

**AMENDMENT TO MASTER SERVICES AGREEMENT
BETWEEN CITY OF HOLLYWOOD, FL AND
APPLICATIONS SOFTWARE TECHNOLOGY LLC**

THIS AMENDMENT, dated this 15th day of July, 2019, is entered into by and between **CITY OF HOLLYWOOD, FL** (the "**Customer**"), a political subdivision of the State of Florida, and **APPLICATIONS SOFTWARE TECHNOLOGY, LLC**, a Delaware limited liability company, hereinafter referred to as "**Contractor**" collectively hereinafter referred to as the "**PARTIES**"

WITNESSETH

WHEREAS, the City of Hollywood, FL entered into an Agreement with Applications Software Technology LLC dated November 30, 2017; and,


WHEREAS, the PARTIES desire to amend Exhibit A, *Statement of Work*, and Exhibit C, *Payment Schedule*, as provided herein, to their mutual benefit; and

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, additional to those heretofore made, the Agreement is hereby amended as follows:

1. The aforesaid recitals are true and correct and are incorporated herein by this reference.
2. Exhibit A, *Statement of Work* is hereby amended to add attachment 4, to provide Services to implement Oracle Cloud Community Management applications
3. Exhibit C, *Payment Schedule* is hereby amended to add attachment, to include Software and Services fees for Oracle Cloud Community Management applications.
4. The aforementioned modifications will become effective upon execution of this Amendment to the Agreement by all PARTIES.

All other terms and conditions of the Agreement which do not conflict with this Amendment are hereby reaffirmed in their entirety. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement.

APPLICATIONS SOFTWARE TECHNOLOGY LLC:

By: (signature)
Name: SHAJI ZECHARIAH
Title: President
Date: 03/23/20

CITY

CITY OF HOLLYWOOD

By: [Signature]
JOSH LEVY, MAYOR

ATTEST:

[Signature] (SEAL)
PATRICIA A. CERNY, MMC,
CITY CLERK

By: [Signature]
CINTYA RAMOS
FINANCIAL SERVICES DIRECTOR

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the
City of Hollywood, Florida, only.

[Signature]
DOUGLAS R. GONZALES
CITY ATTORNEY

DATE

4/9/2020

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR THE USE AND RELIANCE
OF THE CITY OF HOLLYWOOD, FLORIDA, ONLY.

By: [Signature]
CITY ATTORNEY

27

Attachment 4: Exhibit A -Statement of Work

Oracle Cloud Community Management Implementation

Scope of Work

File Name:	Attachment 4 to Exhibit A – Statement of Work
Version:	Version 1
Release Date:	07/15/19

Table of Contents

1.	OVERVIEW	2
1.1	BACKGROUND	2
1.2	PROJECT SCOPE	2
1.3	PROJECT ESTIMATED TIMELINE	2
2.	SERVICES TO BE PROVIDED.....	3
3.	PROJECT DELIVERABLES	10
3.1	DELIVERABLES LISTING	10
3.2	ACCEPTANCE OF DELIVERABLES.....	12
4.	CITY'S PARTICIPATION & OBLIGATIONS	13
4.1	WORKSPACE AND STAFF AVAILABILITY REQUIREMENTS.....	13
4.2	CITY'S OBLIGATIONS.....	13
4.3	PROJECT ASSUMPTIONS	15
5.	PROJECT PAYMENT SCHEDULE	16
	APPENDIX A – BUILDING PERMIT TYPES.....	17

1. Overview

This attachment sets forth the Services and Deliverables that Applications Software Technology LLC ("AST") shall provide to City of Hollywood ("City") through its Sub-contractor Oracle Corporation, for the implementation of implementation for the City of the Oracle Public Sector Community Development module ("Community Development") and Oracle Policy Automation ("OPA") (collectively referred as "Target Applications"), in the City's Oracle Services environment for management of the City's daily Building Permitting and Inspection business processes.

The Statement of Work will be the governing project document for project execution as mutually agreed to by both parties and includes a detailed description of the scope, roles, responsibilities, tasks and timeframe.

1.1 Background

The City of Hollywood is a growing the City with a population of over 150,000 located in Broward County, Florida. The City's fiscal year 2017 operating budget was \$509 million, with an employee count of approximately 1,271 positions.

The City intends to implement the Oracle solution to support the City's Building Permitting and Inspection business processes.

1.2 Project Scope

1.2.1 Oracle Cloud Applications to be Implemented

The project scope constitutes the implementation of the software applications and packages identified in table 1.2.1.

Table 1.2.1: *Scoped Software Footprint*

Oracle Application Module
Oracle Public Sector Community Development
Oracle Policy Automation

1.3 Project Estimated Timeline

The following is the high-level project timeline:

- a. Focus: two (2) months;
- b. Refine: seven (7) months;
- c. Enable: two (2) months;
- d. Live-Operate: one (1) month;
- e. Post Production Support: three (3) months
- f. Project Management: twelve (12) months.

The timeline may be revised as per the project needs. A detailed description of Services and Deliverables are listed in the next sections.

2. Services to be Provided

2.1 Building

AST's subcontractor Oracle will perform the Services specified in this exhibit (the "Consulting Services") related to the implementation for the City of the Oracle Public Sector Community Development module ("Community Development") and Oracle Policy Automation ("OPA") in the City's Oracle Services environment for management of the City's daily Building Permitting and Inspection business processes. For purposes of this exhibit, Community Development and OPA (collectively referred to as "Target Applications").

1. Project Management Planning and Design

- a. Conduct up to three (3) on-site workshops, each of which is up to two (2) hours in length, for up to ten (10) City personnel to facilitate AST and its Subcontractor's understanding of the implementation vision and strategy, and to help gain concurrence among business and information technology stakeholders on the lifecycle objectives for the Consulting Services.
- b. Create the project management plan document ("Project Management Plan") with the cooperation of City project manager which will address the following:
 1. Scope management;
 2. Work management;
 3. Risk management;
 4. Issue management;
 5. Staff management;
 6. Change control procedures;
 7. Communications management;
 8. Configuration management; and
 9. Quality management.
- c. Create the project schedule, or Implementation Plan document ("Implementation Plan") and provide such document to City. The Implementation Plan will include the following details:
 1. Tasks, estimated task start and end dates, and estimated task durations;
 2. Assigned resources from City and AST and its Subcontractor;
 3. Task dependencies as coordinated with City; and
 4. Project phases as described below:
 - a. Focus – Project initiation activities, Sprint 0 and familiarization training;
 - b. Refine – Sprints to elaborate the requirements, assist with developing the baseline configuration, and perform unit testing for each product increment;
 - c. Enable – Execute end to end test scripts to validate expected results, conduct end user training, plan go-live; and
 - d. Live Operate – Move configuration to production for daily operation and post-production support.
- d. Conduct up to two (2) on-site workshops, each of which is up to two (2) hours in length, for up to ten (10) City personnel to elaborate on the desired functionalities in order to facilitate AST and its Subcontractor's high-level understanding of the processes, business architecture, internal and external stakeholders, process flows, use cases, delivery channels, current technology and platforms, security considerations, integration points, data migration/conversion, significant risks, issue points, dependencies, policy and regulations, and constraints related to the in-scope processes.

2. Building Permitting

- a. Review and elaborate requirements/user stories to deploy the cloud solution including standard functionality for the Target Applications in consideration of the City's business processes. Functional areas of focus include:
 - 1. Online application submittal;
 - 2. Back office application submittal;
 - 3. Fee assessment, invoicing and payment processing both online and in back office;
 - 4. Inspection scheduling, assignment, and completion including mobile inspection functionality;
 - 5. Workflow and review processing;
 - 6. Reporting, notices and dashboards, up to fifteen (15) custom developed reports;
- b. The permit types defined in Appendix A – Building Permit types;
- c. Unit test all system configuration prior to delivering to customer for acceptance; and
- d. Make recommendations to City on how to utilize the standard functionality within the Target Applications.

3. Data Conversion

- a. Assist the City in reviewing legacy systems data and documenting the required mapping to Community Development in the Conversion Specification;
- b. Provide recommendations on required legacy data cleanup effort to be completed by City in order to help prepare the data for a clean migration to the Community Development system;
- c. Assist with developing and executing the program to migrate legacy data to the Community Development module, including up to three (3) test runs of the data conversion;
- d. Unit test each run of the data conversion prior to turning over to City team to validate and test;
- e. Resolve conversion/mapping issues as discovered and agreed upon, based on the approved Conversion Specification document as defined in Section 3 - Deliverables; and
- f. Plan and execute final conversion as part of the go-live.

4. System Integrations

- a. Conduct analysis sessions with appropriate City staff to determine and document interface requirements in the Interface Specification document for the following integrations:
 - 1. Online payment processor, Paypal or Cybersource;
 - 2. Cashiering and/or financials;
 - 3. Cisco Unified Contact Center Express ("UCCX") – Interactive Voice Response ("IVR") system for inspection scheduling;
 - 4. Environmental Search Research Institute Geographic Information Systems; and
 - 5. Laserfiche Enterprise Content Management System.
- b. Assist with developing and executing the program to move data between third-party systems and the Community Development module;
- c. Unit test each interface prior to turning over to City team to validate and test;
- d. Resolve interface issues as discovered and agreed to, based on approved Interface Specification document; and
- e. Assist with setup and test of final integrations in production as part of the preparation for the go-live.

5. System Testing

- a. Provide a framework for system testing, and manage the execution of up to six (6) weeks of system testing;
- b. Seek to resolve all logged system issues of medium and high priority prior to go-live unless otherwise agreed to by the implementation team;
- c. Maintain a log of all system testing issues and meet to review progress with implementation team, with such meetings scheduled to occur no less frequently than once per week; and
- d. Continue to work on logged system testing issues through go-live.

6. Go-Live

- a. Assist with developing, performing dry run and final execution of the go-live plan/checklist;
- b. Schedule and facilitate go/no go decision meeting prior to go-live with appropriate City leadership and stakeholders; and
- c. Lead the coordination of go-live activities for both City and AST and its Subcontractor's staff for transition from the City's product to Community Development.

7. Training

Conduct the following training courses:

- a. Product Familiarization – one (1) day overview of product training that occurs at the beginning of the project to establish baseline understanding of core design concepts, usability and terminology;
- b. Methodology Training – four (4) hour session on the agile implementation methodology including how it works, what to expect, benefits and next steps;
- c. Product Administration – two (2) day review of administration toolsets including: setting up permit types, modifying and creating workflow, fee setup, user defined fields, etc.; and
- d. Train the Trainer – three (3) day session to prepare appropriate City staff to conduct end-user training.

8. Post Production Support

- a. Provide up to two hundred (200) person hours, over a period not to exceed three (3) months, of assistance Services to Your Client following the go-live on business days during business hours, unless otherwise as mutually agreed upon between AST and/or its Subcontractor and the City ("Post Production Support Period"), for issues arising from the Oracle configurations and interfaces that AST and its Subcontractor provides under this exhibit (collectively "Post Production Support").
- b. AST and/or its Subcontractor will provide on-site assistance during the first month of Post Product Support Period and remote assistance for the rest of the Post Production Support Period, unless otherwise mutually agreed upon between AST and/or its Subcontractor and the City.
- c. During the Post Production Support Period, AST and/or its Subcontractor will review Your production Services environment functionality weekly and recommend any corrective actions to Your Client via a weekly status report. Examples of maintenance support may further include:
 1. Monitor application servers, database, batch process monitoring;
 2. Facilitate Application/System administration such as adding/removing users, manage access control, List of Values ("LOVs"), etc.;
 3. Review functional issues weekly with Your Client, document changes and enhancements, and recommend any corrective actions to Your Client;
 4. Provide guidance to the City about the configured Target Applications; and

Provide an assessment of issues and use reasonable efforts to assist in resolution of the issues based on the severity level of the issues.

2.2 Planning and Code Enforcement

AST's subcontractor Oracle will perform the Services specified in this exhibit (the "Consulting Services") related to the implementation for the City of the Oracle Public Sector Community Development module ("Community Development") and Oracle Policy Automation ("OPA") in the City's Oracle Services environment for management of the City's daily City's daily Planning, Land Use, Complaint, Enforcement and Inspection business processes. For purposes of this section (Section 2.1), Community Development and OPA (collectively referred to as "Target Applications").

1. Project Management Planning and Design

- a. Conduct up to three (3) on-site workshops, each of which is up to two (2) hours in length, for up to ten (10) City personnel to facilitate AST and its Subcontractor's understanding of the implementation vision and strategy, and to help gain concurrence among business and information technology stakeholders on the lifecycle objectives for the Consulting Services.
- b. Create the project management plan document ("Project Management Plan") with the cooperation of City project manager which will address the following:
 - i. Scope management;
 - ii. Work management;
 - iii. Risk management;
 - iv. Issue management;
 - v. Staff management;
 - vi. Change control procedures;
 - vii. Communications management;
 - viii. Configuration management; and
 - ix. Quality management.
- c. Create the project schedule, or Implementation Plan document ("Implementation Plan") and provide such document to City. The Implementation Plan will include the following details:
 5. Tasks, estimated task start and end dates, and estimated task durations;
 6. Assigned resources from City and AST and its Subcontractor;
 7. Task dependencies as coordinated with City; and
 8. Project phases as described below:
 - e. Focus – Project initiation activities, Sprint 0 and familiarization training;
 - f. Refine – Sprints to elaborate the requirements, assist with developing the baseline configuration, and perform unit testing for each product increment;
 - g. Enable – Execute end to end test scripts to validate expected results, conduct end user training, plan go-live; and
 - h. Live Operate – Move configuration to production for daily operation and post-production support.
- d. Conduct up to two (2) on-site workshops, each of which is up to two (2) hours in length, for up to ten (10) City personnel to elaborate on the desired functionalities in order to facilitate AST and its Subcontractor's high-level understanding of the processes, business architecture, internal and external stakeholders, process flows, use cases, delivery channels, current technology and platforms, security considerations, integration points, data migration/conversion, significant risks, issue points, dependencies, policy and regulations, and constraints related to the in-scope processes.

2. **Code Enforcement**

- a. Review and elaborate requirements/user stories to deploy the cloud solution including standard functionality for the Target Applications in consideration of the City's business processes. Functional areas of focus include:
 - 1. Online submittal;
 - 2. Back office submittal;
 - 3. Fee assessment, invoicing and payment processing both online and in back office;
 - 4. Violation and abatement processing;
 - 5. Inspection scheduling, assignment, and completion including mobile inspection functionality;
 - 6. Workflow and review processing; and
 - 7. Reporting, notices and dashboards, up to five (5) custom developed reports.
- b. Up to forty (40) complaint types are included in scope;
- c. Standardized violation and abatement process;
- d. Unit test all system configuration prior to delivering to customer for acceptance; and
- e. Make recommendations to City on how to utilize the standard functionality within the Target Applications.

3. **Data Conversion**

- a. Assist the City in reviewing legacy systems data and documenting the required mapping to Community Development in the Conversion Specification;
- b. Provide recommendations on required legacy data cleanup effort to be completed by City in order to help prepare the data for a clean migration to the Community Development system;
- c. Assist with developing and executing the program to migrate legacy data to the Community Development module, including up to three (3) test runs of the data conversion;
- d. Unit test each run of the data conversion prior to turning over to City team to validate and test;
- e. Resolve conversion/mapping issues as discovered and agreed upon, based on the approved Conversion Specification document as defined in Section 3 - Deliverables; and
- f. Plan and execute final conversion as part of the go-live.

4. **System Integrations**

- a. Conduct analysis sessions with appropriate City staff to determine and document interface requirements in the Interface Specification document for the following integrations:
 - i. Online payment processor, Paypal or Cybersource;
 - ii. Cashiering and/or financials;
 - iii. Cisco Unified Contact Center Express ("UCCX") – Interactive Voice Response ("IVR") system for inspection scheduling;
 - iv. Environmental Search Research Institute Geographic Information Systems; and
 - v. Laserfiche Enterprise Content Management System.
- b. Assist with developing and executing the program to move data between third-party systems and the Community Development module;
- c. Unit test each interface prior to turning over to City team to validate and test;
- d. Resolve interface issues as discovered and agreed to, based on approved Interface Specification document; and
- e. Assist with setup and test of final integrations in production as part of the preparation for the go-live.

5. System Testing

- a. Provide a framework for system testing, and manage the execution of up to six (6) weeks of system testing;
- b. Seek to resolve all logged system issues of medium and high priority prior to go-live unless otherwise agreed to by the implementation team; and
- c. Maintain a log of all system testing issues and meet to review progress with implementation team, with such meetings scheduled to occur no less frequently than once per week.

6. Go-Live

- a. Assist with developing, performing dry run and final execution of the go-live plan/checklist;
- b. Schedule and facilitate go/no go decision meeting prior to go-live with appropriate City leadership and stakeholders; and
- c. Lead the coordination of go-live activities for both City and AST and its Subcontractor's staff for transition from the City's product to Community Development.

7. Training

- a. Conduct the following training courses:
 - i. Product Familiarization – one (1) day overview of product training that occurs at the beginning of the project to establish baseline understanding of core design concepts, usability and terminology;
 - ii. Methodology Training – four (4) hour session on the agile implementation methodology including how it works, what to expect, benefits and next steps;
 - iii. Product Administration – two (2) day review of administration toolsets including: setting up permit types, modifying and creating workflow, fee setup, user defined fields, etc.; and
 - iv. Train the Trainer – three (3) day session to prepare appropriate City staff to conduct end-user training.

8. Post Production Support

- a. Provide up to two hundred (200) person hours, over a period not to exceed three (3) months, of assistance Services to the City following the go-live on business days during business hours, unless otherwise as mutually agreed upon between AST and its Subcontractor and the City ("Post Production Support Period"), for issues arising from the Oracle configurations and interfaces that AST and its Subcontractor provides under this exhibit (collectively "Post Production Support").
- b. AST and its Subcontractor will provide on-site assistance during the first month of Post Production Support Period and remote assistance for the rest of the Post Production Support Period, unless otherwise mutually agreed upon between AST and its Subcontractor and the City.
- c. During the Post Production Support Period, AST and its Subcontractor will review City's production Services environment functionality weekly and recommend any corrective actions to City via a weekly status report. Examples of maintenance support may further include:
 1. Monitor application servers, database, batch process monitoring;
 2. Facilitate application/system administration such as adding/removing users, manage access control, List of Values ("LOVs"), etc.;
 3. Review functional issues weekly with City, document changes and enhancements, and recommend any corrective actions to City;
 4. Provide guidance to the City about the configured Target Applications; and

5. Provide an assessment of issues and use reasonable efforts to assist in resolution of the issues based on the severity level of the issues.

2.3 Post Product Support

AST's subcontractor Oracle will perform the Services specified in this exhibit (the "Consulting Services") related to post-production support of the Oracle Public Sector Community Development module ("Community Development") and Oracle Policy Automation ("OPA") as implemented in the City's Oracle Services environment.

Specifically, for Community Development and for OPA, AST and/or its Subcontractor will assist with the following:

1. Guidance and assistance with process and procedures related to upgrades, including testing;
2. Demonstration and review of new product features and functions— AST and/or its Subcontractor will provide an overview of each release prior to its release into production, and suggest features and functions that the City may want to utilize;
3. Guidance with product direction and configuration changes and enhancements;
4. Assistance with configuration issues and requests;
5. Assistance with reports and dashboards; and
6. Additional product training as requested.

AST and/or its Subcontractor's Services under this exhibit will begin after completion of deliverables in Section 2.1 and Section 2.2, and will continue for twenty-eight (28) calendar quarters thereafter. AST and/or its Subcontractor's Services under this exhibit are limited to a maximum of three hundred twenty (320) person hours per year.

AST and/or its Subcontractor's Services under this exhibit will be provided remotely, and no Services will be provided on-site at the City location(s).

3. Project Deliverables

3.1 Building Deliverables Listing

The following deliverables will be produced as part of the project:

Planned Delivery Phase	Deliverable Name	Deliverable Description	Acceptance Criteria
Focus	Project Management Plan	This document includes the procedures and component plans agreed upon and signed off by AST and its Subcontractor and the City to manage the Consulting Services.	Provide one (1) electronic copy of a document detailed in the Deliverable Description column to the left, to the City's project manager.
Focus	Implementation Plan	This MS Project document includes the approach to plan and execute the delivery of the Consulting Services. The baselined plan will be accepted by the City; however, this is a living document that will be versioned and updated no less than twice a month, posted for the project team's reference and leveraged as an input to the status meeting.	Provide one (1) electronic copy of a document detailed in the Deliverable Description column to the left, to the City's project manager.
Focus	Product Backlog Report – Sprint 0	Define, create and organize the product backlog of user stories including; link to requirements for traceability, creation of acceptance criteria, assign baseline story points, prioritization and designate a sprint. The output of Sprint 0 is the initial Product Backlog Report.	Provide one (1) electronic copy of a document detailed in the Deliverable Description column to the left, to the City's project manager.
Refine	Sprint Package – Sprint 1-6	Each Sprint includes the following documents which makes up the Sprint Package: <ul style="list-style-type: none">• Sprint planning meeting• Sprint status report• Product backlog report• Product increment report including release notes• Sprint review meeting• Sprint retrospective meeting• Daily scrum meeting	Provide one (1) electronic copy of a document detailed in the Deliverable Description column to the left, to the City's project manager.

Planned Delivery Phase	Deliverable Name	Deliverable Description	Acceptance Criteria
Refine	Conversion Specifications	This document describes the data entities to be migrated to the target application prior to go live, and the technical approach, including extraction criteria, data mapping, and transformation rules to facilitate the conversion of these entities into the Oracle Public Sector Compliance and Regulation module.	Provide one (1) electronic copy of a document detailed in the Deliverable Description column to the left, to the City's project manager.
Refine	Interface Specifications	The document includes interface design that describes the input and output, as well as the mapping of fields that are exchanged between the Oracle modules and the City's third-party systems.	Provide four (4) electronic copies of a document detailed in the Deliverable Description column to the left, to the City's project manager.
Enable	Test Plan	This document includes information to help the City plan, prepare for and conduct the City's system test for the project.	Provide one (1) electronic copy of a document detailed in the Deliverable Description column to the left, to the City's project manager.
Enable	Final Test Results Report	This document includes the results of system testing including all retesting.	Provide one (1) electronic copy of a document detailed in the Deliverable Description column to the left, to the City's project manager.
Enable	Final Implementation Report	This document summarizes the cut-over and production strategy, and documents the high-level expected operations of the production environment upon go-live.	Provide one (1) electronic copy of a document detailed in the Deliverable Description column to the left, to the City's project manager.
Live-Operate	Post Production Support Monthly Status Reports (Months 1-3)	The Post Production Support Monthly Status Reports provide the project risks, project issues, work performed, work planned, accomplishments, and encountered issues during Post Production Support Period.	Provide three (3) electronic copies of a document detailed in the Deliverable Description column to the left, to the City's project manager.

Planned Delivery Phase	Deliverable Name	Deliverable Description	Acceptance Criteria
Quarterly Post Production Support Report	AST and/or its Subcontractor will provide a document to the City, every quarter, that will include the details of support provided to the City during that period including the tasks, resources that worked on them, hours worked, hours remaining and a synopsis of the outcomes related to the tasks.	Deliver the document, for each quarter of Post Production Support, which indicates the completion of the post-production support for the quarter to the City project manager for review and acceptance.	Delivery of the document

3.2 Acceptance of Deliverables.

Upon completion of any deliverable set forth in section 3.1, AST and/or its Subcontractor shall provide a copy thereof to the City. At such time, if the City requests, AST and/or its Subcontractor will demonstrate to the City that the deliverable conforms to the description specified for such deliverable in section 3.1 of this exhibit. The City will be responsible for any additional review and testing of such deliverable in accordance with any mutually agreed test scripts as may be included in AST and its Subcontractor project management plan. If the deliverable does not substantially conform with the description for such deliverable specified in Section 3.1 of this exhibit and/or any such test scripts (each such nonconformity, a "deficiency"), the City shall have five (5) business days after AST and its Subcontractor submission of the deliverable ("acceptance period") to give AST and its Subcontractor written notice of rejection for such deliverable which shall specify the deficiency(ies) in detail. AST and its Subcontractor shall use reasonable efforts to promptly cure any such deficiency(ies). After completing such cure, AST and its Subcontractor shall resubmit the deliverable for the City's review and testing as set forth above in this paragraph. Upon accepting any deliverable submitted by AST and its Subcontractor, the City shall provide a written notice of acceptance of such deliverable. If the City fails to provide written notice of acceptance or written notice of rejection within the acceptance period, as provided above, such deliverable shall be deemed accepted at the end of the acceptance period. The only basis for rejection of a deliverable shall be the existence of a deficiency.

4. City's Participation & Obligations

AST and its Subcontractor's ability to perform the Consulting Services depends upon the fulfillment of the following obligations and project assumptions. AST and its subcontractor will not be responsible for any deficiency in performing Consulting Services if such deficiency results from the City's failure to provide full cooperation or the failure of any assumption to be true.

The City and AST and its Subcontractor will each designate a project manager who shall be responsible for coordinating its activities under this exhibit. All inquiries concerning the Consulting Services shall be directed to AST and its Subcontractor's and/or City project manager, as appropriate. The City's project manager shall have the authority to approve Consulting Services on the City's behalf. AST and its Subcontractor's project manager shall have the sole right to exercise direct control and supervision over the work assignments of AST and its Subcontractor's resources.

4.1 Workspace and Staff availability Requirements

The City shall provide timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from the City staff, officers, agents, and employees, and the performance of City's obligations as specified in this document (collectively, "cooperation") are essential to the performance of any Consulting Services as set forth in this exhibit.

4.2 City's Obligations

1. City understanding of Oracle's Early Adopter program and constraints therein. Product release schedules for the Target Applications affect when functionality is released, and the implementation and project scheduling under this exhibit will incorporate such information into the overall timeline.
2. The City needs to procure the required Cloud Services prior to the commencement of Services under this exhibit and maintain such Cloud Services for the duration of the Services provided under this exhibit.
3. Provide for all resources performing Services at the City site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.).
4. Provide with full access to relevant functional, technical and business resources, at the City, with adequate skills and knowledge to support the performance of Services.
5. Provide any notices, and obtain any consents, required to perform Services.
6. Limit AST and its subcontractor's access to any production environments or shared development environments to the limited extent necessary for AST and its Subcontractor to perform Services.
7. As required by U.S. Department of Labor regulations (20 CFR 655.734), allow AST and its subcontractor to post a Notice regarding AST and its Subcontractor's H-1B employee(s) at the work site prior to the employee's arrival on site.
8. If while performing Services AST and its subcontractor requires access to other vendor's products, systems, and/or information that are part of the City's system, the City will be responsible for

acquiring all such products, systems, and/or information and the appropriate license rights and authorizations necessary for AST and its subcontractor to access such products on the City's behalf, at no charge to AST and its subcontractor.

9. Review and approve all content and functionality, both internal and public facing, prior to any rollout or go live.
10. Provide AST and its subcontractor with access to legacy data and the criteria for validating/mapping the legacy data to the Community Development system.
11. Provide sufficient data variety and scenarios to adequately test application logic of configured modules.
12. If a deliverable is delayed or deficient as a result of any City or third-party resources other than AST and its subcontractor's failure to complete task(s) assigned to the City and or other Third Party, AST and its subcontractor will work with the City to assess the impact to the project timeline and implement the change control procedures if necessary.
13. Complete both unit and acceptance testing of final solution prior to go live.
14. Establish a project management steering committee to meet not less than once a month and at major points in the project, e.g., project milestones, to review process and resolve issues. The City executive sponsor will be a member of the project management steering committee, along with designated representatives from AST and its subcontractor. The steering committee will review and assess progress and risks on the project and make appropriate determinations on course correction that may be required moving forward.
15. Provide input to the workshops as required in accordance with the mutually agreed upon workshop agenda and schedules. The change control procedures will be utilized if input required from the City to support the expected outcome of the workshops is not delivered in the expected period in accordance with the implementation plan.
16. Provide an escalation process for management of the project or accept the proposed issue resolution process as defined in the Project Management Plan.
17. Meet the turnaround times for specific request types as described in the table below. In the event that the turnaround times are infeasible in regard to a specific request, the City and the AST and its subcontractor's Project manager will mutually agree on an alternative timeframe in accordance with the implementation plan. If no mutual agreement as to an alternative time frame can be reached within two (2) business days, the change control procedures will be utilized. AST and its subcontractor will make reasonable efforts to provide City with the lead time when applicable before making the requests.

Request Type	Turnaround Time (Business Days)
Requests for requirement decisions	One (1) to two (2) days
Requests for design decisions	Two (2) to four (4) days
Requests for information/documentation on City's systems and processes	Two (2) to four (4) days
Requests for meetings	Two (2) to four (4) days
Deliverable approval	Five (5) days

4.3 Project Assumptions

If any of the following assumptions change or are incorrect, there may be resulting changes in the scope, approach, required resources, timeline, and/or fee for the Services. Any changes will be subject to AST and its Subcontractor's standard change control procedure.

1. The performance of Consulting Services does not require or involve the processing of personal data.
2. An agile implementation methodology will be leveraged where the bulk of the analysis, configuration and unit testing will be conducted during "Sprints" with larger technical efforts such as conversions and integrations running simultaneously but across Sprints. Agile Methodology training will be conducted during the Focus phase of the project.
3. All user interface elements will be written and presented in English only.
4. All Oracle Policy Automation rules will be written using one (1) currency (USD) and one (1) language (English) only.
5. Business day means the core business hours of 8:00 am to 5:00 pm EST/EDT, Monday through Friday, excluding City holidays. Business hour means any hour during a business day.
6. City and AST and its subcontractor will work together to review and mutually agree upon the baseline implementation plan, including estimated schedule timelines, tasks, dependencies, and resource assignments within fifteen (15) days after the project start date.
7. With mutual agreement, City and AST and its subcontractor may alter the baseline implementation plan, including the estimated schedule. Finalized changes to the baseline will be saved as the new baseline implementation plan. Any changes to the implementation plan that affect the effort or fees will be handled through the change control procedures.
8. "Standard functionality" shall mean the standard functionality and processes for the Target Application as described in the relevant Oracle documentation.
9. "Configure" and "configuration" with respect to a Target Application shall mean the setup of the Target Application using the standard functionality provided within the Target Application release planned for the project.
10. The Target Applications come with standard functionality that must be adopted by City.
11. The estimated timeline, work effort, and fees assume use of the standard functionality, templates, features, tools, and reports that are delivered with the Target Applications. Any desired customizations or extensions that may be identified during the project, including, but not limited to, new or changed forms, reports, workflows, alerts, etc. are outside of the scope of Services.
12. The implementation will be performed using AST and its Subcontractor's standard implementation method, True Cloud Method ("TCM"). Oracle development standards and Oracle documentation standards will be used in the creation of project deliverables.
13. A formal request process will be setup whereby the City can request Services from AST and its Subcontractor as part of this engagement; however, AST and its Subcontractor will have no obligation to perform such requested Services except pursuant to the change control process.

5. Project Payment Schedule

The project has been established with a fixed fee schedule, whereby the payments will be made on completion of the project deliverables as per this document. Once a deliverable is accepted, or deemed accepted, in accordance with Section 3 (Acceptance of Deliverables), the corresponding deliverable fee for such deliverable specified below becomes due and payable and AST and its Subcontractor shall thereafter invoice, and the City shall pay, such deliverable fee; this payment obligation shall become non-cancelable and the sum paid nonrefundable on such acceptance date

The City acknowledges that if AST and its Subcontractor's cost of providing Services is increased because of the City's failure to meet the obligations listed in this exhibit, failure to provide cooperation, failure of an assumption to be true, or because of any other circumstance outside of AST and its Subcontractor's control, then the City agrees to pay AST and its Subcontractor for such increased costs. Such increased costs may include time during which AST and its Subcontractor's resources are under-utilized because of delays.

The parties acknowledge that temporary living reimbursements to AST and its Subcontractor provided resource(s) may be deemed compensatory under federal, City, and local tax laws if a resource's assignment in a particular location will exceed or has exceeded one year. Where reasonably possible, AST and its Subcontractor will plan with the City to limit the duration of a resource's assignment in a particular location to less than one year. If the requirements of the Services are such that it becomes necessary for a resource's Services in a particular location to continue for a year or more and as a result, the reimbursement of such resource's living expenses are deemed compensatory for tax purposes, then, the City agrees to pay AST and its Subcontractor the amount of additional compensation provided to such resource to compensate for taxes imposed.

The deliverables and associated payments are described in Exhibit C to the SOW (Payment Schedule).

Appendix A – Building Permit types

CATEGORY	PERMIT TYPE	DESCRIPTION
Electrical	AIR CONDITIONER	AIR CONDITIONING-ELECTRICAL
Electrical	ALARM	RESIDENTIAL - BURGLAR/ROBBERY, COMMERCIAL - BURGLAR/ROBBERY, COMMERCIAL FIRE, RESIDENTIAL FIRE, LABEL, FIRE ALARM SYSTEM
Electrical	ANTENNAE	TOWER, SATELLITE DISH
Electrical	UTILITIES	AT&T, BELL SOUTH, FLA POWER & LIGHT, ENERGY MANAGEMENT SYSTEM
Electrical	GENERAL ELECTRIC PERMIT	CENTRAL VACUUM SYSTEM, ELECT BLANKET PERMIT, ELECTRICAL WORK, GENERATOR - STAND BY, HOOD SYSTEM, SIGN, PAY PHONE, POOL/SPA, MRI EQUIPMENT, SOLAR ELETRIC INSTALL, SMOKE DETECTOR, SPEAKER SYSTEM, SPRAY BOOTH
Electrical	DEMOLITION	DEMOLITION-ELECTRICAL
Electrical	PREMISE PERMIT	ELECTRICAL PREMISE PERMIT, CONVENTION PERMIT, FILM PRODUCTION, PUBLIC AMUSEMENT EVENT
Electrical	LOW VOLTAGE	MUSIC SYSTEM, NURSE CALL SYSTEM, CARD READER/ACCESS SYSTEM, DATA/COMPUTER, INTERCOM, OTHER, POOL ALARM, CAMERA/SECURITY, CABLE/TELEVISION, VOICE/TELEPHONE, XRAY EQUIPMENT,
Electrical	METERS & OUTLETS	METERS, OUTLETS, SERVICE, PANELS, ETC
Electrical	RECONNECT	RECONNECTION OF SFH/COMMERCIAL SERVICE
Electrical	REPAIRS	REPAIRS-ELECTRICAL
Electrical	RIGHT OF WAY	ROW (RIGHT OF WAY) PERMIT
Electrical	SECONDARY POWER	SECONDARY POWER
Electrical	SERVICE CHANGE	SERVICE CHANGE, SERVICE CHANGE AND AC HOOK UP
Electrical	TEMPORARY	TEMP ELEC SERVICE FOR TESTING-30 DAY MAX, CONSTRUCTION
Mechanical	AIR CONDITIONING	NEW, REPLACEMENT, DUCTS (NEW), DUCTS (REPLACEMENT), WALL UNIT, AC WELL - SUPPLY, DISCHARGE, ETC
Mechanical	EQUIPMENT PERMIT	AIR COMPRESSORS, CHILLERS, BOILER, HEAT APPARATUS, CENTRAL VACUUM, FIRE EXTINGUISHING SYSTEM, COOLING TOWERS, DUST COLLECTORS, FANS, FIREPLACE (PREFAB), GAS FURNACE, HALON SYSTEM, HOOD SYSTEM, PIPING SYSTEM, POOL HEATER, RECOVERY SYSTEMS, SMOKE EVACUATION SYSTEM, SPRAY BOOTH, STORAGE TANK, TRASH CHUTE/CHUTES, VENTILATING SYSTEMS, WALK IN REFRIGERATOR
Mechanical	DEMOLITION	MECHANICAL, TANK REMOVAL
Mechanical	GAS DISPENSER	GAS DISPENSER/TANK PIPING
Mechanical	TANK PIPING	GAS TANK PIPING - GASOLINE
Mechanical	ANNUAL PREMISE PERMIT	MECHANICAL ANNUAL PREMISE PERMIT
Mechanical	MECHANICAL WORK	MECHANICAL WORK, RIGHT OF WAY (MECHANICAL)
Mechanical	REMOVE AND RESET	REMOVE AND RESET AC FOR ROOFING
Mechanical	REPAIRS	REPAIRS-MECHANICAL &/OR AC
Mechanical	REPLACE	AC AIR HANDLING UNIT, AC CONDENSING UNIT
Mechanical	TRANSPORTING DEVICE	TRANSPORTING DEVICE-ESCALATOR, ELEV.ETC

CATEGORY	PERMIT TYPE	DESCRIPTION
Electrical	AIR CONDITIONER	AIR CONDITIONING-ELECTRICAL
Electrical	ALARM	RESIDENTIAL - BURGLAR/ROBBERY, COMMERCIAL - BURGLAR/ROBBERY, COMMERCIAL FIRE, RESIDENTIAL FIRE, LABEL, FIRE ALARM SYSTEM
Plumbing	WATER AND SEWER PERMIT	AREA DRAIN OR ROOF DRAIN, CATCH BASIN, DRAINAGE WELL, ON SITE DRAINAGE, SEWER CONNECTION, SEWER COLLECTION SYSTEM, SEWER LATERAL, PUMP, FORCE MAIN, WATER METER, WATER SERVICE, CITY WATER SERVICE
Plumbing	DEMOLITION	DEMOLITION-PLUMBING, WATER DISTRIBUTION SYSTEM
Plumbing	EQUIPMENT PERMIT	FIRE HYDRANT, FIRE PUMP, FOUNTAIN, COMPRESSED AIR, DIESEL DISPENSER & TANK, GAS DISPENSER, GAS FURNACE, HOT WATER HEATER, BACKFLOW PREVENTER, BOILER, LIFT STATION, LP TANK, POOL HEATER / PIPING / ETC..., STORAGE TANK, TEMPORARY TOILET, REMEDIATION SYSTEM, FIXTURES, FIRE STANDPIPE SYSTEM
Plumbing	SPRINKLER SYSTEM	FIRE SPRINKLER SYSTEM, MAIN
Plumbing	FUEL PERMIT	FUEL PIPING
Plumbing	GAS PERMIT	GAS PIPING
Plumbing	NATURAL GAS PERMIT	NATURAL GAS SERVICE
Plumbing	LAWN SPRINKLER	LAWN SPRINKLER EXCL/INCL PUMP AND WELL, WELL AND PUMP ONLY, WELL ONLY
Plumbing	MEDICAL GAS PERMIT	MEDICAL GAS
Plumbing	MOBILE HOME PERMIT	MOBILE HOME SETUP
Plumbing	ANNUAL PREMISE PERMIT	PLUMBING ANNUAL PREMISE PERMIT
Plumbing	REPAIRS	REPAIRS-PLUMBING
Plumbing	RIGHT OF WAY PERMIT	ROW (RIGHT OF WAY) PLUMBING
Plumbing	SOLAR PERMIT	SOLAR THERMAL, SOLAR SYSTEM PIPING,
Plumbing	UTILITIES	UTILITIES/WATER/SEWER
Plumbing	WELL PERMIT	WELL FOR AIR CONDITIONER, WELL, WELL & PIPING, WELL PIPING
Structural	NEW	ALL BUILDING TYPES (BANK, SINGLE FAMILY RESIDENTIAL, CARPORT, ETC...)
Structural	ADDITION	BATHROOM, BEDROOM & BATHROOM, BEDROOM, CLOSET, DEN, GARAGE, INDUSTRIAL/MANUFACTURING, INSTITUTION, ASSEMBLY, STORAGE, WAREHOUSE, LIVING ROOM, OFFICE, PATIO W/ROOF, SALES, SCHOOL
Structural	ALTERATION	EXTERIOR, EXTERIOR & INTERIOR, INTERIOR, INTERIOR SINGLE FAMILY OR DUPLEX
Structural	AMUSEMENT	AMUSEMENT/RECREATION DEVICE/STRUCTURE, PUBLIC AMUSEMENT EVENT
Structural	ANTENNAE	TOWER-STRUCTURAL, SATELLITE DISH
Structural	UTILITIES	AT&T (ENGINEERING & UTILITIES), BELL SOUTH, FLORIDA POWER & LIGHT (ENGIN & UTIL)
Structural	STRUCTURE PERMIT	BOAT DAVITS, CANAPOY, BRIDGE, BULKHEAD/SEAWALL, AWNINGS (ALUM OR CANVAS), DECK, DOCK, DRIVEWAY, DUMPSTER ENCLOSURE, DUMPSTER PAD, DRAINAGE, ENCLOSE BALCONY, ENCLOSE PATIO, FLAGPOLE, GAZEBO, GREENHOUSE, HANDICAP RAMP, LIFT STATION (ENGIN & UTIL), MONUMENT, PICNIC PAVILLION, PLANTER, PILING, POD, FOUNTAIN, PATIO ROOF, PATIO SLAB, ETC...
Structural	MOVING PERMIT	BUILDING - MOVING
Structural	CARPORT	CARPORT, ALUM, GARAGE CONVERSION, CANVAS
Structural	CHANGE OF USE	CHANGE OF USE/OCCUPANCY

CATEGORY	PERMIT TYPE	DESCRIPTION
Electrical	AIR CONDITIONER	AIR CONDITIONING-ELECTRICAL
Electrical	ALARM	RESIDENTIAL - BURGLAR/ROBBERY, COMMERCIAL - BURGLAR/ROBBERY, COMMERCIAL FIRE, RESIDENTIAL FIRE, LABEL, FIRE ALARM SYSTEM
Structural	LAND PERMIT	CLEARING AND GRUBBING, DREDGING, DEMUCK, LAND CLEARING, LAND IMPROVEMENT, TREE REMOVAL/PLANTING/RELOCATE,
Structural	DEMOLITION	DEMOLITION (OTHER THAN COMPLETE BUILDING), TANK REMOVAL, STRUCTURAL
Structural	EXCAVATION	EXCAVATION
Structural	EXTERIOR RENOVATIONS	EXTERIOR RENOVATIONS, FASCIA, SOFFITT &/OR GUTTER, FENCE, GLASS AND GLAZING, HURRICANE SHUTTERS
Structural	GAS OIL TANK	GAS/OIL TANK-NEW &/OR REPLACEMENT
Structural	INTERIOR DEMOLITION	INTERIOR DEMOLITION
Structural	PAVING	PAVING, RESURFACING, SITE UTILITIES, DRAINAGE
Structural	POOL PERMIT	COMMERCIAL, RESIDENTIAL, ABOVE GROUND
Structural	POOL REPAIR	POOL REPAIR
Structural	REPAIRS	REPAIRS-STRUCTURAL
Structural	REPLACEMENT OF EXPIRED PERMIT	REPLACEMENT OF EXPIRED PERMIT-STRUCTURAL
Structural	ROOF PERMIT	NEW ROOF, REROOF, OTHER
Structural	ROOF REPAIR	ROOFING - REPAIR
Structural	RIGHT OF WAY	ROW (RIGHT OF WAY) PERMIT (ENGIN & UTIL)
Structural	SIDEWALK	SIDEWALK-CITY (IN R.O.W.)

1. Applications Software Subscription Fees

Identifier	Deliverable	Due Date	Fees
SAS.01	Annual Oracle Software Subscription Fee	12/15/19	\$84,775
SAS.02	Annual Oracle Software Subscription Fee	12/15/20	\$84,775
SAS.03	Annual Oracle Software Subscription Fee	12/15/21	\$84,775
SAS.04	Annual Oracle Software Subscription Fee	12/15/22	\$84,775
SAS.05	Annual Oracle Software Subscription Fee	12/15/23	\$84,775
SAS.06	Annual Oracle Software Subscription Fee	12/15/24	\$84,775
SAS.07	Annual Oracle Software Subscription Fee	12/15/25	\$89,014
SAS.08	Annual Oracle Software Subscription Fee	12/15/26	\$93,464
SAS.09	Annual Oracle Software Subscription Fee	12/15/27	\$98,138
SAS.10	Annual Oracle Software Subscription Fee	12/15/28	\$103,045
Total			\$892,311

* Due date is upon contract signing and each subsequent anniversary

2. Professional Services

Fixed Fee Professional Services Pay Schedule		
Phase 1		
#	Deliverable	Fees
P1-01	Project Management Plan	\$17,600
P1-02	Implementation Plan	\$17,600
P1-03	Product Backlog Report - Sprint 0	\$26,400
P1-04	Sprint Package - Sprint 1	\$35,200
P1-05	Sprint Package - Sprint 2	\$35,200
P1-06	Sprint Package - Sprint 3	\$35,200
P1-07	Sprint Package - Sprint 4	\$35,200
P1-08	Sprint Package - Sprint 5	\$35,200
P1-09	Sprint Package - Sprint 6	\$35,200
P1-10	Conversion Specifications	\$26,400
P1-11	Interface Specifications	\$26,400
P1-12	Test Plan	\$26,400
P1-13	Final Test Results Report	\$35,200
P1-14	Final Implementation Report	\$26,400
P1-15	Post Production Support Monthly Status Report (Month 1)	\$8,800
P1-16	Post Production Support Monthly Status Report (Month 2)	\$8,800
P1-17	Post Production Support Monthly Status Report (Month 3)	\$8,800
Subtotal		\$440,000
Phase 2		
P2-01	Project Management Plan	\$17,600
P2-02	Implementation Plan	\$17,600
P2-03	Product Backlog Report - Sprint 0	\$26,400
P2-04	Sprint Package - Sprint 1	\$35,200
P2-05	Sprint Package - Sprint 2	\$35,200
P2-06	Sprint Package - Sprint 3	\$35,200
P2-07	Sprint Package - Sprint 4	\$35,200
P2-08	Sprint Package - Sprint 5	\$35,200
P2-09	Sprint Package - Sprint 6	\$35,200
P2-10	Conversion Specifications	\$26,400
P2-11	Interface Specifications	\$26,400
P2-12	Test Plan	\$26,400
P2-13	Final Test Results Report	\$35,200
P2-14	Final Implementation Report	\$26,400
P2-15	Post Production Support Monthly Status Report (Month 1)	\$8,800
P2-16	Post Production Support Monthly Status Report (Month 2)	\$8,800
P2-17	Post Production Support Monthly Status Report (Month 3)	\$8,800
Subtotal		\$440,000
Phase 3 Post Product Support		
P3-01	Quarterly Post Production Support Report, per quarter	\$11,000
P3-02	Quarterly Post Production Support Report, per quarter	\$11,000
P3-03	Quarterly Post Production Support Report, per quarter	\$11,000
P3-04	Quarterly Post Production Support Report, per quarter	\$11,000
P3-05	Quarterly Post Production Support Report, per quarter	\$11,000
P3-06	Quarterly Post Production Support Report, per quarter	\$11,000
P3-07	Quarterly Post Production Support Report, per quarter	\$11,000
P3-08	Quarterly Post Production Support Report, per quarter	\$11,000
P3-09	Quarterly Post Production Support Report, per quarter	\$11,000
P3-10	Quarterly Post Production Support Report, per quarter	\$11,000
P3-11	Quarterly Post Production Support Report, per quarter	\$11,000
P3-12	Quarterly Post Production Support Report, per quarter	\$11,000
P3-13	Quarterly Post Production Support Report, per quarter	\$11,000
P3-14	Quarterly Post Production Support Report, per quarter	\$11,000
P3-15	Quarterly Post Production Support Report, per quarter	\$11,000
P3-16	Quarterly Post Production Support Report, per quarter	\$11,000

P3-17	Quarterly Post Production Support Report, per quarter	\$11,000
P3-18	Quarterly Post Production Support Report, per quarter	\$11,000
P3-19	Quarterly Post Production Support Report, per quarter	\$11,000
P3-20	Quarterly Post Production Support Report, per quarter	\$11,000
P3-21	Quarterly Post Production Support Report, per quarter	\$11,000
P3-22	Quarterly Post Production Support Report, per quarter	\$11,000
P3-23	Quarterly Post Production Support Report, per quarter	\$11,000
P3-24	Quarterly Post Production Support Report, per quarter	\$11,000
P3-25	Quarterly Post Production Support Report, per quarter	\$11,000
P3-26	Quarterly Post Production Support Report, per quarter	\$11,000
P3-27	Quarterly Post Production Support Report, per quarter	\$11,000
P3-28	Quarterly Post Production Support Report, per quarter	\$11,000
Subtotal		\$308,000
Professional Services Total		\$1,188,000

2. The following blended rate has been established for the duration of the contract for any add-on work approved as per the Change Order terms. Additionally travel expenses will be billed at actuals

Blended Hourly Billing Rate (b,c)
\$240

b: Billing rates will increase annually at CPI.

c: Additionally Travel will be charged based on actual cost

Summary Costs																				
#	Cost Category/Line Item	FY-20	FY-21	FY-22	FY-23	FY-24	FY-25	FY-26	FY-27	FY-28	FY-29									
Capital Expenses																				
C.01	Professional Services	475,200	404,800	44,000	44,000	44,000	44,000	44,000	44,000	44,000										
Operating Expenses																				
O.1	Apps Software Subscription fees	84,775	84,775	84,775	84,775	84,775	84,775	84,775	84,775	84,775										
Total 5 year Project Cost		559,975	489,575	128,775	128,775	128,775	128,775	133,014	137,464	103,045	103,045									

* The above schedule is based upon mutually agreed upon start date and estimated date of completion

Oracle Ordering Document

Partner Name: Applications Software
Technology Corporation

Address: 1755 Park Street, Suite 100
City: Naperville
State/Province: IL
Postal Code: 60563
Country: USA

Partner AP Contact: Sandy Wade

Phone: 630-778-1180
Email Address: ap@astcorporation.com
Fax Number: 630-778-1179

End User Name: City of Hollywood FL

Address: 2600 Hollywood Blvd.

City: Hollywood
State/Province: FL
Postal Code: 37402

End User Technical Contact: Raheem Seecharan

Phone: 954-921-3015
Fax:
End User Contact Email Address: rseecharan@hollywoodfl.org

A. Programs and Program Related Service Offerings

The following programs ("Oracle Software") are for use by City of Hollywood FL:

Subscription Term: 60 months

Part No.	Product	Qty	Term in Months
B72234	Oracle RightNow Universal Policy Automation Tier 3 Sessions Service Period Pool - 100 Sessions - Pooled Capacity	3,000	12
B89151	Oracle Digital Assistant for Oracle SaaS - Hosted Environment	3	12
B84490	Oracle Additional Test Environment for Oracle Fusion Cloud Services - Each	1	12
B90142	Oracle Public Sector Community Development - Hosted Named User	200	12

TERMS FOR ORDERED CLOUD SERVICES

1. ORACLE CONTRACT INFORMATION

This ordering document incorporates by reference the terms of the end user agreement listed below:

End User Agreement: ORACLE PUBLIC SECTOR CLOUD SERVICES AGREEMENT TERMS FOR THE ORDER BETWEEN APPLICATIONS SOFTWARE TECHNOLOGY, LLC ("AST LLC") AND CITY OF HOLLYWOOD, FLORIDA, DATED 30th November, 2017

Terms for Cloud Services. For purposes of this Ordering Document, the attached Exhibit A (entitled as "Oracle Public Sector Cloud Services Agreement Terms for The Order Between Applications Software Technology, LLC ("AST LLC") and the City of Hollywood, Florida"), are the terms and conditions applicable to cloud services ordered herein, and such terms and conditions shall take precedence over any conflicting terms in this order with respect to the provision and receipt of cloud services. For the avoidance of doubt and for purposes of this order only, in Exhibit A, the date specified as "11/30/2017" shall be deemed to be replaced with the effective date of this order.

2. Fees

All fees payable are due as per due date on the on the invoice and the terms of the Master Agreement and its exhibits. Once placed, the order is non-cancelable and the sums paid nonrefundable, except as otherwise provided herein.

3. Renewal of Cloud Services

Notwithstanding any statement to the contrary in the Services Specifications, the parties expressly agree that the Cloud Services acquired under this Ordering Document will not Auto Renew.

4. Price Hold for Cloud Services

During the services period, you may order additional quantities of the cloud services acquired under this ordering document. This price hold does not apply to any renewals or extensions of the cloud services ordered under this ordering document, to cloud services ordered pursuant to a separate Oracle discount or promotion, or to any cloud services other than those listed in the initial purchase under this ordering document.

5. Offer Validity

This order is valid through 31-January-2020

6. Data Center Region:

The services environment will reside in the data center region of "North America".

Others

1. Order of Precedence:

In the event of inconsistencies between the terms contained in this ordering document and the End User agreement referenced above, this ordering document shall take precedence. This ordering document will control over the terms contained in any purchase order or other documents.

2. No Excess Obligation

In the event sufficient budgeted funds are not available for the end user for a new fiscal period, and because such funds are not available the end user terminates its order with You, then You may terminate this order immediately without penalty or expense; provided, however, that: (a) for each of the whole or partial 12-month terms of the order, You must provide a purchase order, and (b) Your issuance of each such whole or partial 12-month purchase order shall signify to Oracle that all of the end user's funds for the given whole or partial 12-month term have been fully appropriated and are available and no longer subject to any appropriations contingency. Notwithstanding the foregoing, You agree to pay for all services performed by Oracle prior to Oracle's receipt of Your notice of non-appropriations pursuant to this paragraph.

3. Option Years

For clarification purposes, you shall have an option to renew the same services listed in the table above section A at the same usage limits for one (9) additional 12-month renewal periods (the "Option Period") for the fees listed in the AST payment schedule plus the below net increase. Professional Services are not included in the Option Period.

Option Year One: 0% Increase

Option Year Two: 0% Increase

Option Year Three: 0% Increase

Option Year Four: 0% Increase

Option Year Five: 0% Increase

Option Year Six: 5% Increase

Option Year Seven: 5% Increase

Option Year Eight: 5% Increase

Option Year Nine: 5% Increase

You must provide a minimum of 30 days' notice prior to the expiration of a service term of your intent to exercise the Option Period and execute an order for the new Option Period prior to the expiration date of the existing service period. The cloud services listed above may not be renewed at the Option Period pricing listed above if: (i) Oracle is no longer making such cloud services generally available to customers, or (ii) You are seeking to cancel or reduce the number of user licenses of the cloud services set forth in this ordering document.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/3/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2 Westchester Park Dr 3rd Fl White Plains NY 10604	CONTACT NAME: Tammy Quiles	PHONE (A/C, No, Ext): 914-696-3700	FAX (A/C, No): 914-696-1010
	E-MAIL ADDRESS: tammy_quiles@ajg.com		
INSURED Applications Software Technology LLC 4343 Commerce Court, Suite 701 Lisle, IL 60532	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Underwriters at Lloyd's London		15792
	INSURER B : Travelers Property Casualty Co of America		25674
	INSURER C : Charter Oak Fire Insurance Company		25615
	INSURER D :		
	INSURER E :		
INSURER F :			

License#: BR-724491
TAILAST-02**COVERAGES****CERTIFICATE NUMBER:** 79137804**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		ZLP16N76522 TIL	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA6P418382 - COF	3/1/2020	3/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP6P459099 - TIL	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB6P418321 - TIL	3/1/2020	3/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Tech E&O and Cyber			B1262F11080320	3/1/2020	3/1/2021	Limit \$15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT SUBJECT TO POLICY
TERMS AND CONDITIONS: CITY OF HOLLYWOOD FLORIDA

CERTIFICATE HOLDER**CANCELLATION**CITY OF HOLLYWOOD FLORIDA
2600 HOLLYWOOD BLVD
HOLLYWOOD FL 33020

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and

- (2) Until your legal representative has been appointed.

COMMERCIAL GENERAL LIABILITY

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 - e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
 - (1) 50 feet long or less; and
 - (2) Not being used to carry any person or property for a charge.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. An organization, other than a partnership, joint venture or limited liability company; or
 - b. A trust;
- as indicated in its name or the documents that govern its structure.
4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
 - b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
 - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C;
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
 For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
 - b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";