

RESOLUTION NO. 2003-160

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
AWARDING THE CONTRACT TO SUNGARD HTE (HTE) INC., FOR A CITY-WIDE
INTEGRATED SOFTWARE PACKAGE**

WHEREAS, the City Council of the City of Elk Grove desires to award the contract to SunGard HTE (HTE) Inc. for the City-Wide Integrated Software Package; and

WHEREAS, proposals were submitted by nine software providers to the Office of the City Clerk, City of Elk Grove on April 23, 2003, for consideration.


NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby authorizes the City Manager to execute a contract between the City of Elk Grove and SunGard HTE, Inc. for the City-Wide Integrated Software Package in an amount not to exceed \$906,000.

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 20th day of August 2003.



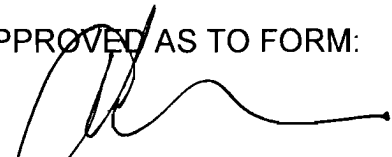
SOPHIA SCHERMAN, MAYOR of the
CITY OF ELK GROVE

ATTEST:



PEGGY E. JACKSON, CITY CLERK

APPROVED AS TO FORM:



ANTHONY B. MANZANETTI,
CITY ATTORNEY

CERTIFICATION
ELK GROVE CITY COUNCIL RESOLUTION NO. 2003-160

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) ss
CITY OF ELK GROVE)

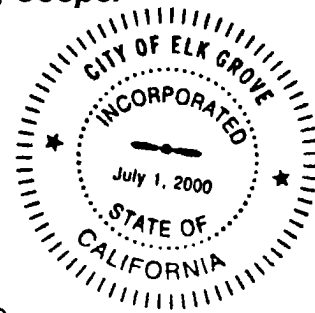
I, Peggy E. Jackson, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on the 20th day of August, 2003 by the following roll call vote:

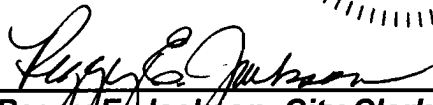
AYES 4: COUNCILMEMBERS: Scherman, Soares, Leary, Cooper

NOES 0: COUNCILMEMBERS:

ABSTAIN 0: COUNCILMEMBERS:

ABSENT 1: COUNCILMEMBERS: Briggs





Peggy E. Jackson, City Clerk
City of Elk Grove, California



Helping Government Work Better

SunGard HTE Inc. Application Service Provider Agreement

Agreement No. ELGR-20030508

Effective Date (copy from signature page): _____

CUSTOMER NAME AND ADDRESS:

City of Elk Grove
8400 Laguna Palms Way
Elk Grove, CA 95758

(Customer named above is hereinafter referred to as "Customer")

This Application Service Provider Agreement (the "Agreement"), is made and entered into by and between SunGard HTE Inc. ("HTE") and Customer on the day and year written following the execution hereof by HTE

HTE and Customer agree that all services to be provided by HTE to Customer hereunder shall be furnished only under the terms and conditions of this Agreement and its "Schedule A - Order Form" The terms of this Agreement shall control notwithstanding any contrary provision of any purchase order used by Customer to effect the furnishing of any software or services by HTE to Customer.

1. Definition of Terms. As used herein:

- 1.1. "Application(s)" means the software system(s) to which Customer has requested access and paid therefor, listed on Schedule A, including, but not limited to, all computer programs and related documentation, and any modifications thereto.
1.2. "Conversion" means the process by which Customer data is transformed to a usable HTE operational format. Conversion is an optional, not mandatory, service offered by HTE
1.3. "Effective Date" means the date on which HTE executes this Agreement.
1.4. "Host Computer Systems" means HTE's hardware and software, located on HTE's premises, which is maintained and supported by HTE and utilized to provide the Access services hereunder.
1.5. "Implementation" means the processes by which Customer prepares Customer's operating procedures and personnel for transition to the Applications. Customer is primarily responsible for the preparation of its personnel and procedures, assisted by HTE as provided for herein. At the conclusion of Implementation, Customer's use of the Application with real data in a production (and not testing) mode is referred to herein as "Go-Live". Implementation is a part of Start-Up Assistance.
1.6. "Schedule A - Order Form" means an attachment to this Agreement, which is a part of this Agreement for all purposes. Each Schedule A shall replace all prior Schedule(s) A.
1.7. "Standards Sheet" means an attachment to Schedule A - Order Form, which provides the most current information supplemental to this Agreement, such as hours of operation and support and Customer hardware requirements.
1.8. "Start-Up Assistance" means the combination of Implementation and Training services which prepare Customer for Go-Live
1.9. "Training" means the classes held by HTE to instruct Customer in the use of the Applications. Training is a part of Start-Up Assistance.

2. Access Services and Start-Up Assistance. HTE agrees to provide access to the Applications (hereafter referred to as "Access") requested by Customer on Schedule A - Order Form (or any supplemental or replacement Schedule A) for the number of terminals indicated so long as Customer is current in its payment obligations hereunder. Customer agrees to pay the fees for Access ("Access Fees") as provided on Schedule A - Order Form. Customer agrees that Customer's Access to the Applications shall be for Customer's sole use and not for any third party.

- 2.1. Hours of Operation. HTE shall publish its hours of operation on the Standards Sheet and shall keep Customer apprised of any changes thereto.
2.2. Improvements and Changes. HTE will install upgrades, new software releases and enhancements, error corrections, upgrades to third party operating system software, and upgrades to hardware, as necessary, for the Host Computer Systems.
2.3. Start-Up Assistance. HTE will provide Start-Up Assistance to Customer and Customer agrees to pay to HTE the Start-Up Fees as provided on Schedule A - Order Form. HTE's most current information with regard to Start-Up Assistance is published on HTE's Standards Sheet. Customer agrees to reimburse HTE for actual, reasonable travel and living expenses incurred by or on behalf of HTE and its personnel in furnishing the Start-Up Assistance. Any such travel and living expenses shall be billed by HTE to Customer on a monthly basis and governed by the HTE Travel Policy.
2.4. Optional Conversion Services. At Customer's option, HTE will provide Conversion services. If Customer elects Conversion services, Customer shall provide data to HTE in an IBM compatible format acceptable to HTE, and on media specified by HTE.

3. Term of Agreement. This Agreement is effective on the Effective Date. The term of this Agreement ("Term") shall begin on the effective date and shall continue for the number of whole months indicated on Schedule A - Order Form after the first application Go-Live date. [For example, if HTE executes this Agreement on June 1, 2000; if the Term is 48 months; and if Customer's first application Go-Live date is August 15, then the Term of this Agreement begins June 1, 2000 ends August 31, 2004.]

4. Charges for Services.

- 4.1. Customer agrees to pay HTE Access and Start-Up Fees in accordance with Schedule A - Order Form. No more frequently than once per year, HTE shall have the right to adjust the monthly Access fees to reflect changes in the CPI. For purposes of this Agreement, "CPI" shall mean the Consumer Price Index for all Urban Consumers, U.S. City Average, for all Items (1982-1984 = 100), as published by the Bureau of Labor Statistics of the US Department of Labor (or any successor agency that shall issue increases and decreases in the cost of living). HTE may adjust other fees at any time.
4.2. Each month beginning on the first day of the first month after the first application Go-Live, HTE shall invoice Customer and Customer shall pay to HTE the monthly Access Fees for the upcoming month. Travel and living expenses actually incurred in prior months for which HTE is seeking reimbursement, shall also be invoiced monthly.
4.3. Start-Up Fees are due upon execution of any Schedule A - Order Form, unless otherwise provided on the Schedule A.

4.4 Amounts payable to HTE hereunder are payable in full without deduction, or set off, and are net of all sales, use or other taxes or duties. Customer shall duly and timely pay all taxes and duties, however designated, levied or based upon amounts payable to HTE hereunder (exclusive of United States Federal, state or local taxes based upon the net income of HTE). Customer agrees to indemnify and hold HTE harmless from any such taxes or duties which any federal, state or local taxing authority requires HTE to pay on Customer's behalf. It shall be Customer's obligation after payment by Customer to challenge the applicability of any tax if it so desires.

4.5 Customer shall pay for any data communications telephone services. If Customer requires special telephone line configurations due to unique equipment or data requirements, HTE reserves the right to charge for analysis and design of such special configurations.

4.6 SunGard HTE may, after having provided Customer with ten (10) days advance written notice, deny Access to Customer until all required payments due to HTE are received. The provisions of this Subsection 4.6 shall not operate as a waiver of any other remedies HTE may have.

5. **SunGard HTE's Obligations.** To assist Customer in accessing and using the Applications hereunder, HTE will:

5.1 provide all equipment, software, including changes, updates, and modifications thereto, and services necessary for operation and maintenance of HTE's Host Computer Systems;

5.2 provide efficient communication accessibility to the Host Computer Systems;

5.3 provide information regarding data back-up procedures, security, and other functions as reasonably requested by Customer;

5.4 operate and maintain the Applications and allow Customer access and use thereof. If third party software is included in or with the Applications, HTE will identify separate access or use restrictions or additional payment obligations associated therewith in Schedule A;

5.5 provide Start-Up Assistance described in Schedule A pursuant to Section 2 hereof;

5.6 offer Conversion services;

5.7 provide Application support and system support; and

5.8 publish system availability and support hours as well as host targeted response time.

6. **Customer's Obligations.** In order to enable HTE to perform its obligations hereunder, and as a condition precedent to HTE's obligations to perform hereunder, Customer shall

6.1 within ten (10) days following the execution of this Agreement, designate a primary and a secondary contact, including telephone numbers and e-mail addresses;

6.2 exercise all due diligence in the performance of its obligations hereunder in connection with the Start-Up activities and subsequent access to and use of the Applications;

6.3 develop and implement proper audit controls, balancing procedures, operation methods and sufficient procedures to satisfy its requirements for data security, accuracy of input, and verification of output, including security access control for Customer's users of the Applications; and

6.4 adhere to hardware and communications requirements as published in the Standards Sheet;

6.5 in the course of Customer's daily operations, input data, perform balancing activities, generate reports, maintain data integrity, and be responsible for ensuring the input data is accurate and meets the standard specifications provided by HTE for such data;

6.6 maintain documents of original entry, source data and other backup media sufficient for file and input data re-creation in order to mitigate against the possibility of loss of input data and Customer data maintained by HTE;

6.7 use standard forms as required by HTE; and

6.8 provide for Internet connectivity.

7. **Representations, Warranties and Limitation of Liability.**

7.1 SunGard HTE represents that it is the owner of all Applications used in the performance of services hereunder, or is an authorized licensee with the right to engage in the delivery of such services, and such software or licenses thereto have been lawfully acquired by HTE.

7.2 SunGard HTE warrants that the Application(s) will perform in substantial compliance with its then current documentation. HTE warrants that in the provision of services hereunder, HTE will use employees, agents or contractors who are adequately trained and who possess the requisite skills and professional knowledge to provide assistance in utilizing the Applications.

7.3 In the event an Application is found to not substantially conform to its then-current documentation, Customer shall so advise HTE and HTE shall diligently pursue resolution of the discrepancy between the Application and its documentation.

7.4 IN NO EVENT SHALL HTE BE LIABLE TO CUSTOMER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING UNDER THIS AGREEMENT. In no event shall HTE be liable to Customer for other damages arising under this Agreement unless such damages result from intentional misconduct or gross negligence on the part of HTE's officers or employees, in which event HTE's aggregate liability under the Agreement will be limited to the lesser of either (a) actual damages resulting directly from such conduct, or (b) the amount of Access Fees actually paid to HTE by Customer hereunder during the three (3) months immediately preceding the month in which the liability accrued.

7.5 THE PROVISIONS HEREOF ARE IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED AND WHETHER OF MERCHANTABILITY, FITNESS OR OTHERWISE. THE REMEDIES HEREIN CONTAINED ARE EXCLUSIVE AND CUSTOMER WAIVES ALL OTHER REMEDIES.

8. **Confidentiality of Customer's Information.**

8.1 SunGard HTE acknowledges that Customer regards as confidential and as a proprietary asset any information or materials that come to the attention of HTE by reason of (a) the presence of HTE's agents, employees, or representatives at Customer's site, or (b) HTE furnishing services to Customer in connection with this Agreement (such information, materials, and records collectively being referred to as "Customer's Confidential or Proprietary Information").

8.2 SunGard HTE agrees to safeguard Customer's Confidential or Proprietary Information by holding it in strict confidence, disclosing it only to those employees, agents or contractors who have a need to know in order to provide Access as agreed upon. In the event that a subpoena or other legal process that in any way concerns Customer's Confidential and Proprietary Information is served upon HTE, then HTE agrees to notify Customer in the most expeditious fashion possible following receipt of such subpoena or other legal process, and HTE will reasonably cooperate with Customer, as requested by Customer, to contest the legal validity of such subpoena or other legal process (provided that Customer agrees to pay any expense HTE incurs in so doing).

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

8.4 The provisions of this Section 8 shall survive termination of this Agreement.

9. **Credit Toward In-house Licensing.** As used in this Paragraph 9, "In-house Licensing" means procuring through HTE's standard license agreement, the right for Customer to run a copy of the Applications for Customer's use only, on hardware owned or leased by Customer at a facility which is owned or controlled by Customer. In the event Customer desires to run the Applications in-house (and has not previously procured a license for such in-house use), HTE will discount Customer's in-house licensing fees by an amount equal to one percent (1%) of the licensing fees for each month Customer uses Access services, up to a maximum discount of sixty percent (60%). In order to qualify for said credit, Customer must not be in breach hereof, must have provided termination notice pursuant to the terms of this Agreement, must enter into HTE's standard license agreement, and must have paid all fees required to be paid to HTE. Maintenance and support services for the Applications will be available to Customer (and are recommended by HTE) under the terms of HTE's standard maintenance agreement. In the event HTE terminates this Agreement pursuant to Section 15.2 hereof, HTE shall provide the Applications to Customer for In-house Licensing at no additional charge for license fees, provided however that Customer enters into HTE's standard license agreement, Customer pays any fees required to be paid to HTE under this Agreement, and Customer is not in breach of this Agreement.

10. **Security of Customer's Data; Access to HTE's Facility.** HTE will provide data security procedures which will include backup of all magnetically stored data kept or processed for Customer using the Applications, in a reasonable manner determined by HTE in keeping with generally accepted industry practices. Upon reasonable notice and during regular business hours, Customer may request admission to HTE's facility. HTE will not unreasonably refuse such access. Any non-SunGard HTE personnel who are granted access to HTE's facility shall comply with the physical security procedures instituted by HTE.

11. **Contingency Planning.** The parties' responsibilities with respect to contingency planning will be as follows:

- 11.1 SunGard HTE will develop, maintain and, as necessary in the event of a disaster, execute a disaster recovery plan (the "SunGard HTE Plan") for HTE's hardware and Applications.
- 11.2 SunGard HTE will provide to Customer such information as may be reasonably required for Customer to assure that Customer's disaster recovery plan is compatible with the HTE Plan.
- 11.3 Each party will be responsible for the training of its own personnel as required in connection with all applicable contingency planning activities.

12. **Record Retention.** It is Customer's sole responsibility to ensure that its records and data meet its retention requirements. HTE will provide, as a standard, record retention for a period of three (3) years. If Customer requests, HTE will provide longer record retention to Customer at HTE's then-current fees for such service.

13. **Customer Insurance Responsibility.** If Customer desires to obtain insurance protection against any losses incurred due to loss of input data during transmission or delivery or from errors resulting from defects in, or malfunctions of, the mechanical or electronic equipment used by Customer, Customer may do so at Customer's expense and HTE agrees to cooperate with Customer in obtaining such insurance.

14. **Intellectual Property.**

- 14.1 All computer programs, including the Applications, related documentation, written procedures, copies of transcripts, and similar items are proprietary to and shall be considered trade secrets and confidential information remaining the property of HTE or HTE's vendors. Customer agrees that it will not disclose to any third party at any time (either during or after termination of this Agreement) any trade secrets or any other secrets or confidential information learned by Customer in connection with this Agreement. All documentation shall be returned to HTE upon termination of this Agreement. All original input data items remain the property of Customer and will be returned pursuant to Customer's instructions, so long as Customer is not in breach of this Agreement. Customer shall retain or destroy all original input documentation and other documentation in accordance with its own procedures.
- 14.2 The provisions of this Section 14 shall survive termination of this Agreement.

15. **Termination.**

- 15.1 **Termination for Cause.** Either party may terminate this Agreement for cause in the event that the other party materially or repeatedly defaults in the performance of any of its duties and obligations under this Agreement, subject to the following: (i) the non-defaulting party shall provide written notice to the other party of the non-defaulting party's intent to terminate this Agreement, specifying in detail the cause for the default (hereinafter a "Material Default Notice"); (ii) upon receipt of a Material Default Notice, the recipient shall promptly commence curing the specified default (or demonstrate that the default did not occur), provided that the period of time to cure the default (the "Cure Period") shall not exceed (a) ten (10) calendar days in the event of a default in the payment of money, or (b) ninety (90) calendar days for causes other than payment of money (if the cause cannot reasonably be cured within the aforesaid Cure Period, the parties may extend the cure period by mutually agreeing upon a reasonable plan and program for curing the cause); (iii) if the cause is not cured within the prescribed or agreed upon Cure Period, the non-defaulting party may then immediately terminate this Agreement by providing a written notice to the other, stating the cause for termination, and such notice shall not require a cure period.
- 15.2 **Termination for Convenience.** After the first twelve months following the first application Go-Live date, either party may terminate this Agreement upon no less than six (6) months prior written notice to the other party and subject to the rights and obligations provided in Section 15.3 hereof. The party's termination notice shall specify the date of termination. Customer shall be responsible for all Access and other fees, as provided under this Agreement, during the period of time up through and including the termination date.
- 15.3 Upon notice of termination pursuant to Section 15.2, in addition to any other amounts due and payable to HTE, Customer shall pay HTE's then-current standard deconversion fee which will be no more than the sum of the fees incurred under this Agreement for the three (3) months immediately preceding said notice of termination. The foregoing fees shall cover the costs for HTE to provide its standard deconversion services under the terms of Section 15.4. For any other termination by Customer, except a termination for cause, Customer shall pay a termination fee equal to the fees incurred under this Agreement in the month immediately preceding actual termination times the remaining months in the Term. For any termination by HTE pursuant to Section 15.2, Customer's sole and exclusive remedy shall be as provided in Paragraph 9, Credit Toward In-house Licensing, hereof.
- 15.4 Upon termination of this Agreement for any reason and payment of any amounts due to HTE, HTE will provide its standard deconversion services in order to assist Customer in removing its information and placing said information in HTE's standard format for input to another vendor's applications. If Customer converts to a different vendor's applications, HTE agrees to provide all reasonable assistance and documents for said deconversion. In the event Customer requests a non-standard deconversion, HTE shall be entitled to receive compensation for consultation, software and documentation provided to assist in the deconversion on a time and materials basis at the standard prevailing rate then charged by HTE for such services.
- 15.5 Customer's obligation to pay any and all fees or other monies hereunder shall survive termination of this Agreement.

16. **Dispute Avoidance and Dispute Resolution.** Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.
17. **Notices.** Any notice, request, demand, or other communication required or permitted hereunder will be given in writing, communication charges prepaid, to the party to be notified. All communications will be deemed given when received. The addresses for the parties for the purposes of such communication are:

If to Customer:

To the address shown on Page 1 of this Agreement

If to HTE:

SunGard HTE Inc.
 1000 Business Center Drive
 Lake Mary, Florida 32746
 ATTENTION: Contracts/Legal Counsel

A party may change its address only upon written notice to the other party in which case this Agreement will be deemed to have been so modified.

18. **Force Majeure.** Neither party shall be in default by reason of any failure in the performance of this Agreement if such failure arises out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God, acts of the public enemy, acts of government in either its sovereign or contractual capacity, acts of the party whose performance is not sought to be excused, fires, flood, weather, epidemics, quarantine restrictions, strikes, freight embargoes, failure of transmission or power supply, mechanical difficulties with equipment which could not have been reasonably forecasted or provided for, or other causes beyond its sole control. The party so affected will resume performance as soon as practicable after the force majeure event terminates.

19. **Contractual Documents.** This Agreement, along with its Schedule A - Order Form, the Standards Sheet, and any supplements or modifications thereto, contains the complete agreement between the parties with respect to the subject matter hereof. No additional representations, agreements or modifications or amendments to this Agreement hereafter made by a party shall be binding upon either party unless in writing and signed by Customer and accepted in writing by an authorized officer of HTE at its offices in Lake Mary, Florida.

CITY OF ELK GROVE, CA

SUNGARD HTE INC.

 Authorized Signature

 Authorized Signature

 Print Name & Title

 Print Name & Title

 Date

 Date



Helping Government Work Better.

**SunGard HTE Inc. Application Service Provider Agreement
Schedule A - Order Form**

Customer Name: City of Elk Grove, CA

Agreement Number: ELGR-20030508-1

	Yes	No
Initial Order Form	X	
Replacement Order Form		X
Replaces Order Dated		

- Term:** Begins upon signing of the ASP Agreement and continues for **forty-eight (48) months** after Go-Live of first Application. The term "Go-Live" is referred to as Customer's use of the Applications with real data in a production (and not testing) mode.
- Application Groups:** Start-Up Fees and Monthly Access Fees

	SunGard HTE NaviLine Applications and/or Services	Start-Up Fee*	Monthly Access Fee
New Applications	Asset Management II, Cash Receipts, GMBA/Extended Reporting, Work Orders/Facility Management, Purchasing & Inventory, Accounts Receivable, Payroll/Personnel, Applicant Tracking, Fleet Management, Planning & Zoning, Land/Parcel Management, Building Permits, Business Licenses, Code Enforcement, Customer Information System, CIS Handheld Base Integration (ITRON), Document Management Services, QRep Catalogs for A2J, CRJ, GMJ/ERJ, WFJ, PIJ, MRJ, PRJ, FMJ, PZJ, LXJ, BPJ, OLJ, CEJ, CXJ	\$ 84,045.00	\$ 6,394.00
3rd Party Applications	QRep Administrator (1) and End User (5)	2,500.00	417.00
Services	Setup, Implementation, Training, HELP Pass	included in Start-Up	included in Start-Up
Conversions	To Be Determined ¹		
	Subtotal	\$ 86,545.00	\$ 6,811.00
Concurrent Sessions - Monthly Access Fees	Up to 76 Concurrent Sessions		6,460.00
	Total: Monthly Access Fee – Concurrent Sessions		\$ 13,271.00
	Grand Total:	\$ 86,545.00	\$ 13,271.00

*Start-Up Fee is based on use of HTE's Standard ASP Implementation Methodology.

- Payment Terms:**
 Start-Up Fee: Due upon execution of this Order Form.
 Monthly Access Fee: Due each month beginning on the first day of the first month after the first application Go-Live for the upcoming month.
 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 HTE Corporate Travel and Expense Reimbursement Policy. Travel and living expenses actually incurred in prior months for which SunGard HTE is seeking reimbursement, shall also be invoiced monthly.
- Conversion:** Conversion, if provided for herein, or if requested by the Customer after contract execution, will be controlled by the HTE Systems Change Request (SCR) form which will be prepared for the Customer by the HTE Conversion Team Manager. There will be a Two Hundred Fifty dollar (\$250.00) non-refundable processing fee for preparation of each SCR requested by the Customer. HTE will proceed on the SCR when the signed SCR is returned with the Customer's authorization along with fifty percent (50%) payment, which includes the non-refundable processing fee. The final fifty percent (50%) payment is due upon completion. Data must be given to HTE in an IBM compatible format on a specified magnetic media and must match data field definition. Input data file clean up shall be the responsibility of the Customer. Additional conversion, if necessary, will be invoiced at the prevailing rate per hour. It is agreed that no two systems and file structures are exactly alike and there may be a need for some manual conversion efforts to take place along with the electronic conversion. SCR form(s) for any conversion services included in this Supplement are attached for Customer signature and return to HTE along with this Supplement.

Customer understands that conversions on certain Applications may be necessary in order to use Customer's existing data. Should Customer elect such, conversion services and corresponding costs may be provided under separate cover.

5. **Attachments:** The following are hereby attached and made a part hereto:
- a. SCR 2003-2202
 - b. Standards Sheet
 - c. Attachment "A" – Conversion Price Guide;

This Schedule A - Order Form is entered into under the terms and conditions of the SunGard HTE Inc. Application Service Provider Agreement between the parties. The attached Standards Sheet is applicable to the services ordered above.

CITY OF ELK GROVE, CA

SUNGARD HTE INC.

Authorized Signature

Authorized Signature

Print Name & Title

Susan D. Falotico, Chief Financial Officer

Print Name & Title

Date

July 24, 2003

Date

SunGard HTE Inc. (HTE) Application Service Provider Agreement
Standards Sheet
(Attachment to Schedule A - Order Form)

System Availability

The scheduled hours of availability for the Host Computer Systems are as follows (Customer local time)

Days	Scheduled Availability
Monday - Friday	24 hours
Saturday	24 hours (unless otherwise notified)
Sunday	Reserved for system maintenance, upgrades, etc.
Holidays (falling on Monday - Friday)	24 hours (unless otherwise notified)

Night Processing

Specified processor intensive jobs, as determined by HTE, shall be run during the night processing time frame (1 a.m. to 5 a.m.) Examples of these jobs include Utility Bill generation and Tax Notice generation

System Backups

Daily System Backups

Daily data backups will begin at 1 a.m. (Customer local time) Monday through Friday. All Customer data, system configurations, security data, Customer folders, and other necessary Customer data shall be saved as necessary.

Weekly System Backups

Weekly system backups will begin at 1 a.m. (Customer local time) on a day appropriate to the week being backed up. At this time a full system backup will be performed. This will include all system programs, Customer data, system configurations, and security data.

System backups will be rotated to an off-site storage facility.

Restores

Individual Customer restores will be performed on an as needed basis taking into consideration, both Customer and Host Computer Systems functionality, availability, and necessity

System Administration

HTE will provide for system administration of the Host Computer Systems (including the host iSeries 400 system and associated host site hardware and communications infrastructure), including but not limited to:

System Monitoring

The Host Computer Systems will be monitored on a 24-hour basis through the use of automated monitoring software and/or hardware as select by HTE. System operations to be monitored include:

- Subsystems - to ensure they are active, operational, and without pending errors messages.
- Job queues - to ensure they are active, operational, and attached to the correct subsystems
- Critical system messages - Monitoring for hardware errors, system functionality errors, operating system errors, system integrity errors, etc.
- System and Network Information - Samples of system and network information to be monitored include:
 - DASD (Disk storage),
 - Total utilization
 - RAID protection
 - Drive failures
 - Disk drive error rates
 - CPU Utilization,
 - Total number of jobs in the system,
 - Interactive response time,

- Communication line availability,
- Internet Connectivity from the Host Computer Systems to the Internet,
- Memory pool faults,
- Security violation attempts,
- System service starts and ends,
- Backup completion,
- UPS monitoring, and
- Other pertinent system information as determined by HTE

System Maintenance

HTE will provide all necessary Host Computer Systems and network maintenance as deemed appropriate and necessary by the System Administrator and/or associated staff. ("System Administrator" is the individual designated by HTE who is responsible for the operation of the Host Computer Systems.) Appropriate and necessary maintenance shall be determined through the use of standard iSeries 400 and network monitoring and performance analysis tools

Program Temporary Fixes (PTF's)

IBM licensed program fixes and upgrades, including cumulative PTF's, shall be applied to the host iSeries 400 system as required to maintain operating functionality and currency. These PTF's will be temporarily applied until their effectiveness is determined. All non-emergency IBM PTF applications will be performed outside of normal business hours.

Emergency situations will be handled on a case-by-case basis in such a manner as to provide the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity.

The primary Customer contact will be notified, via the on file e-mail address, prior to IBM PTF installation and application.

Hardware Maintenance and Upgrades

Hardware maintenance and upgrades will be performed outside of standard business hours whenever possible.

Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity.

The primary Customer contact will be notified, when possible, via the on file e-mail address, prior to hardware upgrades being performed.

Software Upgrades

Software maintenance and upgrades will be performed outside of standard business hours whenever possible.

Emergency situations will be handled on a case-by-case basis in such a manner as to provide the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity.

The primary Customer contact will be notified, via the on file e-mail address, prior to any software upgrades and/or software changes being made.

System Security (Logical)

System security values will be set to provide for system integrity and data security as deemed appropriate by HTE. This will include such items as password length and makeup, change intervals, system security level, etc.

User profiles, with all object authority, will be limited to the standard system security profile and the System Administrator profile. Sign-on information for these two profiles will be secured with the Director of HTE or his designee and the System Administrator.

Customer user profiles will only have access to appropriate Customer data.

Security auditing will be enacted to provide for the ability to audit security violations, changes, etc., with periodic system security reviews conducted by HTE.

Host site security will include implementation of an industry standard firewall, secure sockets layer, virtual private networks, IP address translation, and/or a combination thereof.

Hardware Requirements

The following are minimum hardware requirements to enable Customer to access the host site iSeries 400 system. These requirements do not take into account any local any network configuration or requirements, which are the responsibility of Customer.

Personal Computers:

- IBM-compatible personal computer with a recommended minimum configuration of
 - Pentium 233MHz or higher with Microsoft Internet Explorer 5.5 or above and Microsoft Virtual Machine installed
 - 64Mb RAM – minimum, 128 recommended.
 - 2 GB available disk space per PC.
 - Internet connectivity as described in connectivity standards.

Printers:

- PC attached printers -
 - Windows certified compatible IBM, HP, or Lexmark laser printer
- Network printers -
 - IBM, HP, or Lexmark laser printers with TCP/IP addressable Ethernet print server.
- Other printers will be evaluated on a case-by-case basis for compatibility with standard IBM Client Access, HTE GUI, and application software.

Recommended Customer Connectivity:

- Internet access accounts provided by Customer selected ISP, with static TCP/IP address or T-1
- 64K or higher dedicated Internet connectivity (responsiveness is directly affected by connectivity selected) Dial up connections will provide extremely limited performance and may not be acceptable to the end user.
- At least one PC with analog modem (for backup connectivity).

Host Site Performance Targets

Performance monitoring and tuning will be performed as necessary to maintain an average iSeries 400 system interactive response time of 20 seconds or less when measured over a 1-hour period during normal business hours.

iSeries 400 performance monitoring will be conducted on an as needed basis. Monitoring shall be done during (no less than) four randomly selected one-hour periods within each calendar month. A summary of the performance statistics shall be made available for Customer review upon Customer request.

HTE is not responsible for Internet connectivity and/or performance outside the internal HTE host site infrastructure.

Standard Application Support

HTE provides Standard Application Support 24hours a day, 365 days per year.

Application software upgrades will occur from time to time. Customers will be informed of these upgrades including documentation.

Customers will be provided a toll-free support line and Internet email address for accessing support services.

Customers will be provided standard application documentation.

System Hardware Support

Host site technical hardware and host operating system support shall be provided 24hours a day, 365 days per year. This includes support for technical issues related to Host Computer Systems access, hardware operations, and Host Computer Systems functionality.

HTE is not responsible for Customer hardware, Internet access, and/or connectivity issues. HTE will provide guidance to Customer in obtaining technical support for on-site hardware and connectivity issues.

Start-Up Services

Implementation HTE will work with Customer to provide a detailed implementation and Training schedule.



Helping Government Work Better.™

HTE, Inc.
SYSTEM CHANGE REQUEST

CLIENT: Elk Grove, CA (ELGR)	SCR NUMBER: 2003-2202
APPLICATION: CX - Customer Information System	DATE: 07/10/2003
REQUEST DESCRIPTION	
<p>Client is requesting the interface with the Customer Information System and the Itron hand held for meter readings. Correct version of Itron will be needed prior to installation. Any changes to the base programs will require an additional SCR. If the client upgrades the Handheld devices there will be a fee charged for a new interface.</p> <p>Any other changes will require an Additional SCR.</p> <p>NOTE: Request will be: _ = One Time Process, <u>XX</u> = Custom Modification, _ = Base Feature If Custom Modification then the estimated future cost for retrofitting this work is: 2 objects</p>	
	TOTAL COST: \$ Included
HTE, INC. CONFIRMATION: <i>RoseAnn Hunter</i>	DATE: 7/10/03
CLIENT AUTHORIZATION:	DATE:
REQUESTED COMPLETION DATE:	

INSTRUCTIONS:

- 1) This document must be signed and returned within 30 days of receipt. This quotation is only valid for 30 days. Unreturned and unsigned SCRs will automatically be cancelled after 30 days.
 - 2) Return a faxed, signed copy to HTE (407-304-1065).
 - 3) Maintain a copy for your records
 - 4) Upon receipt of the fax, it will be processed through the HTE Accounting Department for invoicing
- INFORMATION**
- 5) On site installation and training is not included in cost unless specified above.
 - 6) If your organization has a modification maintenance agreement (\$100.00/modified object), this modification will become part of the plan. If you do not have an agreement, you are responsible for the cost to retrofit this mod into new releases.

INVOICE –

- For billing inquiries regarding this SCR, please use the number located at the top right of this form.
- Please remit 50% of the total cost to HTE’s Accounting Department referencing this SCR #. Programming will not begin until the 50% payment is received.
- Prices are quoted in U.S. dollars.

City of Elk Grove Conversion Price Guide

Application	Price	Conversion Services
GMBA – financials	\$6,500	<ul style="list-style-type: none"> • GL Vendor Master File • Purchasing Vendor Master • G/L Account Balance Forward
Payroll	\$6,500	<ul style="list-style-type: none"> • Demographics • "To-Date" Amounts • Time Accruals (PTO, SICK, VAC, etc.) • Deductions (ABT, TAX, Regular, Additional Pay, Benefits) • Net Gross Pay
Accounts Receivable	\$7,500	<ul style="list-style-type: none"> • Customer Master • Current Open Balances
Asset Management	\$2,500	<ul style="list-style-type: none"> • Asset Master Information • Depreciation/Non Depreciation Information
Land/Parcel Management	\$7,500	<ul style="list-style-type: none"> • Unique Parcel Key • Alternate ID • One consistently formatted Main Location Address • Owner Name with two lines of address – Owner history is not included. • One Related Party with two lines of address • Zip codes – Client must populate Zip cod file with city, state, zip • Zoning information – Use Zone, Property Acreage, Subdivision, Township, Inside/outside code and Property code. Must use the current codes in the data. • 5 User defined codes or Miscellaneous codes not to include Sub codes. • Legal Description • Includes an update process if the input data files do not change. <p>No history of splits and combines will be converted. Reports included are error and accepted details with summary options Processing options included are edit or updated mode and options to update main owner and owner's address. Note: Simple data files (no more than three) provided by client externally described. Documentation on file and fields provided by client.</p>
Business Licenses	\$10,000	<ul style="list-style-type: none"> • Business Master • License Master – One type of license • Names Master • License/Additional Requirements – five requirements • License Receipts Master • No addresses will be created in HTE's Land Management system.

Building Permits	\$10,000	<ul style="list-style-type: none"> • Contract Master, Contract Miscellaneous Information – up to 10 Misc. notes • Application Master • Structure Master File, Structure Information file – up to 10 fields of structure data code information • Permit Master File • Inspection Master File, Comments, Results • Names Master File •
Planning Zoning	\$12,000	<ul style="list-style-type: none"> • Project Master • Project Data – up to 10 fields of Project data code information • Permit Master File • Project Names Master • Project/Location Master • No documents or Reviews are included
Code Enforcement	\$10,000	<ul style="list-style-type: none"> • Case Master • Names for Notices • Case Data – up to 10 fields of Case data code information • Case Action • Inspections, Inspections Text • Violations
Customer Information Systems and Utility Billing	\$15,000	<ul style="list-style-type: none"> • Location Information – Location Address (non matching to existing Land Management locations), Services at location (one meter per metered service and Miscellaneous Information Codes. • Customer Information – Name/Mailing Address, Services Billed, Cash Deposits (no transfers, refunds, billed or non cash) and Miscellaneous Information codes • Meter Inventory – Assigned to location service only • Reading History – Header with most recent detail only • Billing /Adjustment History – Header records only • Payment History – Header records only • Accounts Receivable – Aged lump sums only (total balance forward for each accounted aged from last billed date, i.e. one receivable record written per account)

**Elk Grove, California (ASP)
Preliminary Implementation Plan**

ID	Task Name	Start	Finish	Duration	Jul 03	Aug 03	Sep 03	Oct 03	Nov 03	Dec 03	Jan 04	Feb 04	Mar 04	Apr 04	May 04	Jun 04	Jul 04	Aug 04	Sep 04	Oct 04	Nov 04	Dec 04	Jan 05
1	Elk Grove, California - ASP version	Fri 8/15/03	Fri 8/15/03	0 days																			
2	Sign Contract	Fri 8/15/03	Fri 8/15/03	0 days																			
3	Contract Execution	Fri 8/15/03	Wed 12/15/04	349 days																			
4	Project Management	Fri 8/15/03	Wed 12/15/04	349 days																			
5	Kickoff Meeting	Fri 8/15/03	Mon 8/18/03	2 days																			
6	Meet with Product Teams	Fri 8/15/03	Mon 8/18/03	2 days																			
7	Finalize Workplan	Tue 8/19/03	Mon 9/1/03	10 days																			
8	Set up status meeting schedule	Tue 9/2/03	Tue 9/2/03	1 day																			
9	Track & Resolve Issues	Tue 9/2/03	Wed 12/15/04	337 days																			
10	Conduct Status Meetings	Tue 9/2/03	Wed 12/15/04	337 days																			
11	Prepare Monthly Status Reports	Tue 9/2/03	Wed 12/15/04	337 days																			
12	Maintain Work Plan	Tue 9/2/03	Wed 12/15/04	337 days																			
13	Maintain Project Budget	Tue 9/2/03	Wed 12/15/04	337 days																			
14	Confirm all training visits 2 weeks prior	Tue 9/2/03	Wed 12/15/04	337 days																			
15	Review Trip Report after each visit	Tue 9/2/03	Wed 12/15/04	337 days																			
16	Pre-Qualifying Questionnaires	Fri 8/15/03	Thu 8/28/03	10 days																			
17	Complete Questionnaires and Send to HTE	Fri 8/15/03	Thu 8/28/03	10 days																			
18	Phase One	Mon 9/1/03	Thu 4/8/04	159 days																			
19	Land Management	Mon 9/1/03	Mon 9/1/03	1 day																			
20	LX Web Training	Mon 9/1/03	Mon 9/1/03	1 day																			
21	Business Licenses (OL)	Tue 9/16/03	Fri 10/24/03	29 days																			
22	OL 1st Training Visit	Tue 9/16/03	Wed 9/17/03	2 days																			
23	OL Go Live Visit	Thu 10/23/03	Fri 10/24/03	2 days																			
24	Building Permits (BP)	Thu 9/18/03	Fri 12/5/03	57 days																			
25	BP 1st Training Visit	Thu 9/18/03	Fri 9/19/03	2 days																			
26	BP 2nd Training Visit	Mon 10/27/03	Wed 10/29/03	3 days																			
27	BP Go Live Training	Thu 12/4/03	Fri 12/5/03	2 days																			
28	Code Enforcement (CE)	Mon 12/8/03	Mon 1/19/04	31 days																			
29	CE 1st Training Visit	Mon 12/8/03	Wed 12/10/03	3 days																			
30	CE Go Live Visit	Thu 1/15/04	Mon 1/19/04	3 days																			
31	Planning & Zoning (PZ)	Tue 1/20/04	Thu 4/8/04	58 days																			
32	PZ 1st Training Visit	Tue 1/20/04	Thu 1/22/04	3 days																			
33	PZ 2nd Training Visit	Fri 2/27/04	Tue 3/2/04	3 days																			
34	PZ Go Live Visit	Wed 4/7/04	Thu 4/8/04	2 days																			
35	Work Orders (WF)	Tue 9/30/03	Fri 12/19/03	59 days																			
36	WF 1st Training Visit	Tue 9/30/03	Thu 10/2/03	3 days																			
37	WF 2nd Training Visit	Fri 11/7/03	Tue 11/11/03	3 days																			
38	WF Go Live Visit	Wed 12/17/03	Fri 12/19/03	3 days																			
39	Phase Two	Fri 1/2/04	Fri 4/30/04	88 days																			
40	General Ledger, Accounts Payable, & Budgets (GM) with Extended Reporting (ER)	Fri 1/2/04	Wed 4/7/04	89 days																			
41	GM 1st Training Visit	Fri 1/2/04	Tue 1/6/04	3 days																			
42	GM 2nd Training Visit	Wed 2/18/04	Mon 2/23/04	4 days																			
43	GM/ER Go Live	Tue 4/6/04	Wed 4/7/04	2 days																			
44	Purchasing/Inventory (PI)	Wed 1/7/04	Fri 4/9/04	88 days																			
45	PI 1st Training Visit	Wed 1/7/04	Thu 1/8/04	2 days																			
46	PI 2nd Training Visit	Tue 2/24/04	Thu 2/26/04	3 days																			
47	PI Go Live Visit	Thu 4/8/04	Fri 4/9/04	2 days																			
48	Miscellaneous Receivables (MR) with Cash Receipts (CR)	Tue 3/9/04	Fri 4/30/04	39 days																			
49	MR 1st Training Visit	Tue 3/9/04	Fri 3/12/04	4 days																			
50	MR Go Live Visit	Mon 4/26/04	Wed 4/28/04	3 days																			
51	CR Only Training Visit	Thu 4/29/04	Fri 4/30/04	2 days																			
52	Fixed Assets (FA)	Thu 4/29/04	Thu 4/29/04	1 day																			
53	FA Web Training	Thu 4/29/04	Thu 4/29/04	1 day																			
54	Phase Three	Tue 8/1/04	Mon 12/6/04	135 days																			
55	Payroll/Personnel (PR)	Tue 8/1/04	Tue 9/7/04	71 days																			
56	PR 1st Training Visit	Tue 8/1/04	Fri 8/4/04	4 days																			
57	PR 2nd Training Visit	Mon 7/19/04	Thu 7/22/04	4 days																			
58	PR Go Live Visit	Fri 9/3/04	Tue 9/7/04	3 days																			
59	Applicant Tracking (AT) (AS/400 Based)	Wed 9/8/04	Thu 9/9/04	2 days																			
60	AT Web Training	Wed 9/8/04	Thu 9/9/04	2 days																			
61	Customer Information Systems (CX)	Thu 7/1/04	Fri 11/26/04	107 days																			
62	CX 1st Training Visit	Thu 7/1/04	Tue 7/6/04	4 days																			
63	CX 2nd Training Visit	Wed 8/18/04	Mon 8/23/04	4 days																			
64	CX 3rd Training Visit	Tue 10/5/04	Fri 10/8/04	4 days																			
65	CX Go Live Visit	Mon 11/22/04	Fri 11/29/04	5 days																			

All dates used are for illustrative purposes only. No dates have been reserved for conversions or training. Once a contract has been signed a PM will develop a detailed plan, including confirmed dates, resources, and tasks which may vary from this plan.

**Elk Grove, California (ASP)
Preliminary Implementation Plan**

ID	Task Name	Start	End	Duration	Jan 03	Aug 03	Sep 03	Oct 03	Nov 03	Dec 03	Jan 04	Feb 04	Mar 04	Apr 04	May 04	Jun 04	Jul 04	Aug 04	Sep 04	Oct 04	Nov 04	Dec 04	Jan 05	
65	PM Management (PM)	Thu 7/1/04	Fri 8/20/04	37 days																				
66	PM 1st Training Visit	Thu 7/1/04	Tue 7/6/04	4 days																				
67	PM 2nd Training Visit	Wed 8/19/04	Fri 9/20/04	3 days																				
68	PM Go Live Visit	Wed 12/1/04	Mon 12/6/04	4 days																				
69	ORSP (Ad Hoc Report Writer) Installation/Training	Wed 12/1/04	Mon 12/6/04	4 days																				
70																								

All dates used are for illustrative purposes only. No dates have been received for conversions or training. Once a contract has been signed, a PM will develop a detailed plan including confirmed dates, resources, and tasks which may vary from this plan.