

**FIRST AMENDMENT TO THE AMENDMENT TO THE EXISTING AST
MASTER SERVICES AGREEMENT**

This First Amendment to the Amendment to the Existing AST Master Services Agreement dated April 9, 2020 between Applications Software Technology LLC ("AST"), a Delaware limited liability company, and the City of Hollywood ("CITY"), a Florida municipality, is made and entered into as of the ____ day of _____, 2021.

WHEREAS, the parties entered into an agreement dated November 30, 2017; and

WHEREAS, the Parties entered into an Amendment to the November 30, 2017 agreement dated April 9, 2020 for the Oracle Enterprise Resource Planning Software previously approved by Resolution No. R-2020-024 to allow for the purchase of the Oracle Community Development Suite Software; and

WHEREAS, on _____, 2021, pursuant to Resolution No. 2021-_____, the parties renewed the Amendment to the Existing AST Master Services Agreement for a one year period which will expire on _____, 20__ and authorized the execution of this First Amendment; and

WHEREAS, the parties desire to enter into this amendment to substitute a new Exhibit "C" relating to the payment schedule and revise the performance periods as more specifically set forth in the Additional Attachments to the new Exhibit "C".

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually covenant and agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The April 20, 2020 Amendment to the existing AST Master Services Agreement is further amended by substituting the attached Exhibit "C" that is attached to this first amendment for the previous Exhibit "C" along with the Additional Attachment to the new Exhibit "C".
3. All other provisions of the April 9, 2020 Amendment to existing AST Master Services agreement shall be and remain the same.

IN WITNESS WHEREOF, the parties have caused this first amendment to be signed in their names by their authorized agents.

**FIRST AMENDMENT TO THE AMENDMENT TO THE EXISTING AST
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ATTEST:

Applications Software Technology LLC, a Delaware
limited liability company

Corporate Secretary

By: _____
Signature
Name: _____
Title: _____

City of Hollywood, a municipal corporation
of the State of Florida

By: _____
Josh Levy, Mayor

Attest:

Patricia A. Cerny, MMC
City Clerk

Approved As To Form & Legal Sufficiency
for the use and reliance of the City of
Hollywood, Florida, only.

Approved By: _____
Melissa Cruz, Director of
Financial Services

Douglas R. Gonzales
City Attorney

Exhibit "C"
Payment Schedule

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	132,000	660,000	110,000	44,000	44,000	44,000	44,000	44,000	44,000	22,000
Operating Expenses											
O.1	Apps Software Subscription fees	49,452	84,775	84,775	84,775	84,775	84,775	89,014	93,464	98,138	103,045
Total Project Cost		181,452	744,775	194,775	128,775	128,775	128,775	133,014	137,464	142,138	125,045

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

1. Applications Software Subscription Fees

Identifier	Deliverable	Due Date	FY	Fees
SAS.01	Annual Oracle Software Subscription Fee	05/10/20	FY-20	\$49,452
SAS.02	Annual Oracle Software Subscription Fee	11/27/20	FY-21	\$84,775
SAS.03	Annual Oracle Software Subscription Fee	11/27/21	FY-22	\$84,775
SAS.04	Annual Oracle Software Subscription Fee	11/27/22	FY-23	\$84,775
SAS.05	Annual Oracle Software Subscription Fee	11/27/23	FY-24	\$84,775
SAS.06	Annual Oracle Software Subscription Fee	11/27/24	FY-25	\$84,775
SAS.07	Annual Oracle Software Subscription Fee	11/27/25	FY-26	\$89,014
SAS.08	Annual Oracle Software Subscription Fee	11/27/26	FY-27	\$93,464
SAS.09	Annual Oracle Software Subscription Fee	11/27/27	FY-28	\$98,138
SAS.10	Annual Oracle Software Subscription Fee	11/27/28	FY-29	\$103,045
Total				\$856,988

2. Professional Services

Fixed Fee Professional Services Pay Schedule			
Phase 1			
#	Deliverable	FY	Fees
P1-01	Project Management Plan	FY-20	\$17,600
P1-02	Implementation Plan	FY-20	\$17,600
P1-03	Product Backlog Report - Sprint 0	FY-20	\$26,400
P1-04	Sprint Package - Sprint 1	FY-20	\$35,200
P1-05	Sprint Package - Sprint 2	FY-20	\$35,200
P1-06	Sprint Package - Sprint 3	FY-21	\$35,200
P1-07	Sprint Package - Sprint 4	FY-21	\$35,200
P1-08	Sprint Package - Sprint 5	FY-21	\$35,200
P1-09	Sprint Package - Sprint 6	FY-21	\$35,200
P1-10	Conversion Specifications	FY-21	\$26,400
P1-11	Interface Specifications	FY-21	\$26,400
P1-12	Test Plan	FY-21	\$26,400
P1-13	Final Test Results Report	FY-21	\$35,200
P1-14	Final Implementation Report	FY-21	\$26,400
P1-15	Post Production Support Monthly Status Report (Month 1)	FY-21	\$8,800
P1-16	Post Production Support Monthly Status Report (Month 2)	FY-21	\$8,800
P1-17	Post Production Support Monthly Status Report (Month 3)	FY-21	\$8,800
Subtotal			\$440,000
Phase 2			
P2-01	Project Management Plan	FY-21	\$17,600
P2-02	Implementation Plan	FY-21	\$17,600
P2-03	Product Backlog Report - Sprint 0	FY-21	\$26,400
P2-04	Sprint Package - Sprint 1	FY-21	\$35,200
P2-05	Sprint Package - Sprint 2	FY-21	\$35,200
P2-06	Sprint Package - Sprint 3	FY-21	\$35,200
P2-07	Sprint Package - Sprint 4	FY-21	\$35,200
P2-08	Sprint Package - Sprint 5	FY-21	\$35,200
P2-09	Sprint Package - Sprint 6	FY-21	\$35,200
P2-10	Conversion Specifications	FY-21	\$26,400
P2-11	Interface Specifications	FY-21	\$26,400
P2-12	Test Plan	FY-21	\$26,400
P2-13	Final Test Results Report	FY-22	\$35,200
P2-14	Final Implementation Report	FY-22	\$26,400
P2-15	Post Production Support Monthly Status Report (Month 1)	FY-22	\$8,800
P2-16	Post Production Support Monthly Status Report (Month 2)	FY-22	\$8,800
P2-17	Post Production Support Monthly Status Report (Month 3)	FY-22	\$8,800
Subtotal			\$440,000
Phase 3 Post Product Support			
P3-01	Quarterly Post Production Support Report, per quarter	FY-22	\$11,000
P3-02	Quarterly Post Production Support Report, per quarter	FY-22	\$11,000
P3-03	Quarterly Post Production Support Report, per quarter	FY-23	\$11,000
P3-04	Quarterly Post Production Support Report, per quarter	FY-23	\$11,000
P3-05	Quarterly Post Production Support Report, per quarter	FY-23	\$11,000
P3-06	Quarterly Post Production Support Report, per quarter	FY-23	\$11,000
P3-07	Quarterly Post Production Support Report, per quarter	FY-24	\$11,000
P3-08	Quarterly Post Production Support Report, per quarter	FY-24	\$11,000
P3-09	Quarterly Post Production Support Report, per quarter	FY-24	\$11,000
P3-10	Quarterly Post Production Support Report, per quarter	FY-24	\$11,000
P3-11	Quarterly Post Production Support Report, per quarter	FY-25	\$11,000
P3-12	Quarterly Post Production Support Report, per quarter	FY-25	\$11,000
P3-13	Quarterly Post Production Support Report, per quarter	FY-25	\$11,000
P3-14	Quarterly Post Production Support Report, per quarter	FY-25	\$11,000

P3-15	Quarterly Post Production Support Report, per quarter	FY-26	\$11,000
P3-16	Quarterly Post Production Support Report, per quarter	FY-26	\$11,000
P3-17	Quarterly Post Production Support Report, per quarter	FY-26	\$11,000
P3-18	Quarterly Post Production Support Report, per quarter	FY-26	\$11,000
P3-19	Quarterly Post Production Support Report, per quarter	FY-27	\$11,000
P3-20	Quarterly Post Production Support Report, per quarter	FY-27	\$11,000
P3-21	Quarterly Post Production Support Report, per quarter	FY-27	\$11,000
P3-22	Quarterly Post Production Support Report, per quarter	FY-27	\$11,000
P3-23	Quarterly Post Production Support Report, per quarter	FY-28	\$11,000
P3-24	Quarterly Post Production Support Report, per quarter	FY-28	\$11,000
P3-25	Quarterly Post Production Support Report, per quarter	FY-28	\$11,000
P3-26	Quarterly Post Production Support Report, per quarter	FY-28	\$11,000
P3-27	Quarterly Post Production Support Report, per quarter	FY-29	\$11,000
P3-28	Quarterly Post Production Support Report, per quarter	FY-29	\$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)
\$24

b: Billing rates will increase annually at CPI.

c: Additionally Travel will be charged based on actual cost