination in reasonable detail within the thirty (30) day investigatory period. If, within such period, Contractor does correct the failure, then Contractor shall give written notice to County certifying that the failure has been corrected, and another acceptance period, which shall now be thirty (30) days rather than sixty (60) days, shall begin in accordance with this paragraph.

- c) Warranty for Services; Disclaimer of Other Warranties - Contractor represents and warrants that Contractor's services hereunder will be rendered in a professional and workmanlike manner and that Contractor will use employees, agents or contractors who are adequately trained and who possess the requisite skills and professional knowledge to perform the Services. THE EXPRESS WARRANTIES SET FORTH ABOVE TAKE THE PLACE OF AND SUPERSEDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED AND WHETHER OF MERCHANTABILITY, FITNESS OR OTHERWISE. EXCEPT AS EXPRESSLY STATED HEREIN, COUNTY'S REMEDIES PROVIDED FOR HEREIN ARE EXCLUSIVE.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable in accordance with the provisions for Acceptance as provided under Section 2(b). Such acceptance is not to be unreasonably withheld. County agrees to pay all reasonable and actual travel expenses incurred by Contractor in the provision of Services hereunder. Such expenses include: transportation expenses, lodging, and subsistence necessary during periods of required travel for onsite visits to County facilities. Contractor will submit to County, on a monthly basis, Contractor's invoice for such expenses as they are incurred. At the County's request, Contractor shall provide an itemized list and supporting documentation for such reasonable and necessary expenses. To the extent applicable hereunder, any taxes related to travel expenses, resulting from this Agreement, including but not limited to sales and/or use tax, will be the responsibility of the County. In no event shall County's total fiscal obligation under this Agreement exceed ONE HUNDRED NINETY SEVEN THOUSAND SIX HUNDRED NINETY DOLLARS (\$197,690).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 10, 2014, through August 31, 2015.

This Agreement may be terminated by Contractor, Controller, or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, Contractor or its third-party partner (if applicable) retains title to computer programs and related information developed by Contractor or by County exclusively pursuant to this Agreement; if such programs are derivative works of the software products licensed by Contractor for use by its customers. Contractor shall be entitled to receive payment for work/services provided in accordance with Exhibit A prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement in accordance with the provisions for Acceptance as provided under Section 2(b). Additionally Contractor shall be entitled to all reimbursable travel expenses incurred by Contractor, Contractor's subcontractors (as applicable), and all third parties for which Contractor is facilitating the provision of products or services to County.

5. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

6. Hold Harmless

6.1 General Hold Harmless. To the extent permitted by law, and to the extent provided for under this Agreement, for claims related to bodily injury, death and damage to real property and tangible personal property, as well as fines, assessments and penalties imposed by any authority, Contractor shall indemnify and hold harmless the County and its officers, agents, employees, and servants from and against all direct damages and costs of any kind, including but not limited to reasonable attorney fees, arising out of or resulting from any intentional or negligent acts or omissions of Contractor and its officers, agents, employees, servants, and subcontractors, regardless of whether such claims are caused in part by any party indemnified hereunder, but not to the extent that the County is legally liable for such damages and costs. In no event, however, will Contractor be liable for any consequential damages, including lost profits, savings or procurement costs, even if Contractor has been advised of their possibility.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

6.2 Intellectual Property Indemnification.

Contractor hereby certifies that it owns, controls, or licenses and retains all rights, title, and interest in and to any intellectual property it uses in relation to this Agreement,

including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any intellectual property rights of any third party.

Contractor will defend, indemnify and hold County and its officers, agents, employees, and servants, harmless from and against any loss, cost and expense that County incurs because of a claim that any service(s) provided under this Agreement infringes any United States copyright of others. Contractor's obligations under this indemnification are expressly conditioned on the following: (i) County must promptly notify Contractor of any such claim; (ii) County must in writing grant Contractor sole control of the defense of any such claim and of all negotiations for its settlement or compromise provided that Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any rights of the County, or contain any stipulation, admission, or acknowledgment of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld (if County chooses to represent its own interests in any such action, County may do so at its own expense, but such representation must not prejudice Contractor's right to control the defense of the claim and negotiate its settlement or compromise); (iii) County must cooperate with Contractor to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications or (with the express exception of the other software applications and third party hardware and software specified by Contractor in writing as necessary for use with Contractor's software) from the use or combination of products provided by Contractor with items provided by County or others. If any of Contractor's software application(s) licensed to County is, or in Contractor's opinion is likely to become, the subject of a United States copyright infringement claim, then Contractor, at its sole option and expense, will either: (A) obtain for County the right to continue using the software application(s); (B) replace the software application with products that are substantially equivalent in function, or modify the software application(s) so that it becomes non-infringing and substantially equivalent in function; or (C) refund to County the portion of the license fee paid to Contractor for the software application(s) giving rise to the infringement claim, less a charge for use by County based on straight line depreciation assuming a useful life of five (5) years. THE FOREGOING IS CONTRACTOR'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. Assignability and Subcontracting

Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. However, the following will not be considered "assignment" for purposes of this Agreement: Contractor's assignment of this Agreement or of any of Contractor's rights under this Agreement to Contractor's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and Contractor's assignment of this Agreement to any person or entity to which Contractor transfers all of its rights in the Software.

8. Insurance

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage. Contractor will endeavor to provide thirty (30) days' notice, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy that would be in violation of this Agreement.

- (1) **Workers' Compensation and Employer's Liability Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.
- (2) **Liability Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

- | | |
|-------------------------------------------------|-------------|
| (a) Comprehensive General Liability | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance | \$1,000,000 |
| (c) Professional Liability. | \$1,000,000 |

County and its officers, agents, employees, and servants shall be included as additional insured on the Comprehensive General Liability insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspect all further work and payment pursuant to this Agreement.

9. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

10. Non-Discrimination and Other Requirements

- A. *General non-discrimination.* No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

- B. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.
- C. *Section 504 of the Rehabilitation Act of 1973.* Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.
- D. *Compliance with County's Equal Benefits Ordinance.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:
- ☒ Contractor complies with Chapter 2.84 by:
 - ☒ offering the same benefits to its employees with spouses and its employees with domestic partners.
 - ☐ offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
 - ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
 - ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.
- E. *Discrimination Against Individuals with Disabilities.* The Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.
- F. *History of Discrimination.* Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:
- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair

Employment and Housing Commission, or any other investigative entity.

- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

G. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) imposition of other appropriate contractual and civil remedies and sanctions.

To effectuate the provisions of this Section, the County Manager shall have the authority, if reasonably necessary, to examine Contractor's employment records with respect to compliance with this Section.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

11. COUNTY'S CONFIDENTIAL INFORMATION:

- 11.1 Contractor acknowledges that County may regard as confidential and as a proprietary asset any information and/or materials that come to Contractor's attention by reason of (a) the presence of Contractor representatives (including employees, agents, or contractors), at County's site, and/or (b) Contractor furnishing Services to County (such information, materials, and records collectively being referred to as "County's Confidential or Proprietary Information").
- 11.2 Contractor agrees to safeguard County's Confidential or Proprietary Information by holding it in strict confidence, disclosing it to only those employees, agents or contractors who have a need to know in order to perform Services hereunder. In the event that a subpoena or other legal process that in any way concerns County's Confidential and Proprietary

Information is served upon Contractor, then Contractor agrees to notify County in the most expeditious fashion possible following receipt of such subpoena or other legal process and to reasonably cooperate with County to contest the legal validity of such subpoena or other legal process (provided that County agrees to pay any expense Contractor incur in so doing).

11.3 Contractor agrees to take all reasonable steps to prevent the disclosure, publication or dissemination of County's Confidential or Proprietary Information to any other person, entity, or governmental agency except where and to the extent specifically required by law.

11.4 The provisions of this Section 11 will survive termination of this Agreement.

12. CONTRACTOR'S CONFIDENTIAL INFORMATION.

12.1 County acknowledges and agrees that all documentation, training programs and materials, computer programs and other materials marked by the Contractor as "Contractor proprietary information – Subject to section 12.1 of the contract" created and/or furnished by Contractor to County in conjunction with Services provided under this Agreement constitute confidential, proprietary property and trade secrets of Contractor, Contractor's parent, affiliates, or vendors (such information, and materials collectively being referred to as ("Contractor's Confidential or Proprietary Information") and constitute a valuable asset of Contractor. County agrees to hold all of Contractor's Confidential or Proprietary Information in strictest confidence and to limit access to Contractor's Confidential or Proprietary Information, to the extent permissible under applicable California law, including the California Public Records Act ("PRA"), to only those of County's employees (and independent contractor[s] when Contractor prior written permission to permit access by an independent contractor[s] has been obtained) who need access to Contractor's Confidential or Proprietary Information in order for County to receive the benefit of the Services provided hereunder.

12.2 In the event that the County receives a PRA request that the County determines, in its judgement, requires disclosure of Contractor's Confidential or Proprietary Information, disclosure of the information requested shall not constitute a violation of this Section.

12.3 Contractor (or Contractor's parent, affiliates or vendors as the case may be) shall retain all right, title and interest in and to Contractor's Confidential or Proprietary Information, including but not limited to all intellectual property rights, copyrights, trade secrets and patents. Contractor agrees to grant to County a non-exclusive, non-transferable license to use Contractor's Confidential or Proprietary Information only for purposes of the Services to be provided hereunder.

12.4 The provisions of this Section 12 will survive termination of this Agreement.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with

jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

14. LIMITATION OF LIABILITY

In no event will Contractor be liable for any special, incidental, indirect or consequential damages arising out of this Agreement or by County's use of any Services or software product provided by Contractor under or in connection with this Agreement, except as provided in Section 6 ("Hold Harmless") of this Agreement. County's exclusive remedies with respect to the Service(s) provided under this Agreement shall be Contractor's obligation to correct any errors for any Service(s), or to otherwise make reasonable effort to effect a solution to any problem caused by such Service(s). If Contractor is unable to solve such problem or to correct such Service(s) after a reasonable attempt to do so, then County's exclusive remedy shall be a return of monies paid hereunder which shall reasonably reimburse County for the solution of the problem by a third party, but shall not in any event exceed, in the aggregate, the sum or sums County has paid to Contractor for the Service(s) provided by Contractor pursuant to this Agreement.

15. Retention of Records, Right to Monitor and Audit

(a) Contractor shall maintain all required records for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit of County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State, and local agencies, and as required by County.

(c) Contractor agrees, with a minimum of twenty-four hours notice and without compromising the confidentiality of any of Contractor's other customer(s), to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or to any of their respective audit agencies reasonable access to and the right to examine, during normal business hours, all pertinent records and documents as necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

16. Merger Clause & Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein by reference, constitutes the sole Agreement of the parties to this 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 Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

17. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

18. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Juan Raigoza
Address: 555 County Center, 4th Floor
Redwood City, CA 94063
Telephone: (650) 363-4853
Facsimile: (650) 363-7888
Email: jraigoza@smcgov.org

In the case of Contractor, to:

Name/Title: Chris Coleman/Vice President - Finance
SunGard Public Sector Inc.
Address: 1000 Business Center Drive
Telephone: Lake Mary, FL 32746
Facsimile: (407) 304-3301
Email: Chris.Coleman@Sungardps.com

19. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☐ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☒ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

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.

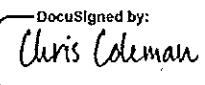
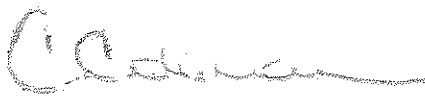
DocuSigned by:
 
0240C20A72094BA...
Contractor's Signature **Chris Coleman**
Vice President and CFO
Date: 8/7/14

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Scope of Work

ONESolution Migration

Prepared for
County of San Mateo, CA



August 6, 2014



Exhibit A

Table of Contents

1	EXECUTIVE SUMMARY	3
1.1	INTRODUCTION	3
1.2	PROJECT OVERVIEW	3
2	PROJECT SCOPE	5
2.1	INTRODUCTION	5
2.1.1	<i>Customization and Interface Strategy.....</i>	<i>5</i>
2.1.2	<i>Reports Strategy.....</i>	<i>7</i>
2.1.3	<i>Current Performance Benchmarks.....</i>	<i>8</i>
2.1.4	<i>User Security Strategy.....</i>	<i>9</i>
2.1.5	<i>SQL Server Migration Strategy</i>	<i>9</i>
2.1.6	<i>Project Management, Consulting and Training Services</i>	<i>10</i>
3	PROJECT ORGANIZATION AND STAFFING PLAN	11
3.1	PROJECT ORGANIZATION CHART	12
3.2	ROLES AND RESPONSIBILITIES	13
3.2.1	<i>Project Sponsor – Roles and responsibilities include:</i>	<i>13</i>
3.2.2	<i>Project Manager – Roles and responsibilities include:</i>	<i>13</i>
3.2.3	<i>Functional Team Lead – Roles and responsibilities include:</i>	<i>14</i>
3.2.4	<i>Technical Team Lead – Roles and responsibilities include:</i>	<i>14</i>
3.2.5	<i>Subject Matter Experts (SME) – Roles and responsibilities include:</i>	<i>15</i>
3.2.6	<i>Department Focus Groups – Roles and responsibilities include:</i>	<i>15</i>
3.2.7	<i>SunGard – Roles and responsibilities include:</i>	<i>16</i>
4	TIMELINE	16
5	PAYMENT TERMS	16
6	ASSUMPTIONS.....	18
7	CHANGE REQUESTS AND CHANGES TO THIS STATEMENT OF WORK.....	18
8	SCOPE CLARIFICATION & MISCELLANEOUS ITEMS	19
8.1	ONESOLUTION TRAINING	19
8.2	PROJECT MANAGEMENT	19
8.3	BUSINESS PROCESS REVIEW (BPR)	19
8.4	INSTALLATION SERVICES	19
8.5	CUSTOMIZATION AND INTERFACE DEVELOPMENT	19
8.6	REPORTING.....	19
8.7	WORKFLOW	20
8.8	TESTING	20
8.9	END USER TRAINING	20
8.10	ESCALATION PROCEDURES.....	20

Exhibit A

1 EXECUTIVE SUMMARY

1.1 INTRODUCTION

This document contains the approach and Statement of Work (SOW) for the definition, configuration, and deployment of the software and services for the Finance migration to ONESolution for the County of San Mateo.

1.2 PROJECT OVERVIEW

The scope of this project will include a migration from IFAS 7.7 to SunGard Public Sector's ONESolution Financial software. The scope of the project will be focused on moving existing functions from IFAS 7.7 to ONESolution. No significant efforts will be made for implementing new ONESolution modules and/or functions. If there are any business processes the County uses on IFAS 7.7 which are different in ONESolution then the County will implement these differences as required (i.e. security). This technical upgrade from IFAS 7.7 to ONESolution includes the following areas for the financial modules.

1. A technical upgrade from IFAS 7.7 to ONESolution for all existing financial modules and functions, which include:

- | | |
|--------------------------------|-----------------------------|
| a. General Ledger | o. Standard Reports |
| b. Recurrent Journal Entries | p. ELF Forms |
| c. Job Ledger | q. Dashboard |
| d. Purchase Order | r. Security |
| e. Encumbrances | s. Workflow |
| f. Accounts Payable | t. Currently Used Utilities |
| g. Person Entity (aka vendors) | u. CRON Jobs |
| h. Cash Receipts | v. CDD Report Writer Tool |
| i. Bank Reconciliation | w. Admin Console |
| j. Fixed Assets | x. System Administration |
| k. Grants Management | y. Documents Online |
| l. Work Orders | z. DO Capture |
| m. Existing CDD Reports | aa. IFAS Print Server |
| n. Ad Hoc Reports | bb. SQL Developer |

Exhibit A

2. All existing interfaces. The majority of interfaces will require a standard upgrade and testing by the County. Five of the interfaces will need to be retrofitted by SunGard and are included in the cost. These interfaces are listed in section 2.1.1.
3. Develop solution to replace those currently created by CRON jobs which will no longer be available in ONESolution. There are approximately 22 CRON jobs that meet this criterion. SunGard will be responsible for retrofitting these 22 CRON jobs in ONESolution. These 22 CRON jobs are listed in section 2.1.1.
4. Migrate all existing production data.
5. Move from the UNIX/Oracle database to a Windows SQL Server platform for production and test environments.
6. Mandatory changes in configuration and/or development based on the new ONESolution application architecture include the following areas:
 - a. Rebuilding of user security based on the new role based method in ONESolution. This includes PO and Workflow security. The County will design and test all security roles, and SunGard will be asked to modify and/or build new ones. After going live on ONESolution the County will maintain the security roles or contract with SunGard to create new ones.
 - b. Refinements to existing PO, AP, and other Workflow models that is necessary relating to security changes and/or ONESolution platform changes (if necessary).
 - c. ONESolution Layouts will be used to replace Use-Files or possibly Favorites.
 - d. Some Workflow models or use of the Windows Job Manager may have to be developed for running nightly interfaces, reports and/or CRON jobs that used to be handled via the IFAS Job Scheduler.
 - e. Rewriting of interface formats to comply with new ONESolution standards (if applicable). However, this needs to be done without requiring operating departments to change their interface file formats. For example, a number of departments use the current custom AP interface to import AP files that originate from different systems and/or flat files around the County. 54 hours are included to retrofit five custom interfaces (APOHCSSM, APOHCSCA, GLUTRIJESB, GLUTRIJEGO, GLUTCSIC. Sungard does not believe the file formats for the standard interfaces (APOHUTCB, GLUTRIIJ) will have to change, so updates to the standard interfaces are outside the scope of this SOW.
 - f. Rewriting of CDD reports due to security, SQL Server issues or general platform changes. If embedded Oracle SQL was used in any custom CDD reports, those SQL statements will have to be rewritten using the SQL Server syntax.

Exhibit A

- g. Install and configure Cognos, the future BI tool intended to replace CDD. Then build three to five queries/reports to ensure it is working. Since Ad Hoc reports will eventually not be supported in ONESolution, the focus here should be in that area. Building additional custom reports using Cognos is not in the scope of the project.
- 7. Design and build Desktop tailored to the needs of the Controller's Office and the operating departments. Although this is an exception to the goal of limiting the project to a technical upgrade, it will require very little time from the County and SunGard. If at any time during the project it is taking longer than expected, it will be dropped from the scope of the project.
- 8. Development of performance benchmarks based on actual system performance of the County's current IFAS 7.7 production system. Performance testing will be done in two phases as described below:
 - a. Early benchmark testing to ensure that the new SQL Server platform performs at reasonable levels.
 - b. Repeating of benchmark testing later in the project once other areas have been converted and tested (i.e., during the traditional integration testing phase of a project).
- 9. Integration testing.
- 10. Cutover activities to move from ONESolution Test to ONESolution Production.
- 11. Updating user guides and training materials for any changes in ONESolution processes. This should also include screen prints wherever screens have changed. This includes updating the 7i PowerPoint simulations for self-study IFAS navigation training.
- 12. End user training for areas that have changed. It is assumed that this can be accomplished through a combination of auditorium type classes and self-study type training materials. Formal classroom training will not be necessary.

2 Project Scope

2.1 INTRODUCTION

The following scope outlines the major areas of the project and includes the items for which the County is contracting with SunGard to complete.

2.1.1 Customization and Interface Strategy

Customizations for the purpose of this project are defined as any development that has been done by SunGard and/or the County in the past that is not part of the standard configuration of the IFAS application. It includes the follows types:

- a. Work Flow

Exhibit A

- b. RJE's
- c. ELF
- d. CRON Jobs
- e. Screen Modifications

All interfaces currently working in IFAS 7i production (standard imports/exports and custom interfaces) should work in the ONESolution environment without needing to make modifications except for the following exceptions for which the County is contracting with SunGard to retrofit to ONESolution.

SunGard has included 119 hours in the contract to complete the following related to customizations and interfaces:

- a. SunGard estimates 54 hours to retrofit current County custom Masks APOHCSSM, APOHCSCA, GLUTRIJESB, GLUTRIJEGO, and GLUTCSIC. Hours include creation of specs, coding, delivery, documentation, and testing of interfaces.
- b. SunGard estimates 65 hours to retrofit current County CRON jobs. County has 22 current CRON jobs. Hours include creation of specs, coding, delivery, documentation, and testing.

SunGard has included 100 hours to work with the County to make sure all current Workflow models are adjusted and work in the new ONESolution environment. There are no plans to significantly change these models unless required by the upgrade.

This project includes the following services from SunGard related to Workflow, interfaces and customizations.

	Description	SunGard Estimate
Workflow	Includes refinements to AP, PO, and other models to make sure they align with the new ONESolution version. SunGard will make updates to existing models up to the 100 hours allocated in this SOW.	100 Hours
Custom	Retrofit current County custom Masks APOHCSSM, APOHCSCA, GLUTRIJESB, GLUTRIJEGO, GLUTCSIC.	54 Hours
Interface	Convert current CRON jobs to ONESolution. See list below.	65 Hours

1	"Charge Depts" list deptcodes.sql	Sql/Cron job
2	HSA GL Trans YTD hsagldetail.sql	Sql/Cron job
3	SMMC GL Trans Curr+Prior Month ifasgldetail.sql	Sql/Cron job
4	JLOrg (simple) List joborg.sql	Sql/Cron job

Exhibit A

5	JL Object List jobobject.sql	Sql/Cron job
6	Budget Data for 6600B smmcout.sql	Sql/Cron job
7	GL Objects List globject.sql	Sql/Cron job
8	GL Orgs List glorg.sql	Sql/Cron job
9	JL Orgs List ifasjoborg.sql	Sql/Cron job
10	PE Address List ifaspeaddress.sql	Sql/Cron job
11	PEID List ifaspemaster.sql	Sql/Cron job
12	runsql.cron	CRON
13	runjob.cron	CRON
14	runfile.cron	CRON
15	padfiles.cron	CRON
16	import.cron	CRON
17	download.cron	CRON
18	Budget data for Caduceus budcad.sql	Sql/Cron job
19	Budget data for HSA budhsa.sql	Sql/Cron job
20	GL Orgs for Workday wdglorg.sql	Sql/Cron job
21	JL Orgs for Workday wdjlorg.sql	Sql/Cron job
22	JL Objects for Workday wdjlobj.sql	Sql/Cron job

2.1.2 Reports Strategy

1. New Custom CDD Reports – Unless required by the upgrade to ONESolution, additional custom CDD reports will not be built for the project.
2. Existing Standard Reports (i.e., COBOL non-CDD reports) – No changes are planned here for the project. All standard IFAS 7i reports can be run in ONESolution. Therefore, the County will continue its usage of standard reports.

Exhibit A

3. Existing Custom and Standard CDD Reports – If the County created any custom CDD reports with embedded SQL, then these reports will need rewritten using the SQL Server syntax. Custom CDD reports that utilize PE and AP fields changed as part of the platform, such as “BK Check Status Inquiry” will also need to be rewritten. At this time, it does not appear that this is a significant workload issue for the upgrade project. According to SunGard, all other existing standard and custom CDD reports should work in ONESolution. The County has numerous custom CDD reports that it has built in-house over the years. The project will test the commonly used custom CDD reports in ONESolution to make sure that they work, including for security.
4. Existing Ad Hoc Reports – Starting with ONESolution, SunGard will no longer formally support Ad Hoc reports. Although they indicate that Ad Hoc reports should still run in ONESolution, they will not guarantee the results or support changes to existing reports. Ad Hoc reports can only be run using RXREPR. At this point, the County is assuming that all of the Ad Hoc reports will work and will be replaced by Cognos reports overtime to allow for editing.
5. Existing IFAS Use-Files -Use-files will not be supported in ONESolution. The County is still using some Use-Files. Either ONESolution Layouts or possibly Favorites will be utilized to replace Use-Files.
6. Cognos Reporting Tool -Install and configure Cognos (the future BI tool intended to replace CDD). Then the County will build three to five queries/reports to ensure it is working (and focus on Ad Hoc reports). However, building additional custom reports using Cognos is not in the scope of the project.

This project includes the following services from SunGard related to reporting.

Any custom CDD reports will be adjusted as needed by the County as necessary unless contracted with SunGard to complete

Use-Files	Replace current USE-Files with ONESolution layouts or favorites. SunGard will create the new layouts or favorites and the County will test and confirm the results.	40 Hours
Cognos	1 week onsite training provided by Sungard. Remaining hours can be used for further training or report development up to the 56 hour total	56 Hours
Ad Hoc Report Definitions	3 distance learning sessions on RXREPR Ad Hoc reports	8 Hours

2.1.3 Current Performance Benchmarks

The County is moving from UNIX/Oracle to the new Windows SQL Server platform, performance testing will be conducted by the County to ensure that system performance is reasonable. SunGard will support these efforts and make reasonable efforts to address any performance items the County finds in their

Exhibit A

testing. The County defines reasonableness as system performance that is similar to the current IFAS 7i Production environment

2.1.4 User Security Strategy

SunGard has moved to role-based security in ONESolution. Consequently, this will require some changes to the current configuration of IFAS 7i security. Given the complexity and one-time nature of this activity, the County will be asking SunGard to be responsible for all configuration changes here. However, the County will be responsible for all design changes, testing and assignment of any new or changed security roles to users.

This project includes the following services from SunGard related to security.

User Security Set up	SunGard has included 80 hours to accomplish the Counties required security strategy. This includes creating the roles and consulting on best practice set up. The roles will need to be defined, tested, and supported by the County.	80 Hours
----------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------

2.1.5 SQL Server Migration Strategy

The SQL Server migration strategy is described below:

1. All data that currently resides on IFAS 7i production will be automatically migrated to the new ONESolution SQL Server database. This will be the responsibility of SunGard.
2. County will migrate from the UNIX/Oracle database to SQL Server. This will be a SunGard responsibility, including configuration and running of the necessary scripts to move the Production data to Test.
3. Some data cleanup has to be done prior to the migration that is related to a few changes in table structures. SunGard has scripts that need to be run in the current IFAS 7i Production environment to diagnose where cleanup may be needed. SunGard will be responsible for running the diagnostic scripts and the County is responsible for the resulting data cleanup prior to migration to SQL Server.
4. A separate ONESolution pre-production environment will be created by SunGard. That is, during the ONESolution upgrade project there will be two test (non-production) environments; one for the existing IFAS 7i Test and a new one for ONESolution pre-production. (Associated costs--\$5,000 set up fee and \$3,000 month dual environment fee--are included in a separate contract COSM/6069LG-120141-2)
5. SunGard will complete a second data migration from IFAS 7i production to the ONESolution environment (mock migration). This will take place at some point to be agreed upon by the County and SunGard. This mock migration will bring over current

Exhibit A

data and will imitate the eventual final go live. This acts as a test of the go live process. After this mock migration the County will go through another round of testing.

6. Knowledge transfer will also be in scope of the project to ensure that the County understands how to maintain the new SQL Server environment. This also includes how print services will work (i.e., replacing the current IFAS print server with the new printing methods via SQL Server).
7. At the end of the project, the ONESolution pre-production SQL Server environment will be converted to the ONESolution Production environment by re-rolling the production data from IFAS 7i Production.
8. Either during the cutover weekend or shortly thereafter, SunGard ASP will create a new ONESolution Test environment. For at least three months after the go-live date, the County should also have access to the old IFAS 7i Production environment.

This project includes the following services from SunGard related to UNIX to SQL Conversion.

Unix to SQL	Installation & Initial Data Migration- Milestone 1	116 Hours + \$1,400
Unix to SQL	Mock Roll of Data & and Final Mock Run- Milestone 4	40 Hours
Unix to SQL	Final Roll of Data & Go Live- Milestone 5	40 Hours
Unix to SQL	Test Account Creation- Milestone 6	24 Hours
Unix to SQL	Weekend Uplift for Production – Fixed- Milestone 5	\$1750.00

2.1.6 Project Management, Consulting and Training Services

1. SunGard will provide Remote Project Management services which are outlined in the roles and responsibility section of this SOW.
2. SunGard will conduct remote distance learning sessions to cover the functional overviews of the new ONESolution software. The intent is to review the changes and differences for the modules the County currently uses on IFAS 7i. These modules and processes were outlined in the overview section 1.
3. Business Process review – This includes onsite review of current processes and recommendations for improvements. A senior consultant will be onsite to conduct interviews and a review of current processes. A report will be completed detailing the findings and recommendations for improvement.
4. 80 hours for post implementing business process recommendations as desired

Exhibit A

This project includes the following services from SunGard:

ONESolution Overviews	Overview Review and Training of changes and new available functionality- Milestone 3	90 Hours
Project Management	Part-time SunGard remote Project Manager billed at \$160 per hour.	156 Hours
BPR	Onsite review of current processes and recommendations for improvements. A report will be completed detailing the findings and recommendations for the county. - Milestone 2	40 Hours
Post BPR	Hours set aside to implement recommendations as needed which come out of the Business Process Review. This includes, consulting, training, development as needed and requested by the County.	80 Hours

3 Project Organization and Staffing Plan

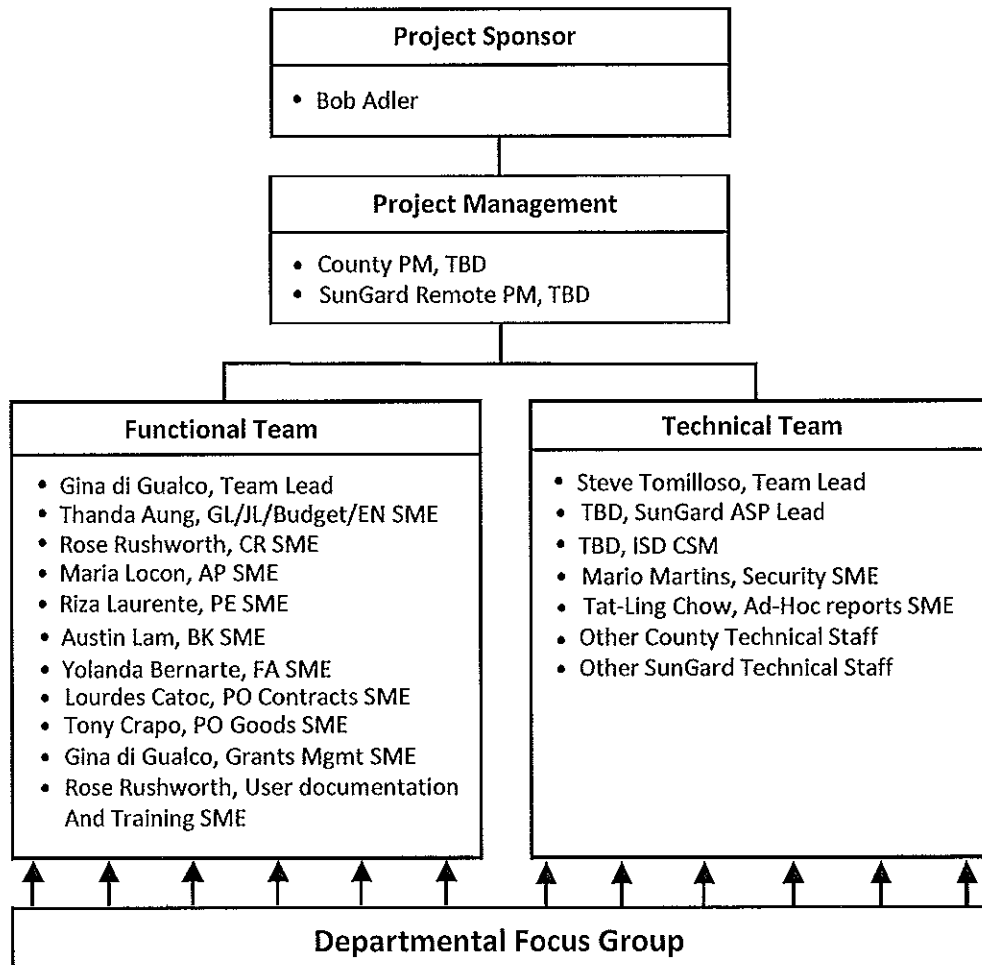
In this section, the project organization, staffing plan and roles and responsibilities are defined. Since all of the County project team members will be part-time on this project, an effort has also been made to clearly define what is expected of them and how much time will be necessary.

Human capital on projects is the single most important factor in achieving success. Accordingly, significant time and consideration has been invested by the County in determining how to best staff the project with County personnel. For the most part, County personnel will participate in the project as a functional team lead, a technical team lead, a subject matter expert (SME) or as a focus group member. Each of these roles is discussed in the remainder of this section.

Exhibit A

3.1 Project Organization Chart

The ONESolution project organization chart is shown below. It is a mixture of County and SunGard resources.



(continued on the next page)

Exhibit A

3.2 Roles and Responsibilities

The roles and responsibilities for each project position are as follows:

3.2.1 Project Sponsor – Roles and responsibilities include:

1. Overall ownership of the ONESolution project.
2. Executive leadership for promoting the goals of the project and assisting with change management efforts. This includes promoting changing County business practices where such changes would optimize the use of the new ONESolution system and benefit the business processes.
3. Ensure County resource levels remain adequate during the project.
4. Approve all major policy changes as a result of the ONESolution implementation.
5. Resolve major project issues not addressed in a timely manner by the core project team.
6. Approve project budget, scope and/or contract changes.
7. Review and approve all deliverables. At the discretion of the Project Sponsor, he may delegate the review of all or specific deliverables to the County Team Leads.
8. Attend the biweekly Sponsor status meeting.

3.2.2 Project Manager – Roles and responsibilities include:

1. Provide day-to-day project management.
2. Act as the lead business architect to ensure that all business process designs are optimal and adhere to reasonable internal controls.
3. Manage the scope of services and coordination of all vendors.
4. Ensure that the County's responsibilities of the project are satisfactorily met.
5. Review and approve all project deliverables.
6. Monitor the project plan and schedule and make course corrections as necessary.
7. Manage issues and ensure that resolutions are finalized in a timely manner.
8. Enforce project scope from start to finish.
9. Ensure change management, training and communication are effective (and adjusted accordingly if goals are not met).
10. Proactively manage risk.

Exhibit A

11. Review and approve staffing changes.
12. Foster a learning environment.
13. Re-direct resources as capabilities and/or needs change.
14. Track and communicate project budget/costs.
15. Identify data integration requirements to support required functionality with other systems.
16. Prepare project status reports.
17. Facilitate project status meetings.
18. Assist with the training of ONESolution end users.

3.2.3 Functional Team Lead – Roles and responsibilities include:

1. Participate in key project work sessions.
2. Participate in all functional DL sessions.
3. Work with SunGard and SMEs to configure the ONESolution system optimally for any new and/or changed areas.
4. Ensure that the final configuration of ONESolution maintains adequate internal controls.
5. Assist with completing certain project deliverables.
6. Assist with resolving project issues.
7. Oversee all forms of system testing.
8. Approve all contract invoices for payment.
9. Review all project deliverables.
10. Attend project status meetings.

3.2.4 Technical Team Lead – Roles and responsibilities include:

1. Participate in key project work sessions.
2. Participate in all technical DL sessions.
3. Lead the redesign efforts for security.
4. Lead all changes in reporting, including Cognos.
5. Coordinate completion of all technical tasks with the ASP.

Exhibit A

6. Coordinate technical tasks assigned to ISD (if any).
7. Oversee the SQL Server data migration.
8. Assist with completing certain project deliverables.
9. Assist with resolving project issues.
10. Review all project deliverables.
11. Attend project status meetings.

3.2.5 Subject Matter Experts (SME) – Roles and responsibilities include:

1. As requested, attend project work sessions.
2. As requested, participate in DL sessions.
3. Complete detailed tasks assigned to your area of expertise.
4. Assist with integration testing for your area of expertise.
5. As requested, serve as an instructor or a rover for training classes to operating department on the changes in ONESolution and the related procedures where applicable.
6. For the training SME only, update the existing user guides and training materials for changes in ONESolution.
7. For the training SME only, serve as the primary instructor for end user training.

3.2.6 Department Focus Groups – Roles and responsibilities include:

1. Represent the County as an enterprise.
2. Meet two or three times during the project in a work session format to provide feedback on any significant changes resulting from ONESolution and/or to receive an overall update of the project and impacts to operating departments.
3. Provide feedback for the draft end user training plan.
4. Participate in integration testing in selective areas (only a few members will be need here).

Exhibit A

3.2.7 SunGard – Roles and responsibilities include:

1. Provide remote project management assistance, including the assignment of consulting resources, attending weekly project status meeting, coordination of resolving cases and escalation of issues internally.
2. Provide ASP services for the ONESolution Test and Production environments.
3. Complete deliverables as defined in the agreement.
4. Provide the needed functional and technical DL sessions to support the deliverable responsibilities of SunGard as defined in the agreement.
5. Resolve ONESolution issues relating to performance benchmark testing of the system.
6. Resolve ONESolution software bugs.

4 Timeline

SunGard is proposing a 6-9 month project timeline for a project of this size and scope. Below are high level timeline/milestones. The timeframes are estimates only.

September 2014	Project kickoff, planning, and resource scheduling
October-Nov 2014	ONESolution install and Business Process Review
Nov – Dec 2014	ONESolution overview training, configuration, Security and initial round of testing. Includes interface, custom and Workflow changes.
Jan – Feb 2015	Mock migration
Feb – Mar 2015	Final configuration, performance testing and pre-go live testing
April 2015	Go Live

5 Payment Terms

Payment terms are as provided under Exhibit B to the Agreement.

The following tasks will be invoiced upon completion and acceptance (not to be unreasonably withheld).

Milestone 1	Installation & Initial Data Migration; Includes COGNOS install- To be billed after the system handoff call between COSM and the Install team.	Sept – Oct 2014	\$21,700
Milestone 2	Business Process Review- To be billed when BPR findings and recommendation document is delivered to COSM.	Sept – Oct 2014	\$9,000
Milestone 3	ONESolution Overviews completed- To be billed once all existing modules and security overviews are complete.	Oct – Nov 2014	\$14,400

Exhibit A

Milestone 4	Mock Roll of Data & and Final Mock Run. To be billed after system handoff between COSM and the Install team.	Jan – Feb 2015	\$7,000
Milestone 5	Final Roll of Data & Go Live and weekend uplift- To be billed after system handoff between COSM and the Install team.	Mar – Apr 2015	\$8,750
Milestone 6	Test Account Creation- To be billed after system handoff between COSM and the Install team.	Apr – May 2015	\$4,200

The following will be billed as the services are delivered and accepted (not to be unreasonably withheld):

Project Management	SunGard Remote Project Management	156 hours	\$24,960
Post BPR services	Hours set aside to implement recommendations as needed which come out of the Business Process Review. This includes, consulting, training, development as needed and requested by the County.	80 Hours	\$12,800
Building user security roles	SunGard has included 80 hours to accomplish the County's required security strategy. This includes creating the roles and assigning users to these roles. The roles will need to be defined, tested, and supported by the County.	80 Hours	\$12,800
Custom Development	Convert custom masks to ONESolution -APOHCSSM, APOHCSCA, GLUTRIJESB, GLUTRIJEGO, GLUTSCIC - estimate	54 Hours	\$10,800
Interface Development	Retrofit 22CRON jobs in ONESolution;-- estimate	65 Hours	\$13,000
Workflow	Includes refinements to workflow models outlined in section 2.1.1 to make sure they align with the new ONESolution version.	100 Hours	\$20,000
Use-Files	Replace Use-Files with ONESolution layouts or favorites. SunGard will create the new layouts or favorites and the county will test and confirm the results.	40 Hours	\$6,400
Cognos	1 week onsite training provided by Sungard. Remaining hours can be used for further training or report development up to the 56 hour total	56 hours	\$12,600
Ad Hoc	3 distance learning sessions on RXREPR Ad Hoc reports	8 hours	\$1,280

Exhibit A

6 Assumptions

It is assumed that:

1. County will make resources available to assist with preliminary data validation during the initial Installation and Initial Data Migration and subsequent Mock Migration of Data.
2. County will lead in data validation
3. Staff with the appropriate skills and experience will be furnished by SunGard Public Sector for each Consulting Session or other review activities, whether onsite or conducted remotely.
4. The County will provide an adequate workspace for each onsite SunGard Public Sector consultant, with access to a desktop workstation, network, telephone and close proximity to the County Project Team. Adequate breakout and conference space will also be provided.
5. When SunGard Public Sector is onsite, the County Project Team should ideally be located near the SunGard Public Sector project members to facilitate good communication and coordination amongst the team members.
6. Adequate training space will be provided by the County for training throughout the project. The training room will consist of at least six (6) fully functioning networked computers, meeting at least the County's minimum of hardware standards.
7. All software failures, or data issues found—whether by SunGard Public Sector or the County will be logged into the Issues Log
8. The County will make the County's Project Team members available for meetings, consulting and training sessions, discussions and conference calls upon request by SunGard Public Sector. County Project Team members will respond to information requests by SunGard Public Sector staff not to exceed five (5) Business Days unless agreed upon in time to minimize delays in the project.
9. Whenever possible, County and SunGard Public Sector may consider alternative meeting options such as WebEx, Video Conferencing, Remote Desktop and Conference Calls. Making use of this technology will help in reducing travel and expense costs.

7 Change Requests and Changes to this Statement of Work

Either party may request changes to this SOW that will change the project scope. Such a request is honored by the parties only if it becomes a formal Change Order.

The change control procedure is as follows:

Exhibit A

Either SunGard or the County management may propose a change by submittal of a Change Request to the other party. The other party has five (5) business days (or as mutually agreed upon) to determine whether it agrees to the Change Request. If both parties agree to the Change Request, the change will become a Change Order documented and signed by both parties. If agreement to pursue a Change Order does not occur in five (5) business days of the initiation of the Change Request (or as mutually agreed upon), it is assumed that the Change Request has been rejected.

8 Scope Clarification & Miscellaneous Items

8.1 ONESolution Training

ONESolution Module overview training will be provided for all modules the County currently deploys. This training can be conducted onsite or remote based on the County's needs (standard is remote). The County has allocated 90 hours for overviews of current modules. The county has also been allocated 80 hours for follow up to BPR recommendations should they need assistance implementing any of the features. If San Mateo feels as though the users need more training, a Change Request must be signed allocating more hours to training.

8.2 Project Management

SunGard will provide remote project management services. Should the project not be completed with the hours allocated to remote PM, the County can contract for more RPM services at the remote PM rate of \$160 per hour.

8.3 Business Process Review (BPR)

The BPR consists of :

- Approximately 3 days on site to review current processes
- Approximately 1.5 days for writing up review and recommendations
- Approximately .5 day for reviewing with the County and answering questions

8.4 Installation Services

ONESolution Installation will be performed remotely. The County is required to scrub their production data when moving from 7.7 to ONESolution prior to installation. ASP will run the scripts and the County will be required to update the data.

8.5 Customization and Interface Development

119 hours of development is included to be completed remotely. If additional development is needed beyond the 119 hours provided, the County will be responsible for creating or a Change Request allocating more hours to SunGard Development must be signed.

8.6 Reporting

Standard Reports will be provided. If additional reports are needed, the County will be responsible for creating or a Change Request allocating more hours to SunGard CDD Development must be signed.

Exhibit A

8.7 Workflow

100 hours of Workflow Model development and assistance will be provided onsite or remote as requested to be allocated throughout the implementation. If additional Workflow models are needed beyond the 100 hours provided, the County will be responsible for creating or a Change Request allocating more hours to SunGard Workflow Development must be signed.

8.8 Testing

The County will test all components of the Software as configured, as well as the reports, data migration prior to go live. County will confirm test results by signing SunGard's go live readiness assessment prior to going live. This certifies that the County agrees that the software is "go live" ready.

8.9 End User Training

This project will use a Train-the-Trainer approach whereby SunGard will train key County staff and those staff will train the end users.

8.10 Escalation Procedures

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

All communication regarding the project should be directed to SunGard's Project Manager and the County's Project Manager in order to maintain consistent communication between the parties. Scheduled weekly calls will be maintained between the Remote Project Manager and the County's Project Team (including the County's Project Manager).

All issues or concerns will be discussed actively and openly between SunGard's Project Manager and the County's Project Manager.

If issues begin to interfere with the progression of the implementation project, the County and/or SunGard should escalate challenges to SunGard management in the sequence below, as needed:

Michele Leaf – Manager Professional Services	530.879.2726	Michele.leaf@sungardps.com
Paul Tovey—Director of Consulting	530.879.5139	paul.tovey@sungardps.com
Raymond Perkey—V.P. Client Services	407.304.3026	raymond.perkey@sungardps.com
Mike Borman – CEO		Mike.borman@sungardps.com

Escalation to COUNTY management Team should be as follows:

Gina di Gualco, Financial Services Manager II	650.363.4637	gdigualco@smcgov.org
Juan Raigoza, Assistant Controller	650.363.4853	jraigoza@smcgov.org
Bob Adler, Controller	650.363.4891	badler@smcgov.org

EXHIBIT B – PAYMENTS AND RATES
AGREEMENT BETWEEN COUNTY OF SAN MATEO
AND SUNGARD PUBLIC SECTOR INC.

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-130744

1. Term: Begins September 10, 2014 and expires August 31, 2015.

2. Application Groups: Professional and other services

Milestone 1	Installation & Initial Data Migration (includes install of COGNOS)	\$21,700
Milestone 2	Business Process Review	\$9,000
Milestone 3	ONESolution Overviews completed	\$14,400
Milestone 4	Mock Roll of Data & and Final Mock Run	\$7,000
Milestone 5	Final Roll of Data & Go Live and weekend uplift	\$8,750
Milestone 6	Test Account Creation	\$4,200
Project Management	Contractor Remote Project Management	\$24,960
Post BPR services	Hours set aside to implement recommendations as needed which come out of the Business Process Review. This includes, consulting, training, development as needed and requested by the County.	\$12,800
Building user security roles	Contractor has included 80 hours to accomplish the County's required security strategy. This includes creating the roles and assigning users to these roles. The roles will need to be defined, tested, and supported by the County.	\$12,800
Custom Development	Convert custom masks to ONESolution -APOHCSSM, APOHCSCA, GLUTRIJESB, GLUTRIJEGO, GLUTSCIC – estimate	\$10,800
Interface Development	Retrofit 22 CRON jobs in ONESolution – estimate	\$13,000
Workflow	Includes refinements to AP and PO models to make sure they align with the new ONESolution version.	\$20,000
Use-Files	Replace Use-Files with ONESolution layouts or favorites. Contractor will create the new layouts or favorites and the county will test and confirm the results.	\$6,400
Cognos	1 week onsite training provided by Sungard.	\$12,600
Ad Hoc training	8 hours distance learning on Ad Hoc Report Definitions	\$1,280
Travel Expenses	Estimated Travel Expenses - Travel expenses include: transportation expenses, lodging, and meals necessary during periods of required travel for onsite visits to County facilities. The parties agree that this amount for Travel expenses may be increased by the parties, through a mutually agreed upon amendment to this Agreement, if the Scope of Services is expanded.	\$18,000
Total		\$197,690

(a) Payment terms for the above shall be as follows:

Milestones: Billed upon completion and acceptance (not to be unreasonably withheld) of milestone in accordance with the provisions for Acceptance as provided under Section 2(b) of this Agreement.

Other Services: Billed as services are delivered and accepted (not to be unreasonably withheld) by County in accordance with the provisions for Acceptance as provided under Section 2(b) of this Agreement.

Travel Expenses: Billed as incurred.