

## **FIRST AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT ("Amendment") made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016, amends the Agreement entered into between the CITY OF FRESNO, a municipal corporation ("City"), and SUNGARD PUBLIC SECTOR, LLC ("SunGard"). The City and SunGard are collectively referred as the "Parties" in this Amendment.

### **RECITALS**

WHEREAS, City and SunGard entered into an Agreement dated March 31, 2009, SunGard Public Sector LLC Application Service Provider Agreement ("Agreement"), for software hosting services; and

WHEREAS, City and SunGard extended the Agreement for an additional five-year term through April 1, 2019; and

WHEREAS, City and SunGard now desire to modify the Agreement by acquiring additional software to implement SunGard's Fusion Web-based interface product.

### **AMENDMENT**

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual promises herein, and for good and valuable consideration hereby acknowledged, the Parties hereby agree that the aforesaid Agreement is amended as follows:

1. SunGard shall provide additional services to include implementation and consulting for SunGard's Fusion product as described in Exhibit A, Add-On Quote, attached hereto and incorporated herein by reference.
2. SunGard's compensation for performance of all services required or rendered pursuant to this Amendment for the first year shall be \$10,960.00 which includes 1 year of software subscription fees.
3. SunGard's compensation for subsequent years after the first year shall be an additional \$6,280.00 annually for Fusion software subscription fees.
4. The access fees specified in the Application Service Provider Agreement will increase to \$280,052.32 yearly.
5. This Amendment shall become part of and subject to the terms and conditions of the Agreement, which except as modified herein, remains unchanged and in full force and effect.
6. Should any term or condition expressly set forth in this Amendment conflict with the terms and conditions of the Agreement, the terms and conditions expressly set forth in this Amendment will prevail.

7. Unless otherwise defined in this Amendment, capitalized terms used herein shall have the meanings assigned to such terms in the Agreement.

8. By signing below, the undersigned certify that they have read and understand, and agree to be legally bound by, this Amendment.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,  
a California municipal corporation  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SUNGARD PUBLIC SECTOR, LLC  
By: Jillian Macau  
Name: Jillian Macau  
Title: GM Public Admin Mid Market  
(If corporation or LLC, Board Chair, Pres. or Vice Pres.)

ATTEST:  
YVONNE SPENCE, CMC  
City Clerk  
By: \_\_\_\_\_  
Deputy

By: Lisa Neumann  
Name: Lisa Neumann  
Title: Controller  
(If corporation or LLC, CFO, Treasurer, Secretary or Assistant Secretary)

APPROVED AS TO FORM:  
DOUGLAS T. SLOAN  
City Attorney  
By: Amanda Ferrer  
Date: 10/5/16  
Deputy City Attorney

Addresses:  
CITY:  
City of Fresno  
Attention: Bryon Horn  
Assistant CIO  
2600 Fresno Street, Room 1059  
Fresno, CA 93721  
Phone: (559) 621-7119  
FAX: (559) 457-1045

SUNGARD:  
SunGard Public Sector, LLC  
Attention: Lisa Neumann  
Controller  
Address: 1000 Business Center Drive  
Lake Mary, FL 32746  
Phone: (407) 304-3090  
FAX:

Attachments:  
Exhibit A – SunGard Public Sector – Add-On Quote