

**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 11.2
(ID # 11115)

MEETING DATE:

Tuesday, December 10, 2019

FROM: FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Ratify and Authorize the Purchasing Agent to issue a Purchase Order for annual software maintenance and support renewals with Superion, a CentralSquare Company, for Finance Enterprise Software Without Seeking Competitive Bids for a 3-Year Term, All Districts. [Total Software Maintenance and Support Cost \$220,668 – District Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Authorize the Purchasing Agent to issue a Purchase Order for annual software maintenance and support with Superion, a CentralSquare Company, for the ONESolution Finance Enterprise (FE) system and its Disaster Recovery Services without seeking competitive bids for an aggregate amount of \$220,668 (FY2019-20 \$68,642, FY2020-21 \$73,447 and FY2021-22 \$78,579) for three years through June 30, 2022.

ACTION: Policy

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

10/15/2019

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: December 10, 2019
xc: Flood

Kecia R. Harper
Clerk of the Board

By:
Deputy

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$68,642	\$73,447	\$220,668	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 48080-947320-523840 Data Processing Computer Equipment (District ISF Fund) – 100%			Budget Adjustment:	No
			For Fiscal Year:	19/20 – 21/22

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The ONESolution finance enterprise software solution (formerly IFAS) has served as the District's fully integrated, comprehensive project cost accounting system since the early 1990s. The finance enterprise system, developed and upgraded over the past 29 years, records all financial data for the District in a General Ledger and in a Project Ledger. It supports the District's 18-digit, segmented project string that allows for reporting by stages and by specific activities of a project. Both the General Ledger and the Project Ledger function as one ledger and thereby financial data is posted simultaneously at a summary and detail level, respectively.

Project financial data is utilized by all District staff in everyday work processes to effectively account for, manage and budget costs for design, construction and maintenance of flood control, water reclamation and conservation projects, educational programs, District administration, enterprise and internal service functions, reimbursements, contract management, inventory and financial reporting. Legacy data is available in all phases of the project life and is incorporated in business processes throughout the District.

Software maintenance and support services include software upgrades and technical support for ONESolution finance enterprise, including COGNOS reporting software and Disaster Recovery Services. The Disaster Recovery Services environment is a remote copy of the ONESolution finance enterprise software database that can be deployed in the event of a disaster or major emergency. Technical support is necessary to receive software updates and to resolve any software issues and/or system malfunctions that may arise. Software updates include periodic patches and new version releases at no additional cost to the District.

This is a sole source purchase. Software maintenance and support of the ONESolution finance enterprise system and the Disaster Recovery Services are proprietary to Superior, a CentralSquare Company. No other supplier provides the necessary upgrades, license renewals and technical support for the system.

Riverside County Information Technology via TSOC approved H-11 #PR2019-09097 on September 26, 2019.

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

Riverside County Purchasing approved the Sole Source Justification pending Board of Supervisor approval on October 15, 2019.

Impact on Residents and Businesses

The ONESolution finance enterprise system captures cost data for District administration and projects. The system facilitates financial reporting to District management and citizens within District boundaries about flood control projects that directly benefit their communities.

Additional Fiscal Information

Source of Funds:

The District is funding the software maintenance and support costs from its Data Processing internal service fund. Sufficient funding is available in the District's budget for Fiscal Year 2019-20 and will be included in its budget for Fiscal Years 2020-21 and 2021-22.

Contract History and Price Reasonableness:

The cost of renewal has not risen over 5% in the past several years. The overall cost in FY2018-19 for the same services (\$66,256) is increasing 3.5% when compared to the FY2019-20 cost (\$68,642). The maintenance and support cost is projected to increase by no more than 6.9% on average over each of the next 2 years. Projected increases are attributable to software development driven by advancement in the technology market.

Annual Software Maintenance and Support Cost Summary:

\$68,642	Fiscal Year 19/20 ONESolution FE and Disaster Recovery
\$73,447	Fiscal Year 20/21 ONESolution FE and Disaster Recovery
\$78,579	Fiscal Year 21/22 ONESolution FE and Disaster Recovery
<hr/>	
\$220,668	Total 3-Year Annual Software Maintenance and Support Cost


ATTACHMENTS:

1. Riverside County Purchasing Sole Source Justification Form – Approved
2. Riverside County Information Technology Procurement Form – Approved
3. Superior, a CentralSquare Company, Sole Source Confirmation Letter
4. Superior, a CentralSquare Company, 3-Year Cost Proposal Breakdown of Annual Software Maintenance and Support Services.

JJR:se
P8/227762

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**


Tina Grande, Assistant Purchasing Director 11/22/2019


Jason Farin, Senior Management Analyst 12/3/2019

From: RCIT H-11 System
To: Goller, Ruit
Subject: H-11 Procurement Request - Recommended: PR2019-09097.CRM:0059605
Date: Friday, September 27, 2019 11:28:50 AM

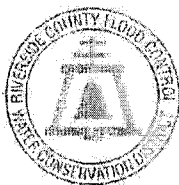
Your H-11 procurement request ONE Solution IFAS Software Renewal submitted on 8/14/2019 7:49 AM has been recommended by TSOC. At this time, you will need to complete your departmental procurement process.

H-11 Procurement Number:
PR2019-09097

Description:
Multi Year Renewal of the Annual Maintenance and Support for Financials, Cognos, Stores Inventory, Contract Management Software and Micro Focus Runtime, and TEST and Disaster Recovery Services.

email vote 9/26/2019 recommended.

Sincerely,
RCIT H-11 System



MEMORANDUM
RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

October 9, 2019

TO: Board of Supervisors
VIA: Marilyn Weisenberg, Administrative Services Analyst II, 951.955.4348 or ext. 54348
FROM: Jason E. Uhley, General Manager-Chief Engineer *JEU*
RE: Sole Source Procurement – Superior
Request for Annual Maintenance and Support Renewals for Financials, Cognos, Stores Inventory,
Contract Management, Micro Focus Runtime, and TEST and Disaster Recovery Services

The information provided below is in support of the District requesting approval for a sole source. *(Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.)*

1. **Supplier being requested:** Superior
2. **Vendor ID:** 0000211737
3. **Single Source** **Sole Source**
4. **Have you previously requested and received approval for a Sole or Single Source request for this vendor for your department?**
 Yes **NO**

SSJ# 17-113

- 4a. **Was the request approved for a different project?**
 Yes **NO**
5. **Supply/Service being requested:** Annual maintenance and software support for Superior Integrated Financial Administrative Solution (IFAS) applications and Disaster Recovery Services.
6. **Unique features of the supply/service being requested from this supplier:** Proprietary letter is attached to this request.
7. **Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:** The District has used the Superior fully Integrated Financial Administrative Solution (IFAS) system in excess of 20 years. The software allows the District to generate reports and compile data at the general ledger (summary) and project ledger (detailed) level for the purpose of project cost accounting, project management, budgeting and financial reporting. The software accommodates the District's comprehensive 18-digit project number string which is used by all staff throughout the District to achieve its limited purpose of design, construction and maintenance of flood control facilities and for water reclamation and conservation projects as well. Legacy data is preserved in all phases of the project life and is incorporated in the District's business processes in each of its

October 3, 2019

TO: Riverside County Purchasing Department
RE: Sole Source Procurement – Superior
 Request for Annual Maintenance and Support Renewals for Financials, Cognos, Stores Inventory, Contract Management, Micro Focus Runtime, and TEST and Disaster Recovery Services

Divisions/Sections. IFAS interfaces with the County's PeopleSoft Financial System General Ledger and Accounts Payables module, and with the PeopleSoft HRMS system for time reporting and payroll to reduce duplicate data entry and prevent/minimize errors. The Business Intelligence, Data Analytics and Report writing features of this software enables the District to more accurately budget and forecast Capital Improvement Projects (CIP) in the near term and for the future. The test environment is a duplication of the production environment to thoroughly test new software developments to accommodate future needs in a real time situation before actual implementation or "go-live." The Disaster Recovery environment is a remote copy of the District's IFAS database and in the event of a natural disaster, the District can be up and running in a matter of hours. Overall, the IFAS system is a cost effective accounting tool that supports efficient processes and provides the necessary tools for the District's staff to be more productive and accurate in their estimation of project costs for project management purposes. It has proven to be an essential resource that is heavily relied on by all levels of staff.

8. **Period of Performance:** From: July 1, 2019 to June 30, 2022
 (total number of years)

Is this an annually renewable contract? Yes No
 Is this a fixed-term agreement? Yes No

9. **Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.**


Description:	FY 19/20	FY20/21	FY21/22	Total
One-time Costs:	\$39,685.80	\$42,463.80	\$45,436.27	\$127,585.87
	28,955.98	30,982.90	33,151.70	93,090.58
<i>OS Software Maintenance & Disaster Recovery Services</i>				
Total Costs:	\$68,642	\$73,447	78,588	220,676

10. **Price Reasonableness:** The cost of renewal has not risen over 5% in the past several years. The overall cost of \$66,255.31 in 18/19 for the same services is increasing 3.4% when compared to the 19/20 cost of \$68,641.78. Superior has provided a spreadsheet that offers a projected cost for the future 2 years of renewal that takes into account an annual estimated increase of up to 7%.

H-11 Approval with TSOC approval September 27, 2019 PR2019-09097

11. **Projected Board of Supervisor Date (if applicable):** October 22, 2019

TO: Riverside County Purchasing Department
RE: Sole Source Procurement – Superior
 Request for Annual Maintenance and Support Renewals for Financials, Cognos, Stores Inventory, Contract Management, Micro Focus Runtime, and TEST and Disaster Recovery Services

 Robert J. Cullen 9 Oct 2019
 Department Head Signature Print Name Date
 (Or designee)

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve

Approve with Condition(s)

Disapprove


Condition(s):

Not to exceed:

One-time \$ _____

Annual Amount \$ _____ / per fiscal year through _____ (date)
 (If Annual Amount Varies each FY)

FY 19/20: \$ 68,642 / 20/21: \$ 73,447 / 21/22: 78,508

 10/01/19 20-064
 Purchasing Agent Date Approval Number
 (Reference on Purchasing Documents)

List Attachments:

- Draft Form 11 with estimated Board date of 10/22/2019
- Proprietary Letter
- RCIT H-11 / TSOC Approval
- Price Quote

MW:mc
 P8/227725

SUPERION

Code	Sold To	Contract #	Application	Qty	7/1/19-6/30/20	7/1/20-6/30/21	7/1/21-6/30/22
6003L	Riverside County Flood Control District, CA	RIVER-4	OS - Master Services	4	1,603.43	1,715.67	1,835.77
6003L	Riverside County Flood Control District, CA	91559	OS - Micro/Local Programs	1	254.97	272.82	291.92
6003L	Riverside County Flood Control District, CA	RIVER-4	OS - General Ledger	1			
6003L	Riverside County Flood Control District, CA	RIVER-4	OS - Job Project Ledger	1			
6003L	Riverside County Flood Control District, CA	RIVER-4	OS - Budget Item Detail	1			
6003L	Riverside County Flood Control District, CA	RIVER-4	OS - Accounts Payable	1			
6003L	Riverside County Flood Control District, CA	RIVER-4	OS - Accounts Receivable/Cash Receipts	1			
6003L	Riverside County Flood Control District, CA	RIVER-4	OS - Bank Reconciliation	1			
6003L	Riverside County Flood Control District, CA	RIVER-4	OS - Purchasing	1			
6003L	Riverside County Flood Control District, CA	RIVER-4	OS - Fixed Assets	1			
6003L	Riverside County Flood Control District, CA	RIVER-4	OS - Payroll	1			
6003L	Riverside County Flood Control District, CA	RIVER-4	OS - Lima Card On-Line	1			
6003L	Riverside County Flood Control District, CA	RIVER-4	OS - Click Drag & Drill (Report Writer)	1			
6003L	Riverside County Flood Control District, CA	RIVER-4	OS - Easy Laser Forms	1			
6003L	Riverside County Flood Control District, CA	RIVER-4	OS - Documents On-Line	1			
6003L	Riverside County Flood Control District, CA	RIVER-4	OS - 7i	1			
6003L	Riverside County Flood Control District, CA	RIVER-4	OS - Hassle Free Support	1	26,592.80	30,669.30	32,815.15
6003L	Riverside County Flood Control District, CA	RIVER-4	OS - Support	1	36,521.39	32,857.79	34,913.84
			Total				

Bill to Riverside CO.

Code	Sold To	Contract #	Application	Qty	7/1/19-6/30/20	7/1/20-6/30/21	7/1/21-6/30/22
6003L	Riverside County Flood Control District, CA	121024	OS - OnSite Mail System	1	2,699.94	2,688.94	3,091.16
6003L	Riverside County Flood Control District, CA	5816	OnSite Mail System	1	2,261.66	2,419.03	2,899.37
6003L	Riverside County Flood Control District, CA	3692	OnSite Mail System	1	2,967.10	3,174.80	3,397.03
6003L	Riverside County Flood Control District, CA	3692	OnSite Mail System	1	573.88	614.05	637.04
			Total		8,502.58	9,097.76	9,734.60

Code	Sold To	Contract #	Application	Qty	6/1/19-7/31/20	6/1/20-7/31/21	6/1/21-7/31/22
6003L	Riverside County Flood Control District, CA	RIVER-3	OS - Disaster Recovery Services	1	28,955.98	30,982.90	33,151.70
			Total		28,955.98	30,982.90	33,151.70

Code	Sold To	Contract #	Application	Qty	6/1/19-5/31/20	6/1/20-5/31/21	6/1/21-5/31/22
6003L	Riverside County Flood Control District, CA	25304	OnSite Mail System	1	661.92	705.25	757.83
			Total		661.92	705.25	757.83

2/1/19 Prepared By JB
8/1/19 Sent to Heather Lewis

NOTES:

Remember a 7% increase is subject to an annual increase of 0.75% per year. We have added a 7% annual increase for 2020 & 2021.
A 7% inflation increase has been applied to your maintenance support for 2020 & 2021. Please budget accordingly.
Please note the above fees provided are an estimate only and that rounding issues do occur so actual fees incurred could be slightly different.
Third party products fees are subject to change by the vendor, please budget accordingly.



A CentralSquare company.

Superion, LLC
1000 Business Center Drive
Lake Mary, FL 32746
(800) 727-8088

08 August 2019.

Riverside County Flood and Water Conservation
1995 Market Street
Riverside, CA 92501

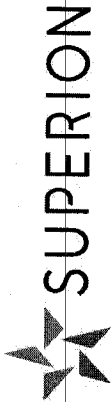
RE: Superior LLC
Sole Source: ONESolution

To Whom It May Concern,

This letter serves to confirm that ONESolution software is a sole source product sold and supplied exclusively by Superior, LLC ("Superion"). Superior is the sole source provider of ONESolution and holds any and all patents, copyrights, and other legal rights to IMC software products, licenses, upgrades, and renewals, and maintenance.

Sincerely,

Lisa Neumann, Controller
Superion, LLC
A CentralSquare Company



Code	Sold To	Contract #	Application	Qty	7/1/19-6/30/20	7/1/20-6/30/21	7/1/21-6/30/22
6003LG	Riverside County Flood Control District, CA	RIVER-MICRO	OS - MicroFocus Runtime-600000081985/600000081986	4	\$ 1,603.43	\$ 1,715.67	\$ 1,835.77
6003LG	Riverside County Flood Control District, CA	91559	TEST - OS - MicroFocus Runtime 600000298869	1	\$ 254.97	\$ 272.82	\$ 291.92
6003LG	Riverside County Flood Control District, CA	RIVER-4	OS - General Ledger	1	\$ -	\$ -	\$ -
6003LG	Riverside County Flood Control District, CA	RIVER-4	OS - Job Project Ledger	1	\$ -	\$ -	\$ -
6003LG	Riverside County Flood Control District, CA	RIVER-4	OS - Budget Item Detail	1	\$ -	\$ -	\$ -
6003LG	Riverside County Flood Control District, CA	RIVER-4	OS - Accounts Payable	1	\$ -	\$ -	\$ -
6003LG	Riverside County Flood Control District, CA	RIVER-4	OS - Accounts Receivable/Cash Receipts	1	\$ -	\$ -	\$ -
6003LG	Riverside County Flood Control District, CA	RIVER-4	OS - Bank Reconciliation	1	\$ -	\$ -	\$ -
6003LG	Riverside County Flood Control District, CA	RIVER-4	OS - Purchasing	1	\$ -	\$ -	\$ -
6003LG	Riverside County Flood Control District, CA	RIVER-4	OS - Fixed Assets	1	\$ -	\$ -	\$ -
6003LG	Riverside County Flood Control District, CA	RIVER-4	OS - Payroll	1	\$ -	\$ -	\$ -
6003LG	Riverside County Flood Control District, CA	RIVER-4	OS - Time Card On-Line	1	\$ -	\$ -	\$ -
6003LG	Riverside County Flood Control District, CA	RIVER-4	OS - Click, Drag, & Drill (Report Writer)	1	\$ -	\$ -	\$ -
6003LG	Riverside County Flood Control District, CA	RIVER-4	OS - Easy Laser Forms	1	\$ -	\$ -	\$ -
6003LG	Riverside County Flood Control District, CA	RIVER-4	OS - Documents On-Line	1	\$ -	\$ -	\$ -
6003LG	Riverside County Flood Control District, CA	RIVER-4	OS - 7i	1	\$ -	\$ -	\$ -
6003LG	Riverside County Flood Control District, CA	RIVER-4	OS - Hassle Free Support	1	\$ -	\$ -	\$ -
6003LG	Riverside County Flood Control District, CA	RIVER-4	OS Support	1	\$ 28,662.90	\$ 30,669.30	\$ 32,816.15
Total					\$ 30,521.30	\$ 32,657.79	\$ 34,943.84

Bill to Riverside CO.

Code	Sold To	Contract #	Application	Qty	7/1/19-6/30/20	7/1/20-6/30/21	7/1/21-6/30/22
6003LG	Riverside County Flood Control District, CA	121024	OS - Contract Management	1	\$ 2,699.94	\$ 2,888.94	\$ 3,091.16
6003LG	Riverside County Flood Control District, CA	5616	OneSolution Stores Inventory	1	\$ 2,261.66	\$ 2,419.98	\$ 2,589.37
6003LG	Riverside County Flood Control District, CA	3602	Cognos - Base Bundle - 1 BIAdmin and Anonymous Cognos BI Enhanced Consumer-ONESolution	1	\$ 2,967.10	\$ 3,174.80	\$ 3,397.03
6003LG	Riverside County Flood Control District, CA	3602	Analytics Explorer-ONESolution	1	\$ 573.88	\$ 614.05	\$ 657.04
Total					\$ 8,502.58	\$ 9,097.76	\$ 9,734.60

Code	Sold To	Contract #	Application	Qty	8/1/19-7/31/20	8/1/20-7/31/21	8/1/21-7/31/22
6003LG	Riverside County Flood Control District, CA	RIVER-3	OS - Disaster Recovery Services	1	\$ 28,955.98	\$ 30,982.90	\$ 33,151.70
Total					\$ 28,955.98	\$ 30,982.90	\$ 33,151.70

Code	Sold To	Contract #	Application	Qty	6/1/19-5/31/20	6/1/20-5/31/21	6/1/21-5/31/22
6003LG	Riverside County Flood Control District, CA	25304	ONESolution Enterprise Core SQL-SQL-IFAS	1	\$ 661.92	\$ 708.25	\$ 757.83
Total					\$ 661.92	\$ 708.25	\$ 757.83

8/1/19 Prepared by JB
8/1/19 Sent to Heather Lewis

NOTES:

Maintenance support is subject to an annual increase of CPI-W plus 2%. We have added a 7% estimated increase for 2020 & 2021.
A 7% estimated increase has been applied to your maintenance support for 2020 & 2021. Please budget accordingly.
Please note the above fees provided are an estimate only and that rounding issues do occur so actual fees invoiced could be slightly different.
Third party products fees are subject to change by the vendor, please budget accordingly.

September 15, 2018

Re: Combination of Superior, TriTech, and Aptean Public Sector

To Whom It May Concern:

This letter is being provided in an effort to clarify the state of current customer agreements with entities involved in the combination of Superior, LLC ("Superior"), TriTech Software Systems ("TriTech") and the public sector business of Aptean, Inc. and Yaletown Acquiror S.à r.l. ("Aptean Public Sector") into a business jointly owned by certain funds affiliated with Vista Equity Partners Management, LLC ("Vista") and certain funds affiliated with Bain Capital Private Equity, LP ("Bain").

Unless you were previously contacted, the transactions alluded to above will not affect your underlying contractual relationship with TriTech, Superior or Aptean Public Sector, or their respective contracting subsidiaries, as the counterparties to those contracts will remain the same, including survivability of your respective Software License and Support Agreement, and provision of the following services covered under maintenance:

- User guide updates and release notes or related material respective of the licensed Software
- Program updates related to the licensed Software and in compliance to published product lifecycle plans
- Provision of software support and consultation services related to licensed Software

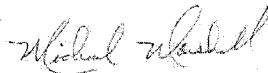
Additionally, at this time, each entity will continue daily business operations as normal with no change to any Tax ID Number or remittance information. When any changes become necessary, more information will be provided at that time.

Because the specific terms of the referenced transactions are private and confidential amongst the parties indicated, no further documentation regarding the individual transactions referenced above can be provided. However, if you have any questions about your customer contract, please contact your Customer Success Manager or feel free to reach out to Jason Oles, General Counsel of CentralSquare Technologies, LLC, at 407-304-3081.

Sincerely,

CentralSquare Technologies, LLC

Name:



Title: Senior Director of Operations

CONSENT TO ASSIGNMENT
of the
Software/Hardware Maintenance Agreement
RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

This Consent to Assignment is effective as of May 17, 2017 by and between the Riverside County Flood Control and Water Conservation District ("DISTRICT") and Superior, LLC ("new CONTRACTOR"); and the parties agree as follows:

1. On July 01, 2016, the DISTRICT and SunGard Public Sector ("original CONTRACTOR") entered into an agreement for Annual Maintenance for Software and Hardware for Financials, Cognos, Stores Inventory, Contract Management, Micro Focus Runtime, TEST and Disaster Recovery Services ("Agreement").

2. DISTRICT now consents to assignment of the Agreement by the original CONTRACTOR to the new CONTRACTOR; and the corresponding name for the Agreement shall be changed to Superior, LLC.

3. All terms of the Agreement, including all obligations and liabilities, shall remain in place and fully applicable to the new CONTRACTOR.

4. All correspondence and notices related to the Agreement shall be delivered to CONTRACTOR at the following address:

Superior, LLC
1000 Business Center Drive
Lake Mary, FL 32746

The parties have caused their duly authorized representatives to execute this document.

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

By: [Signature]
JASON E. UHLEY
General Manager-Chief Engineer

Date: 5/17/2017

By: [Signature]
NEAL R. KIPNIS
Deputy County Counsel

SUPERION, LLC

By: [Signature]
Authorized Signatory

Title: CFO

Date: 5/18/17

DISASTER RECOVERY SERVICES ADDENDUM TO THE SOFTWARE LICENSE AGREEMENT

This Addendum to the Software License Agreement dated July 23, 1991, is entered into by and between SunGard Bi-Tech LLC, hereinafter referred to as SunGard, and Riverside County Flood Control and Water Conservation District, hereinafter referred to as Customer.

Whereas Customer is a Licensee of Software, commonly known as Integrated Financial and Administrative Solution (IFAS) (as described in the Software License Agreement between SunGard and Customer); and

Whereas Customer wishes SunGard to provide disaster recovery services to Customer with respect to Customer's operations utilizing the Software; and

Whereas Customer's location of business is 1995 Market Street, Riverside, CA 92501, hereinafter referred to as "Location";

Therefore, Customer and SunGard enter into this Addendum under which SunGard will provide disaster recovery services as described herein.

1. Term and Definition of Disaster.

- 1.1. **Term.** This Addendum, with its associated terms and conditions, shall commence upon execution of this Addendum. This Addendum will remain in force for three (3) years. Thereafter, this Addendum shall automatically renew each year on the anniversary of the execution date, unless terminated, by either Party, by providing written notice ninety days prior to the annual renewal date.
- 1.2. **Disaster.** "Disaster" means any unplanned event or condition that renders Customer unable to use the Location for its intended computer processing and related purposes. Customer may declare a Disaster by having one of its designated representatives give notice to SunGard stating that a Disaster occurred, identifying the affected Location, and specifying which recovery services Customer believes will be required.

2. Scope of Disaster Recovery, Auditing, and Planning.

- 2.1. **Disaster Recovery.** SunGard will provide the disaster recovery services specified herein ("Recovery Services") to Customer in the event of a Disaster at Customer's Location for the fees and in accordance with the terms specified herein.
 - 2.1.1. **Hardware Resources.** As part of the Recovery Services, SunGard will maintain a Windows 2003 Server ("Windows Server") and a Citrix Server ("Citrix Server") at SunGard's facility. The Windows Server will be capable of reading data from either an HP StorageWorks MSL5000 series 25, or an HP DLT70, or a DATA DDS3 backup subsystem. SunGard will maintain redundant connections from the Windows Server and Citrix Server to the Internet. The Windows Server and Citrix Server will be sized to accommodate 15 concurrent IFAS users. Any additional users will increase the annual cost by \$300 per user. SunGard will allocate disk space on the Windows Server to be used exclusively for the

Customer. The Software specified on Customer's Annual Support Agreement for IFAS, as well as the associated third-party software products necessary to support IFAS, hereinafter referred to as ("Third Party Software"), will be installed on the Windows Server and Citrix Server for Customer's use during the term of this Addendum. Throughout the term of this Addendum, the Customer will provide SunGard with current versions of the Third Party Software products on Customer's Windows Server.

2.1.2. Disaster Activation. In the event of a Disaster, Customer will be responsible to provide a current file system backup and database backups for the production database, as well as the Third Party Software. Customer shall ship such data and Third Party Software on the compatible media to SunGard. Upon receipt, SunGard will be responsible for a clean install of IFAS Software and Third Party Software and Customer's databases onto the Windows Server and Citrix Server at SunGard's facility.

2.1.3. Disaster Recovery 24-Hour Answering Service. In the event Customer needs to declare a disaster and implement disaster recovery services, Customer will call the 24-hour answering service at: (530) 230-5039. The answering service will direct Customer's call to appropriate disaster recovery staff in order to begin implementing a disaster recovery action plan. This answering service is to be used by Customer only for disaster recovery services. For all other support, Customer will continue to use SunGard Bi-Tech's help desk at 1.800.851.4800 or support@sungardbi-tech.com.

2.1.4. Customer Access. Customer's access to the Windows Server and Citrix Server will be via the Internet. Customer is solely responsible for obtaining Internet access to the Windows Server and Citrix Server; provided, however, SunGard shall provide Customer with all necessary IP addresses and other information necessary to access the Windows Server and Citrix Server via Virtual Private Network (VPN). Customer agrees that its use of the Internet is solely at its own risk and is subject to all applicable local, state, national and international laws and regulations. SunGard cannot and does not guarantee that any Internet access utilized by Customer will be sufficient to meet Customer's needs.

2.2. Disaster Auditing. SunGard recommends that Customer schedule and conduct at least one (1) Disaster Audit per contract year at SunGard's facility to test its disaster recovery capability ("Disaster Audits"). Up to 80 hours of audit consulting, performed at SunGard's facility, are allocated annually in this Addendum for audit consulting services. In addition, Customer may periodically submit its data (electronically or via tape) to SunGard. The periodicity and methodology for the submission of data will be mutually determined during the Disaster Planning phase (see Section 2.3 below) of this Addendum, and will be included in the Customer's Disaster Plan. SunGard shall provide Customer with reasonable supplies and support during each Disaster Audit. The Disaster Audit may occur with 60 days advance notice to SunGard. All Disaster Audits shall be subject to immediate cancellation or termination, and shall be rescheduled as soon as possible, if and when any other customer declares a disaster and requests use of the Recovery Services being tested.

- 2.3 **Disaster Planning.** Within four (4) weeks from execution of this Addendum, a template boiler plate disaster plan ("Disaster Plan"), which is limited to the scope of disaster planning specified in this Addendum, will be provided to Customer by SunGard. SunGard's staff will assist Customer with identifying the steps that should be taken and the priorities in the event of a Disaster. Customer is responsible for customizing and finalizing the Disaster Plan as may be necessary. The Start-Up Fees set forth in Section 5.1.1 include 40 hours of consulting from SunGard to assist the Customer in the development of the formal Disaster Plan. Additional consulting services will be made available to Customer upon request at SunGard's then current rates in effect.

3. Multiple Disaster Provisions.

- 3.1 **Customer's Use.** Customer's use of the Windows Server, Citrix Server, and the other Recovery Services shall be subject to the possibility that one or more other SunGard customers ("Other Affected Customers") could declare a disaster and require use of the same Windows Server, Citrix Server and/or Recovery Services at the same time as Customer ("Multiple Disaster"). If a Multiple Disaster occurs, then the following procedures shall be implemented with respect to the Windows Server and the Recovery Services:
- (a) The first customer who declares a Disaster, as determined by SunGard's receipt of a disaster declaration notice, shall have use of the applicable Recovery Services, and Customer shall be provided use of other compatible Recovery Services, if any.
 - (b) If the Recovery Services are being used by Other Affected Customers who previously declared a Disaster, then Customer shall be provided use of other compatible Recovery Services, if any.
 - (c) Customer shall cooperate with SunGard and the Other Affected Customers in coordinating the use of the Recovery Services and in implementing any other plans for supporting the Multiple Disaster.

4. Other Provisions.

- 4.1. **LIMITATIONS OF LIABILITY.** SUNGARD WILL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE RESULTING FROM ANY APPLICATION OF THE SOFTWARE, OR RESULTS PROVIDED FROM THE SOFTWARE, TO CUSTOMER, OR ANY OTHER PARTY TAKING SUCH RESULTS FROM CUSTOMER, THE USE OF THE SOFTWARE PRODUCTS OR THE STANDARD SOFTWARE SERVICES OR ANY OTHER SERVICES PROVIDED UNDER THIS ADDENDUM, OR FROM ANY UNINTENDED OR UNFORESEEN USE BY CUSTOMER OR ANY OTHER PARTY, INCLUDING DATA PROVIDED IN CONNECTION WITH THE SOFTWARE PRODUCTS OR STANDARD SOFTWARE SERVICES OR OTHER SERVICES UNDER THIS ADDENDUM AND RESULTS THEREFROM.

SUNGARD'S TOTAL LIABILITY UNDER THIS ADDENDUM WILL UNDER NO CIRCUMSTANCES EXCEED THE EQUIVALENT OF THE FIRST SIX MONTHS' DISASTER RECOVERY SERVICES FEES ACTUALLY PAID BY CUSTOMER TO SUNGARD UNDER THIS ADDENDUM. UNDER NO CIRCUMSTANCES WILL

SUNGARD BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR LOST REVENUES, LOST PROFITS, LOSS OF BUSINESS, OR ANY INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE, WHETHER OR NOT FORESEEABLE.

SUNGARD MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION.

- 4.2. **Suspension of Services.** SunGard's obligations and Customer's rights under this Addendum are conditioned upon Customer's payment of the Start-up Fees, and the Annual Service Fees set forth in Section 5 hereof. SunGard may, without terminating this Addendum, and in its sole discretion and without further notice to Customer, suspend Recovery Service if Customer is in default of its payment obligations under this Addendum until Customer cures such default.
- 4.3. **Modification, Amendment, Supplement or Waiver.** No modification, amendment, supplement to or waiver of this Addendum or any of its provisions will be binding upon the parties hereto unless made in writing and duly signed by both parties. A failure or delay of either party to this Addendum to (a) insist upon the performance of any terms or conditions of this Addendum, (b) exercise any rights or privileges conferred in this Addendum, or (c) demand damages or a specified remedy provided for herein as a result of any breach of any terms or conditions of this Addendum, will not be construed as waiving any such terms, conditions, rights or privileges and the same will continue and remain in full force and effect.
- 4.4. **Severability.** In the event any one or more of the provisions of this Addendum will for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Addendum will be unimpaired, and the invalid, illegal or unenforceable provision will be replaced by a mutually acceptable provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.
- 4.5. **Force Majeure.** Neither party shall be liable for, nor shall either party be considered in breach of this Addendum due to, any failure to perform its obligations under this Addendum as a result of a cause beyond its control, including any natural calamity, act of God or public enemy, act of any military, civil or regulatory authority, change in any law or regulation, disruption or outage of communications, power or other utility, failure to perform by any supplier or other third party, or other cause which could not have been prevented with reasonable care.
- 4.6. **Entirety of Addendum.** This Addendum and the Software License Agreement as it may be amended from time to time constitute the entire agreement between the parties and supersede all previous or contemporaneous addenda, promises, and representations, whether written or oral, between the parties with respect to the subject matter hereof. If any provision of this Addendum is inconsistent or in conflict with the Software License Agreement or any previous addendum, such provision of this Addendum will be deemed to govern and supersede the Software License Agreement with respect to Recovery Services. Headings in this Addendum are for the purpose of assisting the reader and do not constitute a part hereof.

5. Payments and Payment Terms.

5.1 Payments.

5.1.1 Due upon execution of this Addendum.

Start-Up Fees	\$ 5,000
Initial Annual Fee	20,000
Total:	\$ 25,000

The Annual Fee listed above shall be in effect for the first year of this Addendum. Thereafter, each year on the anniversary of this Addendum, the Annual Fee will be increased as follows:

Under normal circumstances, the Annual Fee will be subject to increase annually, on the anniversary of this Addendum, in accordance with the increases in the percentage of the Consumer Price Index (CPI-W for Selected Areas, West Urban Adjustment) published by the U.S. Department of Labor and Statistics with the prior year as the baseline plus two percent (2%).

If there are extraordinary cost increases to SunGard that exceed the normal increases specified above, then a request for consideration may be presented by SunGard to Customer with detailed documentation of costs from the previous contract year and current contract year to justify the increase.

5.1.2 Declaration Fee. If Customer declares a Disaster, Customer shall pay to SunGard a declaration fee of \$500; thereafter, Customer shall have use of the Windows Server, Citrix Server and the other Recovery Services specified in Section 2 for the first 10 days after the declaration at no additional charge; thereafter a charge of \$300 per calendar day for continuing server usage will apply. If the Disaster continues for more than 30 calendar days, the charge will increase from \$300 to \$500 per calendar day.

5.2 Taxes. The fees and other amounts payable by Customer to SunGard under this Addendum do not include any taxes of any jurisdiction that may be assessed or imposed upon the copies of the Recovery Services delivered to Customer, the license granted under this Addendum, or otherwise assessed or imposed in connection with the transactions contemplated by this Addendum, including sales, use, excise, value-added, personal property, export, import and withholding taxes, excluding only taxes based upon SunGard's net income. Customer shall directly pay any such taxes assessed against it, and Customer shall promptly reimburse SunGard for any such taxes payable or collectable by SunGard.

5.3. **Payment Terms.** SunGard shall submit invoices to Customer on an annual basis for annual fees. SunGard shall submit invoices to Customer for any other fees or expense reimbursements as and when incurred. Customer's payments shall be due within thirty (30) days after receipt of invoice. All fees and other amounts paid by Customer under this Addendum are non-refundable.

By the signatures of their duly authorized representatives below, SunGard and Customer, intending to be legally bound, agree to all of the provisions of this Addendum.

SunGard Bi-Tech LLC

Riverside County Flood Control and Water
Conservation District

BY: 

BY: 

PRINT NAME: Aaron Johnson

PRINT NAME: MICHAEL D. RAWSON

PRINT
TITLE: President

PRINT
TITLE: ASST. CHIEF ENGINEER

DATE SIGNED: 4-19-07

DATE SIGNED: 4/23/07

SOFTWARE LICENSE AND SUPPORT AGREEMENT

BI-TECH Software, Inc.
1072 Marauder, Suite A
Chico, California 95926

(hereinafter referred to as "BI-TECH")

hereby grants to:

Riverside County
Flood Control and Water Conservation District
1995 Market Street
Riverside, CA 92501

(hereinafter referred to as "Licensee")

a nonexclusive, nontransferable, limited license for proprietary software listed in Schedule A. Software and related documentation listed in Schedule A are referred to herein as "Software".

The Licensee is hereby granted the right to use the product according to the terms and conditions of this agreement. No title to or ownership of the Software or any of its parts is hereby transferred to the Licensee and the Licensee's right to use the Software shall at all times be subject to the restrictions set forth in this agreement.

Both Licensee and BI-TECH agree that this agreement constitutes the entire contract by and between them. Any oral or written documents between the parties which are inconsistent with the terms of this agreement or are in addition to the terms of this agreement are superseded by this document and are of no further validity or force or effect. Amendments to this agreement may only be made in writing and by a document specifically indicating that it is intended to be an amendment to this agreement.

SOFTWARE LICENSE AND CHARGES

BI-TECH shall license to the Licensee the software modules listed, and at the charges specified, on the Program and Price Schedule attached as Schedule A in the form in which the Software presently exists, as more fully described in its corresponding documentation. All application software will be provided in both source and executable forms. BI-TECH also will provide one (1) copy of all user and technical documentation relating to the Software, which may be reproduced by the Licensee for internal use, distribution and training purposes only.

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7.8

In addition to the license fees and other related charges noted in Schedule A and Schedule B, the Licensee shall be responsible for the payment to BI-TECH of any federal, state, local, municipal and/or provincial sales and use taxes or excise taxes that are or may be imposed on the transactions provided for in this license agreement.

USE OF THE SOFTWARE

The Licensee's right to use the Software licensed under this agreement is restricted solely to its internal use on the Licensee's Hewlett-Packard 3000 computer system (serial number(s)):

or on any upgraded models or replacements that shall be identified by serial number(s) and located at the Licensee's address as set forth above, or at a new address of which the Licensee shall give prior written notice to BI-TECH. If the Licensee violates the terms of this paragraph, BI-TECH shall have the right, in addition to any other remedies available to them, to injunctive relief enjoining such acts as set forth in Section 2. of the Standard Terms and Conditions.

The Software licensed under this agreement is for use by the Licensee on the Licensee's Hewlett-Packard 3000 computer, provided that any Software delivered by BI-TECH in machine readable form may be copied (text only) in whole or in part, in printed or machine readable form, solely for the Licensee's internal use for back-up and archival purposes. Accompanying documentation and user guides may be reproduced for internal use, distribution and training purposes only.

MANNER OF PAYMENT

In consideration of the granting of this software license, the Licensee shall pay the charges provided for herein in the following manner:

1. The basic license fees set forth in Schedule A, plus any sales or other taxes, shall be paid to BI-TECH in accordance with the payment terms set forth in Schedule A.
2. Should the Licensee agree to maintenance, the maintenance fees set forth in Schedule B shall be paid to BI-TECH in accordance with the payment terms set forth in Schedule B.

The Software, plus any BI-TECH created modifications, shall remain the property of BI-TECH and, at their option, shall be returned to BI-TECH in the event any of the charges set forth in Schedule A are not fully and timely paid as therein provided.

STANDARD TERMS AND CONDITIONS

1. TIME AND PLACE OF DELIVERY

BI-TECH shall deliver the Software, and the Licensee shall accept such delivery, at the Licensee's address set forth above on mutually agreed upon delivery dates. BI-TECH will provide installation of the Software and training of the Licensee's personnel in its use for a period of thirty-four (34) person days. Such installation and training shall consist of the following:

IFAS (Interactive Fund Accounting System), including Job Ledger,
Purchasing, Payroll, Fixed Assets, and Stores Inventory

The thirty-four (34) person days are divided among the following BI-TECH personnel:

<u>Resource</u>	<u>Days</u>
Accountant	4
Trainer	23
Programmer/Analyst	7

If the Licensee desires additional Accountant, Trainer and/or Programmer days beyond those listed above, the charge will be based on BI-TECH's rate then in effect. However, the Licensee may exchange unused Accountant and/or Programmer days for additional Trainer days.

As travel is required away from BI-TECH offices, the Licensee will be charged for air fares, meals, ground transportation, lodging and other reasonable living expenses incurred by BI-TECH personnel as outlined in Schedule A.

2. PROPRIETARY INFORMATION

Licensee, its agents, employees, independent contractors, administrators and assigns shall be prohibited from duplicating, except for internal (on-site and off-site) backup use and to the extent necessary to effect modifications of the Software, and they shall not allow any other person or entity to be permitted to duplicate, in any fashion whatsoever, any or all of the property which is the subject of this agreement.

The Software, including modifications made by BI-TECH, constitutes valuable property and a trade secret of BI-TECH. In this connection, marketing rights to the system and all modifications made by BI-TECH remain BI-TECH's property, whether or not any portion is or may be validly copywritten. Licensee, therefore, acknowledges its obligation not to reveal, and to instruct its employees not to reveal, any information regarding the Software to persons other than to Licensee's employees, computer consultants, public accountants, and attorneys. Licensee further agrees to take such reasonable steps to ensure that these proprietary obligations will be fulfilled.

BI-TECH will not use or reveal to other persons, and will instruct its employees not to use or reveal to other persons, any information concerning Licensee, its properties, partners, business, or other affairs, which BI-TECH may learn during the course of its performance under this agreement, other than such use as is necessary in connection with such performance.

3. WARRANTY AND LIMITATION OF LIABILITY

BI-TECH warrants that the Software will be free from any known errors and will operate as described in its accompanying reference manuals and documentation. The Warranty Period is defined as 180 days after the initial installation of the Software. BI-TECH will, at its expense, correct any errors in the Software attributable solely to BI-TECH. BI-TECH shall be relieved of any and all obligations with respect to this warranty for those parts of the Software that are revised, changed, modified, or maintained by anyone other than BI-TECH. The Licensee may modify the licensed Software, but BI-TECH shall not be responsible for compatibility of such modified Software with equipment, other programs, future program releases or test and verification routines. Upon notification to BI-TECH by Licensee of any Licensee modifications to Software, BI-TECH will use its Client Update Tape Interface Process (CUTIP) system to keep track of all Licensee modified modules.

This warranty and BI-TECH's obligations and liabilities under it are in lieu of, and the Licensee hereby waives, all other guarantees and warranties or obligations and liabilities thereunder, expressed or implied, arising by law or otherwise, including without limitation any implied warranty of fitness for a particular purpose or merchantability. The Licensee agrees that the obligations of BI-TECH as set forth herein shall constitute the sole remedy for a claim relating to the Software provided under this agreement.

Notwithstanding the warranty made above, BI-TECH shall not be liable to the Licensee for any loss of or injury to earnings, profits, or goodwill suffered by the Licensee, caused directly or indirectly by the Software pursuant to this agreement, or any interruption or loss of use thereof, or for any incidental or consequential damages even if BI-TECH has been advised of the possibility of such damages.

4. EXTENDED MAINTENANCE

At the time of delivery, the Licensee shall have the option of purchasing BI-TECH's maintenance coverage for a period of one year and renewable annually unless terminated by the Licensee, pursuant to the terms set forth in Schedule B. The charges for the Licensee's maintenance coverage shall be those set forth in Schedule B as from time to time are in effect, and all charges are subject to change by BI-TECH, provided that such charges cannot be increased during the term of such extended coverage. The Licensee may, in their sole discretion, terminate such extended maintenance coverage at any time at the end of any term.

5. TERM AND TERMINATION

This agreement shall commence on the date of execution and acceptance by BI-TECH and shall continue in perpetuity, unless terminated as provided below.

Prior to final acceptance of the Software, either party shall have the right, at its option, to terminate this agreement, and any license granted hereunder, upon written notice to the other party if such other party, whether by default or circumstances beyond its control, fails to perform any of its obligations under this agreement, which failure has not been corrected within thirty (30) days after receipt of written notice thereof. Upon any such termination:

- a. The Licensee agrees to return to BI-TECH all unacceptable licensed software programs, related documentation, and copies of such programs and documentation in the forms provided by BI-TECH or as modified by BI-TECH and to make no further use thereof.
- b. BI-TECH agrees to refund to the Licensee the amount of the license fees for unacceptable software and modifications, prepaid maintenance fees and other related charges as listed in Schedule A, less payments made for (i) all reasonable travel and living expenses incurred prior to notice of termination; (ii) \$550.00 per person day for BI-TECH staff time at the Licensee's location prior to notice of termination; (iii) the cost of all modifications completed prior to notice of termination; and, (iv) the License Fees received for Software which has been fully accepted and approved prior to notice of termination.

Such termination shall not affect either party's ability to pursue any other remedy existing at law or in equity for such default.

No delay or failure of either party to exercise any right or remedy will operate as a waiver thereof.

Final acceptance of Software shall be as defined below:

- Final acceptance of the existing Interactive Fund Accounting System (IFAS) shall be when 180 days have passed since the initial installation of the software or when the client is satisfied with the operation and performance of the software; whichever is sooner.
- Final acceptance of any modifications and enhancements which are to be made to "IFAS" shall be when Licensee has approved of all data entry screen formats and when Licensee has approved of all printed and terminal output formats and when Licensee has approved of all functional Software modifications and enhancement specifications and when Licensee has demonstrated to Licensee's own satisfaction that the Software successfully conforms to the functional specifications.

6. OTHER DOCUMENTS

The following documents and the agreements of BI-TECH and the Licensee and representations and warranties of BI-TECH contained therein are hereby incorporated into this agreement by reference and/or attachment:

- a. IFAS/Software User Guides as listed in Schedule A of this agreement.
- b. Software and module Product Descriptions for the items listed in Schedule A of this agreement.
- c. RFP Response referenced herein.

7. GOVERNING LAW

This contract will be governed by and construed in accordance with the laws of the State of California.

8. LIQUIDATION OF BI-TECH

In the event that BI-TECH (or a surviving company in the event of merger or sale of BI-TECH) is liquidated, dissolved, or ceases to carry on business on a regular basis, the Licensee will have a perpetual, irrevocable, nonexclusive, license, title and right of ownership to the Software (inclusive of source code and all other documentation) subject to Licensee's agreement that it will not, at any time, market the Software.

9. GENERAL PROVISIONS

- a. Time is of the essence of this agreement.
- b. In the event of breach of this agreement by either party, such breaching party agrees to pay the other all costs and expenses incurred in the enforcement of this agreement, including but not limited to reasonable attorney's fees which may be incurred, whether or not legal action is filed.
- c. Neither party shall be liable or deemed in default for any delay or failure in performance of this agreement resulting directly or indirectly from any cause beyond the control of the party.

d. BI-TECH agrees to indemnify and hold Licensee harmless from all demands, claims, liability or damages to third parties and all expenses incurred by Licensee due to any such claims and demands including reasonable attorney's fees, whether or not legal action is filed, based on any alleged infringement or unauthorized use of any third party patent, trade secret, copyright or other proprietary right as a result of the use of the Software under the terms and conditions of this agreement; provided BI-TECH is promptly notified in writing of any such claim against Licensee and further provided that Licensee permits BI-TECH to defend each such claim or to procure license, without additional charge to Licensee, to use the Software. In the event that Licensee's use of the Software is likely to be, enjoined as a result of such a claim of infringement or unauthorized use, BI-TECH shall, at its option (i) modify the Software to render it non-infringing without adversely affecting its functionality; (ii) provide for Licensee the rights provided hereafter in respect of the Software; or (iii) refund to Licensee Software amount paid by Licensee.

BI-TECH Software, Inc.

Dated: July 3, 1991

BY: W. Gary Sitton
W. Gary Sitton
President

LICENSEE: Riverside County Flood Control
and Water Conservation District

Dated: JUL 23 1991

BY: Supervisor, Chairman

Printed Name: Melba Dunlap

Title: Melba Dunlap

ATTEST:
GERALD A. MALONEY, CIVIL

Margaret Boyd
DEPUTY

FORM APPROVED
COUNTY COUNSEL

JUL 1991
BY: [Signature]

SCHEDULE A TO SOFTWARE LICENSE AND SUPPORT AGREEMENT

**Riverside County
Flood Control and Water Conservation District**

PROGRAM AND PRICE SCHEDULE

I. LICENSED PROGRAMS AND CHARGES

<u>Description of Licensed Software</u>		<u>License Fee</u>
IFAS (Interactive Fund Accounting System), including General Ledger, NUCLEUS, Accounts Payable, Encumbrance, Person/Entity, Accounts Receivable, Cash Receipts, Table Formatter, Ad Hoc Report Writer, Budget Scenarios, Recurrent Journal Entries, and Rollover/Conversion		\$49,500.00
Additional Module(s)		
Job Ledger	\$13,200.00	
Purchasing	10,450.00	
Fixed Assets	6,600.00	
Payroll	8,800.00	
Stores Inventory (3Q91)	<u>13,200.00</u>	
	Total Additional Modules	<u>\$52,250.00</u>
	Subtotal	\$101,750.00
	Less 10% on Additional Modules	<u>-5,225.00</u>
	Total License Fees	<u>\$96,525.00</u>

II. PAYMENT SCHEDULE

Payment of License Fees, installation and training shall be made as follows:

1. Upon execution of the IFAS Software License Agreement and the delivery of the user guide documentation.
30% of all applicable License Fees \$28,957.50
2. Upon the conclusion of the first installation visit.
40% of all applicable License Fees \$38,610.00

3. Upon BI-TECH's verification that the individual modules operate in the Licensee's environment as defined in their accompanying documentation and user guides; or, within 180 days of the first installation visit, whichever is sooner.

30% of all applicable License Fees

\$28,957.50

4. The Licensee will be charged for air fares (coach or economy), meals, ground transportation including \$0.25 per mile for use of BI-TECH's own vehicles, lodging (single occupancy accommodations), and other reasonable living expenses incurred by BI-TECH personnel during the thirty-four (34) person days of implementation, accounting and training assistance. These costs will be invoiced as they occur.

III. LICENSE FEES

Upon paying the applicable Basic License Fee(s) set forth above for the licensed Software programs, such licenses shall be paid up and the Licensee shall have the ability to use such programs on the designated computer equipment without additional fees. Applicable Basic License Fee(s) are set by BI-TECH based on the then current processor category on which the licensed Software programs will operate. Should the Licensee order an upgrade to a larger processor category within a period of two years from the original execution date of the Software License Agreement, the Licensee shall pay fees calculated as the difference between the original licensed category fees and the upgraded licensed category fees, using fees extant at the time of the upgrade order for purposes of calculations. The Basic Software License Fee includes a warranty (Section 3., Standard Terms and Conditions) and the option to purchase maintenance (Section 4., Standard Terms and Conditions) for any licensed Software programs by executing an appropriate instrument (see attached Schedule B) and paying in advance the applicable fees as from time to time are in effect.

SCHEDULE B TO SOFTWARE LICENSE AND SUPPORT AGREEMENT

**Riverside County
Flood Control and Water Conservation District**

SOFTWARE MAINTENANCE

I. MAINTENANCE

BI-TECH agrees to provide the Licensee with one (1) year of maintenance for the Software described in, and licensed by, this agreement at a rate of 12% per year of the undiscounted price as set forth in Schedule A:

IFAS (Interactive Fund Accounting System), including
General Ledger, NUCLEUS, Accounts Payable,
Encumbrance, Person/Entity, Accounts Receivable,
Cash Receipts, Table Formatter, Purchasing, Fixed
Assets, Payroll, Stores Inventory, Ad Hoc Report
Writer, Budget Scenarios, Recurrent Journal Entries,
and Rollover/Conversion \$12,210.00

(This includes maintenance of all enhancements and
modifications made to IFAS by BI-TECH)

Total maintenance for one year: \$12,210.00
=====

As long as the Licensee is paying for maintenance with respect to the Software under the terms set forth in Schedule A hereof, BI-TECH shall provide to the Licensee (and, to the extent applicable, install or give adequate instructions for the installation of magnetic image program updates and additions) the following goods and services:

- All user guide updates created by BI-TECH which relate to the Software.
- All program updates and additions for use with the Software which are developed by BI-TECH, provided, however, that no such program update or addition shall materially impair the functionality or performance characteristics of the Software. Documentation updates which relate to particular program updates and additions will be included in magnetic image with the software mailing; hard copy documentation will normally follow within three months of delivery of the software updates and additions.
- Phone-in consultation service in which the Licensee may request and receive verbal information regarding the use of the Software. Normal response to client initiated requests for information will be within four hours. Licensee agrees to attempt to locate information in provided user documentation prior to use of Phone-in consultation service.

- All program changes deemed necessary by the Licensee to make the software (including any program updates and additions) perform as described in the user guides, provided, however, that no user guide update shall be effective to delete or reduce a functional specification without the Licensee's consent.

Maintenance services shall be provided with sufficient promptness to avoid unreasonable down-time. This agreement specifically does not include any assistance by BI-TECH with respect to modifications of the Software which are desired by the Licensee except as set forth in Schedule A. Any modifications not made by BI-TECH and the results caused thereby to the Software shall be the sole responsibility of the Licensee.

For the term of this Agreement, BI-TECH shall provide Licensee, on a timely basis, with updates necessary for the System to continue to accomplish its principal computing functions and with updates reflecting improvements made to the Software by BI-TECH. If Licensee notifies BI-TECH that it suspects an error in the program logic or documentation of the Software, BI-TECH shall, as part of such support, use its best efforts to confirm the existence of the error and correct it. If BI-TECH ultimately determines that no such error exists, Licensee shall pay BI-TECH for its services at BI-TECH's then current hourly rates and reimburse BI-TECH for all reasonable travel, living and modem expenses incurred by BI-TECH in rendering such services.

Upon request, BI-TECH shall provide Licensee with such modifications to the Software as Licensee may reasonably require to maintain the compatibility of the Software with new releases of the Hewlett-Packard Operating System ("MPE/XL"), under which the Software is to be functional.

The Licensee will have the option, at the end of the first year of maintenance under this agreement, to extend such maintenance on a year to year basis at the lesser of:

- a. BI-TECH's current maintenance charge for largest CPU Category; or,
- b. The previous year's maintenance cost increased by a factor of two (2) percent over the last annual adjusted consumer Price Index (CPI) for Urban Wage Earners (all items) - Western Region.

Should the Licensee not exercise the option to extend maintenance beyond the first year of maintenance under this agreement, the Licensee retains the right to purchase at cost from BI-TECH any future releases and/or enhancements to the Software, including modifications to the Software to maintain its compatibility with new releases of the Hewlett-Packard operating system (MPE/XL).

II. PAYMENT SCHEDULE

Payment of maintenance charges shall be as follows:

180 days after the first installation visit

100% of the quoted maintenance charges for one (1) year

License and Development Agreement
For
Delivery of CDD and ifas.net for the HP3000 (MPE)

Addendum to the Software License and Support Agreement

This Addendum is by and between Bi-Tech Software Inc., hereinafter referred to as Bi-Tech and the undersigned, hereinafter referred to as Licensee. This Addendum is an addition to the original Software License and Support Agreement between Bi-Tech and Licensee and all provisions of the original Agreement and its attachments & Addendums, if any, shall continue in full force and effect and shall apply to the products and services identified in this addendum.

WHEREAS, Bi-Tech desires to deploy the IFAS software modules known as Click Drag and Drill (CDD), and ifas.net, hereinafter referred to as Software, so these modules can operate on the proprietary HP3000 hardware systems; and,

WHEREAS, the Licensee desires to license the Software for use on the HP3000 hardware system;

NOW, THEREFORE, Bi-Tech and Licensee agree as follows:

- I. **Development.** Bi-Tech will program, develop, test, and integrate such third party components as necessary, to cause CDD and ifas.net to operate with the most recent release of MPE, the proprietary operating system for the HP3000 hardware system. This development shall be delivered to Licensee not later than September 30, 1999.
- II. **License.** Upon Acceptance and Payment as described below, and by execution of this Addendum, the Licensee will be granted a twenty (20) concurrent user license to use CDD and ifas.net according to the Terms and Conditions as stated in the Software License and Support Agreement, between Bi-Tech and Licensee. No title to or ownership of the Software or any of its parts is hereby transferred to the Licensee and the Licensee's right to use the Software shall at all times be subject to the restrictions set forth in the above mentioned Agreement. The license granted hereby does not include licensing for any third party product.
- III. **Third Party Products.** Licensee is aware that a third party ODBC driver will be required for use of CDD and ifas.net. Licensee is aware that if other third party products become necessary for use with CDD and ifas.net, such

products are outside the scope of this Addendum. Licensee is aware that a dedicated web server (which is not included) is required to support ifas.net.

IV. Acceptance. Upon delivery of the Software, Bi-Tech shall give notice to the Licensee certifying that the Software has been delivered to the Licensee's site. Licensee shall be deemed to have accepted the Software thirty (30) days after receiving Bi-Tech's notice, unless, during that period, the Software fails to perform in accordance with the Documentation in some material respect that precludes acceptance of the Software by Licensee, and, by the end of that 30-day period, Licensee gives written notice to Bi-Tech describing the material failure in reasonable detail and explaining why the failure precludes acceptance of the Software by Licensee. Upon receiving such proper notice, Bi-Tech will then have thirty days to correct such failure. If the failure cannot be corrected within thirty days, the Licensee may extend the time allowed for correction of the failure, or, may return the Software and Documentation and Bi-Tech shall then refund to Licensee the Licensee Fee, or portion thereof, paid by Licensee. Third Party products may be returned within 20 days of their receipt at the Licensee Offices. Thereafter no returns are possible.

III. License Fee, Annual Maintenance, Installation, and Training Services:

The charge(s) are as follows:

<u>Module</u>	<u>License Fee</u>	<u>Annual Maintenance</u>	<u>Estimate for Installation</u>	<u>Estimate for Training</u>
CDD	\$7,540.00	\$1,056.00	\$1,100.00	\$5,500.00
ifas.net	4,916.00	688.00	2,200.00	0.00
Sub Total	\$12,456.00	\$1,744.00	\$3,300.00	\$5,500.00
<u>Third Party Products</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
Grand Total	\$12,456.00	\$1,744.00	\$3,300.00	\$5,500.00

The actual costs for Third Party Software, Installation, and Training will be determined at a later date. The estimate for Installation and Training is based upon the rate of \$1,100.00 per day. Any associated Travel, Meals, and Lodging will be billed as incurred. Annual Maintenance is fourteen percent of the license fee; subject to annual increases per the Software License and Support Agreement.

IV. Payment

Payment shall be as follows:

Due upon delivery of Software.

License Fees	\$12,456.00
Annual Maintenance	\$1,744.00
Third Party Products (ODBC Driver, etc.)	TBD

Due upon delivery of Services.

Estimated Installation (3 days)	\$3,300.00
Estimated Training (5 days)	\$5,500.00

If applicable, 100% of the sales/use tax due on the taxable amount for this Addendum.

Bi-Tech Software Inc.

BY: 

Printed Name: Bruce E. Langston

Title: Vice President of Finance

Date: 4/2/99

Riverside Co. Flood Control District

BY: 

Name: David P. Zapp

Title: General Manager-Chief Engineer

Date: May 21, 1999



RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 MARKET ST., RIVERSIDE, CA 92501

PURCHASE ORDER : R015285
PURCH ORDER DATE : 05/21/99
VENDOR ACCT/ORD # :
PEID # : B29918

PURCHASE ORDER

BITECH SOFTWARE INC
PO BOX 99023
CHICAGO, IL 60693

SHIP TO: RIVERSIDE FLOOD CONTROL
1995 MARKET STREET
RIVERSIDE, CA 92501

CONTACT :

BILL TO: 1995 MARKET STREET
RIVERSIDE, CA 92501

INTERNAL COMMENTS: SUPPLIER - CONFIRMING P.O. - DO NOT DUPLICATE
NRN

REQ DATE	PO#	FOB	TERMS	DEL DATE
05/21/99	D015339			

QTY	UNIT	DESCRIPTION	PRODUCT CODE	UNIT PRICE	EXT AMOUNT
1	JOB	PROGRAMMING FOR CDD AND IFAS.NET		12,456.00	12,456.00
1	JOB	INSTALLATION		3,300.00	3,300.00
1	JOB	TRAINING		5,500.00	5,500.00

SUMMARY ACCOUNT INFORMATION 220 43101 21,256.00

BUYER : LINDA CHERNIS REQUESTED BY: S. HENRY
APPROVED BY : I. CHAND WILL CALL BY: NRN

AUTHORIZING SIGNATURE: *[Signature]* 5/21/99

PO Total 21,256.00

DISTRIBUTION: WHITE - VENDOR BLUE - ACCOUNTS PAYABLE PINK - PURCHASING YELLOW - REQUESTOR

VENDOR'S INSTRUCTIONS COUNTY OF RIVERSIDE **PURCHASE ORDER**

1. Packing and shipping P.O. number and contents must accompany each shipment.
 2. No charge for packing, unless otherwise specified when specified in order.
 3. THE ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS OF THIS ORDER, AND ADDITIONAL OR DIFFERENT TERMS PROPOSED BY THE SELLER ARE REJECTED UNLESS EXPRESSLY ASSENTED TO IN WRITING BY THE BUYER.
 4. SMALL INVOICES IN TRIPLICATE UNLESS INDICATED ELSEWHERE OTHERWISE TO ADDRESS BELOW, SHOW OUR PURCHASE ORDER NUMBER AND ORDERING DEPARTMENT.

6 THIS P.O. IS ISSUED PURSUANT TO THE REQUIREMENTS STATED IN THE REQUEST FOR QUOTATION SIGNED BY THE VENDOR, WHERE APPLICABLE.
 7 Out-of-State vendors MUST show CA Permit No. Otherwise sales tax will be collected.
 8 IMPORTANT: Seller shall provide material safety data sheets for each product containing hazardous substances as used by CA Div and Fall in CA Ann. Code, Title 8, Sec. 5194 and Labor Codes.
 9 If work is to be carried out on County property, vendor shall call Purchasing and ascertain amounts and types of insurance required and provide proof of insurance before beginning work.

VENDOR

Bi-Tech
 890 Fortress Ave.
 Chico, CA 95973

SHIP TO:

Transportation Land
 Management Agency
 4080 Lemon St.
 Riverside, CA 92501

BILL TO:

TLMA
 P.O. Box 1605
 Riverside, CA 92502-1605
 Attn: Accounts Payable

PHONE #

DATE 08/07/97

QUANTITY 620

FUND 59

CODE 104

REG. NO. 3

FOB 62214

DESCRIPTION Dest

TERMS: FROM RECEIPT OF GOODS OR INVOICE, WHICHEVER IS LATER

DELIVERY DATE

REF. P.P. #

Per Contract 85690

UNIT PRICE

AMOUNT

CHANGE ORDER # 1

Change Purchase Order to include attached Addendum #1 and increase Purchase Order Dollar Amount, as detailed below:

Original Amount	\$310,678.40
Increase	\$ 25,000.00
Total	\$335,678.40

Payroll Modifications:
 Additional Development
 Implementation Assistance at
 \$350.00 Per Day Not to exceed 7,000.00

Total annual costs not to exceed are \$335,678.40

All other terms and conditions remain unchanged.

PURCHASE ORDER NUMBER AND ORDERING DEPARTMENT

BY: *[Signature]* jw

SALES TAX TOTAL 0.00

ORIGINAL

AN AFFIRMATIVE ACTION EQUAL OPPORTUNITY EMPLOYER

Addendum No. 1

This Addendum amends the **Software License and Support Agreement** (Agreement) between **BI-TECH Software Inc.**, hereinafter referred to as **BI-TECH** and **Riverside County Transportation and Land Management Agency**, hereinafter referred to as **Licensee**.

The Licensee is hereby granted a nonexclusive, nontransferable, limited license on the **Supplemental TRIAD and Grants Management** modules and is hereby granted the right to use the products according to the Terms and Conditions as stated in the original Agreement, between **BI-TECH** and **Licensee** (including limitations on the number of concurrent IFAS users). No title to or ownership of the Software is hereby transferred to the Licensee and the Licensee's right to use the Software shall at all times be subject to the restrictions set forth in the above mentioned Agreement.

BI-TECH is providing these modules at no cost to the Licensee, and therefore the modules will be considered accepted by the Licensee upon installation of the modules. BI-TECH will include two days of training on the Grants Management module, also at no charge. Any necessary travel, meals, and lodging expenses associated with these days will be invoiced to Licensee as incurred.

BI-TECH will provide twenty (20) days of Programmer effort to Licensee to be used as needed. These days will be charged at the rate of three-hundred fifty dollars (\$350.00) per day, and will be invoiced to Licensee as incurred. Any necessary travel, meals, and lodging expenses associated with these days will be invoiced to Licensee as incurred.

Any of the Rollover days identified in the original Agreement which are not used specifically for the rollover and conversion of Licensee data, may be used for other Programming or Training needs. Any necessary travel, meals, and lodging expenses associated with these days will be billed to Licensee as incurred.

Licensee hereby authorizes BI-TECH to commence work on the three modifications identified in the original Agreement. Specifically; Section 9,d,1,2, and 3. The cost and payment terms for these modifications to remain as specified in the original Agreement.

The Payment Schedule in Schedule A (Section II) of the original Agreement is amended as follows:

1. Upon execution of the Software License Agreement and the delivery of the user guide documentation.

30% of all applicable IFAS License Fees	\$59,672.40
100 % Third Party Software Products	9,180.00

2. Upon completion of the initial Software installation per Section 5 of the original Agreement.

40% of all applicable IFAS License Fees	\$79,563.20
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3. Upon the Acceptance Date as defined in Section 5 of the original Agreement.

30% of all applicable IFAS License Fees	\$59,672.40
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4. BI-TECH will invoice Licensee monthly for Professional Services as these services are rendered. These services include all the services included in the Optional Services section of Schedule A of the original Agreement.

5. The Licensee will be charged for airfares (coach or economy), meals, ground transportation, lodging (single occupancy accommodations) and other reasonable living expenses incurred by BI-TECH personnel during the implementation, programming, accounting, and training. These costs will be invoiced as they occur.
6. Any licensed Software module listed in Schedule A of the original Agreement which may be returned after the Acceptance Date as defined in Section 5 of the original Agreement, shall be due and payable in full. Licensee agrees that BI-TECH may assess a one (1) percent per month interest charge on any BI-TECH invoice which is more than thirty (30) days past due.

BI-TECH hereby extends the Warranty period, as specified in Section 3 of the original Agreement, to July 1, 1998 or Live, Production use of the Software, whichever is earliest. Likewise, the Software Maintenance as described in Schedule B of the original Agreement will not be effective until this new Warranty period has expired.


The Supplemental TRIAD and Grants Management modules will be subject to annual maintenance charges, based upon the price that would have been charged if they had been included in the original Agreement. The amount subject to maintenance will be fifteen thousand four hundred thirty-seven dollars (\$15,437.00). The calculation of the maintenance will be as described in Schedule B of the original Agreement.

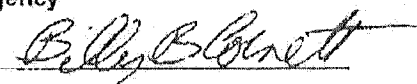
Licensee has determined, since the execution of the original Agreement, that there is a requirement for a Deposit/Permit capability within the Software. BI-TECH and Licensee agree that this requirement will require a modification to the Software. Licensee shall provide BI-TECH with complete specifications regarding this requirement and BI-TECH will, through its Formal Software Modification Process, provide Licensee with a bid and timeline to deliver the modification.

All Sections and Provisions in the original Agreement not specifically amended by this Addendum, remain in effect and unchanged by this Addendum.

BI-TECH Software Inc.

Riverside County Transportation and Land Management Agency

By: 
 Print Name: Bruce Langston

By: 
 Print Name: Billy B. Cornett

Title: Vice President of Finance

Title: Procurement Contract Specialist

Date: 7/16/97

Date: August 5, 1997

RIVER 16003-091559

ADDENDUM TO THE SOFTWARE LICENSE AGREEMENT

I. License

This Addendum to the Software License Agreement dated July 23, 1991, is by and between SunGard Public Sector Inc., hereinafter referred to as SunGard Public Sector, and Riverside County Flood Control District, hereinafter referred to as Customer.

Customer agrees that the Terms and Conditions stated in the original Agreement are applicable to the Software provided under this Amendment. If any terms of this Amendment conflict with terms of the original Agreement, the terms herein shall take precedence. No title to or ownership of the Software or any of its parts is hereby transferred to the Customer and the Customer's right to use the Software shall at all times be subject to the restrictions set forth in the above mentioned Agreement and this Amendment.

SunGard, acting as a reseller, is providing the third party products listed below. The third party products named herein are subject to the license terms of their respective developers. It is Customer's responsibility to remain current on annual support and licensing compliance for third party products. Customer is aware that third party software developers may define a "user" differently than SunGard does for its IFAS brand Software. Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Amendment. The return and refund policy of each individual third party hardware/software supplier shall apply.

II. License Fee, Annual Support and Professional Services:

Third Party Software	License	First Year Support	Total Price	Users or Processors
TEST: MKS SysAdmin Toolkit	536	-	536	1 server
TEST: MKS Connectivity Suite	375	-	375	1 server
TEST: Microfocus COBOL NetExpress				
- NetExpress Run-Time Bundles	1,360	290	1,650	1 bundle
Totals	\$ 2,271	\$ 290	\$ 2,561	

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

The first Year's Support for the third party products herein is due upon execution and subsequent renewals shall be as determined by the provider of Support. The annual Software Support period commences upon execution.

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

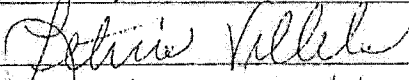
III. Payment

Due Upon Execution:	
License Fees	2,271
Annual Support	290
Total	\$ 2,561

SunGard Public Sector Inc.

Riverside County Flood Control District

BY: 

BY: 

PRINT NAME: Christian Coleman

PRINT NAME: Leticia Villela

PRINT
TITLE: VP and Controller, SunGard Public Sector Inc

PRINT
TITLE: Information Technology Officer

DATE SIGNED: 12/21/2009

DATE SIGNED: 30 November 2009

SUNGARD' PUBLIC SECTOR

Amendment 1 to Supplement No. 6003LG-00003950 and 00003951 SunGard Public Sector Inc. Software License and Services Agreement

This Amendment (the "Amendment") amends the parties' Software License and Support Agreement with an Execution Date of July 23, 1991 and Quotes Q-00003950 and Q-00003951 dated June 17, 2013 (collectively, the "Agreements") expressly as provided for in this Amendment.

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

NOW THEREFORE, in consideration of the mutual obligation, the parties hereto agree as follows:

1. Terminate Quotes Q-00003950 and Q-00003951.
2. Customer has been invoiced Eleven thousand three hundred fifty five dollars and twenty cents (\$11,355.20), Customer has paid Six-Thousand one hundred eighty eight dollars and eighty cents (\$6,188.80) and SunGard Public Sector agrees to credit Customer in this amount to be applied to Quote Q-00007061. SunGard Public Sector agrees to absolve the balance due of Five thousand one hundred sixty six dollars and forty cents (\$5,166.40).
3. **Effect of Amendment:** Except for the foregoing described changes to the Supplement, the Supplement shall in all other respects remain in full force and effect, unchanged hereby. By execution of this Amendment Customer agrees to be bound by the terms of the Agreement in each and every respect with regard to the changes created in this Amendment as if this Amendment had been fully set forth in the Agreement. There shall be no change in the warranties, representations, liabilities or obligations of SunGard Public Sector under the Agreement by virtue of this Amendment except as expressly set forth herein.

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

RIVERSIDE COUNTY FLOOD CONTROL
DIST., CA

SUNGARD PUBLIC SECTOR INC.



Authorized Signature

FINANCE DIRECTOR, FLOOD CONTROL DISTRICT

Type or Print Name and Title



Authorized Signature

Christian Coleman

VP and Controller, SunGard Public Sector Inc

Type or Print Name and Title

3/10/14

Date

3-7-2014

Date