

**FIFTH AMENDMENT TO  
FINANCIAL MANAGEMENT SYSTEMS AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND SUNGARD PUBLIC SECTOR INC.**

THIS FIFTH AMENDMENT TO AGREEMENT, is entered into this \_\_\_\_ day of \_\_\_\_\_ 2009, 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 County entered into a Financial Management Systems Agreement ("Contract") with Contractor, as successor in interest to SunGard Bi-Tech LLC, which was formerly known as BI-TECH Software, Inc., on July 30, 1994, for the purchase and implementation of proprietary financial accounting software, known now as Integrated Financial & Administrative Solution (IFAS);

**WHEREAS**, SunGard Bi-Tech is now known as SunGard Public Sector Inc.;

**WHEREAS**, the parties have amended this Contract in relevant part as follows: the Second Amendment (Resolution 067024), dated November 9, 2004, provided for an upgrade to IFAS, extended the term of the Contract to December 31, 2005, and allowed the County to extend and enhance the useful life of IFAS, providing a more user-friendly interface and saving the County tens of millions of dollars in replacing IFAS with an alternative enterprise resource planning system; the Third Amendment (Resolution 068143) was a change order and extended the term of the Agreement to June 30, 2007; and the Fourth Amendment (Resolution 069075) extended the term of the agreement to June 20, 2008, and provided for the implementation of the Documents Online modules and an Automated Clearing House function in IFAS;

**WHEREAS**, the specified services under the amended contract have not been fully performed;

**WHEREAS**, the parties to this contract seek to expand the scope of work to include the implementation of a Grants Module and a Contracts Module;

**WHEREAS**, the County represents, out of the contract amount of \$427,136, approximately \$74,402 remains unspent, and these remaining funds are sufficient to provide for the remaining services as well as the Grants and Contracts Modules;

**WHEREAS**, the extension of the term of this contract to June 30, 2012, will allow the Contractor to complete the services, as amended, under this contract;

**WHEREAS**, the parties also entered into an Agreement on March, 31, 2009, for the provision on Application Service Provider (ASP) services for Integrated Financial and Administrative Solution (IFAS) (the "ASP Agreement");

**WHEREAS**, the parties wish to include Contractor's Contracts Management and Grants Management software application modules as part of the System accessed by the County under the ASP Agreement.

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

1. The first sentence of the paragraph titled "Contract Term (Date for Completion of Services)" of Section 2.4.1 in the Second Amendment to this Contract—as subsequently modified by Change Order No. 1/1400005R67024B on June 20, 2006, and thereafter amended by the Fourth Amendment to the Contract on October 12, 2007—is amended and restated in its entirety to read as follows:

Without affecting the perpetuity of the Software licenses granted herein (which perpetual term is, at all times, subject to termination based on the terms and conditions of this Agreement), the date for completion of services set forth in the Statement of Work is June 30, 2012.

2. The parties hereby agree to increase the scope of work under this amended Contract as follows:

To provide for the license and implementation services of the Contracts Management and Grants Management Modules to County's Integrated Financial and Administrative Solution System, Contractor shall provide the license, annual support and professional services as detailed in Exhibit A, "License, Fees, and Payment re Contracts Management and Grants Management Modules," a copy of which is attached to this Fifth Amendment and is incorporated in full by this reference, for a price not to exceed \$46,208, plus reasonable travel and living expenses which are estimated at \$6,000, except as may otherwise be provided in Exhibit A. The total contract amount of \$427,136 shall remain the same provided that the funds currently remaining in this contract shall be used to pay for the Grants and Contracts Modules.

3. The parties hereby agree to include Contractor's Contracts Management and Grants Management software modules amongst the software applications accessed by the County as part of the System under the ASP Agreement.
4. All other terms and conditions of the parties' Contract dated June 1994 (and executed on July 25, 1994, and July 30, 1994), as thereafter amended, and also of the ASP Agreement between the County and Contractor, shall remain in full force and effect.
5. This Fifth Amendment, including any exhibits attached hereto and incorporated herein by reference, constitutes the entire understanding of the parties hereto with respect to the Fifth Amendment of the parties' Agreement dated June 1994 (and executed on July 25, 1994, and July 30, 1994) and correctly states the rights, duties, and obligations of each

party as of this document's date. Any understandings, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall not be effective unless set forth in a writing executed by both parties.

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

COUNTY OF SAN MATEO

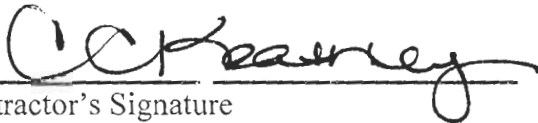
By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

SunGard Public Sector Inc.

  
Contractor's Signature

Date: 5/7/09

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**LICENSE, FEES, AND PAYMENT RE CONTRACTS MANAGEMENT AND GRANTS  
MANAGEMENT MODULES**

**I. License**

This Fifth Amendment to the Financial Management Systems Agreement dated July 30, 1994, is by and between SunGard Public Sector Inc., hereinafter referred to as SunGard Public Sector, and County of San Mateo, hereinafter referred to as Customer, for a non-transferable, non-exclusive, limited scope, term license to use SunGard Public Sector's proprietary software module(s) listed below.

The Customer is hereby granted the right to use the module(s) licensed herein, in conjunction with SunGard Public Sector's proprietary application software previously licensed from SunGard Public Sector, collectively referred to as Software. Customer's Software use is limited by the number of Concurrent Users named in the original Software License and Support Agreement ("Agreement"), as it may have been amended, between SunGard Public Sector and Customer.

The term of the license granted by this Amendment shall continue in perpetuity; however, SunGard Public Sector's obligation with respect to warranties and indemnities shall cease to apply if Annual Support is terminated. SunGard Public Sector shall have no liability with respect to Customer's use of the Software or services after Annual Support is terminated. Customer agrees that the Terms and Conditions stated in the original Agreement are applicable to the Software licensed in this Amendment. If any terms of this Amendment conflict with terms of the original Agreement, the terms herein shall take precedence in relation to the subject matter of this Amendment. No title to or ownership of the Software or any of its parts is hereby transferred to the Customer, and the Customer's right to use the Software shall at all times be subject to the restrictions set forth in the above mentioned Agreement and this Amendment. The license granted hereby does not include licensing for any third party product unless expressly stated herein.

**II. License Fee, Annual Support and Professional Services:**

<b>IFAS Product Quote</b>	<b>License</b>	<b>First Year Support</b>	<b>Hours</b>	<b>Rate</b>	<b>Professional Services</b>	<b>Total Price</b>
Contract Management	19,580	3,524			-	23,104
- Consulting			18	185	3,330	3,330
- Training			9	160	1,440	1,440
Grants Management	19,580	3,524			-	23,104
- Consulting			35	185	6,475	6,475
- Training			9	160	1,440	1,440
Installation			20	185	3,700	3,700
Remote Project Manager - Installed Clients			Fixed	N/A	2,458	2,458
<b>Totals</b>	<b>\$39,160</b>	<b>\$7,048</b>			<b>\$18,843</b>	<b>\$65,051</b>

Applicable taxes are not included in the above fees and if applicable will be added to the amount in the payment invoice.

EXHIBIT A

To the Fifth Amendment to Financial Management Systems Agreement

If services beyond those included above are needed, they shall be offered at SunGard Public Sector's then current service rates. Travel and living expenses are in addition to the above fees and will be billed as incurred. However, this Fifth Amendment is governed by the Agreement's maximum fiscal obligation, and no fees shall be paid above that amount without authorization by Customer and amendment of the Agreement.

Software License Fees and first Year Annual Support Fees are due upon execution, and subsequent renewals will be prorated to run concurrently with the existing support schedule. The annual Software Support period commences upon execution. Annual Support in future years shall be increased annually by the change in the Consumer Price Index (CPI) from the previous year, plus 2%.

For any services provided by SunGard Public Sector at a Customer location or any other location requested by Customer other than one of SunGard Public Sector's locations, Customer shall reimburse SunGard Public Sector for reasonable travel (including travel from origination points other than SunGard Public Sector's headquarters location), lodging, meal and related expenses incurred by SunGard Public Sector personnel in providing such services subject to the Agreement's maximum fiscal obligation. Airfares shall be coach or economy. Meal reimbursement for consulting or training or travel days will be at the per diem rate for Customer's area as set by the IRS. Ground transportation may include rental cars (intermediate or economy), bus, taxi/shuttle (including tips) and/or personal car mileage (at current IRS rate). Lodging arrangements will be made with safety, cost, proximity to Customer, and reputation of the facility in mind. Items of a personal nature will not be charged to Customer. SunGard Public Sector estimates the total costs for travel, meals, and lodging to be \$6,000. If actual costs are going to exceed \$6,000, SunGard Public Sector and Customer will execute an additional amendment to the agreement.

Customer will be provided with a copy of the Traveler's expense report; however, copies of receipts will not be provided without an additional charge of \$0.10/page.

Customer shall also reimburse SunGard Public Sector for freight costs (including in-transit insurance, if necessary) associated with the delivery of Software, hardware and/or third party software.

The date of delivery is the date on which SunGard Public Sector delivers, F.O.B. SunGard Public Sector's place of shipment, the software Licensed Program(s) to Customer.

The SunGard Public Sector application software warranty shall be for a period of one (1) year after Delivery. There is no Testing and Acceptance period on the software Licensed Program(s) herein.

Concurrent Users to date: 110

**III. Payment**

**Due Upon Execution of Addendum:**

Software License Fees	39,160
First Year Annual Support	7,048
<b>Total</b>	<b>\$46,208</b>

**To Be Billed As Incurred:**

Professional Services	18,843
Less Prepaid Professional Service Fees*	-18,843
<b>Total</b>	<b>\$0</b>

EXHIBIT A

To the Fifth Amendment to Financial Management Systems Agreement

\*The Prepaid Professional Services amount listed above will be applied to the services delivered under this Addendum unless less those Prepaid Professional Services are no longer available because they have been used for other services delivered by SunGard. In that case, Customer will be billed for the services delivered at the rates shown in section II of this Addendum.

The pricing, terms and conditions in this Exhibit A will be honored provided the Fifth Amendment is fully executed by June 12, 2009.