



CONTRACT FACE SHEET

- Document Type: Contract Franchise Agreement
 MOU Right of Way Use Agreement
 Interlocal Agreement Lien
 Notice of Acceptance Correspondence
 Retainage Collective Bargaining Agreement
- Status: New Renewal
 Amendment Cancellation
 Change Order

*Vendor Name: Sarasota County Government

*JDE PO Number: 550704-000

*Effective Date: 12.23.05

*Termination Date: 12.23.07

*Clerks Receiving Number: 39037

Related Receiving Number: -

Bid Number: -

Grant Number: -

Ordinance Number: -

Resolution Number: 7246 10-17-05

CIP Number: G-59

Project Name: GovMax Budget Development Syst

Site Name: -

Vendor Number: 78220

RC# 20081203000965

Location: 06-145

* Denotes Mandatory Fields. If referring to Retainage, please indicate the Termination Date same as the Contract Termination Date.

Face Sheet Date: 02.10.06

Scan: _____

Index: _____

File Location 06-145

*fully executed
document received
05-05-2008*

City of Bellevue



Post Office Box 90012 ♦
Bellevue, Washington ♦ 98009 9012 ♦



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CITY OF BELLEV INTERLOCA 42.00
PAGE-001 OF 001
12/03/2008 15:04
KING COUNTY, WA

Recording Cover Sheet

To: King County Recorder's Office
From: City of Bellevue City Clerk's Office
PO Box 90012
Bellevue, WA 98009-9012
Date: October 24, 2008
Subject: Interlocal Agreement Filing

The following legislation and attached agreement are included for filing with King County Record's Office per RCW 39.34.040.

| | |
|------------------------------------|---|
| Government Agency: | City of Bellevue |
| Interlocal Agreement Participants: | Sarasota County Government and City of Bellevue |
| Adopting Legislation: | Resolution 7266 |
| Clerk's Receiving Numbers: | CR# 39037 |
| Description: | GovMax Budget Development System |
| Recording Fee | \$42.00 |
| | 06-145 |

Full copy of above agreement available at the City of Bellevue, City Clerk's Records Division, 11511 Main Street, Bellevue, WA (425) 452-6805 email: cityclerk@ci.bellevue.wa.us

SARASOTA COUNTY HOSTED APPLICATION SERVICE AGREEMENT

THIS HOSTED APPLICATION SERVICE AGREEMENT, made and entered into this _____ day of _____ 2005 by and between THE CITY OF BELLEVUE a political subdivision of the State of Washington, hereafter referred to as “**LICENSEE**”, and SARASOTA COUNTY, a political subdivision of the State of Florida, hereinafter referred to as “**LICENSOR**”.

WITNESSETH: The Licensor hereby grants to Licensee a non-exclusive and non-transferable hosted application service agreement, hereinafter referred to as “License Agreement” to use the Governmental Enterprise Management System, hereinafter referred to as “GOVMAX”. The GOVMAX system encompasses an integrated Capital Projects and Operating Budget system. This License Agreement covers the use of both of these systems used together or separately. Appendix I lists the acronyms and Appendix II lists definitions of terms used in this License Agreement.

TERMS AND CONDITIONS

A. Services Provided:

1. The service covered by this License Agreement is GOVMAX (“the Service”). Licensor agrees to provide access to its Operating and/or Capital Budget Systems and shall be deemed to have occurred when connection is made by electronic connection via the Internet on or before thirty (30) days following the commencement date of this License Agreement. Licensor will provide the following services.
 - a. Provide Hardware platform, operating system, system application and database;
 - b. Perform maintenance and operations control on the above mentioned system;
 - c. Store data and conduct daily backups of database;
 - d. Provide security of system and data;
 - e. Provide training on the use of the system limited to the functions of the GOVMAX system and assumes knowledge of basic computing. Sixteen (16) man-hours of on-site training are included with Licensee being responsible for travel and living expenses for the two required instructors. Additional training shall be available at a daily rate of \$1,200 plus travel and living expenses for the two required instructors;
 - f. Provide help desk support to the Budget Manager and up to two (2) system administrators;
 - g. Provide consulting services of up to 40 hours on budget document preparation, database population and database field requirements.

Specific field requirements will be provided by licensor under separate cover;

- h. Provide views (data warehouse) appropriate to Licensee needs for analysis and publication of up to 40 hours programmer time.
 - i. Other tasks as defined in the attached Scope of Work (See Appendix III).
2. Hours of Support. Supported services by Licensor will be made available during normal working hours (8:00 a.m. to 5:00 p.m., Eastern Time). The GOVMAX system will be available during extended hours on an unsupported basis with problems being resolved at the beginning of the next normal business hour cycle. Support will be made available during non-working hours upon agreement of the parties. Unless agreed upon, extensions of hours to support services cannot be assumed by Licensee as they may impact other systems. Data Center hosting support includes:
- a. Operations and Monitoring Services - Systems are each supported by an on-site operations team providing 24 x 7 continuous system monitoring; level 1 problem identification and resolution; escalation and notification; change and problem management; operating system security (when available); printer administration; password administration; data restores; vendor management; and batch scheduling and monitoring.
 - b. System Administration Services - Systems are supported by an on-call system administration team providing hardware/operating system installation, maintenance and upgrades, backup and recovery, hardware security, performance tuning and capacity planning, configuration management and data backup and restoration.
 - c. Database Administration Services - On-call database administration teams will support systems located within the Data Center. Services included by this team are: hardware and software review (memory, disk volumes, operating system levels and any additional software required); compatibility review with existing software; and technical support; MS SQL Server software installation; support and recovery documentation patch support; database backup software resolution; creation of database backup scripts; automatic notification of event conditions; automatic action on selected events (software failures); security reporting, and capacity planning monitoring (disk, memory, CPU, MS SQL Server licensing, etc.). Licensor will also perform upgrades and patches to the MS SQL Server Relational Database Management System, as published by MS SQL Server if determined to be appropriate by the System Administrator.
 - d. Application Administration Services - On-call application administration service teams will maintain the GOVMAX

application within the test and production systems located within the Data Center.

- e. Standard System Recovery Services - Licensor provides a variety of data and system recovery services. Some of these are provided as part of Sarasota County's Hosting Services, as described below. Others, such as Hot Stand-by and Cold Stand-by facilities, can be optionally provided as desired by Licensee.
 - (i) The use of disk mirroring and off-site storage of backup tapes enable the restoration of service in the event the application database is corrupted and or damaged. The high-availability architecture enables business continuance, albeit at degraded performance, in the event that the primary computing resources are made inoperable.
 - (ii) Licensor implements and maintains managed disk with a mirrored capability. This configuration is provided as a first level of data recovery.
 - (iii) Licensee data will be backed-up daily. Licensor stores copies of all backup tapes in an off-site, environmentally controlled, secure archive. Off-site storage is cycled on a daily basis. This service is provided as a means to protect Licensee from total loss of data in the event of a significant site failure.
 - (iv) All systems purchased by Licensor are equipped with dual power supplies and are provided with commercial power supported by separate uninterruptible power supplies. The Uninterrupted Power Supply (UPS) facilities are composed of battery back-up and diesel generators. The battery back-up services are sufficient to support power transition from primary power to the secondary power provided by the diesel generators.
- 3. Grant of License and Permitted Uses. GOVMAX shall at all times remain the property of Licensor. Licensor grants, and Licensee accepts, a non-exclusive, non-transferable software license ("the License") to use GOVMAX in accordance with the provisions of this Service Agreement. GOVMAX may only be used by Licensee's own personnel for the development of Licensee's operating and/or capital budget(s) and management use. Licensee agrees to take reasonable precautions to provide adequate security to use and provide access to GOVMAX only as permitted by this License Agreement.
- 4. Prohibited Uses. Licensee recognizes that GOVMAX was developed by Licensor, that Licensor claims copyright protections in GOVMAX to the fullest extent provided by law and Licensee agrees that it will not infringe

upon or otherwise violate Licensor's copyright. Licensee shall not sell, assign, license, sublicense, transfer, allow the use of, or otherwise convey any of its rights to the GOVMAX System provided under this License Agreement to any third party, any other governmental, or non-governmental entity without Licensor's prior written consent, which consent Licensor shall have the right to either grant or deny in its sole discretion.

5. Software and Licensing Requirements. In order to operate GOVMAX, additional software licenses may be required. It is the responsibility of Licensee to acquire all necessary licenses and to maintain sufficient numbers of licenses to operate GOVMAX and to satisfy all license agreement requirements by others. The following represent the minimum requirements of Licensee:
 - a. Desktop computers or terminals with sufficient power to move large amounts of data over the internet;
 - b. Internet access DSL or higher bandwidth;
 - c. Software licenses for report writers (Crystal Reports) and web browsers (Internet Explorer 6.0);
 - d. Security at the desktop or terminal location;
 - e. All table data in Licensor's required format and media
6. Data Ownership. Licensor recognizes that Licensee is the sole owner of its data and as such will be provided with access to all databases as requested. Licensor recognizes that such data may contain material exempt from State of Florida Public Records Disclosure Act and will turn over to Licensee for response any request from a third party for access to or copy (ies) of said data.

B. Term: The term of this License Agreement shall commence on _____ **2005**, ("Commencement Date") and shall continue for **two (2) years** thereafter, or such earlier date on which the term is cancelled pursuant to the provisions of this License Agreement. Provided the Licensee is not in default under the terms of this License Agreement, the Licensee may elect to renew the License Agreement for up to two (2) renewal periods of one (1) year each. The option to renew the License Agreement shall be exercised in writing not later than ninety (90) days prior to the end of the initial licensing period or the first renewal period and signed by Licensee or its authorized agent. The terms and conditions during such renewal period shall be the same, except the fee shall be adjusted as provided in Section C of this License Agreement.

C. Payment of Fees:

1. Annual Fee for Use of License. Licensee agrees to pay to the Licensor or Licensor's Administrative Agent, or assigns, at the address identified in this License Agreement, or other place as the Licensor may from time to

time designate by notice in writing, a **fee of \$25,000 per annum for both the Operating and Capital modules.**

2. Fee Adjustment: The fee shall be increased annually on the anniversary date of the Commencement Date of the initial term hereof in direct proportion to the percentage increase in the cost of living as determined by the Consumer Price Index, U.S. Licensee Average, all items (1967 = 100), published by the U.S. Bureau of Labor Statistics of the U.S. Department of Labor, or any revision equivalent thereto published by the Bureau; or three percent (3%) of the preceding year's base fee cost, whichever is less. If there ceases to be any such publication as the Consumer Price Index referenced above, some other substantially equivalent price index generally recognized as authoritative, may be substituted, provided that such index substitute is found to be mutually agreeable to the Licensor and the Licensee; provided that any such alternative index shall be appropriately reconciled to the 1967 base 100. The increased fee shall be determined by multiplying the preceding year's base fee cost by a fraction, the numerator of which shall be the index for the latest month published immediately prior to the beginning of the new term and the denominator of which shall be the index number for the same month one year earlier; or by multiplying the preceding year's base fee by three percent (3%), whichever is less. In no event shall the annual fee for any year decrease below the annual fee for the preceding year. Licensee's performance and obligation under this agreement is contingent upon an annual appropriation by its governing body.
3. Upgrades: From time to time Licensor will add optional functionality upgrades to GovMax, some of which may result in additional fees to be paid by the Licensee should the Licensee desire to acquire the upgrade. Licensor will announce the availability of any fee-based upgrades to Licensee and Licensee will have the option to refuse the new functionality. Should the Licensee desire to accept the new functionality, an invoice will be issued to the Licensee for the annual price of the upgrade on a prorated basis to cover the remainder of the current year. The following year's fee will be adjusted to include the price of the upgrade. The Fee Adjustment provision above will be applied to the upgrade in subsequent years.
4. Late Fees: The Licensee is a local government agency, therefore, the Licensee shall not be deemed in default for failure to pay the License fee, if the fee is paid in accordance with the terms of the Florida Statutes Chapter 218. The Florida Prompt Payment Act shall control as to the time by which such fee must be received by the Licensor.

D. Termination of License Agreement:

1. If the Licensee is in material breach or default, including non-payment of any fees or invoices, which if curable, is not cured within thirty (30) days after receipt of the written notice of breach or default, then Licensor's Administrative Agent may terminate this License Agreement upon thirty (30) days prior written notice.

2. Immediately following termination of this License Agreement, Licensee shall either destroy or return all manuals, templates and product software provided by Licensor and certify in writing to the Licensor's Administrative Agent that the Licensee has destroyed any such materials, which have not been returned.
 3. In the event Licensor terminates the delivery of services through the service bureau, or elects not to exercise the option to renew the License Agreement, Licensee may elect to purchase a copy of the system code described in the License Agreement, for the sole use of the Licensee, for a purchase price in the amount of \$150,000, payable within sixty (60) days from the date the purchase option is exercised. Upon purchase, Licensee shall have the right to modify or use the code solely for the Licensee's use.
 4. If the Licensor is in material breach or default, including failure to perform as provided in section A "Services Provided" which is not cured within thirty (30) days after receipt of the written notice of breach or default, then Licensee may terminate this License Agreement upon thirty (30) days prior written notice and receive a full refund for any monies paid during the year of termination..
 5. Termination for Convenience. Licensee may terminate this Agreement for any reason upon following 90 days written notice.
- E. Licensor represents that Licensor has the power and authority to enter into and perform this Agreement.
- F. Limited Warranty. Licensor certifies that it has a proprietary right and authority to license GOVMAX and that GOVMAX is the copyrighted product of Licensor. Licensor shall be responsible for any claim that GOVMAX infringes a U.S. patent or copyright or a third party's trade secrets; provided that:
1. Licensee promptly notifies Licensor in writing of the claim;
 2. Licensor has sole control of the settlement or defense of any action against Licensee as to which this indemnity relates; and
 3. Licensee reasonably cooperates with Licensor to facilitate such defense. Other than, the certification and Limited Warranty expressly stated in this Section (E), there are no express or implied warranties relating to GOVMAX covered by this License Agreement, including but not limited to warranties of merchantability or fitness for a particular purpose.
- G. Limitation of Liabilities: Licensor shall have no liability for any loss or liabilities resulting from any application of GOVMAX, or results, of such application by Licensee or any other party. Licensor's sole obligation and liability, if GOVMAX is defective or fails to conform to specifications, shall be to correct software-coding errors in the original code or replacement of the defective software. In any event, Licensor's liability for any losses or damages which arise out of or in connection with GOVMAX services provided under this License Agreement, whether the claim is in contract or otherwise, shall not exceed the annual amount paid by Licensee for the particular licensed GOVMAX System as to which the claim arose Under no circumstances shall Licensor be liable for special,

incidental or consequential damages, including, but not limited to, loss of anticipated income or loss resulting from business disruption, even if Licensor has been advised of the possibility of such damages.

H. Applicable Law and Venue:

1. This License Agreement shall be deemed to be a Florida agreement and shall be governed as to all matters of validity, interpretation, obligations, performance or otherwise, exclusively by the Laws of the State of Florida, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this License Agreement shall be deemed to have been delivered and accepted by the parties in the State of Florida.
2. Any and all suits or any claims or for any and every breach or dispute arising out of this License Agreement shall be maintained in the appropriate court of competent jurisdiction in Sarasota County, Florida.

I. Licensors' Administrative Agent: The Licensor's Administrative Agent is designated to act on behalf of the Licensor and to administer the terms and conditions of this License Agreement. If necessary, a specific Administrator may be authorized to perform the duties and responsibilities of the Administrative Agent. The Licensor's Administrative Agent is James Ferguson, Business Manager.

J. Notices: Except as otherwise provided herein, all notices required or permitted under this License Agreement shall be made in writing and shall be deemed given and served when deposited in the United States Mail, postage prepaid and certified, directed as follows:

| | |
|-----------------|--|
| If to Licensor: | Sarasota County Government 1600 Ringling Boulevard Sarasota, Florida 34236 Attn: James Ferguson, Business Manager |
| With copies to: | Sarasota County Government 1600 Ringling Boulevard Sarasota, Florida 34236 Attn: Stephen D. DeMarsh Esq. County Attorney Robert G. Cobb, Contracts |
| If to Licensee: | _____ _____ _____ Attn: _____ |
| With Copies to: | _____ _____ _____ Attn: _____ |

K. Dispute Resolution.

The parties desire, if possible, to resolve disputes, controversies and claims ("Disputes") arising out of this Agreement without litigation. To that end at the written request of a party, each party shall appoint a knowledgeable, responsible management representative to meet and negotiate in good faith to resolve any Dispute arising under this Agreement. The parties intend that these negotiations be conducted by non-lawyer, business representatives. The discussions shall be left to the discretion of the representatives. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in any action or proceeding arising under or concerning this Agreement without the concurrence of all parties. Documents identified in or provided with such communications, which are not identified as being prepared for purposes of the negotiations are not so exempted and may, if otherwise admissible, be admitted in evidence in any such action or proceeding.

If negotiations do not resolve the Dispute within sixty (60) days, the Dispute shall be submitted to the parties' respective legal departments. Prior to any lawsuit being filed, the matter shall be submitted to non-binding mediation, by a mediator mutually acceptable to the parties. Such mediation shall be conducted pursuant to the rules and procedures of mediation promulgated by the American Arbitration Association.

Each party shall bear its own cost of these dispute resolution procedures. The parties shall equally share the fees of the mediation and the mediator. Notwithstanding the foregoing, either party shall be entitled to commence legal proceedings seeking such preliminary, interim or conservatory measures, including mandatory, declaratory or injunctive relief as may be necessary to define or protect the rights and enforce the obligations contained herein pending the final settlement or adjudication of a Dispute.

L. Force Majeure

Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from unforeseen circumstances, including but not limited to delay of carriers, complete or partial shutdown of plant, unavailability of equipment or software from suppliers, acts of God, war, riot or insurrection, embargoes, acts of government, civil or military authorities, catastrophe, fire, floods, strikes, shortages of transportation

M. Miscellaneous:

1. This License Agreement constitutes the entire agreement between the parties with respect to GOVMAX and the matters discussed herein and no prior contracts, representation, condition, understanding, or agreement of any kind, oral or written, shall be binding upon the parties unless incorporated into this License Agreement in writing. This License Agreement may not be modified or amended except in writing by mutual agreement by both parties.

2. If any provision of this License Agreement is deemed invalid or unenforceable, the remaining provisions shall not be affected thereby. The terms and conditions of this License Agreement shall prevail over any printed provision of any purchase order form used by Licensee to order the GOVMAX System.
 3. This License Agreement contains and embodies all the representations, covenants and promises made by the parties hereto, and no modifications or amendments hereof shall be valid unless in writing and executed by the parties hereto.
- N. This License Agreement will be effective when it has been signed by Licensee's City Manager or designee and signed by the Licensor's Chair or Vice Chair. Licensee's signature below constitutes its acceptance for the License Agreement.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the date first above written.

WITNESS:

Print Name: Jan Hawn

Signed By: [Signature]

Date: 12/23/05

LICENSEE:

Print Name: BRAD MIYAKE

Signed By: [Signature]

Title: Deputy City Manager

Date: 12-23-05

APPROVED AS TO FORM AND CORRECTNESS:

By: [Signature]

~~ASSISTANT~~ CITY ATTORNEY
City of Bellevue, Washington

LICENSOR:

By: [Signature]

COUNTY ADMINISTRATOR
JAMES L LEE

Date: 1/5/06

Executed by the County Administrator
Pursuant to Sarasota County Ordinance
No. 2003-084.

WITNESS:

Print Name: DIANNE E ROBERTSON

Signed By: [Signature]

Date: 1/5/06

APPROVED AS TO FORM AND CORRECTNESS:

By: [Signature]
COUNTY ATTORNEY TRW

Appendix I

| | |
|--------|---|
| ACLS | Access Control List |
| ASP | Application Service Provider |
| BIA | Business Impact Analysis |
| CPU | Central Processing Unit |
| GOVMAX | Government Enterprise Management System |
| DB | Database |
| HA | Hi –Availability |
| LAN | Local Area Network |
| SecOS | Security Operating System |
| SLA | Service Level Agreement |
| WAN | Wide Area Network |
| UPS | Uninterrupted Power Supply |
| VPN | Virtual Private Network |

Appendix II

Definitions

Catastrophic Loss shall mean a condition in which the GOVMAX Data Center, or a portion thereof and the processing environments being hosted, are unavailable for a period greater than 120 continuous hours. The cause of catastrophic loss shall be limited to acts of war, acts of God, earthquake, flood, fires, explosions, riots, sabotage or governmental acts or acts of government-regulated utilities.

CPU Utilization shall be continually measured and reported for average utilization during 15-minute intervals over a 24-hour period of time. Should average CPU Utilization exceed 75% over a 24-hour period of time a performance problem will be identified and appropriate problem management procedures evoked

Customer Data shall mean all materials, data, databases, documents, images, designs, drawings, music, sound recordings and other similarly stored material, permanently or temporarily on "LICENSEE" Equipment, and all information with respect to the use of such materials and by user's of "LICENSEE'S" services, such as nature and frequency of access, user's identity, IP address, domain name, user's financial information, users digital or electronic signature, user's telephone numbers, and any other similar information, identifiable or not, that pertains, relates to or results from any access to "LICENSEE'S" equipment by a third party through modem or telephone lines. Customer Data also includes any report, summary, and statistical or other analysis of any or all of the Customer Data.

Customer Registration Form shall mean the list that contains the names and contact information (e.g., pager, email and telephone numbers) of "LICENSEE" and individuals authorized by the same for the administration of the System.

Government Enterprise Management System or GOVMAX shall mean the Sarasota County Government Enterprise Management System Background Intellectual Property including the object code and all Foreground Intellectual Property related thereto.

Data Center(s) shall mean any of the facilities used by Sarasota County to provide the Service(s).

Designated System shall mean the computer hardware and operating system configuration designated on the relevant Order for which the Programs are licensed to "LICENSEE" under this Agreement or Software License Agreement.

Disk Utilization shall be continually measured and reported for average utilization during 15-minute intervals over a 24-hour period of time. Should average Disk Utilization exceed 90% over a 24-hour period of time a performance problem will be identified and appropriate problem management procedures evoked.

Downtime shall mean that the Government Enterprise Management Application and or the application database are unavailable to "LICENSEE" from "LICENSEE'S" network connection.

Employee shall mean a person employed in a permanent full time status as defined by the U. S. Department of Labor, except that consultants, contractors, subcontractors, and contracted individuals are specifically excluded.

End User unless otherwise specified in the Order, shall mean a specific individual employed by "LICENSEE" who is authorized by "LICENSEE" to use the Sarasota County Programs on the Designated Systems, regardless of whether the individual is actively using the Programs at any given time.

Enhancement shall mean installing, delivering, supporting, and/or changing the Software Products software including, but not limited to, designing, developing, programming, implementing, documenting, and producing Software Products:

- To assure the software complies with changes in dynamic ordinances, laws and statutes.
- To keep the software compatible to "LICENSEE'S" platform.
- To keep the software compatible to "LICENSEE'S" changing business processes.
- To respond to requests for new functional or technical capability, look and feel, or to provide an upgrade specifically requested by "LICENSEE".

Executable Code shall mean the fully compiled version of a software program that can be executed by a computer and used by an End User of that program without further compilation.

Foreground Intellectual Property means all Intellectual Property that is conceived, or made, or reduced to a tangible medium of expression during any services provided or any activities conducted by Sarasota County pursuant to this Agreement.

Information Services shall mean consulting, work, tasks, jobs, analyses, and other services producing information or software, standards, correspondence, memoranda, working papers, system descriptions, documentation, specifications, user guides, products, or derivatives thereof.

Initial Term shall mean the minimum term for which Sarasota County will provide the Service(s) to "LICENSEE", as indicated herein. Except as otherwise expressly provided in this Agreement, Sarasota County is obligated to provide and "LICENSEE" is obligated to pay for each Service through its Initial Term and any Renewal Term.

Machine-readable shall mean in a machine executable language.

Maintenance shall mean the correction of any residual errors that may be discovered by Sarasota County or "LICENSEE" in any Sarasota County provided proprietary or non-proprietary software under a maintenance fee contract for Supported Program Licenses or Contracts at no additional charge. Suspected errors in the software discovered

by "LICENSEE" will be handled according to Sarasota County's Software Service Support and Maintenance procedures in effect on the date Software Service Support and Maintenance is ordered or as directed in the Program License or Contract, subject to payment by "LICENSEE" of all applicable Software Service Support and Maintenance fees. Coverage under the maintenance fee contracts excludes: (i) malfunction or inoperability of Supported Programs software caused by changes or additions in "LICENSEE'S" platform or in the Supported Programs software by anyone other than Sarasota County, if the Supported Programs software would have functioned or operated correctly without the changes or additions or without the change in platform, (ii) errors found to be caused by "LICENSEE" supplied data, machine or operator failure, "LICENSEE" negligence, or enhancements, modifications, or changes by anyone other than Sarasota County, or (iii) any other cause not inherent in the software as delivered and provided by Sarasota County.

Sarasota County Software shall mean the software product(s) for which Sarasota County owns the copyright including any adaptations, translations, de-compilations, disassemblies, emulations, or derivative works thereof.

Sarasota County Supplied Equipment shall mean any computer hardware, software and other tangible equipment and intangible computer codes contained therein provided by Sarasota County for use by "LICENSEE".

Sarasota County Technology shall mean Sarasota County's proprietary technology, including Sarasota County's Services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by Sarasota County or licensed to Sarasota County from a third party) and also including any derivatives, improvements, enhancements or extensions of Customer Technology created and conceived, reduce to practice, or developed during the term of this agreement by Sarasota County that are not uniquely applicable to "LICENSEE" or that have general applicability in the art.

Non-Sarasota County Software shall mean software to which a party other than Sarasota County owns the copyright.

Price List shall mean Sarasota County's standard commercial fee schedule that is in effect when Software Products or Service Support and Maintenance services are ordered by "LICENSEE".

Program or Programs shall mean: (i) the computer software code owned or distributed by Sarasota County for all Software Products and services outlined in this Agreement for which "LICENSEE" has been granted a license pursuant to a license agreement or contract between "LICENSEE" and Sarasota County ("Software License Agreement" or "Service Level Agreement"); and (ii) the user guides and manuals for use of the software ("Documentation"); and (iii) Updates of Software Products.

Program License or Contract shall mean a Program license or contract for which "LICENSEE" has ordered Software Products or Services for the relevant time period under this Agreement.

Proprietary Information shall mean information, whether in tangible, machine readable, or electronic form, disclosed by either of the parties to the other, which the disclosing party at the time of disclosure identifies electronically or in written or other tangible form of expression as confidential and/or proprietary by means of a legend, marking, stamp or other notice identifying the information to be confidential and/or proprietary, or information disclosed orally or visually by a party to this Agreement, where the disclosing party identifies such information as confidential and/or proprietary at the time of disclosure and, within thirty (30) days after such oral or visual disclosure, reduces the subject matter of the disclosure to a tangible or electronic form properly identified in the manner described above and submits it to the receiving party.

Registered User shall be any input device equipped with the required capabilities for running at least one instance of the Government Enterprise Management (GOVMAX) Application.

Renewal Term shall mean any service term following the Initial Term.

Residual Error For the purposes of this Agreement, residual errors include software malfunctions, and programming, coding, and syntax that cause the Software Products to fail to conform to the contract requirements, Statement of Work, or as advertised in Sarasota County written material and after having been successfully acceptance tested, but excludes additional functionality or features not included in the contract requirements, Statement of Work, nor advertised in Sarasota County written material, nor included in an amendment to this Agreement. Also, "Residual Errors" and "generally made available under maintenance contracts at no additional charge" exclude (i) malfunction or inoperability of Supported Programs software caused by changes or additions in "LICENSEE"'s platform or in the Supported Programs software by anyone other than Sarasota County, if the Supported Programs software would have functioned or operated correctly without the changes or additions or without the change in platform, (ii) errors found to be caused by "LICENSEE" supplied data, machine or operator failure, "LICENSEE" negligence, or enhancements, modifications, or changes by anyone other than Sarasota County, or (iii) any other cause not inherent in the software as delivered and provided by Sarasota County.

Service Commencement Date shall mean the agreed upon date Sarasota County will begin providing the Service(s) to "LICENSEE". As indicated herein service shall begin the next business day after execution of this Agreement by "LICENSEE".

Service(s) shall mean the specific service(s) provided by Sarasota County as described in the Statement of Work.

Software Maintenance and/or Technical Service Support shall mean services provided under this Agreement for the Software Products designated herein, which are made available pursuant to and detailed in the Software License Agreement and/or the Service Level Agreement.

Software Service Support and Maintenance shall mean the Program support services provided under Sarasota County's Software Service Support and Maintenance policies in effect on the date Software Service Support and Maintenance is ordered.

Specification Sheet shall mean the detailed description of each Service, ordered by "LICENSEE".

Supported Program License or Contract shall mean a Program license or contract for which "LICENSEE" has ordered Software Service Support and Maintenance services for the relevant time period under this Agreement.

System Availability shall be measured as follows: $(\text{Total Minutes of the Month} - \text{Minutes of Scheduled Service} - \text{Minutes of Downtime}) / (\text{Total Minutes of the Month} - \text{Minutes of Scheduled Service})$

Time and Materials shall mean Sarasota County will charge "LICENSEE" for such service on a time and materials basis at the agreed rate per person hour, plus full reimbursement of materials at Then current retail price, plus handling charges for materials plus reimbursement of travel, lodging, and per diem expenses.

Update(s) shall mean subsequent releases of the Programs, which are generally made available for Supported Program Licenses or Contracts at no additional charge, other than media and handling charges. Updates shall not include any releases, options or future products which Sarasota County licenses or provides to customers separately under consulting or customized software contracts.

Work shall mean any tangible deliverable provided by Sarasota County to "LICENSEE" as described in the Statement of Work.

Appendix III

Scope of Work

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Project Overview, Goals and Objectives

Project Overview

The City of Bellevue Finance Department (CITY) will implement a web-based hosted Budgeting System application for its budget development activities. The hosted GovMax application will be used in place of the current budget development functionality in the CITY's JDEdwards system.

The City of Bellevue and Contractor have generated a proposed project schedule. CITY project management staff will work with Contractor's project management staff to review and refine the project schedule as needed.

Goals and Objectives

With the implementation of this web-based hosted application in the City of Bellevue, GovMax will enable the Finance Department to create and maintain biennial operating and non-operating budgets with an integrated multiple year capital projects system. The application will allow for comprehensive budget reporting on an annual, biennial, and multi-year basis.

The goal is to provide a project implementation that meets the timeline, scope and budget of the CITY, so that the Finance Department is prepared to address its budget development needs by the "Go Live" dates noted in the Implementation Plan. Key objectives include:

- A timely installation of the system per the Project Plan;
- Successful training of CITY staff on the use of the System through a train-the-trainer approach;
- Addressing the functional gap areas in collaboration with the CITY;
- Providing an acceptance test methodology to the CITY;
- Accurate data exchange between the CITY's JDEdwards and GovMax applications; and
- Identifying Key Roles and Responsibilities of both parties.

Specifically, the CITY is looking to automate many of its current budgeting processes (see Existing Business Practices below), including the following functionality:

- Decision packages – ability to track requests, approved, denied, one time vs. ongoing and easily distribute decisions to appropriate line items.
- Flexibility to adjust process - System/workflow should be easily configured to allow for changes in budget process (e.g., process with program prioritization/ranking of

importance; zero-based budget approach; reduction targets, etc.). (Available in next release, GovMax V.2)

- Personnel Modeling- Ability to run scenarios on salary, benefits, and vacancy rate information either during budget process or throughout the year, and post accepted changes to the system. (Available in next release, GovMax V.2)
- Forecasting tools – ability to forecast on a rolling basis multiple years into the future. (Available in next release, GovMax V.2)
- Allow for distributed entry, managing workflow, and varying levels of security to prevent unauthorized use.
- Allow for multi-year budgeting for both Operating and Non-Operating Funds combined with multi-year planning.
- Base budget is self-balancing.
- Budget document production
- Provide process reports (changes to requests and base budgets over time) and base budget and decision package reports.
- Provide Audit Trails on changes.
- Multi-year capital improvement planning and budgeting. CIP/grant budget development and monitoring -- revenue allocations by fund.
- Timeliness and quality measure integration w/ general ledger and budget.
- Flexibility to adjust reporting – activity based costing, cost/performance measure by Council goal, etc.
- Performance measures to resource allocation linkages (provided in PilotWorks for GovMax Module).
- Performance Measures – integrate performance measure development and reporting with budget development and reporting. Includes budget to actual targets and summary reports (provided in PilotWorks for GovMax Module).

Existing Business Processes

The City currently uses the JDEdwards budget development module, plus other tools, to develop and manage its Operating and Non-Operating budgets. This module relies heavily on external spreadsheets and other budget consolidation tools which are inefficient due to multiple points of entries and the need for manual error checking. The following outline itemizes the tasks associated with each of the CITY's existing budget processes.

1. Department Operating budget development by Department

This process includes the initial collection of budget information. These tasks are completed by each of the CITY's nine (9) Departments.

- ✓ Receive budget baseline information from appropriate department personnel
- ✓ Prepare budget input
- ✓ Create Budget Issue/Decision Package
- ✓ Relate Budget Issue/Decision Package to Organizational Goals, Mandates, etc
- ✓ Associate request with level of service
- ✓ Assign Budget Designation/Status
- ✓ Rank Budget Issue/Decision Package

- ✓ Submit Budget Issue/Decision Package
- ✓ Submit department specific forecast information

2. Budget Office Operating Budget Development

This process develops the Operating Budget by making a multitude of adjustments to the information collected at the department level.

- ✓ Create a base line budget
- ✓ Apply inflationary increases to baseline budgets at varying levels (i.e., citywide, account specific, etc.)
- ✓ Distribute budget to departments.
- ✓ Provide financial forecast
- ✓ Administration, collection, and review of budget input
- ✓ Review Submitted Budget Issue Decision Package
- ✓ Rank Budget Issue/Decision Package
- ✓ Approve/Reject Budget Issue/Decision Package
- ✓ "Add" or "subtract" decision package and/or components of package from baseline budget.
- ✓ Approval/Rejection/Notification (via budget issue recommendation report, but not email notification in current version)
- ✓ Rollover of budget to next stage (prelim to final) and track changes
- ✓ Summary report of all funds, showing fund resources and fund requirements. Display the difference out of balance for each fund and for the city overall.
- ✓ Allocation basis to distribute the expenditures (or revenues) of an internal service fund.
- ✓ Technical balancing of transfers or charges between organizations or funds (interfunds)
- ✓ Audit trail of changes and reasons for changes

3. Personnel Budgeting

This process includes the steps required to develop the budget for personnel (salary and benefits) at the CITY.

- ✓ Starting point – Current employee payroll data
- ✓ Identify employer costs by position - Position budgeting
- ✓ Estimate costs by employee bargaining units
- ✓ Estimate costs for vacant and newly requested positions
- ✓ Sensitive to dates affecting step/merit increases and start/end dates of e.g., LTE (Limited Term Employees)
- ✓ Include add to pays by employee
- ✓ Perform various scenarios and compare scenarios side by side before selecting (Available in next release, GovMax V.2)
- ✓ Analyze impact from salary and benefit changes
- ✓ Associate a revenue with a position (via Budget Issues)
- ✓ Track total number of FTE (Full Time Equivalent)
- ✓ Share FTE among multiple people (i.e. 2 part time staff sharing 1 FTE position)
- ✓ Place 1 FTE in two partial FTE positions (i.e. splitting)
- ✓ Share and track position budgeted in one department but used in another

4. Performance Measure/Strategic Planning

This tool plus other benchmarking tools are used to help develop the biennial budget to evaluate its many programs. Includes comparison of actuals to targets.

- ✓ Goals/Objectives/Measures Development
- ✓ Performance Measure development and reporting

5. Capital Budget Development

This process develops the Capital Improvement Program (CIP) seven-year plan. Each biennium the plan is updated and uses the current seven-year CIP plan as the starting point.

- ✓ Re-cost current CIP projects and subsequent operating costs
- ✓ Balance to available resources
- ✓ Identify capital costs for new projects and subsequent operating costs
- ✓ Identify capital expenditure financing
- ✓ Accept/reject new projects to plan
- ✓ Balance CIP by revenue source – resource allocation
- ✓ CIP Operating Budget Impact and Aggregation

6. Budget Monitoring/Reporting and Analysis

This process compares the budget to actuals for the current year. Performed on a monthly and quarterly basis by departments and submitted to the Budget Office. The Budget Office tracks variances and forecast position and reports to the City Council quarterly.

- ✓ Report budget and expenditure information by department, program, business unit including year-end projections
- ✓ Historical tracking of revenues and expenditures for budget monitoring
- ✓ Link performance measures to departments and programs for budget monitoring
- ✓ Drill down capability
- ✓ Excel/Crystal Reports import and export
- ✓ Budget Analysis Reports
- ✓ Budget Issues Service Levels Compilations/Comments
- ✓ Generate ad hoc reports

7. Budget Document Production

This process integrates financial and performance information, narrative, charts, and graphs from various tools to create the CITY's budget document.

- ✓ Executive Summaries
- ✓ Resource Summaries
- ✓ Financial Forecasts
- ✓ Budget Summaries
- ✓ Program Department Pages (financial and performance)
- ✓ Organization Charts
- ✓ CIP Summaries
- ✓ CIP Project Pages

Interface Requirements and Solutions

The CITY requires three (3) interfaces with GovMax. The first consists of the uploading of exported budget data from JDE (including GL Accounts, actual account totals, and budget totals). The second consists of the uploading of personnel data from JDE (including employee name, salary, hire date and benefit information). The third interface will export budget data from GovMax that will be uploaded into JDE. Each of the interfaces is further defined below, with table definitions that itemize the record layouts that will be utilized for this exchange of data and a process overview with role assignments.

Interface #1 – Budget Data from JDE to GovMax

| JDE To Gov Max Expenditure/Revenue Template Layout | |
|---|----------------------------|
| Field | Field Length/Format |
| Fiscal Year | 4 Char |
| Org Code | 20 Char |
| Account Code | 10 Char |
| Adopted Budget | Integer |
| Admended Budget | Integer |
| YTD (Year to Date Actuals) | Currency |
| Encumbrance | Currency |
| Org Code Title | 60 Chars |
| Business Center | 2 Char |
| Business Center Name | 60 Chars |
| Business Unit | 4 Chars |
| Business Unit Name | 60 Chars |
| Department Code | 2 Chars |
| Department Name | 60 Chars |
| Division Code | 6 Chars |
| Division Name | 60 Chars |
| Fund | 10 Chars |
| Fund Name | 60 Chars |
| TFA (Fund Activity) | 3 Chars |
| TFA Description | 60 Chars |
| Program Code | 6 Chars |
| Program Name | 60 Chars |
| Function Code | 5 Chars |
| Function Name | 60 Chars |
| Account Code Title | 60 Chars |
| Account Major | 2 Chars |
| Account Major Title | 60 Chars |
| Account Minor | 3 Chars |
| Account Minor Title | 60 Chars |
| Type (E=Expd, R=Revenue) | 1 Chars |

Notes:

| |
|---|
| 1) There are two primary keys used to reference the Chart of Accounts in the finance system. The Org Code and the Account (i.e. Object Code) |
| 2) The length of the Org Code may be up to 20 characters and is the primary key pointing to the organizational side of the chart of accounts and is sometimes called a cost center or budget unit number. |
| 3) The Org Code has several relational background parts, these background parts may be included in the org code itself to make it unique or for visual reference. (e.g. 123-12345-1234) |
| 4) The Org Code has several background parts (foreign keys): The Fund, Business Center, Business Unit, Department, Division, Program, TFA (TFA = Transactional Fund Activity/sometimes called the Legal Appropriation Unit) |
| 5) The account code is also called the Object Code by many and used to track different types of expenditures and revenues (e.g. 50100 could represent "Regular Salaries"). |
| 6) The Account or Object code has only 2 background parts: The account major and minor. |
| 7) The YTD would be the end of year close out amount (history) for past fiscal years |
| 8) The above layout is used for reference, we will need to have a conference call to do a cross walk to the above terminology. |
| 9) We are flexible to the exact layout and type of file to be imported into GovMax. A fixed length ascii file is preferred. |
| 10) The lengths of the codes listed above are for a typical installation but can be altered slightly to your requirements. |

The process for the first interface will consist of the following steps:

1. Data Extraction

The City will extract the appropriate data from the legacy system per instructions from Contractor. This data will be stored in an Excel format per the above file definition.

2. Data Mapping

Contractor will be responsible, with assistance from the City, for mapping and documenting the data, field by field, that will be exchanged between the two systems.

3. Data Upload

Contractor will upload the data from Excel format into the new GovMax system.

4. Data Testing

City staff, with guidance from Contractor, will test exchanged data to assure accuracy and completeness (see Scope of Work, ATP section).

Interface #2 – Personnel Data from JDE to GovMax

| <u>JDE To Gov Max Position File Layout</u> | |
|--|----------------------------|
| <u>Field</u> | <u>Field Length/Format</u> |
| <u>Position Number</u> | <u>7 Char</u> |
| <u>Employee Name</u> | <u>25 Char</u> |
| <u>Hire Date</u> | <u>Date</u> |
| <u>Merit Date</u> | <u>Date</u> |
| <u>Current Salary</u> | <u>Currency</u> |
| <u>FTE</u> | <u>2 Decimals</u> |
| <u>Type (Full/Part)</u> | <u>4 Char</u> |
| <u>OrgCode</u> | <u>20 Char</u> |
| <u>Budget Split %</u> | <u>2 Decimals</u> |
| <u>Retirement Code</u> | <u>2 Char</u> |
| <u>Retirement Code Desc</u> | <u>60 Char</u> |
| <u>Retirement Account</u> | <u>2 Char</u> |
| <u>Retirement Amount or Rate</u> | <u>Float</u> |
| <u>Health Code</u> | <u>2 Char</u> |
| <u>Health Code Desc</u> | <u>60 Char</u> |
| <u>Health Account</u> | <u>6 Char</u> |
| <u>Health Amount or Rate</u> | <u>Float</u> |
| <u>Lifelns Code</u> | <u>4 Char</u> |
| <u>Lifelns Desc</u> | <u>60 Char</u> |
| <u>Lifelns Account</u> | <u>6 Char</u> |
| <u>Lifelns Amount or Rate</u> | <u>Float</u> |
| <u>Worker Comp Code</u> | <u>4 Char</u> |
| <u>Worker Comp Desc</u> | <u>60 Char</u> |
| <u>Worker Comp Account</u> | <u>6 Char</u> |
| <u>Worker Comp Amount or Rate</u> | <u>Float</u> |
| <u>Class Code</u> | <u>6 Char</u> |
| <u>Class Code Desc</u> | <u>60 Char</u> |
| <u>Pay Grade</u> | <u>4 Char</u> |
| <u>Pay Grade Desc</u> | <u>60 Char</u> |
| <u>Grade Annual Minimum</u> | <u>Currency</u> |
| <u>Grade Annual Maximum</u> | <u>Currency</u> |
| <u>Class New Hire Amount</u> | <u>Currency</u> |
| <u>Full-Time Account</u> | <u>6 Char</u> |
| <u>Part-Time Account</u> | <u>6 Char</u> |
| <u>OverTime Account</u> | <u>6 Char</u> |
| <u>Pay Plan Name</u> | <u>60 Char</u> |
| <u>Eeo Code</u> | <u>2 Char</u> |
| <u>Eeo Code Desc</u> | <u>60 Char</u> |

Notes:

1) The required data for the position upload into GovMax is actually a combination of Employee, Position and Classification code specific data.

2) The data for many of the fields listed above will be duplicated from row to row. This is fine and preferable to the otherwise numerous uploads it would require for a more normalized data upload.

3) Budget Splits can be used if the cost of the position is to be distributed. The sum of the budget splits for a given position must total to 100.

| |
|--|
| 4) All information for a given position should be duplicated except for the OrgCode and the amount of the split for those positions that are using budget splits. The import routine will not duplicate the position, only add the additional budget splits. |
| 5) The above layout is used for reference, we will need to have a conference call to do a cross walk to the above terminology. |
| 6) We are flexible to the exact layout and type of file to be imported into GovMax. A fixed length ascii file is preferred. |
| 7) The lengths of the codes listed above are for a typical installation but can be altered slightly to your requirements. |

The process for the second interface is the same as Interface #1.

Interface #3 - Budget Data from GovMax to JDE

The file definition for Interface #3 is very simple and will consist of Account #, Year and Budget Amount.

The process for Interface #3 will consist of the following steps:

1. Data Extraction

Contractor will extract the appropriate data from the GovMax system. This data will be stored in an Excel format per the above file definition.

2. Data Mapping

Contractor will be responsible, with assistance from the City, for mapping and documenting the data, field by field, that will be uploaded into JDE.

3. Data Upload

CITY will upload the data from Excel format into the JDE system.

4. Data Testing

City staff will test exchanged data to assure accuracy and completeness (see attached Scope of Work, ATP section).

Reporting Requirements

This section lists the individual custom reports the CITY needs to accommodate biennial budget reporting requirements. These reports will be created by Contractor using Crystal Reports. Examples of these reports will be provided to Contractor for review.

| # | Report Name |
|----|--|
| 1 | Budget Summary – Total City Budget (Compares Bienniums) |
| 2 | Resources by Source and Exp by Program Dept (Compares Bienniums) |
| 3 | Expenditures by Category – Total City Budget (Compares Bienniums) |
| 4 | Operating Budget – Expenditures by Fund (Compares Bienniums) |
| 5 | Special Purpose Budget – Expenditures by Fund (Compares Bienniums) |
| 6 | Capital Project Budget – Exp by Program Area and Fund (Compares Bienniums) |
| 7 | Operating Costs Funded by CIP (By Year) |
| 8 | Total City Budget Resources (Compares Bienniums) |
| 9 | Total Operating Budget Resources (Compares Bienniums) |
| 10 | Summary of General Fund Resource Changes – By Source (Compares Bienniums) |
| 11 | Special Purpose Budget Resources (Compares Bienniums) |
| 12 | Capital Project Budget Resources (Compares Bienniums) |
| 13 | Financial Summary By Program Department (Compares Bienniums) |
| 14 | CIP Resource Summary by Program Area (7-Yr Plan) |
| 15 | CIP Project Costs by Year and Project Category (7 years) |
| 16 | Operating Costs Funded by CIP (By Year) |
| 17 | Funded Projects by Project Category (7-Yr Plan & Total Estimated Cost) |
| 18 | Cost and Resource Summary by Project Category (By Year) |
| 19 | Project Description Page by CIP Plan # |
| 20 | Resources by Fund with History (Budget/Actuals by Biennium) |
| 21 | Resources by Source for All Funds (Budget/Actuals by Year) |
| 22 | Resources by Source for Operating (Budget/Actuals by Year) |
| 23 | Resources by Source/Fund for All Funds (Budget/Actuals by Year) |
| 24 | Expenditures by Fund/Department with History (Budget/Actuals by Biennium) |
| 25 | Expenditures by Object with History For All Funds (Budget/Actuals by Year) |
| 26 | Operating Funds Expenditures by Object with History (Budget/Actuals by Year) |
| 27 | Expenditures by Object within Fund with History (Budget/Actuals by Year) |
| 28 | General Fund Expenditures by Dept with History (Budget/Actuals by Year) |
| 29 | Personnel Budget by Dept/Position (By Year) |
| 30 | Personnel Budget by Business Unit/Position (By Year) |
| 31 | Personnel Budget by Dept/Payplan (By Year) |
| 32 | Summary of Budgeted Full –Time Equivalents |
| 33 | Budget Salary and Position Detail by Year (By Fund/Department) |
| 34 | Budget Analysis by Fund/Department (By Year) |
| 35 | Budget Analysis by Fund/Department (By Biennium) |
| 36 | Budget Analysis by Fund from Prelim to Final (By Biennium) |

Section A1 of the Hosted Application Service Agreement provides for 40 hours of consulting that can be used towards the development of your budget reporting requirements. The fee for this 40 hours of consulting is part of your first year's Annual Fee. If your reporting requirements exceed the initial 40 hours, the most Contractor will charge the CITY is an additional 40 hours. Since Contractor has yet to determine the level of effort required to produce the reports on the previous page, the actual time required could be less, in which case the invoice will reflect the actual time required, not to exceed the additional 40 hours.

Implementation Plan

Project Schedule

The following proposed schedule is stored in MS Project format. This project schedule may be revised, if agreed to in writing, by the project managers of both the CITY and the Contractor, both before and during system implementation. The actual start date will be determined by the project managers of both the CITY and the Contractor. If the schedule revision is significant, effecting the cost or scope of the project, the revised schedule will become a contract amendment.

| ID | Task Name | Duration | Start | Finish | Resource Names |
|----|--|----------|-------------|-------------|-----------------|
| 1 | Implementation Kickoff (on-site) | 1.5 days | Wed 1/04/06 | Thu 1/05/06 | Govmax,Bellevue |
| 2 | Define current processes | 1 day | Wed 1/04/06 | Wed 1/04/06 | Bellevue,Govmax |
| 3 | Define organizational structures | 0.5 days | Thu 1/05/06 | Thu 1/05/06 | Bellevue,Govmax |
| 4 | Develop GovMax Interfaces | 32 days | Thu 1/05/06 | Tue 2/21/06 | |
| 5 | Define fields and format of JDE/GovMax interface | 2 days | Thu 1/05/06 | Fri 1/06/06 | Govmax,Bellevue |
| 6 | Organizational and Account Structures Export | 4 days | Fri 1/06/06 | Wed 1/11/06 | Bellevue |
| 7 | Organizational and Account Structures Upload | 2 days | Wed 1/11/06 | Thu 1/12/06 | Govmax |
| 8 | Expenditure/Revenue History Export | 4 days | Thu 1/12/06 | Wed 1/18/06 | Bellevue |
| 9 | Expenditure/Revenue History Upload | 2 days | Wed 1/18/06 | Thu 1/19/06 | Govmax,Bellevue |
| 10 | FY2004 Budget Detail Export (optional & one time only) | 4 days | Thu 1/19/06 | Tue 1/24/06 | Bellevue |
| 11 | FY2004 Budget Detail Import (optional & one time only) | 2 days | Tue 1/24/06 | Wed 1/25/06 | Govmax |
| 12 | Position Classification and Benefits Export | 4 days | Wed 1/25/06 | Mon 1/30/06 | Bellevue |
| 13 | Position Classification and Benefits Upload | 2 days | Mon 1/30/06 | Tue 1/31/06 | Govmax |
| 14 | Personnel/Payroll Data Export | 4 days | Tue 1/31/06 | Fri 2/03/06 | Bellevue |
| 15 | Personnel/Payroll Data Upload | 2 days | Fri 2/03/06 | Mon 2/06/06 | Govmax |
| 16 | Capital Projects Export | 6 days | Mon 2/06/06 | Mon 2/13/06 | Bellevue |
| 17 | Capital Projects Upload | 2 days | Mon 2/13/06 | Tue 2/14/06 | Govmax |
| 18 | GovMax to JDE Budget Uploads | 2 days | Tue 2/14/06 | Wed 2/15/06 | Govmax |
| 19 | Ad-hoc Reporting | 5 days | Wed 2/15/06 | Wed 2/22/06 | |
| 20 | Define initial reporting requirements | 1 day | Wed 2/22/06 | Wed 2/22/06 | Bellevue,Govmax |
| 21 | Create Crystal Enterprise data view | 4 days | Wed 2/22/06 | Mon 2/27/06 | Govmax |

| | | | | | |
|----|-----------------------------------|----------|-------------|-------------|-----------------|
| | repository | | | | |
| 22 | GovMax on-site training | 1 day | Mon 2/27/06 | Mon 2/27/06 | Govmax,Bellevue |
| 23 | Develop custom Budget Docs | 6 days | Mon 2/27/06 | Mon 3/06/06 | |
| 24 | Define Budget Doc formats | 1 day | Mon 3/06/06 | Mon 3/06/06 | Bellevue,Govmax |
| 25 | Develop Custom Budget Docs | 5 days | Mon 3/06/06 | Fri 3/10/06 | Govmax |
| 26 | System Acceptance Review | 5 days | Fri 3/10/06 | Thu 3/16/06 | Bellevue |
| 27 | GovMax 'Go Live' | 0 days | Thu 3/16/06 | Thu 3/16/06 | |
| 28 | Implementation Post Review | 0.5 days | Fri 3/17/06 | Fri 3/17/06 | Bellevue,Govmax |

Training Plan

Training Overview

Training needs to be appropriate to the implementation plan, timetable, and staff knowledge levels. City of Bellevue prefers a Train-the-Trainer approach and will schedule the appropriate personnel for the 8 hours of classroom training conducted by Contractor at CITY training facilities. The training will consist of Budget Office (power users) Training (4 hrs) and Department Budget Contacts Training (4 hrs). These classes will be limited to a maximum of 12 participants. Contractor will provide training materials for these classes and for CITY to reproduce for future user training. The user training will be conducted by an experienced Contractor Trainer and will include system set up, security and maintenance, the budgeting process and reporting.

Training Participants

The following is a list of train-the-trainer participants identified at this time. The CITY reserves the right to revise this list before the training commences.

| Participant Name | Department | Type of Training |
|--------------------|-------------------------|------------------|
| David Baldwin | Finance – Budget Office | Power User |
| Carla Beauclair | Finance – Budget Office | Power User |
| Jason Bentosino | Finance – Budget Office | Power User |
| Bill D'Elia | Finance – Budget Office | Power User |
| Andrea Jutte | Finance – Budget Office | Power User |
| Jan Penney | Finance – Budget Office | Power User |
| Nate Reese | Finance – Budget Office | Power User |
| Rich Siegel | Finance – Budget Office | Power User |
| Jonathan Swift | Finance – Budget Office | Power User |
| Anna Marie Wellman | Finance – Budget Office | Power User |
| Zemed Yitref | Finance – Budget Office | Power User |
| Leah Bean | City Attorney | Budget Contact |
| Allison Brodine | Transportation | Budget Contact |
| Bob Brooks | Utilities | Budget Contact |
| Charlie Bush | City Manager's Office | Budget Contact |
| Nina Dennis | Information Technology | Budget Contact |

| | | |
|----------------------------|------------------------|----------------|
| Nina Dennis | Information Technology | Budget Contact |
| Susan Dietz | Parks | Budget Contact |
| Teri Jones | Development Services | Budget Contact |
| Carl Krikorian | Police | Budget Contact |
| Stacie Martyn | Fire | Budget Contact |
| Michelle Murphy | City Clerk | Budget Contact |
| Debbie Nagasawa | Utilities | Budget Contact |
| Rick Olsen | Risk Management | Budget Contact |
| Terry Pedersen | Facilities Services | Budget Contact |
| | | |
| Total Participants: | 24 | |

Acceptance Test Plan

Test Plan Overview

Acceptance Testing is a key to the successful outcome of the implementation of the new system at the CITY. The identified testing falls into two main categories:

- ✓ software testing (configuration and functionality testing), and
- ✓ interface testing (functionality and data accuracy)

Testing will occur throughout the new system implementation process to ensure that the software functions as promised and meets the needs of the City and that all interfaces are working as required. Additional testing will be conducted to insure that all data is exchanged accurately and that all software configuration issues are resolved prior to 'Go Live'. Contractor will provide ongoing consultation during each stage to ensure the timely identification and resolution of issues that arise. Contractor will be responsible for managing and resolving issues. The City will be responsible for managing and executing tests. The City will also be responsible for identifying and documenting data or software issues, and also for retesting to confirm issues are resolved.

Support Response Plan

Problem Reporting Procedure

The CITY may report errors or problems to CONTRACTOR in the following manner:

By Phone, currently at 941-861-7100 (plus emergency cell phone as provided from time to time)

By Fax, (not available)

By Email at technologysupport@scgov.net

By website software support product (not available)

The CITY will cooperate with CONTRACTOR to provide information concerning any suspected error or problem reported.

The escalation procedures in Section 3 will apply if CONTRACTOR does not meet these time periods.

Guaranteed Response

CONTRACTOR agrees to respond to support calls from the CITY, during the identified hours of availability, as follows:

CRITICAL CALLS

Description:

During the CITY'S most critical budget development period, from March through June, any system error, which severely impacts the ability of the CITY to perform normal budgeting functions will be considered a critical error. Such System Errors include:

- *Server or Client lockups caused by System/Service failure.*
- *Data corruption caused by System failure.*
- *Interference with User's ability to complete budget tasks on time caused by System/Service failure.*
- *Any other critical work disruption caused by System/Service failure*

Initial Response:

CONTRACTOR will respond within *one (1)* hour after the error has been reported as outlined above. During regular business hours (8:00 a.m. – 5:00 p.m. Eastern Standard Time), it will be presumed that CONTRACTOR has been contacted immediately after CITY has reported the problem. After regular business hours, CITY will follow CONTRACTOR protocols (with emergency numbers) until a representative of CONTRACTOR is contacted.

Resolution Response: CONTRACTOR will work continuously to resolve the issue. In the meantime, CONTRACTOR will provide the CITY with an acceptable workaround solution. The goal for restoring service for a critical situation is within one business day. If service cannot be restored within this time period, CONTRACTOR will provide a detailed response plan to CITY indicating a diagnosis, steps already taken and plan to resolve the problem with estimated resolution time.

Notification: CONTRACTOR will update the CITY's designated representative of progress frequently during problem resolution and provide a final report of the status of the system once the workaround has been provided and when the problem has been resolved.

SERIOUS CALLS

Description: Errors defined as Critical above, will be lowered to Serious Call status during the CITY'S non-critical budget period, from July through February. Additional Serious System Errors, are those which prevent the User from performing non critical budget development functions .

Initial Response: CONTRACTOR will respond within four (4) business hours after the error has been reported as outlined above. During regular business hours (8:00 a.m. – 5:00 p.m. Eastern Standard Time), it will be presumed that CONTRACTOR has been contacted immediately after CITY has reported the problem. After regular business hours, it will be presumed that CONTRACTOR has been contacted at the start of the next business day.

Resolution Response: CONTRACTOR will work as quickly as possible to resolve the issue. In the meantime the CONTRACTOR will provide the CITY with an acceptable workaround solution if needed. The goal for resolving a Serious Call issue is within two (2) business days.

Notification: CONTRACTOR will notify the CITY's designated representative when a workaround has been provided and when the problem has been resolved.

ROUTINE CALLS

Description: A routine call would result from a request for service that does not impact business operations. This classification would be used to request routine maintenance, upgrading, data issues, and questions or inquiries relating to the Supplied Software's functionality, system administration or installation. Cosmetic, documentation, or other reporting problems would also fall under this category.

Initial Response: CONTRACTOR will respond within eight (8) hours after an individual has been contacted. During regular business hours (8:00 a.m. – 5:00 p.m. Eastern Standard Time), it will be presumed that CONTRACTOR has been contacted immediately after CITY has reported the problem. After regular business hours, it will be presumed that CONTRACTOR has been contacted at the start of the next business day.

Resolution Response: CONTRACTOR will work as needed to provide the CITY with a resolution to the problem. The goal for resolving a Routine Call issue is within five (5) business days.

Notification: CONTRACTOR will notify the CITY's designated representative when the problem has been resolved.

The response time periods set out above shall be measured from the time CITY logs the call via the options listed above, and shall end when CONTRACTOR contacts the designated CITY Representative. The Targeted Fix Time set forth above shall be measured from the time CITY logs the call via the options listed above, and shall end when CONTRACTOR has successfully implemented the correction or patch.

Problem Escalation

If a reported problem is not progressing as set forth above, CITY shall escalate the problem by notifying the appropriate personnel as provided in the list below:

Primary Contact: Judy Kenton
941-861-5423
jkenton@scgov.net

Secondary Contact: Jim Ferguson
941-861-5429
jferguson@scgov.net

Pricing Proposal

Unless stated otherwise, all implementation and training services, described in Contract Terms and Conditions, Section A - Services Provided and Appendix III – Scope of Work, will be included in the first \$25,000 annual fee defined herein.

If needed, during the life of this contract, Contractor will provide additional assistance to CITY at the following Contract Time and Material Labor Rates.

| UNIT | TYPE OF TASK: Training | CURRENT RATE | RATE (EFF. 4/1/06) |
|--------|------------------------|--------------|--------------------|
| Hourly | | \$75.00 | \$125.00 |
| Daily | | \$600.00 | \$1,000.00 |
| Weekly | | \$3,000.00 | \$5,000.00 |

| UNIT | TYPE OF TASK: General Consultation | CURRENT RATE | RATE (EFF. 4/1/06) |
|--------|------------------------------------|--------------|--------------------|
| Hourly | | \$75.00 | \$125.00 |
| Daily | | \$600.00 | \$1,000.00 |
| Weekly | | \$3,000.00 | \$5,000.00 |

| UNIT | TYPE OF TASK: Custom Report Writing | CURRENT RATE | RATE (EFF. 4/1/06) |
|--------|-------------------------------------|--------------|--------------------|
| Hourly | | \$75.00 | \$125.00 |
| Daily | | \$600.00 | \$1,000.00 |
| Weekly | | \$3,000.00 | \$5,000.00 |

NOTE: If travel is involved, actual travel expenses will be billed at cost.

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 7266

A RESOLUTION authorizing the City Manager or his designee to execute, on behalf of the City, a contract with Sarasota County, Florida, in an amount not to exceed a total of \$124,000 over four years plus a one time interface cost not to exceed \$38,000, for the implementation of GovMax as Bellevue's Budget Development System.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute, on behalf of the City, a contract with Sarasota County, Florida, in an amount not to exceed a total of \$124,000 over four years plus a one time interface cost not to exceed \$38,000, for the implementation of GovMax as Bellevue's Budget Development System, a copy of which contract has been given Clerk's Receiving No. 39037.

Passed by the City Council this 17th day of October, 2005, and signed in authentication of its passage this 17th day of October, 2005.

(SEAL)

Connie B. Marshall
Connie B. Marshall, Mayor

Attest:

Myrna L. Basich
Myrna L. Basich, City Clerk

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT

Resolution No. 7266, authorizing execution of a contract with Sarasota County, Florida for the implementation of GovMax as Bellevue's budget development system.

FISCAL IMPACT

This Resolution authorizes the City Manager to enter into an agreement with Sarasota County for \$25,000 in the first year, with optional renewals increasing at the rate of inflation for an additional three years. In addition, this action allows for a maximum of \$20,000 in additional functional customizations. Total contract authorization requested is \$124,000.

System interfaces between GovMax and JD Edwards are estimated at \$38,000. These interfaces will be performed through an existing contract with AMX, Bellevue's JD Edwards implementer.

Funding for this contract was budgeted and is available in the Finance and Human Resources System Replacement Project.

STAFF CONTACT

Jan Hawn, 452-6846
Jonathan Swift, 452-7863

POLICY CONSIDERATION

Approval of this Resolution provides for the implementation of an automated budgeting system which, consistent with the goals of the Finance and Human Resources Replacement Project, is expected to provide for additional administrative efficiencies.

BACKGROUND

At the September 12, 2005 Council Study Session, staff provided an overview of the purpose and advantages of purchasing the GovMax budgeting system from Sarasota County, Florida. Council requested additional information, including examples of Council relevant reports that the GovMax system could provide. This information was provided at the October 3, 2005 Council Study Session.

A budget development system serves as a planning tool that stores background financial data in detail and is designed to support an iterative planning process, compiling changes

in the budget from the initial request through various stages of departmental, budget office, City Manager, Council review and approval and into the adopted budget. The benefits of a strong budget system include automating manual processes, improving data collection and workflow, strengthening analysis capabilities, and reducing error checking, data entry and re-keying, thus allowing additional time for budget analysis.

The City purchased the JDE OneWorld system with the understanding that JDE did not provide a governmental budget development module and would not meet the City's requirements. A cross-departmental team worked for several months to develop a recommendation for changes to Bellevue's current budget system. Staff determined that while several budget planning systems existed, these systems were embedded in proprietary software and would require the City to purchase a new accounting system. Staff identified one low cost alternative, GovMax, that would require minimal set-up and operational costs.

The GovMax budget solution integrates operating, capital, and performance budgeting into a single environment which will allow for the automation of a variety of manual processes. The selection process used meets the City Code and contracting policies.

The following table compares some of the anticipated efficiency gains of GovMax to the system used to prepare the 2005-2006 Budget (Current Budget Tool).

| <u>Current Budget Tool</u> | <u>GovMax</u> |
|--|--|
| Staff had to use multiple programs & spreadsheets for budget development. | Staff will use one integrated system. |
| Staff had to manually extract program information from multiple sources. | Staff will be able to flag fields and create the ability to print reports showing program information. |
| Staff spent significant hours inputting data into redundant systems and error-checking data. | Data will be fully integrated into one system and the need for this level of error-checking will be significantly reduced. |
| Budget document was produced from multiple sources (Word, Excel, JDE, etc.). | Staff will produce most of the budget document directly from GovMax. |

EFFECTIVE DATE

If adopted by Council, this Resolution becomes effective immediately.

OPTIONS

1. Adopt Resolution No. 7266, authorizing execution of a contract with Sarasota County, Florida for the implementation of GovMax as Bellevue's budget development system.
2. Provide alternative direction to staff.

RECOMMENDATION

Adopt Resolution No. 7266, authorizing execution of a contract with Sarasota County, Florida for the implementation of GovMax as Bellevue's budget development system.

MOTION

Move to adopt Resolution No. 7266, authorizing execution of a contract with Sarasota County, Florida for the implementation of GovMax as Bellevue's budget development System.

Agenda Oct 17, 2005

- | | | <u>Page</u> |
|--|------|-------------|
| (e) Ordinance No. 5629 relating to the Audit of Claims; amending Bellevue City Code Chapter 4.40; repealing Section 4.40.045, and establishing an effective date. | FIN | <u>8-13</u> |
| <i>(Discussed with Council on October 10, 2005.)</i> | | |
| (f) Resolution No. 7266 authorizing execution of a contract with Sarasota County, Florida, in an amount not to exceed a total of \$124,000 over four years plus a one time interface cost not to exceed \$38,000, for the implementation of GovMax as Bellevue's budget development system. | FIN | <u>8-19</u> |
| <i>(Discussed with Council on October 3, 2005.)</i> | | |
| (g) Resolution No. 7267 authorizing execution of service agreements with Adecco Staffing & HR Solutions and AppleOne Employment Services, in an annual amount not to exceed \$100,000 each, for 2 two-year agreements for temporary agency worker services. | FIN | <u>8-25</u> |
| (h) Resolution No. 7268 authorizing execution of a professional services agreement with Ambia, Inc., in the amount of \$395,000, for design services related to the co-location of the Utilities Fleet and Communications Shops and the Parks Resource Management Relocation project to the Bellevue Service Center. | FIN | <u>8-29</u> |
| <i>(Discussed with Council on October 10, 2005.)</i> | | |
| (i) Resolution No. 7269 authorizing execution of an amendment to the Purchase & Sale and Development Agreement for Ashwood Plaza, including the reassignment from 1020 LLC to The Hanover Company. | PARK | <u>8-39</u> |
| <i>(Discussed with Council at September 26, 2005 Extended Study Session.)</i> | | |
| (j) Motion to award Bid No. 0556 for hazardous material abatement, building demolition, and site restoration of | PARK | <u>8-45</u> |

CITY OF BELLEVUE
 Finance - Contracting Services
 425-452-7876

Res 7266 *2/14/06*

CONTRACT ROUTING/APPROVAL

CURRENT CONTRACT INFORMATION:

Contract Title: GovMax Budget Development System

Contract Description: Automated budgeting planning tool

Total Aggregate Value: **\$53,750**
(Includes orig. + prev. amends + new amend)

New Amendment Value: N/A

Budget Impact: Expenditure Contract - Sufficient Funds

Department: Finance

Contract Manager 1: Jonathan Swift **2:** Anna Marie Wellman,
Contract Manager has the authority to approve invoices for payment on this contract.

Contract Type: Other

Contract Form: Custom contract document

Additional Comments

Contract is with another government entity for the use of their shared system. Contract language is consistent with contracts negotiated by Sarasota County, FL and nine other governments. Finance/IT staff employed the methodology of "due diligence" to review the system functionality and risk. Findings show that the system has been in continuous operation for about 6 years without interruptions or contract cancellations. The system meets Bellevue's budget functionality needs with minimal risk.

Does the contractor meet criteria listed on the data entry screen? If no, independent contractor checklist should be attached.

VENDOR INFORMATION:

Vendor Name: Sarasota County Government

New Vendor: Yes **COB Bus. License #** notified 12/7/05
(CS to complete)

JDE Vendor Number: 78220

Tax ID # N/A **UBI # (if known)** N/A

CONTRACT TERMS:

Orig. Effective Date: ~~42/15/2005~~ 12/23/05 **End Date:** 12/23/07

Subject To: Other

RELATED CONTRACT INFORMATION:

Is this an Amendment/Chng. Ord.? No **Amendment #:** N/A

Amendment Effective Date: N/A

Orig. Clerk's Receiving Number: N/A

Orig. Contract Value: N/A
(w/o amendments)

Total Value of Previous Amends/Chng Ord's: N/A

Other Amendment CR#s: N/A

Grant Funded? No

Grant Type: N/A

Grant CR #: N/A

SELECTION METHOD:

Please provide explanation of process in add'l comments

Process: No Competitive Process

Method: Other - Please Explain in Additional Comments

Bid / RFP / RFQ / ITQ #: N/A

COUNCIL APPROVAL

Motion to Award: No

Ordinance #: N/A

Resolution #: 7266

Council Award Date: October 17, 2005

Yes ● No

ROUTING & APPROVAL

Authorized Department Signature

[Signature]
 Finance

Date

12/5/05

Title

Finance Director

ROUTE:

CONT SVCS

[Signature]

In Out

12/5 12/7

ITD

[Signature]

12/5 12/5

LEGAL

[Signature]

12-8 12-8

RISK

[Signature]

12/9 12/12

CMO

[Signature]

12/23

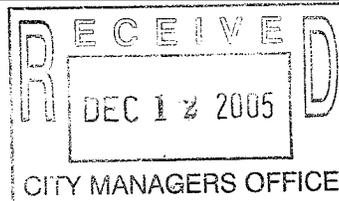
CCO

[Signature] 02-14-06 02-15

CONT SVCS

Return To:

Jonathan Swift



This was attached to Routing Form

Total Aggregate Value Calculation

Assumptions

Term of Contract - 2 years

Base of \$25,000 1st year

Maximum Inflation - 3% 2nd year

Maximum for Additional Reports - 40 hours

Hourly Rate - \$75 per hour

Source

Contract, page 4

Contract, page 5

Contract, page 5

Scope of Work, page 12

Scope of Work, page 19

CR# 39037

Calculation

$$25000+(25000*1.03)+(75*40)=$$

\$53,750.00

110

CONTRACT REVIEW CRITERIA

CR#

Contract Title GovMax Budget Development System

Vendor Name Sarasota County Government

DEPT (1) CONTRACTING SERVICES

- a) Does the Contract Routing/Approval Form and Contract have consistent information?
- b) Is the Contract Type and template appropriate for the services performed?
- c) Are the Contract Values (i.e.: aggregate values, yearly budget totals, taxable amounts, acct numbers, etc.) accurate?
- d) Is the JDE vendor name & number accurate?
- N/A e) Does Contractor have a Bellevue Business License? If not, date Tax Office was notified: _____
- f) Do the Contract Start/End Dates comply with current policies (maximum 4 years unless exception noted)?
- NO NO NO g) Is this an amendment or renewal? If so, are the original contract #s and values indicated? *No*
- N/A YES NO h) Has the Selection Method been explained in Additional Comments? Are results attached? *Yes*
- YES YES YES YES i) Is there an ordinance, resolution, motion for this contract? If so, is date and # noted? Is copy attached? *17240*
- j) Does the contractor meet requirements of the Independent Contractor Threshold question?
- YES k) Is Attachment "A" (Scope of Work and/or Services) attached? *Yes*
- N/A l) Is Attachment "B" (Insurance Requirements) attached? *No - see Risk comments*
- N/A m) Does the Contractor's Certificate of Insurance meet Attachment "B" requirements?
- N/A n) Is the City of Bellevue (& contracting partners) listed as an additional insured on the Certificate of Insurance?
- N/A o) Are the policy expiration date(s) on the Certificate of Insurance current?
- N/A YES p) Is the contract exempt from paying Prevailing Wages? If not, are current Wage Rates attached in Attachment "C"? *Yes*
- N/A q) Does the Contractor have an open account with the Washington State Dept. of Revenue?
- N/A r) Are the Contractor's worker's comp. premiums current?
- N/A s) Is the Contractor on the Federal Debarred Suspended List?
- N/A t) Does the vendor have an active Professional/Contractor License with the Washington State Dept. of Licensing?

(2) INFORMATION TECHNOLOGY DEPARTMENT (if applicable):

- a) Do the technology components meet the enterprise technology standards for the City?
- b) Does the purpose of the contract comply with the City's IT strategic plan?
- c) Has ITGC approved the project?
- d) Are the vendors IT City qualified vendors for technology work?

(3) RISK MANAGEMENT:

- a) Are the Insurance Requirements (Attachment B) appropriate for Scope of Work? *No insurance - Gov't entity will not agree to this.*
- b) Does the contractor's Certificate of Insurance comply with the requirements?
- c) Are there any Limitations of Liability clauses or other risk transfer language problems that shift risk back to the City? *Yes*
- d) Does the Hold Harmless clause include language referencing Title 51 releases? *No. Sale of software license*

(4) CITY ATTORNEY'S OFFICE:

- a) Has the Contractor signed all originals and initialed any proposed changes to standard language?
- b) Are contract terms and conditions consistent throughout entire contract?
- c) Are there any unlawful provisions?

(5) CITY MANAGER'S OFFICE:

- a) Does contract meet overall consistency with City contracting policy, budget, etc.?

**CONTRACT ROUTING/APPROVAL SUMMARY
ALPHA CON001**

NOTE: This page MUST accompany all contracts being routed for approval.
Contracts lacking this page will be considered incomplete and will be returned to the
originating department.

JDE BUDGET INFORMATION:

| Line No | Description | CIP No. (if) | GL Date | AccountNo | Subtotal | Taxable? (enter | Total |
|--------------|---------------------------|-----------------|---------------------|----------------------------------|------------------------|-----------------|------------------------|
| 1 | Finance and HR | G-59 | 12/05/05 | 957680001.541100.9418 | \$25,000.00 | No | \$25,000.00 |
| 2 | Finance and HR | G-59 | 01/06/05 | 957680001.541100.9418 | \$13,000.00 | No | \$43,000.00 |
| 3 | Finance & HR | | 1/1/07 | 957680001.541100.9418 | 25,750.00 | NO | \$705,750.00 |
| 4 | " " | | 1/1/06 | " " | 3,000.00 | NO | \$3,000.00 |
| | | | | | | | BMM |

12-14-05

FOR CITY CLERK'S OFFICE USE:

Vendor Number * 78220

Vendor Name: Sarasota County Government

Start Date: ~~12/15/2005~~ 12/23/05 End Date: ~~12/15/2006~~ 12/23/07

Contract Type: Other Bid / RFP / RFQ / ITQ # N/A

Amendment / Renewal? No Amend #: N/A Original Contract # N/A

Ordinance # N/A Resolution # 7266 Council Bid Award Date October 17,

Selection Method: Other - Please Explain in Additional Comments

Department: Finance Document Value: ~~25~~ \$53,750
~~\$38,000.00~~

Contract Description: Automated budgeting planning tool

BRAD MYRACE
initialled \$53,750

~~25~~ \$53,750
 Per Rick
 Sign
 BMM
 12/14/05