



RESOLUTION No. 14-451

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AMENDMENT TO THE AGREEMENT WITH SUNGARD PUBLIC SECTOR, INC. FOR SOFTWARE LICENSE, SUPPORT AND MAINTENANCE, AUTHORIZING THE PURCHASE OF TWO CAPITAL ASSETS, AND DIRECTING THE AUDITOR-CONTROLLER TO RELEASE FUNDS FROM THE GENERAL FUND ASSIGNMENT FOR INFORMATION SYSTEMS INFRASTRUCTURE AND TO AMEND THE FISCAL YEAR 2014-15 INFORMATION SYSTEMS BUDGET FOR A PROJECT TO UPGRADE THE COUNTY'S FINANCIAL SOFTWARE AND ASSOCIATED INFRASTRUCTURE

WHEREAS, the Chief Information Officer has recommended, and the Information System Steering Board has approved, a project to upgrade the Finance Plus software suite and the virtual server cluster in the County's central data center, and to replace the central data storage network; and

WHEREAS, there are funds available in the Information Systems Infrastructure Assignment of the General Fund that have been set aside for such technology improvements.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Supervisors:

1. Approves and authorizes the Chairman of the Board to execute an Amendment to the Agreement for Software License and Support and Maintenance Services with Sungard Public Sector, Inc. providing for an upgrade to the FinancePlus software suite and the cash receipts module of the CommunityPlus software suite, for a total cost not to exceed \$87,470, including a contingency of \$4,997 for possible unanticipated services that may be required in the implementation of the upgrade.
2. Authorizes purchase of the following capital assets:
 - 2 – Dell R815 Servers \$21,707
 - Storage Network \$166,000
3. Directs the Auditor-Controller to reduce the Information Technology Assignment of the General Fund by \$286,313 (4/5 vote required) and amend the Fiscal Year 2014-15 Information Systems budget as follows:

Increase:			
0101-11007-531-8000	540425	Computer Software (capital)	\$77,870
0101-11007-531-5000	521470	Computer Software	\$11,136
0101-11007-531-8000	521520	Professional Services	\$9,600
0101-11007-531-5000	540420	Computer Hardware (capital)	\$187,707
			<u>\$286,313</u>

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 16th day of September, 2014, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Terry Lamphier, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

DONNA LANDI
Clerk of the Board of Supervisors

By: Donna Landi

Nathan H. Beason, Chair

09/16/2014 cc: IGS*
AC*
SunGard

SUNGARD® PUBLIC SECTOR

**Amendment
to the
Agreement for Software License, Sale and Install of Equipment and Support and Maintenance
Services Agreement**

This Amendment (Amendment) to the Agreement for Software License, Sale and Install of Equipment and Support and Maintenance Services Agreement Dated July 23, 2002 (Agreement), between **SunGard Public Sector Inc. (SunGard Public Sector)**, 1000 Business Center Drive, Lake Mary, Florida 32746, and Nevada County, CA (**Customer**), is effective when signed by an authorized representative of both parties.

WHEREAS, Customer has licensed certain FinancePLUS software applications under the Agreement; and

WHEREAS, Customer wishes to purchase certain services and licensed applications as necessary to upgrade to use the new FinancePLUS 5.0 versions on a new Windows/SQL server to be provided by the County; and

WHEREAS, the Agreement provides that it cannot be changed without the written agreement of SunGard Public Sector and Customer; and

NOW THEREFORE, in consideration of the mutual obligation, promises and covenants set forth in this Amendment, the parties hereto agree as follows:

1. The parties hereby agree to add the following additional software implementation services under the Agreement:

	<u>Services*</u>
Training – FinancePLUS	\$5,760
Training – CommunityPLUS	\$1,280
Training – Workflow add on	\$2,560
Conversion -	\$9,600
Custom PLUS enabling -	\$9,628
Retrofit customs not currently on maintenance -	\$15,300
Installation – includes upgrade and Workflow add on -	\$16,625
OPTIO transfer fee -	\$ 250
Project Management -	<u>\$12,000</u>
Total:	\$73,003.

* The above services will be remotely provided by SunGard Public Sector to Customer

The above services are more fully described under EXHIBIT A – Scope of Services.

Training fees are due on invoice, as incurred.

Conversion fees are due upon execution of this Amendment by both parties.

Excepting only for Training and Conversion fees which are due as noted above, fees for all other services hereunder are due upon Acceptance in accordance with the following procedure:

Acceptance - SunGard Public Sector and Customer agree to Acceptance provisions as provided in this section 2(b). "Acceptance" means completion of the following procedure: Upon completion of the services as provided in Exhibit A hereunder, Customer shall have sixty (60) days to confirm that services have been delivered in accordance with Exhibit A – Scope of Services. Customer shall be deemed to have accepted the services sixty (60) days after completion of the services in accordance with Exhibit A unless, during that period, Customer can demonstrate that the services were not in conformance with Exhibit A, by the end of that sixty (60) day period, Customer gives written notice of non-acceptance to SunGard Public Sector describing the defective services in reasonable detail. If Customer gives a notice of non-acceptance to SunGard Public Sector, then SunGard Public Sector shall investigate the reported failure. Customer shall provide to SunGard Public Sector reasonably detailed documentation and explanation, together with underlying data, to substantiate the failure and to assist SunGard Public Sector in its efforts to understand and if necessary correct the failure. If there was no material failure to perform or the failure to perform was not attributable to a defect in SunGard Public Sector's services or an act or omission of SunGard Public Sector, then SunGard Public Sector shall give written notice to Customer explaining its determination in reasonable detail, and Customer shall be deemed to have accepted the services as of the date of SunGard Public Sector's notice. If, within such period, SunGard Public Sector does correct the failure, then SunGard Public Sector shall give written notice to Customer 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.

Travel and living expenses are in addition to the prices quoted above and shall will be governed by the SunGard Public Sector Travel Expense Guidelines attached hereto as EXHIBIT B and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice.

Pricing for professional services is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Amendment. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided, subject to separate amendment(s) signed by both parties at that time, on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current rates for the services at issue, or as may otherwise be agreed by the parties at that time. Prior to performing any services that would cause the total fees for software implementation services to exceed the estimate contained herein, SunGard Public Sector shall provide Customer with an estimate of such additional fees and shall secure written approval of Customer to proceed which shall be provided in the form of an amendment. Under no circumstances shall the total amount paid under the Agreement for software implementation services exceed \$78,000 without a fully executed amendment to the Agreement.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

2. The parties hereby agree to add the following additional software applications under the Agreement:

	License Fees	Maintenance Year 2
Workflow add on GFPWKF (SunGard Application) License fee, includes yr 1 maintenance	\$ 6,050.00	
Workflow add on GFPWKF (SunGard Application) Year 2 maintenance		\$ 1,050.00
Optio DCS to ECI (Third Party Product) License fee, includes year 1 maintenance	\$ 3,420.00	
Optio DCS to ECI (Third Party Product) Year 2 Maintenance		\$ 550.00
Total:	\$ 9,470.00	\$ 1,600.00

Notes:

- 1 SQL database and 2 application servers are required for 75 users.

All License fees indicated above are due upon execution of this Amendment by both parties.

SunGard Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Maintenance fees shown for the second annual term of support for which SunGard Public Sector is committed and shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time SunGard Public Sector receives written notice from the Customer thirty (30) days prior to the expiration of the then current term, or upon completion of the fifth annual term, whichever is earlier. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s). Subsequent terms invoiced by SunGard Public Sector will renew automatically until such time SunGard Public Sector receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. Third Party Product maintenance fees shown for the second annual term of support shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate.

The additional software applications are provided in and may be used in machine-readable object code form only.

Date of delivery is the date on which SunGard delivers, F.O.B. SunGard Public Sector's place of shipment, the additional software applications to Customer.

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

Grant of Third Party Licenses: Where applicable, SunGard Public Sector grants to Customer a personal, non-transferable, non-exclusive, limited-scope sublicense to use, in accordance with the license, use and confidentiality restrictions and other provisions of this Amendment, the third party software products set forth in this section (“Third Party Products”) subject to the following additional conditions: (i) the Third Party Products shall be used only in conjunction with any permissible use of SunGard Public Sector’s software application(s) specifically authorized hereunder, and (ii) the Third Party Products shall be used only in accordance with the Third Party Products documentation.

Third Party Products: During the term of the Agreement, SunGard Public Sector shall use reasonable efforts to provide Customer the benefit of all indemnities and warranties granted to SunGard Public Sector by the licensor(s) of the Third Party Products, to the extent possible without additional cost to SunGard Public Sector, as and if permitted by SunGard Public Sector’s agreement with the licensor of the Third Party Products, and to the extent such warranties and indemnities pertain to Customer’s use of the Third Party Products hereunder. In the event of any defect in any Third Party Products supplied by SunGard Public Sector, SunGard Public Sector will use commercially reasonable efforts to replace or correct the Third Party Products without charge, unless it has been damaged or corrupted after supply by SunGard Public Sector (including, but not limited to, damage caused by incorrect use, incorrect voltage or attempts to modify the SunGard applications and/or the Third Party Products). If such damage or corruption has occurred after supply by SunGard Public Sector, SunGard Public Sector reserves the right to refuse to replace or correct the Third Party Products or to impose charges for so doing. Provided that SunGard Public Sector complies with this provision, it shall face no further liability with respect to any defect in any Third Party Products.

3. Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately.

4. SunGard Public Sector will obtain insurance in accordance with EXHIBIT C – Insurance.

5. **Effect of Amendment:** Except for the foregoing described changes, the Agreement shall in all other respects remain in full force and effect, unchanged hereby. By execution of this Amendment Customer agrees to be bound by the terms of the Agreement in each and every respect with regard to the changes created in this Amendment as if this Amendment had been fully set forth in the Agreement. There shall be no change in the warranties, representations, liabilities or obligations of SunGard Public Sector under the Agreement by virtue of this Amendment except as expressly set forth herein.

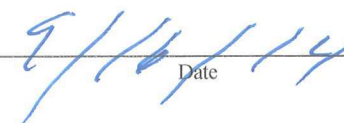
IN WITNESS WHEREOF, the parties hereto have executed this Amendment in manner and form sufficient to bind them on the day and year indicated after their respective execution hereof.

NEVADA COUNTY, CA


Authorized Signature

Nathan H. Beason, Chair

Type or Print Name and Title


Date

SUNGARD PUBLIC SECTOR INC.


Authorized Signature

Chris Coleman – VP & CFO

Type or Print Name and Title

9/04/2014

Date

EXHIBIT A – Scope of Services

Nevada County, CA
CommunityPLUS 9.0/FinancePLUS 5.0 upgrade

June 26,2014

This document outlines the suggested training and implementation plan for migrating Nevada County to our CommunityPLUS 9.0 /FinancePLUS 5.0 products. Projected conversion and training costs are rough estimates based on our current knowledge of your needs.

CommunityPLUS/FinancePLUS Applications Currently Under Maintenance:

4.0	Fund Accounting
4.0	Fixed Assets
4.0	Human Resources
4.0	Employee Benefits
4.0	Personnel Budgeting
4.0	Position Control
2.0	EAC/ET
4.0	CA Treasurer's System
4.0	CA State Reports
8.0	Cash Receipts

CommunityPLUS Training:

We recommend a total of 1.0 day of training to be conducted via WebEx to cover new features and navigation changes for the CommunityPLUS 8.0 product currently under maintenance.
Total Suggested CommunityPLUS 9.0 Training Day= 1.0 day @ \$ 1,280 per day, webex

\$1,280

FinancePLUS Training:

We recommend a total of 4.5 days of training to be conducted via WebEx to cover new features and navigation changes for the FinancePLUS 4.0 products currently under maintenance.

Total Suggested FinancePLUS 5.0 Training Days= 4.5 days @ \$ 1,280 per day, webex

\$5,760

On-site training is also available at our current rate of \$1280 per day plus travel and living expenses.

Travel and living expenses are in addition to the prices quoted above and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

Training days are based upon an eight hour day, which includes setup time.

Any training required beyond those days indicated above will be performed at the then standard per diem or hourly training rate.

Conversion:

Conversion of current version database structures to FinancePLUS 5.0 database structures for applications under maintenance as listed above, to include 2 FinancePLUS databases, 2 FinancePLUS test/training databases. Conversion of current version database structures to CommunityPLUS 9.0 database structures for applications under maintenance as listed above, to include 2 CommunityPLUS Cash Receipts databases, 2 CommunityPLUS Cash Receipts test/training databases.

\$9,600

Modifications:

The following custom modification(s) currently under maintenance will be integrated into CommunityPLUS 9.0 and FinancePLUS 5.0, as required.

FCNC008 - HRM: Modify FLSA Calculations
FCNVC015 - FAM: CAMS Interface
FCNVC017 - Non-Vendor Payment Interface
FCNVC018 - Bank-Warrant Reconciliation Interface
FCNVC022 - FAM: Batch J/E Interface
FCNVC101 - FAM: Modify Receipt Post Process
FCNVC032 - FAM: Modify Optio A/P Check need
FCNVC117 - HRM: Modify Overtime and Incentive Pays

\$9,628

Nevada County Customs List - Not under maintenance

<u>Project #</u>	<u>Custom Name</u>
Finance	
FCNVC021	Optio A/P Check--Modified by FCNV032
FCNVC035	Modify JE Upload-Modification to FCNVC022 on maintenance
FCCFP004NVC	Retain Rolled Purchase Orders CFP Install--year-end process
FCNVC038	ET, Org, Acct, Project Display modifications (\$5400)
RCNVC004	Modify the FA interface process

\$15,300

Additional software modifications defined during the implementation process will be proposed and authorized using our standard custom programming process and are not included in this cost.

Installation:

Remote installation and configuration support for the following applications on a SQL database server, and 2 application servers, per the 5.0 specification provided. Line printers are not supported.

CommunityPLUS 9.0	
FinancePLUS 5.0	
4j's Genero	
Open Source	
MKS Toolkit	
OPTIO ECI	
DATANGO-UC	
5.0 Workflow	
	\$16,625

Project Management:

Management of all aspects of the migration process, including installation, conversions, modifications, and training.

\$12,000

5.0 Workflow add on product:

GPFWKF – Workflow license, includes year 1 maintenance	\$ 6,050
Training – 2 days @1,280 =	\$ 2,560
Installation included above with Installation section	

EXHIBIT B

SUNGARD PUBLIC SECTOR TRAVEL EXPENSE GUIDELINES

SunGard Public Sector will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the SunGard Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – SunGard Public Sector will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, SunGard Public Sector shall provide the travel itinerary as the receipt for reimbursement of the air fare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING – Reasonable lodging accommodations are reimbursable, up to \$125 per night. If, depending on the city, reasonable accommodations cannot be secured for \$125 per night, Customer's prior approval will be required. Upon request by Customer, the hotel receipt received upon departure will be submitted for reimbursement. All food items, movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more SunGard Public Sector employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. SunGard Public Sector shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the SunGard Public Sector auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – SunGard Public Sector staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the client site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable for hotel stays longer than four days while at the client site. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS

\$52.00 per day Standard Per Diem

\$10.40 – Breakfast

\$13.00 – Lunch

\$28.60 – Dinner

EXHIBIT C – Insurance

During the performance of this Agreement, Contractor shall maintain in full force and effect the following insurance coverages:

- 1) Commercial General Liability Insurance: (County Resolution No. 90674) Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance which insurance shall include the following:
 - a. Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount of \$1,000,000.
 - b. A certificate including County as an additional insured under said policy, with respect to claims or suits arising from Seller's product(s) and/or the services provided under this contract;
 - c. A provision that said insurance shall be primary and other insurance maintained by the County shall be excess only and not contributing with Contractor's insurance; and
 - d. SunGard will use commercially reasonable efforts to notify the Customer 30 days prior to any material change or cancellation which would prevent SunGard from meeting the obligations set forth above.
- 2) Data Processing Errors and Omissions Insurance: Contractor shall maintain either a professional liability or errors & omissions policy in an amount of no less than \$1,000,000, and shall promptly provide proof of such insurance evidenced by a certificate of insurance.
- 3) Automobile Liability Insurance: (County Resolution No. 90676) For each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance, which insurance shall include the following provisions:
 - a. Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount of \$1,000,000.
 - b. A provision that said insurance shall be primary and other insurance maintained by the Buyer shall be excess only and not contributing with Seller's insurance; and,
 - c. SunGard will use commercially reasonable efforts to notify the Customer 30 days prior to any material change or cancellation which would prevent SunGard from meeting the obligations set forth above.
- 4) Worker's Compensation: (County Resolution No. 90674) Before commencing to utilize employees in providing Services under this Agreement, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor. CONTRACTOR shall maintain said policy or self insurance as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance.
- 5) Miscellaneous Insurance Provisions: (County Resolution No. 90675) All policies of insurance required by this Agreement shall remain in full force and effect throughout the life of this Agreement. At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Agreement. Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Agreement shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Agreement, or both.