

SUNGARD PUBLIC SECTOR INC. MASTER SERVICES AGREEMENT

THIS **SUNGARD PUBLIC SECTOR INC. MASTER SERVICES AGREEMENT** (the "Agreement"), is made and entered into by and between **SUNGARD PUBLIC SECTOR INC.** ("SunGard Public Sector"), a Florida Corporation, with its principal place of business at: 1000 Business Center Drive, Lake Mary, Florida 32746;

and
City of Redlands
(Customer),
with its principal place of business at
35 Cajon Street, Suite 30
Redlands, CA 92373

SunGard Public Sector and Customer agree that when this Agreement is signed by both parties, all terms and conditions contained in this Agreement will apply to any service(s) offered under this Agreement.

AGREEMENT:

The parties contemplate that Customer will from time to time desire to engage SunGard Public Sector to provide certain services to Customer, including but not limited to computer programming, consulting, training or other professional services (all of which are referred to as "Services" throughout this Agreement).

Each time Customer desires to engage SunGard Public Sector to provide Services to Customer, the parties will enter into a mutually agreeable Schedule A - Order Form. Each Schedule A - Order Form will at a minimum: (i) describe the specific Services that SunGard Public Sector is to provide to Customer under that "Schedule A - Order Form", (ii) set forth the fees that Customer agrees to pay for those Services and the manner in which Customer agrees to pay those fees, (iii) set forth the time frame for performance of those Services, and (iv) incorporate by reference the terms and conditions of this Agreement. The terms of this Agreement and any "Schedule A - Order Form" shall control notwithstanding any contrary provision of any purchase order used by Customer to effect the furnishing of any software or services by SunGard Public Sector to Customer.

This Agreement shall be valid and binding even if there is no Schedule A - Order Form attached, but no work shall be required from SunGard Public Sector until an Schedule A - Order Form is executed by the parties, attached hereto, and any required fees are paid.

TERMS AND CONDITIONS:

- SCHEDULE A – ORDER FORM.** Each and every Schedule A - Order Form will be and become a part of this Agreement. If the terms of any Schedule A - Order Form are in conflict with this Agreement, the parties agree that the terms specified in the Schedule A - Order Form shall prevail.
- CHANGE IN SCOPE OF SERVICES.** Each Schedule A - Order Form shall describe the scope of any Services SunGard Public Sector agrees to provide under that Schedule A - Order Form. In the event, whether requested by Customer or discovered by SunGard Public Sector in the course of providing Services pursuant to any Schedule A - Order Form, the scope of the work required to perform those Services is required to be changed, then SunGard Public Sector will provide to Customer a written description of the nature of the change and the change in SunGard Public Sector's fee(s) as a result of change in the scope of work, if any. Customer will have up to ten (10) days to review SunGard Public Sector's written proposal regarding the change in the scope of work. If Customer accepts SunGard Public Sector's proposal, the parties will enter into a revised Schedule A - Order Form reflecting the changed scope of work prior to SunGard Public Sector being required to perform the changed scope of work. If Customer rejects or fails to approve SunGard Public Sector's proposal, then SunGard Public Sector shall only be required to perform those Services within the scope of work as set forth in the original statement of work contained in the subject Schedule A - Order Form.

3. **SITE OF SERVICES.** Services shall be performed at the location[s] mutually agreed upon in each Schedule A - Order Form. If Services are performed at Customer's place of business, Customer agree to provide to SunGard Public Sector's staff, at no charge, computer time on Customer's computer (if required), office space and facilities commensurate with that which Customer provides to Customer's own staff.

4. **PAYMENT FOR SERVICES.**

4.1 Customer agrees to pay to SunGard Public Sector the sums set forth in each Schedule A - Order Form, at the times set forth in that Schedule A - Order Form. If a Schedule A - Order Form does not specify payment terms, Customer agrees to pay SunGard Public Sector for the Services as they are rendered. SunGard Public Sector will submit to Customer, on a monthly basis, SunGard Public Sector's invoice for the Services rendered during the previous month.

4.2 Customer agrees to pay all reasonable travel and living or other actual expenses incurred by SunGard Public Sector in the provision of Services under any Schedule A - Order Form. SunGard Public Sector will submit to Customer, on a monthly basis, SunGard Public Sector's invoice for such expenses as they are incurred.

4.3 Invoices are payable within thirty (30) days from the date of the invoice. Invoices not paid within thirty (30) days from date of invoice shall be considered delinquent and shall accrue late charges on the delinquent and unpaid balance at the lesser of: (a) one and one-half percent (1 1/4%) of the unpaid balance per month, or (b) the highest rate allowed by law.

4.4 Any taxes resulting from this Agreement, including but not limited to sales and/or use tax, will be the responsibility of Customer. SunGard Public Sector will accept an exemption certificate from Customer in lieu of taxes if Customer qualifies for exempt status. Such exemption certificate will need to be provided to SunGard Public Sector upon contract execution.

4.5 The parties agree that it shall constitute a material default under this Agreement if Customer fails to timely make the payments due to SunGard Public Sector under any Schedule A - Order Form.

5. **WARRANTY.** SunGard Public Sector warrants that, in SunGard Public Sector's provision of Services hereunder, SunGard Public Sector will use employees, agents or contractors who are adequately trained and who possess the requisite skills and professional knowledge to perform the Services.

6. **DISCLAIMER OF OTHER WARRANTIES.** 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, CUSTOMER'S REMEDIES PROVIDED FOR HEREIN ARE EXCLUSIVE.

7. **LIMITATION OF LIABILITY.** In no event will SunGard Public Sector be liable for any special, incidental, indirect or consequential damages arising out of this Agreement or any Schedule A - Order Form or by Customer's use of any Services or software product provided by SunGard Public Sector under or in connection with this Agreement or any Schedule A - Order Form. Customer's exclusive remedies with respect to the Service(s) provided under a specific Schedule A - Order Form shall be SunGard Public Sector's obligation to effect a solution to any problem caused by such Service(s). If SunGard Public Sector is unable to solve such problem or to correct such software after a reasonable attempt to do so, then Customer's exclusive remedy shall be a return of monies paid hereunder, but shall not in any event exceed, in the aggregate, the sum or sums Customer has paid to SunGard Public Sector for the Service(s) provided by SunGard Public Sector pursuant to the Schedule A - Order Form from which the alleged damages arose.

8. **CUSTOMER'S CONFIDENTIAL INFORMATION:**

8.1 SunGard Public Sector acknowledges that Customer may regard as confidential and as a proprietary asset any information and/or materials that come to SunGard Public Sector's attention by reason of (a) the presence of SunGard Public Sector representatives (including employees, agents, or contractors), at Customer's site, and/or (b) SunGard Public Sector furnishing Services to Customer (such information, materials, and records collectively being referred to as "Customer's Confidential or Proprietary Information").

8.2 SunGard Public Sector agrees to safeguard Customer'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 agreed upon in an Schedule A - Order Form. In the event that a subpoena or other legal process that in

8.3 any way concerns Customer's Confidential and Proprietary Information is served upon SunGard Public Sector, then SunGard Public Sector agrees to notify Customer in the most expeditious fashion possible following receipt of such subpoena or other legal process and to reasonably cooperate with Customer to contest the legal validity of such subpoena or other legal process (provided that Customer agrees to pay any expense SunGard Public Sector incur in so doing).

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

8.5 The provisions of this Section 8 will survive termination of this Agreement or any Schedule A - Order Form.

9. SUNGARD PUBLIC SECTOR'S CONFIDENTIAL INFORMATION.

9.1 Customer acknowledges and agrees that all documentation, training programs and materials, computer programs and other materials created and/or furnished by SunGard Public Sector to Customer in conjunction with Services provided under this Agreement (including all Schedule A - Order Forms) constitute confidential, proprietary property and trade secrets of SunGard Public Sector, SunGard Public Sector's parent, affiliates, or vendors (such information, and materials collectively being referred to as ("SunGard Public Sector's Confidential or Proprietary Information")) and constitute a valuable asset of SunGard Public Sector. Customer agree to hold all of SunGard Public Sector's Confidential or Proprietary Information in strictest confidence and to limit access to SunGard Public Sector's Confidential or Proprietary Information to only those of Customer's employees (and independent contractor[s] when SunGard Public Sector prior written permission to permit access by an independent contractor[s] has been obtained) who need access to SunGard Public Sector's Confidential or Proprietary Information in order for Customer to receive the benefit of the Services provided hereunder.

9.2 SunGard Public Sector (or SunGard Public Sector's parent, affiliates or vendors as the case may be) shall retain all right, title and interest in and to SunGard Public Sector's Confidential or Proprietary Information, including but not limited to all intellectual property rights, copyrights, trade secrets and patents. SunGard Public Sector agrees to grant to Customer a non-exclusive, non-transferable license to use SunGard Public Sector's Confidential or Proprietary Information only for purposes of the Services to be provided in accordance with any Schedule A - Order Form.

9.3 The provisions of this Section 9 will survive termination of this Agreement or any Schedule A - Order Form.

10. ENTIRE AGREEMENT/AMENDMENTS. THIS AGREEMENT, TOGETHER WITH ANY AND ALL SCHEDULE A - ORDER FORMS ATTACHED HERETO, CONSTITUTES THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES CONCERNING THE SUBJECT MATTER HEREOF, AND CANCELS, TERMINATES, AND SUPERSEDES ALL PRIOR WRITTEN AND ORAL UNDERSTANDINGS, SALES AND PROMOTIONAL MATERIALS, AGREEMENTS, PROPOSALS, PROMISES AND REPRESENTATIONS OF THE PARTIES OR ANY OTHER PERSON WITH RESPECT TO ANY SUBJECT MATTER CONTAINED HEREIN. NO REPRESENTATION OR PROMISE HEREAFTER MADE WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, NOR ANY MODIFICATION OR AMENDMENT OF THIS AGREEMENT, SHALL BE BINDING UPON EITHER PARTY UNLESS IN WRITING AND SIGNED BY CUSTOMER AND ACCEPTED IN WRITING BY AN AUTHORIZED OFFICER OF SUNGARD PUBLIC SECTOR.

11. ASSIGNMENT. Customer may not assign this Agreement or any Schedule A - Order Form, or any of SunGard Public Sector's rights and obligations under this Agreement or any Schedule A - Order Form, without SunGard Public Sector's prior written consent.

12. ATTORNEYS' FEES. In the event it is necessary for either party to enforce any of the provisions of this Agreement or any Schedule A - Order Form by or through an attorney at law, the prevailing party as determined by the court shall be entitled to a judgment against the other party for all costs of such enforcement, including without limitation, reasonable attorneys' fees incurred in such enforcement, whether incurred before trial, at trial, or at any appellate level.

13. BENEFITS AND PARTIES TO BE BOUND. Subject to all of the terms and conditions hereof, this Agreement and any Schedule A - Order Form inures to the benefit of and is binding upon the parties hereto and their successors and permitted assigns. There are no third party beneficiaries to this Agreement.

14. **GOVERNING LAW.** The parties agree that this Agreement and all Schedule A - Order Forms shall be governed by and construed in accordance with all applicable federal laws and regulations, and in the absence of controlling federal law, then the laws of the State of California shall govern the validity, enforcement, and interpretation of this Agreement and all Schedule A - Order Forms.

15. **SEVERABILITY.** The invalidity or unenforceability of any particular provision or condition of this Agreement or any Schedule A - Order Form shall not affect the other provisions hereof, and this Agreement and all Schedule A - Order Forms shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

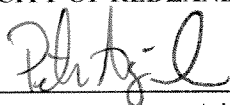
16. **HEADINGS.** The headings of the several divisions of this Agreement and any Schedule A - Order Forms are for convenience only and shall not be construed to be a part of this Agreement or any Schedule A - Order Form.

17. **NOTICES.** Any notice, request, demand, or other communication required or permitted under this Agreement will be given in writing, with all communication charges prepaid, to the party being notified. All communications will be deemed given only upon receipt. The addresses for the parties for the purposes of all communications are: If to Customer, to the address listed on page one, Attention: Signatory Title. If to SunGard Public Sector: SunGard Public Sector Inc., 1000 Business Center Drive, Lake Mary, Florida 32746, Attention: President. A party may change its address only by notifying the other party in writing, in which case this Agreement will be deemed to have been modified for that purpose.

18. **Events of Default.** After using reasonable efforts to avoid the event, neither party hereto will be in default by reason of any failure in performance of this Agreement or any Schedule A - Order Form in accordance with its terms if such failure arises out of causes beyond the defaulting party's reasonable control. As soon as such event preventing performance of any party is terminated, then that party shall promptly resume its performance.

19. **Entire Agreement.** This Agreement and any Supplement(s) and/or Amendments to this Agreement constitute the entire Agreement between the parties, and there are no representations, conditions, warranties, or collateral agreements, expressed or implied, statutory or otherwise, with respect to this Agreement other than as contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. This Agreement may not be modified, omitted or changed in any way except by written agreement signed by persons authorized to sign agreements on behalf of the Customer and of SunGard Public Sector. Preprinted conditions and all other terms not included in this Agreement, and any Schedule(s) or Supplement(s) to this Agreement, on any purchase order or other document submitted hereafter by Customer are of no force or effect and the terms and conditions of the SunGard Public Sector Agreements shall control unless expressly accepted by SunGard Public Sector in writing to the Customer.

CITY OF REDLANDS, CA



Authorized Signature

PETE AGUILAR

Type or Print Name and Title

5/6/14

SUNGARD PUBLIC SECTOR, INC.



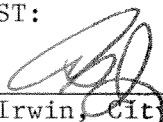
Authorized Signature

CC Coleman
Vice President & CFO

Type or Print Name and Title

5/6/14

ATTEST:



Sam Irwin, City Clerk

SunGard Public Sector Inc. Services Agreement
RSP
Schedule A - Order Form

This Schedule A - Order Form is entered into under the terms and conditions of the SunGard Public Sector Inc. Master Services Agreement of even date herewith (Agreement), between **SunGard Public Sector Inc. (SunGard Public Sector)** and **City of Redlands, CA (Customer)**. Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

Agreement Number: 5917LG-140173-1

Initial Order Form	X	
Replacement Order Form		

- Term:** Initial Term of this Agreement begins June 1, 2014 (Commencement Date) and expires **twelve (12) months** from the Commencement Date.
- Services Groups:** Start-Up Fees and Monthly Fees

	Applications and/or Services	Start-Up Fee	Monthly Administration Fee
Existing Products (Currently Licensed)	OS General Ledger - (OS-FIN-GL), OS Job/Project Ledger - (OS-FIN-JP), OS Budget Item Detail - (OS-FIN-BD), OS Accounts Payable/Encumbrances - (OS-FIN-AP), OS Purchasing - (OS-FIN-PO), OS Accounts Receivable/Cash Receipts - (OS-FIN-AR), OS Fixed Assets - (OS-FIN-FA), OS Person/Entity Database - (OS-FIN-PE), OS Payroll - (OS-FIN-PY), OS Human Resources - (OS-FIN-HR), OS Position Budgeting - (OS-FIN-PB), OS Employee Online - (OS-FIN-EO), OS Click, Drag & Drill - (OS-FIN-CDD), OS Easy Laser Forms - (OS-FIN-ELF), OS Stores Inventory - (OS-FIN-SI), OS Nucleus - (OS-FIN-NU), OS Bank Reconciliation - (OS-FIN-BK), OS Work Order Management - (OS-FIN-WO), OS Image Enabler	\$ 5,000.00	\$ 8,156.08
Existing Third Party Products (Currently Licensed)	Microfocus Development, Microfocus Net Express Runtime Bundles - (MFSR), OS Openlink - (OLINK), OS Netsight, OS Querix	Included in Startup Fee	Included in Monthly Fee
Concurrent Sessions	30 production/10 test	Included in Startup Fee	Included in Monthly Fee
Cloud Services	Remote management and monitoring of OS hardware and software. VPN site to site option to include Management and configuration of VPN tunnel.	Included in Startup Fee	Included in Monthly Fee
	Total Proposed System:	\$ 5,000.00	\$ 8,156.08

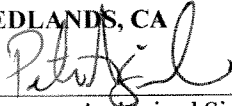
*Start-Up Fee is based on use of SunGard Public Sector's Standard Services Implementation Methodology.

3. Payment Terms:

Start-Up Fee:	Upon execution of this Schedule A-Order Form.
Monthly Administration Fee:	The initial Monthly Administration Fee will be billed upon execution. Subsequent Monthly Administration Fees will be due on the first of the month thereafter. Monthly Administration Fees will be invoiced in advance on a monthly basis for a term of twelve (12) months. Monthly Administration Fees for subsequent years of service are subject to change. At the end of the initial term, Services will be provided on a year-to-year basis provided the Customer exercises the option and pays the then current Monthly Administration Fee.
Travel and Living Expenses:	Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy. Travel and living expenses actually incurred in prior months for which SunGard Public Sector is seeking reimbursement, shall also be invoiced monthly.

4. **Hardware Upgrades:** SunGard Public Sector shall notify Customer if it determines additional disk space is needed. SunGard Public Sector will recommend the appropriate hardware Customer should purchase. Procurement of additional hardware to meet SunGard Public Sector's recommendation will be the responsibility of Customer. The parties acknowledge that prior to the purchase of additional hardware, attempts will be made to purge the system in an effort to create additional disk space. Should the disk cleanup prove to be insufficient and Customer is unable to purchase the recommend hardware, SunGard Public Sector will not be liable for damages that may occur.
5. **Termination without cause:** This Schedule A - Order Form may be terminated without cause by either party upon thirty (30) days written notice to the other party. In the event of termination, SunGard Public Sector shall be compensated, as provided herein, for services performed prior to receipt of such written notice of termination.

CITY OF REDLANDS, CA



Authorized Signature

PETE AGUILAR

Print Name & Title

5/6/14

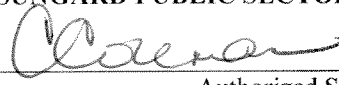
Date

ATTEST:



Sam Irwin, City Clerk

SUNGARD PUBLIC SECTOR INC.



Authorized Signature

Joe Coleman
Vice President CFO

Print Name & Title

5/6/14

Date

1. Scope of RSP Support.

1.1. General RSP Support Provided by SunGard Public Sector - SunGard Public Sector will provide System Administration via a team of System Administrators who will assist and coordinate computer server management, data storage, and backup activities, for hardware and software as agreed to in the contract. Routine system back-ups will be performed by the Customer according to mutually agreed upon procedures. The Customer should expect SunGard Public Sector to schedule periods of downtime quarterly for preventative and routine maintenance, and additional downtime as needed. Under normal circumstances, scheduled downtime will be during the Customer's non-working hours.

- a. **Network Responsibilities** - All responsibility for the Customer's network and administration of the network shall remain with the Customer.
- b. **System Performance** - The Customer and SunGard Public Sector will work together to isolate performance bottlenecks and to identify whether they are related to the Customer's computer server, or the Customer's local network.

If the addition of users, unusually heavy use, or other factors require additional resources for support of the Customer (e.g. hardware, software, people, data communications link etc.) then SunGard Public Sector will assist the Customer by recommending possible solutions. The Customer is aware that if additional resources are required for the support of the Customer, additional fees will apply.

- c. **Interfaces or Custom Reports** - Interfaces, custom reports, special formats, and other programming or set-up requests are not included in this Addendum, but can be provided by SunGard Public Sector under separate Addendum.
- d. **Support Hours and Charges** - SunGard Public Sector's standard RSP support hours are 5 a.m. – 5 p.m. (Pacific Time), Monday through Friday, with the exception of SunGard Public Sector holidays. SunGard Public Sector's responsibilities defined herein will be performed from SunGard Public Sector's location. In the event that SunGard Public Sector assists the Customer with activities outside the scope of responsibilities defined herein, the charge will be based on SunGard Public Sector's rate then in effect.

In addition to SunGard Public Sector's standard RSP support hours, this RSP Agreement includes Customer access to a 24-hour Emergency Answering Service. In the event that emergency systems-level assistance is required outside of SunGard Public Sector's standard RSP support hours, please call the 24-hour answering service at: **(530) 230-5039**. The answering service will direct your call to the appropriate RSP support staff for assistance. This answering service is only to be used for

emergency systems-level assistance after-hours and all other support should be directed to SunGard Public Sector's help desk at 1.800.851.4800 or support@sungardps.com during SunGard Public Sector's standard Helpdesk support hours.

- e. **On-Going Maintenance** - SunGard Public Sector will be available to assist with trouble shooting for maintenance on the computer server(s) located at Customer site, the operating system(s), and any licensed Third Party Software required for the use of ONESolution. Customer must maintain maintenance agreements with all supporting vendors. Customer must also make appropriate arrangements with supporting vendors allowing SunGard Public Sector to contact vendors as part of Customer's maintenance agreements with said vendors. SunGard Public Sector will update the computer server and operating system software as necessary to remain current with new releases of the Software. Operating system or computer server upgrades shall be performed only after consultation with the Customer.
- f. **Customer's Network, Personal Computers** - Administration of the Customer's network and personal computers is not included in this Addendum and is the responsibility of the Customer.
- g. **Software Configuration** - Software configuration including the decisions and training to use Software are not included in this Addendum.
- h. **Accounts and Update Frequency** - SunGard Public Sector will provide the services necessary to create the Production Account and Test Account. SunGard Public Sector will replicate the Production Account into the Test Account up to two times per year upon request. Customer agrees to schedule replications with as much advanced notice as possible (minimum two week notice), and SunGard Public Sector agrees to perform the replication only after consultation with the Customer.
- i. **System Administrators** - SunGard Public Sector will provide the system administrator personnel resources necessary to perform the administration of the Customer's system. Multiple System Administrators with a variety of skills are available to provide administration services effectively.
- j. **Administrator Changes** - SunGard Public Sector reserves the right to reassign system administration tasks among System Administrators.
- k. **System Monitoring** - Automated monitoring of core system components, tailored to the client's site, will be the basis for monitoring of the site status and performance. The System Administrator(s) will meet with key Customer personnel (in person or via conference call) for the purpose of learning the Customer's environment in detail and developing a portfolio of mutually agreeable monitors.
- l. **System Verification** - SunGard Public Sector staff will review the Customer's system monitors on a regular basis (Monday through Friday, excluding SunGard Public Sector observed holidays) for the purpose of

monitoring and evaluating system status and performance and to complete any outstanding administrative tasks required for effective utilization of the system. Typical tasks would include verification of the previous night's backup, screening of error logs, monitoring of system resource utilization and any system related issues.

- m. **Recommended Procedures** - Labor required to correct discrepancies resulting from Customer's failure to follow SunGard Public Sector's recommended procedures will be billable at SunGard Public Sector rates then in effect.
- n. **System/Database Level Requests for Assistance** - System Administrator(s) will respond to requests from the Customer contact to resolve problems or perform administrative functions during normal SunGard Public Sector business hours. Requests may be either verbal or electronic (email). Requests for items of a critical nature must be verbal to ensure receipt of request. Critical (site down) requests will be addressed upon receipt if requests are received during normal SunGard Public Sector business hours. Routine requests will be addressed on a priority basis.
- o. **Custom scripting** - Reasonable shell scripting to perform system management and maintenance tasks, additional charges may apply for extensive projects.

1.2. Specific Responsibilities - SunGard Public Sector will provide System Administrators and the Customer will provide a ONESolution Application Specialist and local IT resources. Customer's failure to provide a ONESolution Application Specialist may be cause for suspension or termination of this RSP Addendum. The System Administrator will set procedures in place for management of the system and will perform certain system management tasks. The ONESolution Application Specialist and/or local IT resource will perform application administration and shared system maintenance tasks.

1.2.1. Shared Responsibilities - The following responsibilities will be shared by SunGard Public Sector's System Administrators and Customer's ONESolution Application Specialist.

- a. **Shared Responsibilities of SunGard Public Sector's System Administrators and Customer's ONESolution Application Specialist**
 - Configuration of secure VPN access for system administration.
 - Daily management of database and transaction log backup (Customer will manage tapes).
 - Review of disaster recovery plan.
 - Review patching and antivirus policies.
 - Daily management of Operating System and file system backup (Customer will load and unload tapes).
 - Assistance in data uploading/downloading.
 - Monitor Console messages.
 - Manage Third Party Contracts.
 - Backups will be the responsibility of the Customer, daily and weekly backup duties will be performed by the Customer.

- SunGard Public Sector and Customer will agree upon backup strategies and procedures, as well as storage of backup media.
- Verification that the backups are being completed.
- Perform recovery of specific files and/or entire system (restores).
- LAN configuration and troubleshooting for server connectivity.

1.2.2 Responsibilities of Customer's ONESolution Application Specialist and local IT resources -
The following responsibilities will be performed by Customer's ONESolution Application Specialist.

a. Customer's ONESolution Application Specialist Responsibilities

- Creation of ONESolution users and printers within the ONESolution application.
- Setup of ONESolution application security.
- Implementation of subsystem maintenance (see Subsystem User Guides for details).
- Customizations to question defaults, menus and JCL.
- Monthly run of Name Match utility in subsystems (e.g., ARUTMT).
- Manage batch jobs and priorities of ONESolution processes within the ONESolution application.
- Manage and maintain reports and workflow models in all Accounts.
- Act as the main contact for SunGard Public Sector support calls, problems descriptions, Software update release information.
- Assistance in data uploading/downloading.
- Attend appropriate training classes offered by SunGard Public Sector.

b. Customer's IT Resource – Network and PC Application Administration Responsibilities

- Installation/configuration of terminal emulation software on workstations (if used by Customer).
- Installation/configuration of SunGard Public Sector's PC based products on workstations.
- LAN configuration and troubleshooting for workstation connectivity.
- Installation/configuration of networking software on workstations (e.g., TCP/IP).
- Installation/configuration of networking equipment.
- Setup/configuration and management of network printer's and print queues.

1.2.3 SunGard Public Sector System Administration Responsibilities – The following are the System Administration responsibilities that will be managed by SunGard System Administrators.

a. SunGard Public Sector Operating System, System Administrator Responsibilities (UNIX and Windows)

- Provide diagnosis of system hardware problems.
- Monitor hardware reliability, check error logs and initiate corrective action when warranted.
- Monitoring and management of disk and filesystem space.
- Create and administer operating system printer queues.
- Create and maintain scheduled jobs for administrative purposes.

- Periodic cleanup of temporary files (e.g., /tmp, /ONESolution/admin/tmp, /ONESolution/admin/posted).
- Creation and maintenance of operating system user accounts.
- System performance monitoring and tuning as needed.
- Upgrade and install updates to the Operating System.
- Upgrade and install updates to supported third party products (e.g. COBOL, OpenLink).
- Monitor the operating system and modify parameter configurations and/or tuning adjustments when needed.
- Monitor console messages/logs.
- Manage hardware and OS support calls.
- Upgrade and installation of ONESolution software.

b. SunGard Public Sector Database Administration Responsibilities

- Monitor database operation and review logs.
- Monitor database engine performance and tune as needed.
- Monitor database size and growth; Increase database space as needed.
- Update database statistics routinely.
- Monitor table indices routinely.
- Maintain database users and security.
- Installation and upgrade of database software.
- Installation of interim patches or bug fixes as needed.
- Manage database product support calls.

1.3 System Analysis

Customer may request, and SunGard Public Sector recommends a System Analysis be performed, every other year. SunGard Public Sector will analyze Customer's hardware configuration and performance, and provide possible suggested/configuration upgrades to enhance system performance. The System Analysis shall be provided as part of the RSP Service at no additional charge. Any travel, meals or lodging charges associated with the system analysis will be billed to Customer as incurred.

1.4 Additional Customer Obligations

- 1.4.1. Communications Equipment.** Customer is solely responsible for the acquisition and maintenance of all terminals, personal computers, network equipment, printers and third party software necessary to operate the Software products at Customer's facility.
- 1.4.2. Hardware Acquisition.** Customer is solely responsible for the acquisition of adequately sized hardware to host the ONESolution system.

EXHIBIT 2

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

\$65 per day Standard Per Diem (Breakfast, lunch and dinner)