




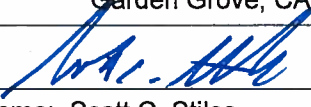
Superion Solutions Agreement

This Superion Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between Superion, LLC, a Delaware Limited Liability Company with its principal place of business in Lake Mary, FL ("**Superion**") and City of Garden Grove, California at 11222 Acacia Parkway, Garden Grove, CA ("**Customer**"), together with Superion, the "**Parties**", and each, a "**Party**".

WHEREAS, Superion licenses and gives access to certain software applications ("**Superion Solution**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Superion Solutions and receive professional services described herein, and Superion desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

Superion, LLC	City of Garden Grove
1000 Business Center Dr. Lake Mary, FL 32746	11222 Acacia Parkway Garden Grove, CA 92840
By: 	By: 
Print Name: Tom Amburgey	Print Name: Scott C. Stiles
Print Title: General Manager	Print Title: City Manager
Date Signed: 09/10/2018	Date Signed: 9/19/18

Superion Solution: ONESolution Public Administration

1. Term.

1.1. **Initial Term.** The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) years from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**"). The Term is intended to cover the products and services being installed as well as to enshrine an annual maintenance schedule moving forward after installation. Nothing in this section is intended to limit the perpetual license to the software being granted to Customer as detailed below in Section 4.1.

1.2. **Renewal Term.** This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").

1.3. **Non-Renewal.** Either party may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party two (2) months prior to the expiration of the current contract term.

2. **Fees.** In consideration of the rights and services granted by Superion to Customer under this Agreement, Customer shall make payments to Superion pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Project Cost Summary**").

3. **Definitions.** Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

3.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

3.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

ATTEST: *Teresa Pomeroy*
TERESA POMEROY, CMC
City Clerk
City of Garden Grove
DATED: 9/27/18

Omar Sandoval
APPROVED AS TO FORM
OMAR SANDOVAL
City Attorney
City of Garden Grove
DATED: 9-12-18

- 3.2. **"Affiliate"** of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.
- 3.3. **"Authorized User"** means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Superion Solution under the rights granted to Customer pursuant to this Agreement, and for whom access to the Superion Solution has been purchased.
- 3.4. **"Baseline"** means the version of a Superion Solutions updated to the particular time in question through Superion's warranty services and maintenance, but without any other modification whatsoever.
- 3.5. **"Component System"** means any one of the computer software programs identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.
- 3.6. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users on behalf of Customer, by or through, or introduced into, the Superion Solutions.
- 3.7. **"Custom Modification"** means a change that Superion has made at Customer's request to any Component System in accordance with a Superion-generated specification, but without any other changes whatsoever by any Person or entity.
- 3.8. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.
- 3.9. **"Defect"** means a material deviation between the Baseline Superion Solution and its Documentation, for which Defect Customer has given Superion enough information to enable Superion to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under Superion's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the Superion-generated specification and Documentation for such Custom Modification, and for which Defect Customer has given Superion enough information to enable Superion to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under Superion's control.
- 3.10. **"Documentation"** means any manuals, instructions, or other documents or materials that Superion provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Superion Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 3.11. **"Enhancements"** means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.
- 3.12. **"Harmful Code"** means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Superion Solutions as intended by this Agreement.
- 3.13. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 3.14. **"Maintenance"** means optimization, error correction, modifications, and updates to Superion Solutions to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 ("**Maintenance & Support Standards**").
- 3.15. **"New Releases"** means new editions of a Baseline Component System or Custom Modification.
- 3.16. **"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- 3.17. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes

all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

- 3.18. **"Professional Services"** means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers or migration, system restarts and reinstallations provided by Superior to Customer and detailed further within Exhibit 7 ("**Scope of Work**").
 - 3.19. **"Representatives"** means, with respect to a party, that party's employees, officers, directors, agents, subcontractors, and legal advisors.
 - 3.20. **"Superior Personnel"** means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of Superior.
 - 3.21. **"Superior Solutions(s)"** means the Component Systems, Documentation, Custom Modifications, development work, Superior Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by Superior or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
 - 3.22. **"Superior Systems"** means the information technology infrastructure used by or on behalf of Superior to deliver Superior Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Superior or through the use of third-party services.
 - 3.23. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Maintenance & Support Standards outlined in Exhibit 2.
 - 3.24. **"Third-Party Materials"** means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Superior Solutions that are not proprietary to Superior.
4. **License, Access & Services.**
- 4.1. **License Grant.** Subject to and conditioned on the payment of Fees and compliance with all other terms and conditions of this Agreement, Superior hereby grants to Customer a non-exclusive, non-sublicensable, and non-transferable perpetual license to the current version of the Superior Solutions outlined in Exhibit 1 at the time of this Agreement's execution.
 - 4.2. **Access and Scope of Use.** Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, Superior hereby grants Customer a non-exclusive, non-transferable right to access and use the Superior Solutions, solely by Authorized Users. Such use is limited to Customer's internal use. When various Superior Solutions become available for access following installation, Superior will provide any remaining credentials needed for access within seven (7) business days. Superior shall deliver to Customer the initial copies of the Superior Solutions outlined in Exhibit 1 by electronic delivery, by posting it on Superior's network for downloading, or similar suitable electronic file transfer method. Physical shipment of hardware is on FOB Customer's address. Electronic delivery of licensed software is deemed effective at the time Superior provides Customer with access to download the Superior Solutions. The date of such delivery shall be referred to as the "**Delivery Date.**"
 - 4.3. **Documentation License.** Superior hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Superior Solutions.
 - 4.4. **Service and System Control.** Except as otherwise expressly provided in this Agreement:
 - 4.4.1. Superior has and will retain sole control over the operation, provision, maintenance, and management of the Superior Solutions; and
 - 4.4.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, Customer Data, and sole responsibility for access to and use of the Superior Solutions by any Person by or through the Customer Systems

or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Superior Solutions, and conclusions, decisions, or actions based on such use.

- 4.5. Limitations. Customer must provide Superior with such facilities, equipment and support as are reasonably necessary for Superior to perform its obligations under this Agreement, including, if required by Superior, remote access to the Superior Solutions and Customer Systems related to use of the Superior Solutions. Superior is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer delay or Customer's failure to perform any obligations under this Agreement. The minimum requirements for Customer Systems is listed in Exhibit 6 ("**Minimum System Requirements**").
- 4.6. Exceptions. Superior has no obligation to provide Support Services relating to any Defect with the Superior Solutions that, in whole or in part, arise out of or result from any of the following:
- 4.6.1. software, or media on which provided, that is modified or damaged by Customer or third party other than a Superior Affiliate or Subcontractor;
 - 4.6.2. any operation or use of, or other activity relating to, the Superior Solutions other than as specified in the Documentation, including any incorporation in the Superior Solutions of, or combination, operation or use of the Superior Solutions in or with, any technology (including any software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;
 - 4.6.3. any negligence, abuse, misapplication, or misuse of the Superior Solutions other than by Superior personnel or Superior Affiliate or Subcontractor, including any Customer use of the Superior Solutions other than as specified in the Documentation or expressly authorized in writing by Superior;
 - 4.6.4. Defects stemming from Customer's failure to install any New Releases that Superior has previously made available to Customer that would specifically address the Defect.
 - 4.6.5. the operation of, or access to, Customer's or a third party's system, materials or network;
 - 4.6.6. any relocation of the Superior Solutions other than by Superior personnel;
 - 4.6.7. any beta software, software that Superior makes available for testing or demonstration purposes, temporary software modules, or software for which Superior does not receive a fee;
 - 4.6.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).
- 4.7. Reservation of Rights. Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to any development work, the Support Services, Professional Services, Superior Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Superior Solutions, and the Third-Party Materials are and will remain with Superior and the respective rights holders.
- 4.8. Changes. Superior reserves the right, in its sole discretion, to make any changes to the Support Services and Superior Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of Superior's services to its customers, the competitive strength of or market for Superior's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Superior Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a Superior issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.
- 4.9. Subcontractors. Superior may from time to time in its discretion engage third parties to perform Professional Services or Support Services (each, a "**Subcontractor**"). Customer shall retain the right to approve Subcontractors or their individual consultants prior to work being performed by them. It is acknowledged that Customer has preapproved Superior's current lead subcontractor for Customer work, KOA Hills Consulting.
- 4.10. Security Measures. The Superior Solutions may contain technological measures designed to prevent unauthorized or illegal use of the Superior Solutions. Customer acknowledges and agrees that: (a)

Superion may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce Superion's rights, including all Intellectual Property Rights, in and to the Superion Solutions; (b) Superion may deny any individual access to and/or use of the Superion Solutions if Superion, in its reasonable discretion, believes that the person's use of the Superion Solutions would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) Superion may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Superion Solutions. However, Superion warrants that the Superion Solutions shall be free from any back door, time bomb, drop dead-device, or other software routing designed to disable a computer program automatically with the passage of time or under the positive control of persons other than Superion Personnel.

- 4.11. **Escrow.** Superion shall keep a copy of the source code for the Superion Solutions designated in Exhibit 1 (the "Source") with a third-party escrow service provider selected by mutual agreement of both parties from time to time (the "Escrow Agent"). The parties shall agree on the Escrow Agent within sixty (60) days of the date of this Agreement, but in any event prior to the installation of the Software on the Customer Systems.

4.11.1. Superion hereby grants Customer a contingent license, subject to the conditions of this Section and the conditions of use outlined in this Agreement, to use the copy of the Source maintained by the Escrow Agent for support purposes only.

4.11.2. The contingent license referred to in 4.11.1 shall only be available to the Customer to the extent that the Customer has a valid license in effect with Superion immediately prior to the occurrence of any event specified in 4.11.3.

4.11.3. The contingent license granted pursuant to Section 4.11.1 shall, to the extent it remains available to the Customer, become exercisable if and when any of the following events occur:

4.11.3.1. Superion ceases to do business for any reason whatsoever;

4.11.3.2. Superion commits any act of bankruptcy within the meaning of the U.S. Bankruptcy Act, and fails to cure such act within 30 days of the commission of such act; and

4.11.3.3. Superion institutes or has instituted against it bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or other similar proceedings under any federal or provincial laws and, in the case of any proceedings instituted against Superion, it fails to stay such proceedings or vacate or dismiss any order resulting therefrom within 60 days of the initiation of such proceedings or the issuance of such order, as the case may be.

4.11.4. The provisions of this Section, and the requirement of the Escrow Agent to perform its duties in accordance with this Section, shall be subject to the Customer executing any standard form documentation containing reasonable terms required by the Escrow Agent in connection with the performance of its duties and obligations hereunder.

5. **Use Restrictions.** Customer shall not, and shall not permit any other Person to, access or use the Superion Solution except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

5.1. copy, modify, or create derivative works or improvements of the Superion Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Superion Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

5.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Superion Solutions, in whole or in part;

5.3. bypass or breach any security device or protection used by Superion Solutions or access or use the Superion Solutions other than by an Authorized User through the use of his or her own then valid access;

5.4. input, upload, transmit, or otherwise provide to or through the Superion Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;

5.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Superion Systems, or Superion's provision of services to any third party, in whole or in part;

5.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Superion Solutions, including any copy thereof;

- 5.7. access or use the Superion Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable law;
- 5.8. access or use the Superion Solutions for purposes of competitive analysis of the Superion Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to Superion's detriment or commercial disadvantage or otherwise access or use the Superion Solutions beyond the scope of the authorization granted under this Section.

6. Customer Obligations.

- 6.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Superion Solutions are accessed or used; (b) provide Superion Personnel with such access to Customer's premises and Customer Systems as is necessary for Superion to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as Superion may reasonably request to enable Superion to exercise its rights and perform its obligations under and in connection with this Agreement.
- 6.2. Delay. Due to the nature of large style software implementations, timetables often speed up or slow down based on many factors. Superion will take commercially reasonable efforts to accommodate such changes, provided that Customer agrees Superion is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer.
- 6.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 5, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Superion Solution and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify Superion of any such actual or threatened activity.

7. Confidentiality.

- 7.1. Confidential Information. "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations. Without limiting the foregoing, Confidential Information of Superion includes the Superion Solutions, all software provided with the Superion Solutions, and algorithms, methods, techniques and processes revealed by the Source Code of the Superion Solutions and any software provided with the Superion Solutions. In connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**").
- 7.2. Exclusions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was or is independently developed by the Receiving Party without reference or use of any Confidential Information.
- 7.3. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:
 - 7.3.1. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
 - 7.3.2. not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section; and (iii) are bound by written confidentiality or restricted use obligations at least as protective of the Confidential Information as the terms in this Section;

- 7.3.3. safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care;
- 7.3.4. ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section.
- 7.4. **Compelled Disclosures.** If either Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by law, that Party shall: (a) promptly, and prior to such disclosure, notify the other Party in writing of such requirement so that they can seek a protective order or other remedy or waive its rights under this section, and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.
- 7.5. **Trade Secrets.** Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section with respect to any Confidential Information that constitutes a trade secret under any applicable law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.
8. **Security.**
- 8.1. Superior will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. Superior will review and test such safeguards on no less than an annual basis.
- 8.2. Customer shall maintain, in connection with the operation or use of the Superior Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.
- 8.3. To the extent that Authorized Users are permitted to have access to the Superior Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of Superior in the Superior Solutions and Documentation, and disclaim any liability or responsibility of Superior with respect to such Authorized Users.
9. **Personal Data.** If Superior processes or otherwise has access to any personal data or personal information on Customer's behalf when performing Superior's obligations under this Agreement, then:
- 9.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and Superior shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
- 9.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to Superior so that Superior may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include Superior processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for Superior to provide the Solution and perform its other obligations under this Agreement; and
- 9.3. Superior shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by Customer from time to time as set out in and in accordance with the terms of this Agreement; and
- 9.4. each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal

data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

10. Representations and Warranties.

- 10.1. **Software Warranty.** Superior warrants to Customer that for a period of eighteen (18) months from the Effective Date, the Superior Solutions (as delivered to Customer by Superior and when properly used for the purpose and in the manner specifically authorized by this Agreement), will perform as described in the Documentation in all material respects, including being free from any viruses or Harmful Code.
- 10.2. **Product Consistency.** Superior will continue to fully support Customer's ONESolution product suite described herein for a minimum of five (5) years following the Effective Date. If Superior discontinues product lines, discontinues making any improvements, or materially alters support structures surrounding Customer's ONESolution products, Customer will be entitled to replace and migrate to an equally suitable, compatible and functionally equivalent Superior Solution without incurring additional license fees.
- 10.3. **Professional Services Representation and Warranty.** Superior represents, warrants, and covenants to Customer that during the Term, Superior will perform Professional Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Professional Services were performed in violation of this warranty, it will notify Superior within twenty (20) days of service performance describing the issue, together with adequate supporting documentation and data. Upon receipt of such notice, Superior's obligation will be to re-perform the particular Professional Services affected as soon as commercially reasonable at no additional charge.
- 10.4. **Support Services Representation and Warranty.** Superior represents, warrants, and covenants to Customer that during the Term, Superior will perform the Support Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with both generally recognized industry standards for similar services, and the specific guidance for support found in Exhibit 2, and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Support Services failed to meet this warranty, they will follow their preferred escalation path outlined in the Support Standards below, including receipt of service credit.
- 10.5. **Intellectual Property Warranty.** Superior warrants and represents that to the best of Superior's knowledge: (i) there is no claim, litigation or proceeding pending or threatened against Superior with respect to the Superior Solutions or any component thereof alleging infringement of any patent or copyright or any trade secret or any proprietary right of any person; (ii) the Superior Solutions comply in all material respects with applicable laws, rules and regulations; (iii) Superior has full authority to enter into this Agreement and to consummate the transactions contemplated hereby; and (iv) Superior's performances under this Agreement are not materially impaired or prohibited by any other agreement to which Superior is a party or by which it may be bound.
 - 10.5.1. **Warranty of Title.** Superior warrants and represents that to the best of Superior's knowledge: (i) the Superior Solutions are an original work of authorship and does not infringe the intellectual property rights of others; (ii) it has all rights, title or interest to the Superior Solutions necessary to grant Customer the use rights herein; (iii) it has the right to grant to Customer the licenses granted hereunder and (iv) Superior has and shall have full authority to license all proprietary and/or third party software modules that are incorporated into the Superior Solutions.
 - 10.5.2. **Effect of Breach of Intellectual Property Rights.** If the breach relates to the warranty under this section, then Superior shall promptly: (i) procure for Customer the right to continue use of the Superior Solutions at no additional charge to Customer, (ii) modify such Superior Solution to avoid any claimed infringement (provided that such modification does not adversely affect Customer's intended use of the Superior Solution) at no additional charge to Customer, or (iii) replace said Superior Solution with an equally suitable, compatible and functionally equivalent non-infringing software, including installation and configuration as required, at no additional charge to Customer. If none of the foregoing alternatives are reasonably available to Superior, Customer shall return the Superior Solution in question to Superior and Superior shall refund to Customer any Fees associated with the Superior Solution in question not to exceed 1.5 times the fees paid for the Superior Solution in question under this Agreement for the effective term.
- 10.6. **DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, SUPERIOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SUPERIOR SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES,**

AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUPERION DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, SUPERION EXPRESSLY DOES NOT WARRANT THAT A SUPERION SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SUPERION SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUPERION PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY SUPERION'S WARRANTIES UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

11. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to Superion: **Superion**
1000 Business Center Dr.
Lake Mary, FL.
Phone: 407-304-3235 email: info@superion.com
Attention: General Counsel / Contracts Department

If to Customer: **City of Garden Grove**
11222 Acacia Parkway
Garden Grove, 92840
Phone: 714-741-5100 email: citymanager@ggcity.org
Attention: City Manager/Finance Department

12. **Force Majeure.**

- 12.1. No Breach or Default. Neither Party will be liable to the other for any failure or delay in fulfilling or performing any term of this Agreement (except for any payment obligation) when and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control (a "**Force Majeure Event**"), including Acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, national or regional emergency, riot or other civil-unrest, labor disruption, acts and omissions of third parties, governmental and judicial action (including embargoes, export or import restrictions) not the fault of the Party failing or delaying in performance.
- 12.2. Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

13. **Mutual Indemnification.**

- 13.1. Superion Indemnification. Superion shall indemnify, defend, and hold harmless Customer and Customer's officers, elected officials, directors, employees, agents, successors, and assigns from and against any and all losses incurred by or resulting from any Action by a third party (other than an Affiliate of Customer) that arise out of or result from, or are alleged to arise out of or result from any act or omission (including recklessness or willful misconduct) by Superion or any third party on behalf of Superion in connection with this Agreement, or for any such Action arising out of or alleging that Customer's use of the Superion Solution in accordance with this Agreement infringes or misappropriates such third party's US Intellectual Property Rights, US patents, copyrights, or trade secrets. The foregoing obligation does not apply to the extent that the alleged infringement arises from:
- 13.1.1. Third-Party Materials or Customer Data;

- 13.1.2. access to or use of the Superior Solution in combination with any hardware, system, software, network, or other materials or service not provided by Superior or specified for Customer's use in the Documentation;
- 13.1.3. modification of the Superior Solution other than: by or on behalf of Superior or with Superior's written approval in accordance with Superior's written specification;
- 13.1.4. failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of Superior; or
- 13.1.5. act, omission, or other matter described in Section 13.2.2 below, whether or not the same results in any Action against or losses by any Superior Indemnitee.
- 13.2. Customer Indemnification. Customer shall indemnify, defend, and hold harmless Superior and its officers, directors, employees, agents, successors, and assigns from and against any and all losses incurred by Superior resulting from any Action by a third party (other than an Affiliate of Superior) that arise out of or result from, or are alleged to arise out of or result from:
 - 13.2.1. Customer Data, including any Processing of Customer Data by or on behalf of Superior in accordance with this Agreement;
 - 13.2.2. Gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement.
- 13.3. Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified. The party seeking indemnification shall cooperate with the other party at that party's sole cost and expense. The indemnitor shall promptly assume control of the defense and shall employ counsel of its choice that is reasonably acceptable to the indemnitee to handle and defend the same.
- 13.4. Sole Remedy. SECTION 10.5 AND THIS SECTION SET FORTH CUSTOMER'S SOLE REMEDIES AND SUPERIOR'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND SUPERIOR SOLUTIONS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

14. Termination. This Agreement may be terminated:

- 14.1. For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.
- 14.2. For lack of payment by written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.
- 14.3. For Non-Appropriation of funding by the Customer's City Council in subsequent fiscal years covered by the Term of the Agreement. Superior shall be entitled to payment for services or deliverables in progress, to the extent work has been performed satisfactorily; obligations that have been incurred that extend beyond the date of termination; and reasonable contract close-out costs.

15. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

- 15.1. all rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of and other activities with respect to Superior's Confidential Information relating to the Superior Solution, and within thirty (30) days deliver to Superior, or at Superior's request destroy and erase Superior's Confidential Information from all systems Customer directly or indirectly controls; and any code placed in to escrow will be removed, and
- 15.2. all License Fees, Professional Services rendered and any other amounts payable by Customer to Superior of any kind are immediately payable and due no later than forty-five (45) days after the effective date of the termination or expiration.
- 15.3. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Mutual Indemnifications & Limitations of Liability), should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.
- 15.4. Return of Customer Data. If Customer requests in writing at least 10 days prior to the effective date of expiration or earlier termination of this Agreement, Superior shall within 60 days following such expiration

or termination, deliver to Customer in Superior's standard format the then most recent version of Customer Data maintained by Superior, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.

15.5. **Deconversion.** In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Superior Solution (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("**Deconversion**"), Superior will provide reasonable assistance. Superior and Customer will negotiate in good faith to establish the relative roles and responsibilities of Superior and Customer in effecting Deconversion, as well as the appropriate date for completion. Superior shall be entitled to receive compensation for any additional consultation, software and documentation required for Deconversion on a time and materials basis at Superior's then standard rates.

16. **Assignment.** Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Superior's prior written consent, which consent Superior may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Superior's prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

17. **No Waiver.** A Party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that Party to later enforce any such rights or to enforce any other or any subsequent breach.

18. **Arbitration of Disputes.** Any dispute, controversy or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved by final and binding arbitration.

18.1. **Arbitration Procedure.** The claimant shall commence the arbitration by delivering a notice of arbitration to the respondent setting out the nature of the claim(s), the relief requested, and the proposed location. Within thirty (30) days of the receipt of the notice of arbitration, the respondent shall deliver to the claimant its answer and any counterclaim(s), and the relief requested, as well as any proposed changes to location. The tribunal shall consist of three (3) arbitrators, appointed as follows: The claimant shall appoint an arbitrator in the request for arbitration and the respondent shall appoint an arbitrator in the answer. The two arbitrators so appointed shall, within thirty (30) days of delivery of the answer, appoint a third arbitrator who shall act as the chair of the tribunal. The tribunal shall decide the procedures to be followed in the arbitration after consultation with the parties. The tribunal may make its decisions by a majority. The tribunal shall have the power to grant any provisional or final remedy or relief that it deems appropriate, including conservatory measures and an award of attorneys' fees. The parties further agree that judgment may be entered upon the award by of any court having jurisdiction.

19. **Jurisdiction and Governing Law.** This Agreement and any dispute or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of the State of California excluding choice of law. Each party irrevocably (i) agrees that a County or Circuit Court in Orange County, California, or the United States District Court for the Central District of California, shall have exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims) and that such court shall be the proper venue therefor; (ii) waives the right to trial by jury; (iii) consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which the party receives notice and (iv) agrees that the prevailing party shall be entitled to recover reasonable attorney's fees (including any charges for in-house counsel), court costs and other legal expenses from the other party.

20. **Severability.** If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

21. **LIMITATIONS OF LIABILITY.**

21.1. **LIMITED LIABILITY OF SUPERION.** SUPERION'S LIABILITY IN CONNECTION WITH THE SERVICES, IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED 1.5 TIMES THE FEES THAT CUSTOMER ACTUALLY PAID TO SUPERION IN CONNECTION WITH THIS AGREEMENT FOR THE EFFECTIVE TERM.

- 21.2. EXCLUSION OF DAMAGES.** REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUPERION, SUPERION PERSONNEL, SUBCONTRACTORS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY (I) DATA, BUSINESS, REVENUE, PROFIT, GOODWILL, OR REPUTATION, (II) INCREASED COSTS, OR DIMINUTION IN VALUE, OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE; AND WHETHER OR NOT SUPERION, SUPERION PERSONNEL, SUBCONTRACTORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.
- 21.3. BASIS OF THE BARGAIN.** CUSTOMER ACKNOWLEDGES THAT SUPERION HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.
- 22. Third-Party Materials.** Customer is hereby advised that Superion provides front-line support services for third parties, but these third parties assume all responsibility for and liability in connection with the Third-Party Materials. Superion is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that Superion is authorized to represent the fees for the Third-Party Materials as the same is provided for in the Agreement and to accept payment of such amounts from Customer on behalf of the third party for as long as such third party authorizes Superion to do so. As a condition precedent to installing or accessing any Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap EULA or similar agreement provided by the Third-Party Materials provider.
- 23. Entire Agreement; Amendment and Modification.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. No modification of this Agreement will be effective unless it is in writing, is signed by each Party, and expressly provides that it amends this Agreement. Notwithstanding any language to the contrary herein, at any time during the Term Customer may add or terminate certain Superion or Third Party products, or request changes to Professional or Support Services. Any changes will be memorialized in either a Superion issued Add-On Quote signed by the Customer, or a written change order to this agreement (a copy is found in Section 9.3 of Exhibit 7) signed by both parties, which shall constitute an amendment to this Agreement. Notice for change requests will be a minimum of 30 days, and governed by Section 11.
- 24. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
- 25. Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 26. The following Exhibits are hereby incorporated to this Agreement:**
- 26.1. Exhibit 1 – Project Cost Summary
 - 26.2. Exhibit 2 - Maintenance & Support Standards
 - 26.3. Exhibit 3 – Travel Expense Guidelines
 - 26.4. Exhibit 4 – Insurance Requirements
 - 26.5. Exhibit 5 – Iron Mountain Escrow Provisions
 - 26.6. Exhibit 6 - Minimum System Requirements
 - 26.7. Exhibit 7 – Scope of Work
 - 26.8. Exhibit 8 – CryWolf Specifications
 - 26.9. Exhibit 9 – BMI Template Agreement & Warranty Information
 - 26.10. Exhibit 10 – Superion's Response to Customer's Request for Proposal number S-1225 is incorporated herein by reference, including all functional descriptions included in the response.



EXHIBIT 1

Project Cost Summary

I. Detailed Cost Breakdown

License Fees & Maintenance

Product Name	Quantity	License Fee	Maintenance
ONESolution Financials	1	\$394,220.00	\$63,075.20
ONESolution Foundation	1	\$20,100.00	\$3,216.00
ONESolution Human Resources/Payroll	1	\$210,540.00	\$33,686.40
CryWolf Alarm Billing Workstation	1	\$19,500.00	\$3,900.00
CryWolf Alarm Billing Additional Workstation	1	\$6,500.00	\$1,300.00
CryWolf Payment Web Portal	1	\$4,070.00	\$610.00
Total		\$654,930.00	\$105,787.60

Third-Party License Fees & Maintenance

Product Name	Quantity	License Fee	Maintenance
ONESolution Financial Enterprise Core-New	1	\$37,600.00	\$6,016.00
Cognos DM: Base Bundle	1	\$29,480.00	\$4,716.80
BMI Stores Inventory Barcode	1	\$7,285.00	\$0.00
BMI Fixed Asset Barcode	1	\$6,490.00	\$0.00
Total		\$80,855.00	\$10,732.80

Third-Party Hardware Fees

Product Name	Quantity	Amount
BMI Hardware-Scanner, PA692, 26 Key - Collect-IT	2	\$5,950.00
BMI Cradle – AssetTrak		\$150.00
BMI RFID Reader – AssetTrak		\$1,295.00
Shipping & Handling, including taxes for both AssetTrak and Collect-IT (not to exceed \$1,000)		\$1,000.00
Total		\$8,395.00

Third-Party Subscription Fees

Product Name	Quantity	Subscription Fee
TimeClock Plus Cloud	800	\$38,400.00
TimeClock Plus FMLA Management Cloud	800	\$9,600.00
TimeClock Plus Advanced Scheduling Cloud	300	\$9,000.00
Total		\$57,000.00

Professional Services

Development & Conversion

Product Name	Amount
Data Conversion (Milestone)	\$49,000.00
CryWolf Data Conversion (Billed as Incurred)	\$2,625.00
Spillman Bi-Directional Interface (Billed as Incurred)	\$4,900.00
Total	\$56,525.00

Technical Services

Product Name	Amount
Workflow Development (Billed as Incurred)	\$78,750.00
Report Development (Billed as Incurred)	\$213,500.00
Interface Development (Billed as Incurred)	\$157,500.00
Additional Training & Development (Billed as Incurred)	\$175,000.00
CryWolf Technical Services (Billed as Incurred)	\$6,300.00
Total	\$631,050.00

Consulting

Product Name	Amount
ONESolution Finance & Human Resources BPR (Milestone)	\$35,000.00
Finance Consulting (Milestone)	\$159,950.00
Technical Services (Milestone)	\$96,250.00
HR/PY Consulting (Milestone)	\$109,725.00
CryWolf Consulting (Billed as Incurred)	\$2,800.00
Total	\$403,725.00

Training

Product Name	Amount
Finance & HR/PY Training (Milestone)	\$141,400.00
Budget Book Services Bundle (Billed as Incurred)	\$57,400.00
CAFR Constructor Services Bundle (Billed as Incurred)	\$74,900.00
End User Training (Billed as Incurred)	\$61,250.00
CryWolf Training (Billed as Incurred)	\$9,800.00
Total	\$344,750.00

Project Management

Product Name	Amount
ONESolution Finance Program Management Fee (Billed as Incurred)	\$560,000.00
CryWolf Project Management (Billed as Incurred)	\$3,850.00
Total	\$563,850.00
Total Professional Services	\$1,999,900.00

Third-Party Professional Services

Training Fee

Product Name	Amount
TimeClock Plus Cloud	\$22,500.00
Total	\$22,500.00

Summary

Product/Service	
License Fees	\$654,930.00
Professional Services	\$1,999,900.00
Subtotal	\$2,654,830.00
Third-Party License Fees	\$80,855.00
Third Party Hardware Fees	\$8,395.00
Third-Party Subscription Fees	\$57,000.00
Third-Party Professional Services	\$22,500.00
Subtotal	\$168,750.00
License/Subscription Fee Discounts	(\$183,946.25)
Total	\$2,639,633.75
Net Maintenance	\$105,787.60
Net Third-Party Maintenance	\$10,732.80

- II. **Maintenance Projection.** Annual Support & Maintenance Fees associated with this Agreement are subject to annual increases based on CPI West +2%. However, regardless of the current index rate, Customer's increases year over year will be limited to a maximum of three percent (3%) through Renewal Support Term 6, followed by a limit of five percent (5%) for an additional five (5) Renewal Support Terms.

Renewal Support Term 1	Renewal Support Term 2 (3%)	Renewal Support Term 3 (3%)	Renewal Support Term 4 (3%)	Renewal Support Term 5 (3%)	Renewal Support Term 6 (3%)
	\$108,961.23	\$112,230.06	\$115,596.97	\$119,064.88	\$122,636.82
Maintenance \$105,787.60	\$11,054.78	\$11,386.43	\$11,728.02	\$12,079.86	\$12,442.26
Third Party Maintenance \$10,732.80	Renewal Support Term 7 (5%)	Renewal Support Term 8 (5%)	Renewal Support Term 9 (5%)	Renewal Support Term 10 (5%)	Renewal Support Term 11 (5%)
	\$128,768.66	\$135,207.10	\$141,967.45	\$149,065.82	\$156,519.11
	\$13,064.37	\$13,717.59	\$14,403.47	\$15,123.64	\$15,879.83

III. CryWolf License Milestone Payments

% of Total	CryWolf Milestones
20%	Upon The Effective Date
20%	Upon Ordinance Ratification
20%	Installation of Software
20%	Completion of End User Training
20%	Upon Go-Live

IV. ONESolution Milestone Payments

Milestone	% of Total	Description	Deliverable per SOW	SOW Page Number	Milestone Payment Amount
Phase I Finance-Deliverables					
1	10.00%	Complete Configuration Workbook, Business Process Review, and successfully test OpenID to implement LDAP feature compatibility.	3.1, 3.2	14, 66, 67	\$34,475.00
2	5.00%	Software Installation & Post Install Action Report	4.1, 4.2	68, 69	\$17,237.50
3	15.00%	Complete Data Conversion Scope, Data Conversion Specifications, Perform Data Conversion, Forms Scope, Forms Specifications, and Forms Development.	7.1, 9.1, 10, 7.5, 9.5, 11.4	72, 76, 79, 83, 84, 88	\$51,712.50
4	20.00%	Complete Core Project Team Training Plan, Setup/Configuration, Configuration Testing, Core Project Team Training, and Core Project Team Process Testing	6, 8.1, 8.2, 12, 13	71, 77, 78, 89, 90	\$68,950.00
5	10.00%	Complete Test Plans/Scripts, Unit, Integration and Parallel Testing	16.1, 16.2, 16.3	95, 96	\$34,475.00
6	20.00%	Customer Configuration Decisions Document and User Verification Testing (UVT)	14, 16.3	91, 97	\$68,950.00
7	20.00%	Go-Live Cutover Plan, Go-Live Declaration Letter, 60 Days Post-Live Support, Project Close Out for Phase 1.	17, 18.1, 18.2, 19	98, 99, 100, 101	\$68,950.00
	100%	Phase I Subtotal:			\$344,750.00
Phase II HR/PY-Deliverables					
8	10.00%	Complete Configuration Workbook and Business Process Review	3.1, 3.2	66, 67	\$24,657.50
9	15.00%	Complete Data Conversion Scope, Data Conversion Specifications, Perform Data Conversion, Forms Scope, Forms Specifications, and Forms Development.	7.1, 9.1, 10, 7.5, 9.5, 11.4	72, 76, 79, 83, 84, 88	\$36,986.25
10	20.00%	Complete Core Project Team Training Plan, Setup/Configuration, Configuration Testing, Core	6, 8.1, 8.2, 12, 13	71, 77, 78, 89, 90	\$49,315.00

		Project Team Training, and Core Project Team Process Testing			
11	15.00%	Complete Test Plans/Scripts, Unit, Integration, and Parallel Testing	16.1, 16.2, 16.3	95, 96	\$36,986.25
12	20.00%	Customer Configuration Decisions Document and User Verification Testing	14, 16.3	91, 97	\$49,315.00
13	20.00%	Go-Live Cutover Plan, Go-Live Declaration Letter, 60 Days Post-Live Support, Project Close Out for Phase 2.	17, 18.1, 18.2, 19	98, 99, 100, 101	\$49,315.00
	100%	Phase II Subtotal:			\$246,575.00
Milestone Payments Phase I					\$344,750.00
Milestone Payments Phase II					\$246,575.00
Total Milestones					\$591,325.00
CAFR Constructor training and assistance (billed as incurred)			428	\$175	\$74,900.00
Budget Book training and assistance (billed as incurred)			328	\$175	\$57,400.00
Reporting (billed as incurred)			1,220	\$175	\$213,500.00
Interfaces (billed as incurred)			900	\$175	\$157,500.00
Project Management (deliverables associated with each month include monthly status report, budget tracking) (billed as incurred)			3200	\$175	\$560,000.00
Workflow (billed as incurred)			450	\$175	\$78,750.00
End User Training (billed as incurred)			350	\$175	\$61,250.00
Additional Training & Development (billed as incurred)			1000	\$175	\$175,000.00
CryWolf and Spillman Bi-Directional Interface (billed as incurred)			173	\$175	\$30,275.00
Total Billed as Incurred					\$1,408,575.00
Total Services					\$1,999,900.00
Estimated Travel (billed as incurred)					\$325,000.00
Total Services with Estimated Travel					\$2,324,900.00

V. SERVICES PAYMENTS PROJECTION ESTIMATE OVER PROJECT TIMEFRAME

0-180 Days	180-270 Days	270-360 Days	360-450 Days	450-540 Days	540-630 Days	630-720 Days	720-810 Days	810-900 Days	900-990 Days	Total
\$34,475										\$34,475.00
\$17,237.50										\$17,237.50
	\$51,712.50									\$51,712.50
	\$68,950									\$68,950.00
		\$34,475								\$34,475.00
			\$68,950							\$68,950.00
				\$68,950						\$68,950.00
			\$24,657.50							\$24,657.50
					\$36,986.25					\$36,986.25
						\$49,315				\$49,315.00
							\$36,986.25			\$36,986.25
								\$49,315		\$49,315.00
									\$49,315	\$49,315.00
			\$18,725	\$18,725	\$18,725	\$18,725				\$74,900.00
				\$28,700	\$28,700					\$57,400.00
	\$21,350	\$21,350	\$32,025	\$21,350	\$21,350	\$21,350	\$32,025	\$21,350	\$21,350	\$213,500.00
	\$15,750	\$15,750	\$23,625	\$15,750	\$15,750	\$15,750	\$23,625	\$15,750	\$15,750	\$157,500.00
105,000	\$52,500	\$52,500	\$52,500	\$52,500	\$52,500	\$52,500	\$52,500	\$52,500	\$35,000	\$560,000.00
		\$12,000	\$12,000	\$14,000			\$12,000	\$16,750	\$12,000	\$78,750.00
		\$15,312.50	\$15,312.50				\$15,312.50	\$15,312.50		\$61,250.00
\$15,909	\$15,909	\$15,909	\$15,909	\$15,909	\$15,909	\$15,909	\$15,909	\$15,909	\$31,819	\$175,000.00
	\$30,275									\$30,275.00
\$172,621.50	\$256,446.50	\$167,296.50	\$263,704.00	\$235,884.00	\$189,920.25	\$173,549.00	\$188,357.75	\$186,886.50	\$165,234.00	\$1,999,900.00

VI. One time vs. Recurring Fees Table

One Time Payments	Amounts
License Fees (net of 25% discount)	\$491,197.50
Third Party License Fees (net of 25% discount)	\$60,641.25
Third-Party Hardware Fees – BMI	\$8,395.00
Professional Services, Billed as Incurred	\$1,408,575.00
Professional Services, Milestone Payments	\$591,325.00
Third-Party Professional Services Training – TimeClock Plus	\$22,500.00
Recurring Payments	
Annual Support & Maintenance Fees *due 18 months after the Effective Date, and annually thereafter	\$105,787.60
Third Party Annual Support & Maintenance *due 18 months after the Effective Date, and annually thereafter	\$10,732.80
Third Party Subscription Fees *due at the Effective Date and annually thereafter	\$57,000.00

VII. PAYMENT TERMS:

- Superion CryWolf License Fees are due: 20% on the Effective Date, 20% upon Ordinance Ratification, 20% upon Installation of Software, 20% upon completion of End User Training, and 20% upon Go-Live.
- All other License Fees besides CryWolf, both Superion and Third Party are due: 20% upon Superion's completion of Milestone 1, 20% upon Superion's completion of Milestone 2, 20% upon Superion's completion of Milestone 7, 20% upon Superion's completion of Milestone 10, and 20% upon Superion's completion of Milestone 13.
- Superion Professional Services Fees are due as follows: Billed as incurred, invoiced monthly as services are performed. The blended hourly rate for all services shall be \$175. This rate shall remain in effect until 2 years after Phase 2 Go-Live.
- Professional Service Milestone Payments are due: 100% upon Superion's completion of the respective deliverables outlined in the Milestone Table above and the attached Scope of Work, Exhibit 7.
- Third Party Professional Services Training (TCP Cloud): 50% upon Superion's completion of Milestone 7 and 50% due upon completion of services with invoice.
- Recurring Superion & Third-Party Annual Support & Maintenance Fees are included with License Fees for the Initial 18 month Support Term. Annual Support & Maintenance Fees are due: 18 months following the Effective Date, and annually thereafter on the anniversary of that date for recurring annual Support Terms. Maintenance Fees are subject to annual increases based on CPI West +2%. However, regardless of the current index rate, Customer's increases year over year will be limited to a maximum of three percent (3%) for the first five (5) Renewal Support Terms, followed by a limit of five percent (5%) for an additional five (5) Renewal Support Terms.
- Customer shall have 45 days to make payments for non-disputed amounts from the date of invoice.
- Third Party Subscription Fees (TimeClock Plus) are due: 100% upon Superion's completion of Milestone 7 and annually thereafter on the anniversary of the completion date for Milestone 7.
- BMI Third Party Hardware & Software Fees: Due upon the Delivery Date, Customer will pay initial Fees outlined above related to BMI directly to Superion. After the Initial Support Term, Customer retains the right to purchase extended technical support, software application maintenance and warranties directly from BMI as outlined in Exhibit 9 ("**BMI Technical Support Agreement**").
- Additional Costs - Customer will reimburse Superion for actual travel and living expenses that Superion incurs in providing Customer with Support Services and Professional Services under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by Exhibit 3 ("**Superion Travel Expense Guidelines**") attached hereto and will be invoiced on a monthly basis in arrears and due within forty-five (45) days from the date of invoice.
- Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide Superion valid proof of exemption; otherwise, Superion will invoice Customer and Customer will pay to Superion all such tax amounts.



EXHIBIT 2

Maintenance & Support Standards

- I. **Support Hours: Hours During Which Superior's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in the Order as to Support Type, support hours are Monday through Friday, 7:00 A.M. to 6:00 P.M. Customer's Local Time within the continental United States, excluding holidays.
- II. **Support Terms.** The Initial Support Term shall begin at the Effective Date and extend for eighteen (18) months ("Initial Support Term"). Superior shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a ("Renewal Support Term"). This renewal will continue until termination of this Agreement provided that, Superior shall not give notice of termination if it would be effective prior to a period equal to two times the Agreement's Initial Support Term.
- III. **Targeted Response Times.**
"Notification" means a communication to Superior's help desk by means of: (i) Superior's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Superior's then-current policies and procedures for submitting such communications.

With respect to Superior's support obligations, Superior will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Superior Solution identified in the order in accordance with the following guidelines with the time period to be measured beginning with the first applicable Superior "Telephone Support" hour occurring after Superior's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
Urgent 1	A support issue shall be considered Urgent when it produces a Total System Failure; meaning Superior's Solution is not performing a process that has caused a complete work stoppage.	Superior has a stated goal to respond within 60 minutes of the issue being reported and have a mutually agreed upon resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, Superior has a stated goal to resolve an urgent issue within 24 hours of the issue being reported, and to provide a mutually agreed upon resolution plan to remedy the issue.
Critical 2	A support issue shall be considered Critical when a critical failure in operations occurs; meaning Superior's Solution is not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Superior has a stated goal to respond within 60 minutes of the issue being reported to Superior. Response time goal is only applicable for Critical issues reported via Superior's Toll Free Support.	Superior has a stated goal to resolve Critical issues within 5 business days of the issue being reported, or within 5 business days of the issue being reported, provide a mutually agreed upon resolution plan to remedy the issue.
Non-Critical 3	A support issue shall be considered Non-Critical when a non-critical failure in operations occurs; meaning Superior's Solution is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Superior has a stated goal to respond within four hours of the issue being reported and have a resolution plan within 5 business days.	A resolution plan details the steps necessary to understand and possibly resolve the issue. Resolution plans may include recommendations that are unrelated to Superior's application software (i.e., hardware, peripherals, etc.).
Minor 4	A support issue will be considered Minor when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Superior has a stated goal to respond within 24 hours of the issue being reported and have a resolution plan within 10 business days.	

* Measured from the moment a Case number is created. As used herein a "Case number" is created when a) Superior's support representative has been directly contacted by Customer either by phone, email, in person, or through Superior's online support portal, and b) when Superior's support representative assigns a case number and conveys that case number to the Customer. Customer must provide remote access to its facility using a Superior approved remote access client so that Superior can perform the support obligations and/or services under this Order; and will provide appropriate security access and accounts for Superior staff and each session participant. Customer must provide remote access to its facility using a Superior approved remote access client so that Superior can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for Superior staff and each session participant.

IV. API Deprecation & Future Changes to Technology & Structure

Superion will use best efforts to retain and support all Application Programming Interfaces (API) built on commercially available technology that provide backward version capability. However, future advances may allow Superion to take advantage of new technologies and may enable new features. To that end Superion commits to not pursue API deprecation on any product that would directly affect the Customer for the initial three (3) years after the execution of the Agreement, and thereafter will provide the Customer with a one (1) year notice of any changes to existing format or structure and will provide appropriate support in upgrading the Customer's interfaces, if needed. Superion is not responsible for any necessary Third Party work performance needed to complete an interface, however Superion commits to cooperating in good faith with Customer and Third Parties to resolve any interface issues and concerns. In addition, Superion also commits to giving notice to Customer as soon as reasonably practicable when Superion becomes aware of developments or changes to third party offerings that could impact Customer's use. If Time Clock Plus or BMI (Third Parties) makes changes requiring any workaround, Superion will use commercially reasonable efforts to support this endeavor.

V. Support Escalation Plan.

Superion:

If an urgent issue that is not resolved within two (2) business days following creation of a Case Number, Superion shall escalate the issue every business day to the individuals specified in the sequence below (or an individual of substantially similar position and authority if an individual listed below is no longer employed by Superion):

Name	Title	Phone	Cell	Email
Jacob Barnard	Director of Product Support	407-304-3631	407-228-2498	jacob.barnard@superion.com
Mike Garner	VP of Customer Support	336-878-1220	336-317-0056	mike.garner@superion.com
Tom Amburgey	Vice President & General Manager	407-304-3235	561-847-1626	tom.amburgey@superion.com
Kevin Lafeber	President & CCO	407-304-3102	612-860-6364	kevin.lafeber@superion.com

Customer:

If Superion does not resolve issues in accordance to the provisions under "Maintenance & Support Standards", then the Customer will escalate the issue as follows:

Name	Title	Phone	Email
Ellis Chang	Accounting Manager	714-741-5066	ellisc@ggcity.org
Kingsley Okereke	Finance Director	714-741-5060	financedepartment@ggcity.org
Scott C. Stiles	City Manager	714-741-5100	citymanager@ggcity.org

VI. Support Credits.

If an urgent issue is not resolved within thirty (30) calendar days following creation of a Case Number, Superion shall discount Support Fees for the following year in an amount equal to one twelfth (1/12) of such following year's Support Fees.

VII. Continuity of Business Testing & Optional Services.

Every local government should be prepared for an emergency situation. Whether natural disasters or an unexpected event, being ready to respond to the needs of citizens is critical. To help with these efforts, Superion partners with customers to ensure critical systems will be available in the event of unplanned situations. Three options of business continuity services are highlighted below:

- Cold Recovery Site – A cold recovery site can guarantee an agency will have servers and technology reserved in a dedicated, offsite data center. In an example scenario, an agency would provide Superion with a copy of system backups on a regular basis, usually weekly; database backups typically would be provided daily. Should switching to the backup site become necessary, Superion would set up the system based on an agency's system backups and have business operations back online in five to seven business days. Superion would recover transactions up to the point of the last backup provided.
- Warm Recovery Site – A warm recovery site can guarantee an agency will have servers that mirror a production environment set up and ready in a dedicated, offsite data center. Should switching to the backup site become necessary, the agency's software will be up to date and ready. Superion would recover transactions up to the point of the last backup provided. Agencies could be running on backup servers in one day.

- **Hot Recovery Site** – A hot recovery site can replicate system information and transactions to systems in a dedicated, offsite data center almost in real time. Technology may be employed to duplicate transactions posted to the agency's premise system to backup systems within just a few minutes. Should the need arise, an agency can be running on the backup systems within a couple of hours.

	Cold	Warm	Hot
Dedicated hardware in Superion data center	Yes	Yes	Yes
Software installed in Superion data center		Yes	Yes
System backups applied		Weekly	NRT*
Transaction data applied		Declaration	NRT*
Annual test of business continuity processes		Yes	Yes

The following are not to exceed recovery rates based on Customer electing these services within three years of the Effective Date: The annual price is \$35,700 for a cold site, \$105,000 for a warm site, and \$157,000 for a hot site. There is a \$7,500 set up fee regardless of the option selected. Included would be one (1) test of Continuity of Business fail over processes annually. In the event of a disaster, there is a declaration fee of \$10,000 for the cold site, \$5,000 for the warm site, and \$2,500 for the hot site. This would allow Customer to run in the cloud for 60 days. After that, Superion & Customer to discuss remaining in the cloud as a hosted customer.

EXHIBIT 3**Superion Travel Expense Guidelines**

Superion will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the Superion Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – Superion will use the least expensive class of service available with a minimum of fourteen (14) day, maximum of thirty (30) day, advance purchase. Superion shall provide the travel itinerary, along with the associated fare, as well as any receipts for reimbursement.

Trips fewer than 250 miles round trip are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –Superion will use the most reasonable accommodations possible, dependent on the city, with establishments within the City limits of Garden Grove, CA. given first choice priority when available. All food items, movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more Superion employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Receipts for car rental and gas purchases will be submitted to Customer. Superion shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the Superion auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – Superion staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, as long as it does not exceed \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem – amount to follow federal GSA regulations.

EXHIBIT 4
Insurance Requirements

- 1.1 COMMENCEMENT OF WORK. SUPERION shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CUSTOMER. All subcontractors shall maintain the same insurance required of SUPERION herein. All insurance documents shall be provided to Customer upon request by the Customer.
- 1.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, SUPERION and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 1.3 INSURANCE AMOUNTS. SUPERION shall maintain the following insurance while on site and working on the project:
- (a) Commercial general liability in an amount of \$10,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CUSTOMER and have a Best's Guide Rating of A-, Class VII or better, as approved by the CUSTOMER.
 - (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CUSTOMER and have a Best's Guide Rating of A-, Class VII or better, as approved by the CUSTOMER.
 - (c) Professional liability in an amount not less than \$1,000,000 per claim. Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or better, as approved by the Customer. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, SUPERION shall obtain continuing insurance coverage for the prior acts or omissions of SUPERION during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.
 - (d) Cyber liability, including cyber/information security coverage and cyber privacy coverage, in an amount not less than \$2,000,000 per occurrence.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 1.3 (a) and (d) shall include CUSTOMER, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the SUPERION. SUPERION shall provide proof of insurance and endorsement forms that conform to CUSTOMER's requirements, as approved by the CUSTOMER.

An Additional Insured Endorsement for the policy under section 1.3 (b) shall include CUSTOMER, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by SUPERION. SUPERION shall provide to CUSTOMER proof of insurance and endorsement forms that conform to CUSTOMER's requirements, as approved by the CUSTOMER.

For any claims related to this Agreement, SUPERION's insurance coverage, shall be primary insurance as it respects the CUSTOMER, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CUSTOMER, its officers, officials, employees, agents, and volunteers shall be in excess of SUPERION's insurance and shall not contribute with it.

If SUPERION maintains higher insurance limits than the minimums shown above, SUPERION shall provide coverage for the higher insurance limits otherwise maintained by SUPERION.



EXHIBIT 5

Iron Mountain Escrow Provisions

**PREFERRED BENEFICIARY
ACCEPTANCE FORM**

Depositor, Preferred Beneficiary and Iron Mountain Intellectual Property Management, Inc. ("IMIPM"), hereby acknowledge that XXXX is the Preferred Beneficiary referred to in the Master Preferred Escrow Agreement effective XXXX with IMIPM as the escrow agent and Superion, LLC as successors to SunGard Public Sector LLC as the Depositor. Preferred Beneficiary hereby agrees to be bound by all provisions of such Agreement. If the Customer chooses to elect this option during the project, the first annual fee of \$1,000.00 will be paid to Superion, and thereafter the annual escrow fee will be billed directly to Customer by Iron Mountain.

Depositor hereby enrolls Preferred Beneficiary to the following account(s):

Account Name

Deposit Account Number

Notices and communications to Preferred
Beneficiary should be addressed to:

Invoices should be addressed to:

Attn: _____

Initial and Subsequent Annual Invoices:

Designated Contact: _____

Superion, LLC

Telephone: _____

Accounting Department

Facsimile: _____

1000 Business Center Drive

E-mail: _____

Lake Mary, FL 32746

Contact: Lisa Neumann

City of XXXX
Preferred Beneficiary

Superion, LLC
Depositor

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

IMIPM

By: _____

Name: _____

Title: _____

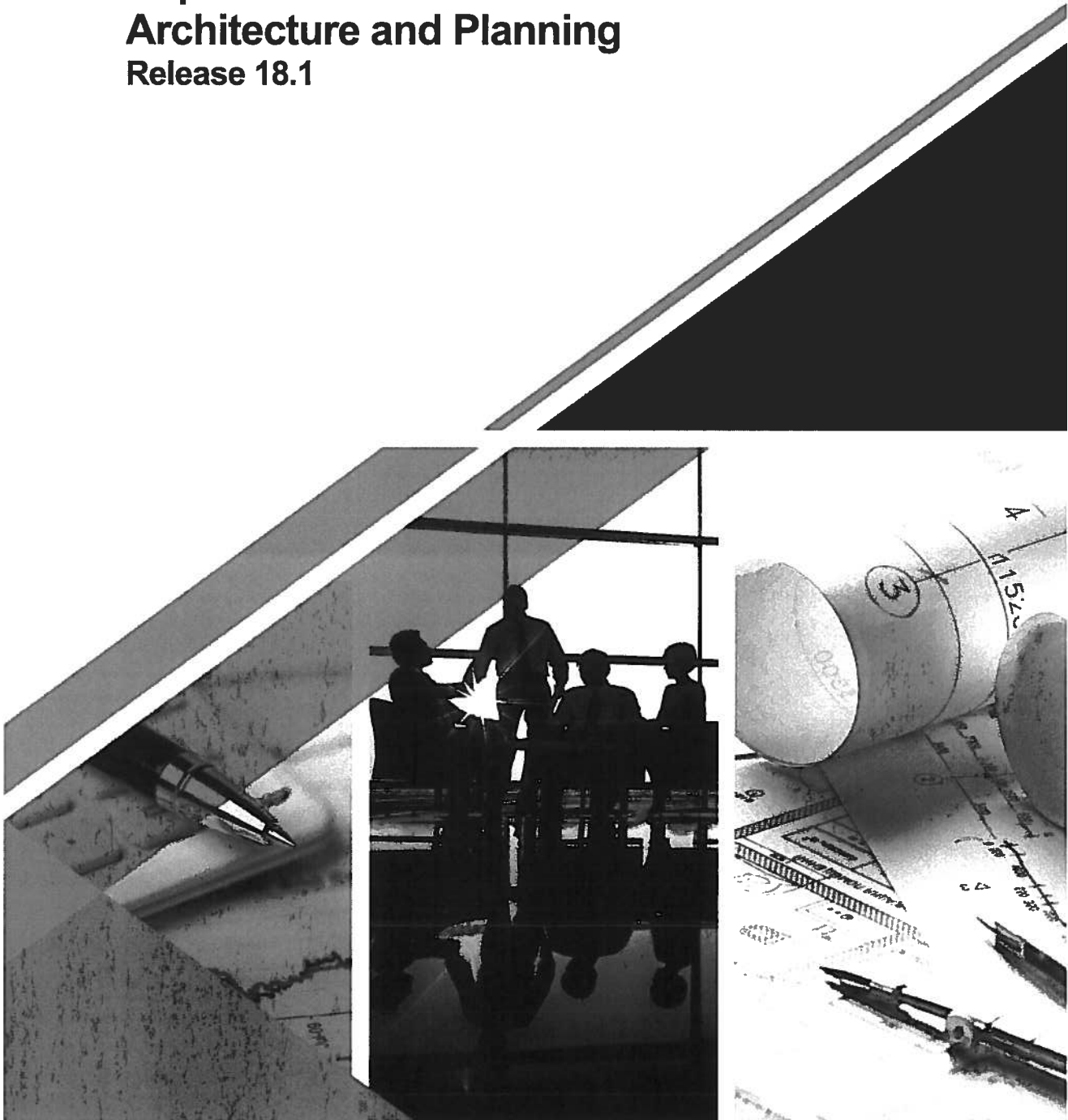
Date: _____



EXHIBIT 6

Minimum System Requirements

**Superion Public Administration
Architecture and Planning
Release 18.1**



■ Non-Disclosure Statement

Superion, LLC.

1000 Business Center Drive

Lake Mary, Florida 32746

Phone: (800) 695-6915

Fax: (407) 304-1005

Web site: <http://www.superion.com>

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Architecture and Planning

We created this document to assist the IT staff at client sites in planning, deployment, and administration of the Superior Public Administration software. This document describes the minimum system requirements and includes basic architecture diagrams to help you plan for upgrades as the needs of your organization change over time.

HTML5 Applications

Superion implemented HTML5 application technology in the 18.1 release. The requirements for HTML applications may be different from what you have seen in the past. However, as your users open more windows and perform more multitasking on their machines, their productivity will increase as well.


Desktop Browsers
<ul style="list-style-type: none"> Google Chrome® Internet Explorer® 11
Mobile Browsers
<ul style="list-style-type: none"> Google Chrome® Apple Safari®

Server Requirements

The Public Administration software typically leverages multiple servers. This section of the document explains the server requirements to provide you with information you can use when planning for future upgrades.


Base Server Requirements

The table below displays the basic system requirements for a server. Unless otherwise specified, these are the minimum requirements for any server running Superior software.

Base Server	Category	Requirement
	Operating System	<ul style="list-style-type: none"> Windows Server® 2012 or Windows Server 2016, 64-bit only
	Processors	<ul style="list-style-type: none"> 4 Intel Xeon Cores® or equivalent
	Memory	<ul style="list-style-type: none"> 12 GB of RAM
	Network	<ul style="list-style-type: none"> 1 GB or faster network
	Storage	<ul style="list-style-type: none"> 70 GB free space
	Software	<ul style="list-style-type: none"> .Net® 4.5.1 PowerShell® 4.0

Database Server Requirements


The database server is the biggest factor in stability and performance in the software. We strongly recommend that you use a physical server as your database server. If you use a VM, dedicated hardware allocation is critical to achieve minimum software performance. If both test and production database instances will be hosted on the same server, additional processor and memory is required beyond the minimum database server requirements listed below.

Database Server	Category	Requirement
	Operating System	*See Operating System requirements for SQL Server® version.
	SQL Server	<ul style="list-style-type: none"> SQL Server 2012, 2014, 2016 (Standard or Enterprise only)
	Processors	Processors based on user load (Intel Xeon Cores):

		<ul style="list-style-type: none"> 1-300 Users: 4 Cores 301-600 Users: 6 Cores 601-900 Users: 8 Cores 900-1200 Users: 10 Cores
	Memory	Memory based on user load: <ul style="list-style-type: none"> 1-49 Users: 16 GB 50-300 Users: 24 GB 301-600 Users: 32 GB 601-900 Users: 40 GB 900-1200 Users: 48 GB
	Network	<ul style="list-style-type: none"> 1 GB or faster network
	Storage	<ul style="list-style-type: none"> 500 GB to 2TB of available space
	Software	<ul style="list-style-type: none"> PowerShell 4.0


SPSOne/Job Server Requirements

While the SPSOne Server software and the Job Server software can be installed on separate servers, for most small to medium sized sites this is unnecessary and both can coexist on the same server. The table below displays the requirements for a Job Server with SPSOne.

SPSOne/Job Server	Category	Requirement
	Operating System	<ul style="list-style-type: none"> Windows Server 2012 or Windows Server 2016, 64-bit only
	Processors	<ul style="list-style-type: none"> 4 Intel Xeon Cores or equivalent
	Memory	<ul style="list-style-type: none"> 12 GB of RAM
	Network	<ul style="list-style-type: none"> 1 GB or faster network
	Storage	<ul style="list-style-type: none"> 70 GB free space
	Software	<ul style="list-style-type: none"> .Net 4.5.1 PowerShell 4.0

Cognos/Analytics Server Requirements

The table below displays the minimum system requirements for the IBM Cognos® software. These requirements may differ from those published by IBM as they are based on our experiences with client usage.


Analytics Server	Category	Requirement
	Operating System	<ul style="list-style-type: none"> Windows Server 2012 or Windows Server 2016, 64-bit only SQL Server 2012, 2014, 2016 (Standard or Enterprise only)
	Cognos Analytics	<ul style="list-style-type: none"> Version 11.0.10
	Certent® Disclosure Management	<ul style="list-style-type: none"> Version 10.3
	Processors	<ul style="list-style-type: none"> 4 Intel Xeon Cores or equivalent
	Memory	<ul style="list-style-type: none"> Cognos - 16 GB of RAM CDM - an additional 8 GB of RAM (if same server)
	Network	<ul style="list-style-type: none"> 1 GB or faster network
	Storage	<ul style="list-style-type: none"> 100 GB free space (includes CDM storage)
	Software	<ul style="list-style-type: none"> .Net 4.5.1 PowerShell 4.0

ONESolution Finance Application Server Requirements

The Finance Application server is one of the most active application servers in the software. This server is responsible for most of the data entry and workflow functionality throughout the Finance software. The table below displays the Finance App server system requirements.


Best Practices Note: Finance App Servers

Although it is not required, we recommend that you implement a minimum of two Finance application servers in a load balanced configuration in a production environment. This provides you with better fault tolerance and stability. This also allows you to apply critical patches, restart services, and examine servers more closely during support engagements without forcing a full system shutdown.

Finance App Server	Category	Requirement
	Operating System	<ul style="list-style-type: none"> Windows Server 2012 or Windows Server 2016, 64-bit only
	Processors	<ul style="list-style-type: none"> 4 Intel Xeon Cores or equivalent
	Memory	<ul style="list-style-type: none"> 12 GB of RAM
	Network	<ul style="list-style-type: none"> 1 GB or faster network
	Storage	<ul style="list-style-type: none"> 70 GB free space
	Software	<ul style="list-style-type: none"> .Net® 4.5.1 PowerShell 4.0

Edge/DMZ Server Requirements

The table below displays the minimum requirements for a server hosting the Superior Edge Applications (such as ONESolution Finance Edge Applications, ONESolution Mobile, Click2Gov, etc.) in the DMZ portion of the network. These requirements will change with future updates.

Edge/DMZ Server	Category	Requirement
	Operating System	<ul style="list-style-type: none"> Windows Server 2012 or Windows Server 2016, 64-bit only
	Processors	<ul style="list-style-type: none"> 2 Intel Xeon Cores or equivalent
	Memory	<ul style="list-style-type: none"> 4-16 GB of RAM: Depending on number of products and user load (Edge, Mobile, or both require 4 GB total)
	Network	<ul style="list-style-type: none"> 1 GB or faster network
	Storage	<ul style="list-style-type: none"> 70 GB free space
	Software	<ul style="list-style-type: none"> .Net 4.5.1 PowerShell 4.0

Network Requirements

There is a substantial amount of communication between the application servers and the database server, as well as between the application servers themselves. In addition to that, the communication between the end users and the servers can be substantial. To avoid network bottlenecks, we require at least a 1 GB network.

Commonly Used Network Ports

The following table displays the commonly used network ports for several different servers.

Note: All servers and workstations generally need outbound Internet access on 80 and 443 for validation of certification revocation, online help, etc.

Server	Incoming	Outgoing
SQL Server	1433 or Dynamic Ports depending on configuration	
SecureLink®	Internet->DMZ: TCP 443	
DMZ	Internet->DMZ: TCP 80 & 443	DMZ-Inside: TCP 80, 443, 8101 and 8102
SPSOne	TCP 8101, 8102 and 8103	TCP 8101, 8102, 8103 and SQL
App Server	TCP 80, 443, 8101, 8102 and 8103	TCP 8101, 8102, 8103, SQL and IMAP/SMTP
Job Server	TCP 22 or 23 (Finance), 80, 443, 445 (SMB), 8101, 8102, 8103, 8080 (OMB)	TCP 8101, 8102, 8103, SQL, 515 (LPR) and SMTP
Analytics	TCP 80, 443, 8101, 8102 and 8103	SQL and SMTP (C2G)

Deployment Scenarios

The following section describes server deployment issues related to software performance and stability.

Performance Note: Single Server Deployment

While a single server deployment may sound appealing from a centralized management perspective, it is discouraged because it does not typically produce a scalable and fault tolerant environment for the software.

Virtual Machines

Virtual machine usage is an important factor on most client networks. While this technology offers a long list of advantages, virtual machines also come with some limitations. One limitation is the impact on shared physical resources. The more virtual servers sharing memory and processing power, the more that resource is divided and shared during processing. You must carefully monitor your VMs to maintain software performance and stability.

User Load

One of the challenges you face when estimating the amount of system resources required to meet your user's needs is understanding the types of users accessing the system. For example, a data entry clerk typically uses more system resources than a user who only performs approvals and light reporting. Carefully consider the types of users on your system when estimating user load.

Performance Note: Test vs. Production

It seems logical that a test system will only require minimal system resources, while the production system will take a larger allocation. However, the flaw in this thinking is the demand for software training. While implementing the software, either leading up to initial "go live" date or later when a new aspect of the software is implemented, users will gather for training. Unlike typical usage, when user input is sporadic and balanced, training sessions consist of concentrated bursts of users accessing the same area of the software at the same time. Training has a significant impact on data entry screens, Workflow, and job processing across the system. While this increase in processing demands is temporary, an insufficiently sized test environment can create a negative perception of the software and negatively impact the training experience.

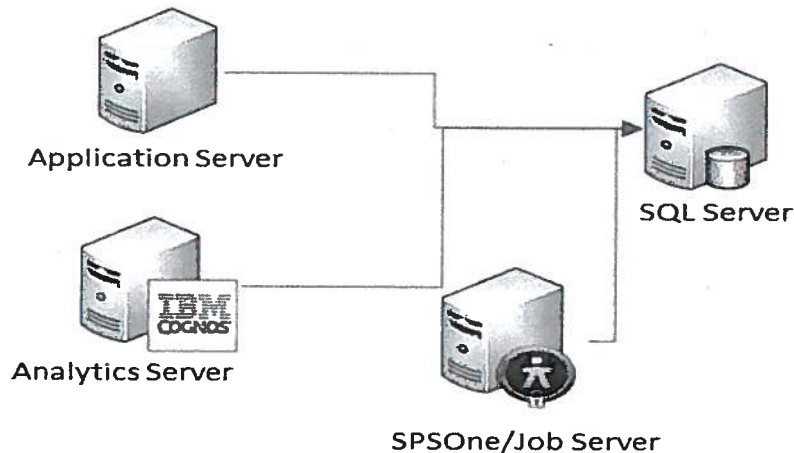
We strongly recommend test environments are similar in size to the production environments during the implementation and training phases.

Architectural Configuration Diagrams

The following diagrams display the recommended configuration for several different implementation scenarios.

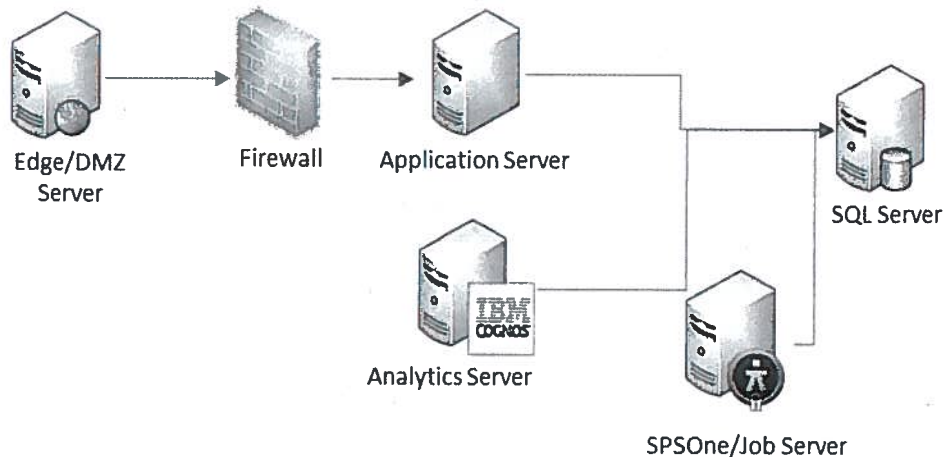
Minimum Required Configuration

The minimum required configuration, shown below, is designed to support up to 140 concurrent users. This configuration does not include an Edge/DMZ server, and the application servers are not load balanced.



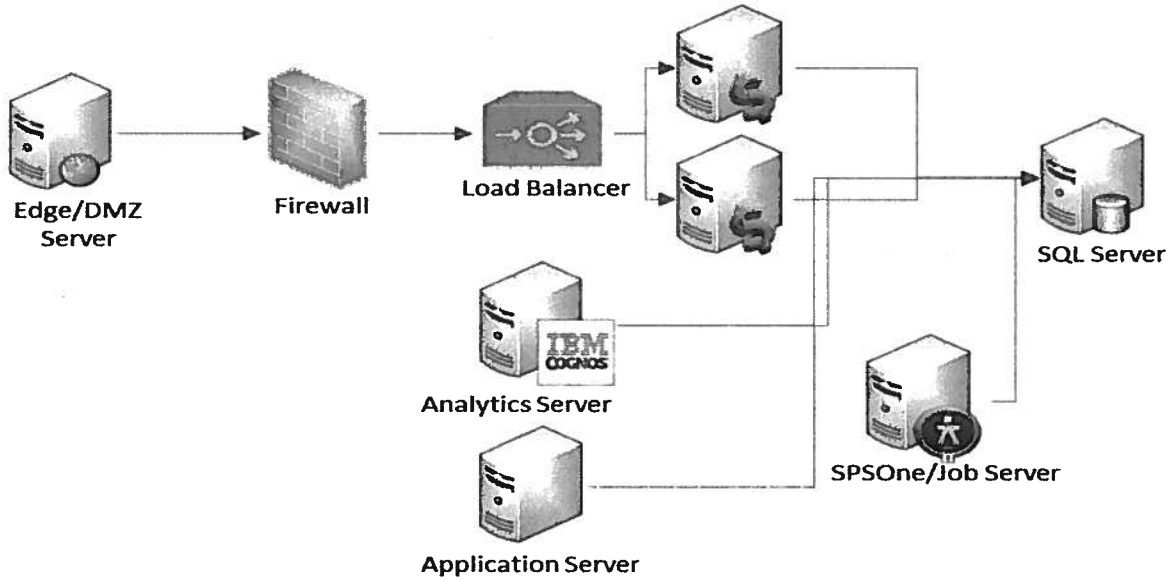
Minimum Required Configuration with Edge/DMZ Server

The configuration shown below is basically the same as the minimum configuration with the addition of the Edge/DMZ server. It is important to note that some additional set up may be required for the Edge/DMZ server to correctly communicate with the back-end Application Servers (such as opening the ports listed in the Network Requirements section of this document).



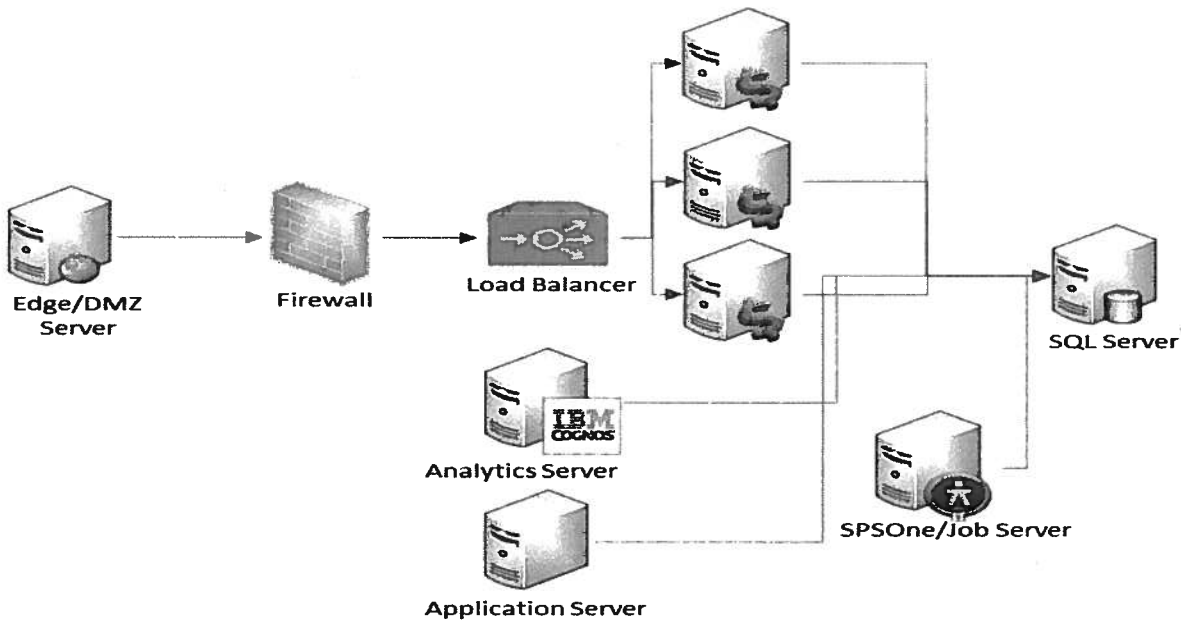
Minimum Recommended Configuration

The minimum recommended configuration shown below, has at least two Finance Application Servers to allow for better fault tolerance and redundancy of the high traffic application servers.



Larger Recommended Configuration

The configuration shown below supports more than 140 concurrent users, but larger sites will want to factor in more servers based on their individual needs. As demand increases, the number of application servers can easily be increased and added to the Load Balancing configuration without interrupting client usage.



General Notes

1. All LAN connections, both server and workstation, should be 1 GB/sec or faster and in a switched environment. Any WAN connections should be evaluated regarding concurrent usage and latency. Please contact a Superion Solutions Architect to discuss any WAN implementations.
2. Superion recommends creating a separate partition (such as d:\ drive) to install the Superion Apps.
3. Hard drives hosting the Superion applications and the requisite databases should be based on SAS or Fiber Channel technology. Superion does not recommend the use of SATA drives with production infrastructures due to the low I/O performance inherent to SATA technology.
4. The storage subsystem will vary in size and design relative to a customer's size, the applications being installed, and any data to be converted. A Superion Solutions Architect will work with your IT staff to determine the final drive layout and RAID groups necessary to support our applications.
5. An Application Server is configured for up to 140 concurrent users. An additional Application Server is required for each additional 140 users. A hardware load balancer, such as F5, is recommended for clients that want load balancing between two or more Application Servers.
6. Microsoft SQL Server is the only database software supported for Superion applications. Due to the Microsoft licensing requirements, SQL must be licensed on a per core basis to be compliant with our application model. ONESolution requires a named instance.
7. The ONESolution client is only supported on workstations running the business class versions of Windows. The Home or RT versions of Windows are not supported.
8. The specifications in this document are for physical servers or virtual machines dedicated to the Superion applications. Superion does not recommend installing anything other than the supported system software on servers/VMs running our applications.
9. The specifications listed in this document are recommendations based on average customer experiences and load testing. Tuning of the hardware and software may require additional hardware resources for best performance in your specific environment.

EXHIBIT 7
Scope of Work

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1. Executive Summary

1.1.Introduction

This document is the Statement of Work (SOW) for the implementation of Financial, Human Resources, and Payroll Information Management software and related services only with respect to the Solution software expressly identified in the Order (the “Agreement”) for the **City of Garden Grove, CA** (the “Customer”). Superion will provide implementation services identified in the Agreement as further described in this SOW to assist the Customer in implementing the ONESolution Software solution. The SOW is an attachment incorporated as part of the Agreement signed by Superion and the Customer, and all actions directed herein shall be performed in accordance with the aforementioned Agreement.

The SOW is intended to document the project scope, methodology, roles and responsibilities, assumptions, expectations, implementation activities, milestones and deliverables.

1.2.Project Criteria for Success

- 1) Replace Customer’s legacy Finance, Human Resources and Payroll systems and off-system tools with a single modern system that promotes the exchange and extraction of information.
- 2) Reduce the need for redundant data processes through integrated systems, utilizing one point of data entry for all information.
- 3) Be able to accurately and quickly determine and report on critical financial information across the entire Customer including how much the Customer owes, how much it is owed, and how much it currently has (enhanced cash flow reporting).
- 4) Use the opportunity the project presents to re-think and improve existing Customer business processes.
- 5) Maintain an organized, thoughtful, and planned approach to the implementation project that best takes advantage of existing staff resources and allows the Customer the best chance for long term success.
- 6) Access Payroll and Human Resources data from a seamless system that also integrates with the financial data base.
- 7) Enable and promote sharing information cross-functionally.
- 8) Improve employee’s access to their own information.
- 9) Utilize workflow to automate notifications, approvals, and other tasks.
- 10) Provide a platform for future improvements, to support increasing volumes of growth in the customer’s and associated services.

1.3.Customer Goals

- 1) Develop a standard project management methodology and delivery infrastructure.
- 2) Re-engineer and optimize business processes and system configuration to improve efficiency.
- 3) Implement all software modules within the agreed upon schedule and budget with acceptance procedures satisfied in writing.

- 4) Complete a knowledge transfer process that will establish the necessary skills and proficiency needed for the Customer to support the system after implementation.
- 5) Support the migration from the as-is to rapid adoption and proficient use of the to-be business processes and supporting software.

2. Scope Overview

The purpose of this project is to replace the Customer's current Financial, Human Resource and Payroll applications with a new completely integrated solution and to improve the Customer's existing administrative processes to take advantage of industry best practices that best leverage the ONESolution application. The project scope is comprised of the Software and Services identified in the Agreement as further described throughout this SOW.

2.1.Component Unit Scope

ONESolution Finance

- General Ledger
- Job/Project Accounting Ledger
- Project Allocation
- Budgeting
- Accounts Payable
- Cash Receipts
- Bank Reconciliation
- Purchasing
- PunchOut
- Stores Inventory (Warehouse)
- Fixed Assets
- Accounts Receivable
- Grants Management
- Contract Management
- Easy Laser Forms
- Documents Online

ONESolution Foundation

- Workspace
- Workflow

ONESolution Human Resources/Payroll

- Human Resources
- Payroll
- Position Budgeting
- Employee Online
- Professional Development
- Personnel Actions

ONESolution Core

- Superion Analytics

ONESolution eGovernment

- Click2Gov Accounts Receivable
- Click2Gov Vendor Management

Additional ONESolution Applications

- CAFR Constructor
- Budget Book Builder
- CryWolf False Alarm Solution

Third-Party Applications

- BMI AssetTrak Fixed Assets
- BMI Collect-IT Inventory Solutions
- TimeClock Plus

2.2.Organizational Scope and Phases

All Customer departments and organizations will be part of the scope of the system as the ONESolution software will impact all employees.

The Preliminary Implementation phasing is as outlined below. During project planning, Superion and the Customer will build the actual project plan and schedule which will then be updated and maintained jointly by the respective Superion and Customer Project Manager throughout the project.

The key phases are as follows:

Customer and Superion agree that Phase I and Phase II will not overlap. The current plan is to have Phase II start after the go live for Phase I.

- Phase I – Finance: Go live is estimated to occur 12-15 months from the Effective Date
- Phase II – Human Resources and Payroll: Go live is estimated to occur 27-30 months from the Effective Date

2.3. Training and Configuration Scope

Superion includes the following baseline consulting and training in the scope of this project. The following standard areas for the Financials and HR/PY phases of the project will be covered as part of the consulting and training. Topics and agenda's may be adjusted during the implementation based on needs assessment and agreement between the Customer and the Superion Project Manager. The majority of consulting and training will be conducted onsite, but remote sessions will be included throughout the project. See section 3 in this SOW for our overall approach to consulting and training.

GLCF01	General Ledger Overview and Chart Design
GLCF02	General Ledger Structure Design
GLCF03	General Ledger Structure Setup (Remote Configuration by Consultant)
GLCF04	Core Financial System Overview, Needs Analysis and Initial Design
GLCF05	General Ledger Training - Chart of Accounts Maintenance, Journal Entries, Recurring Calculations and Budget Entries
CFGM001	Grants/Contracts Management – Needs analysis, System Setup and Configuration
GLCF06	Core Financial Setup and Testing (Remote Configuration by Consultant)
GLCF07	Core Financial Training - Purchasing, Accounts Payable, Bank Management and Fixed Assets
GLCF08	General Ledger Training - Advanced Budget Entries, Journal Entries, Reconciliation, Utilities
GLCF09	Core Financial Training - Accounts Receivable and Cash Receipts
CFGM02	Grants/Contracts Management Training
GLCF10	Core Financial Training - Advanced Processing - Purchasing, Accounts Payable, Bank Management, and Fixed Assets
GLCF11	Core Financial Training - Advanced Topics: Maintenance and Utilities
GLCF12	Gap Analysis, Data Mapping, Data Conversion, and Comparison Testing
GLCF13	Final Review of Client Workstation Preparedness
GLCF14	Parallel and Process Testing (Budget Checking, Encumbrances, Clear Out Scripts, Utilities)
GLCF15	Go-Live Preparation and System Handoff
GLCF16	Go-Live Support

GLCF17	Post Live Support
GLCF18	Calendar Year End Training
GLCF19	Fiscal Year End Training
BUD01	Annual Budget Development
HRPY01	Human Resources & Payroll - Needs Analysis & Configuration Setup
HRPY02	Human Resources & Payroll - Needs Analysis, System Setup and Configuration Decisions
HRPY03	Human Resources & Payroll - Comparison Testing, Data Conversions
HRPY04	Human Resources & Payroll - Time and Attendance Planning and Comparison Testing
HRPY05	Human Resources & Payroll - Gap Analysis, Data Mapping and Comparison Testing
HRPY06	Human Resources & Payroll - Employee Management Training
HRPY07	Human Resources & Payroll - Payroll Processing and Comparison Testing Training
HRPY08	Human Resources & Payroll - Gap Analysis, Data Conversions and System Configuration
HRPY09-10	Human Resources & Payroll - Employee Personnel, Payroll Management and Payroll Process
HRPY11	Human Resources & Payroll - Employee Personnel, Payroll Management and Payroll Process
HRPY12	Go-Live Preparation and System Handoff
HRPY13-14	Go-Live Support
EO01	Employee Online - Overview
EO02	Employee Online - Configuration
EO03	Employee Online - Benefits Configuration
EO04	Employee Online - Benefits Configuration & Training
EO05	Employee Online - Open Enrollment Configuration
EO06-08	Employee Online - Configuration Cont.
EO09	Employee Online - Advanced Configuration
EO10-12	Employee Online - Go Live Prep
HRPYPD01	Professional Development - Overview
HRPYPD02-03	Professional Development - Configuration
HRPYPD04-05	Professional Development - Testing
HRPYPD06	Professional Development Training - Web
HRPYPD07	Professional Development Training - Application
HRPYPD08	Professional Development Training - Security & Go-Live Prep
PB01	Position Budgeting - Overview
PB02	Position Budgeting - Initial Testing & Configuration
PB03	Position Budgeting - Initial Configuration
PB04	Position Budgeting - Overview
PB05-07	Position Budgeting - Configuration
PB08	Position Budgeting - Process Review & Verify Calculations
PB09	Position Budgeting - Process Training Customer Specific Processes

PB10	Position Budgeting - Process Training Cont. Customer Specific Processes
PB11-13	Position Budgeting - Process Review - Troubleshooting/ Issue Resolution
PB14-15	Position Budgeting - Go Live Prep
PB16-17	Position Budgeting - Process Review - Post Live Support
PAF01	Personnel Action Forms - Configuration
PAF02	Personnel Action Forms - Overview
PAF03	Personnel Action Forms - Workflow Configuration
PAF04	Personnel Action Forms - Workflow
PAF05	Personnel Action Forms - Post Live
TOOLS01	Tools - SPSOne Security & Desktop Training
TOOLS02	Tools Overview and Needs Analysis
TOOLS05	Tools - Workflow Training
TOOLS06	Tools - SPSOne Security Follow-up
RPRT01	Reporting Overview and Needs Analysis
RPRT03	Cognos Report Training

2.4. Data Conversion Scope

Superion has included the following data conversion in this SOW. Superion and the Customer will work together to create cross-walk tables for the conversion of data from legacy system. During the project, further discussion and discovery will take place and the Customer may request that modifications to the data conversion services scope be performed by Superion. If the data conversion scope is requested to be modified by Customer, it will become the subject of a separately executed Change Order which will describe changes in scope of work and payment of fees due for such modified hours/pricing. If Customer decides to reduce the scope in one functional area and increase the scope in another functional area, then Superion will determine the net effect of the change before initiating a Change Order request. All Change Orders associated with data conversion will be based on the agreed upon hourly rate per Exhibit I.

Superion has included conversion services and pricing in the Agreement for the conversion services outlined below.

- Superion and the Customer will build a project plan that includes converting data four (4) times for Finance and HR/PY.
 - If more than four (4) conversions are required, the project schedule may be impacted and Superion and the Customer will mutually agree on an updated project schedule.
- Superion will convert agreed upon data four (4) times for Finance modules and four (4) times for the HR/PY modules:
 - One (1) initial Mapping Conversion to test the mapping of data. A smaller subset of data will be converted.
 - One (1) Interim Mapping Conversion to test the re-mapping of data.
 - One (1) additional conversion will be executed prior to Integration and parallel Testing.

- One (1) final conversion will be executed prior to and coordinated with scheduled Go-Live.
- Customer will work with Superion to validate data after each conversion and communicate test results within 3 weeks.
- Customer will sign off on all 4 conversion steps once testing is completed.

Functional Area	Data	System	Type/Quantity	Tool
In Scope Conversions				
General Ledger	Account Balances	Legacy	Active Accounts – monthly balances for the prior 2 fiscal years	Superion’s Standard Import
General Ledger	Detail transactions	Legacy	For the current fiscal year at time of go-live	Superion’s Standard Import
General Ledger	Annual budgets	Legacy	Adopted and amended totals for the past 2 fiscal years	Superion’s Standard Import
General Ledger	Budget detail transactions	Legacy	For the current fiscal year at time of go-live	Superion’s Standard Import
Projects	Detail transactions	NA	For the current fiscal year at time of go-live	Superion’s Standard Import
Projects	Monthly totals	NA	Inception to date	Superion’s Standard Import
Purchasing / Accounts Payable	Vendors	Legacy	Active vendors at the time of go-live	Superion’s Standard Import
Purchasing	Purchase Orders	Legacy	All open purchase orders at the time of go-live	Superion’s Standard Import
Fixed Assets (Capital / Controllable Assets)	Assets (Details)	Legacy	Active / Retired assets at the time of go-live	Customer’s choice of Superion’s Standard Import or Custom Delimited Data File Import (SYUTLF)
Bank Reconciliation / Accounts Payable	Outstanding Check History	Legacy	All outstanding checks at time of go-live	Superion’s Standard Import
Accounts Payable	1099 checks	Legacy	All 1099 check activity for the current calendar year	Superion’s Standard Import

Accounts Receivable	Invoice details	Legacy	Outstanding receivables at the time of go-live	Superion's Standard Import
Customers	Account detail	Legacy	Active Customers at time of go-live	Superion's Standard Import
Inventory	Item Details	Legacy	All inventory items on master inventory list	Superion's Standard Import
Inventory	Transactional Issues and Adjustment History	Legacy	All inventory issues and adjustments for the current fiscal year at time of go-live	Superion's Standard Import
Human Resources / Accounts Receivable	Cobra Billing invoices (currently a shadow system in MS Excel, but invoice though PICK)	Legacy	This is mostly a MS Excel file, but the legacy system prints out periodic invoices	Superion's Standard Import

Functional Area	Data	System	Type/Quantity	Comments
In Scope Conversions				
Human Resources	Employee personnel data including pay assignments, employee tracking info contained in the HR Data Conversion Guide	Legacy	All employee records in the current system – active and retiree information	Superion's Standard Import** Any historical data rolled will require the corresponding configuration tables rolled as well, for example job/position tables, salary tables, etc. Crosswalk tables will need to be developed.
Human Resources	Personal Actions	Legacy	Two calendar years or the oldest applicable MOU for employee personnel action history, including employee master and employee pay assignments	Superion's Standard Import
Human Resources	Employees' leave balances	Legacy	All accrued leave balances at time of go-live	Superion's Standard Import
Payroll	Payroll History, pay assignments, and EFT information contained in the HR Data Conversion Guide	Legacy	5 Years of History for W-2s and detailed payroll transactions in the current calendar and fiscal year	Superion's Standard Import
Payroll	Outstanding Payroll Check	Legacy	All outstanding checks at the time of go-live	Superion's Standard Import

2.5. Interface Scope

The Interfaces identified in the Agreement are as further described below. The interfaces included in this SOW were identified by Superion based on the RFP and discovery. During the project, further discussion and discovery will take place and the Customer may request that modifications to the interface services scope be performed by Superion. If the interface scope is requested to be modified by Customer, it will become the subject of a separately executed Change Order (Appendix 6) which will describe changes in scope of work and payment of fees due for such modified hours/pricing. If the scope change is the result of adding and deleting interfaces, then Superion will determine the net effect of the change before initiating a Change Order request. All Change Orders associated with interfaces will be based on the agreed upon hourly rate per Exhibit I.

The interfaces identified in the Agreement will be developed and or configured using the processes identified in this SOW. Following is a description of the interfaces to be provided.

Assumptions:

- Superion is not responsible for the applicable third party software, third party hardware or third party system software costs which may be required for the development of the interfaces described. The Customer is responsible for any necessary communications with third party vendors if necessary to accomplish the Interface scope in this SOW.
- Additional requests and changes to the scope of the below interfaces will require a change order (see Section 9.3 of this SOW) and may incur additional charges. Changes include any additional requirements including building integration via API and Web Services (if not already listed as the interface method.)
- Interface list starts on next page

ID #	Application/Required Interface	Use of System	Type/Frequency of Interface	Expected Interface	Import /Export	Interface Method	Phase
1)	TimeClock Plus	Time Keeping	As Needed	Load Employee Timecards into the ONESolution timecard table – See below for further description	Import	Web Services	2
2)	NeoGov	Recruitment	As Needed	New Hire Interface	Import	Standard interface is with NeoGov	2
3)	In House Payroll system	Payroll	As Needed	Temporary integration to post payroll transactions to the ONESolution General Ledger. Integration will not be required once ONESolution Payroll is live.	Import	Standard Upload File	1
4)	AssetWorks	Fleet Management and Vehicle asset tracking	Periodic / Monthly	Fleet Asset information; need custom report to compare cost maintenance in AssetWorks to book value; use PO integration to create FA record in OS;	Import	Web API	1
5)	In House Water / Sewer Billing System	Utility Billing	As Needed	Cash Receipts import daily; AR import daily	Import	Standard Upload File or Web API	1
6)	In House Recreation System	Class registration and Facility reservation	As Needed	Cash Receipts import daily; AR import daily	Import	Standard Upload File or Web API	1
7)	In House Cashier System	Counter Payment Processing	Frequently In House Cashier – to – Superior Cashier	Cash Receipts import daily; Customers import daily GL account, description, amount and date.	Import and Export	Web API	1
8)	In House Code Enforcement System	Code Enforcement Invoicing and	As Needed	Cash Receipts import daily; AR import daily,	Import	Standard Upload File or Web API	1

		Chase Management		Customers import daily			
9)	In House Business Tax System	Manage Business Tax Records, Permits, Payments	As Needed	Cash Receipts import daily; AR import daily	Import	Standard Upload File or Web API	1
10	Permit City	Building Permits Application	As Needed	Cash Receipts import daily	Import	Standard Upload File or Web API	1
11	OpenGov	Financial Transparency Portal	Standard	Financial Data Integration	Export	Standard	1
12	AT&T Monthly Invoice	Monthly import into A/P	As Needed	Utility bills monthly	Import	Standard Upload File	1
13	Positive Pay	Create as needed, positive pay export for bank	As Needed	Paid checks	Export	Standard Upload File	1
14	Telestaff	Fire Department scheduling that interfaces with timesheets	Bi-weekly	Timecards	Import	Web API	2
15	In House Work Order	Work Order to create a PR	As Needed	Bringing in Vendor, Parts, etc. to generate a Purchase Request	Import	Standard Upload File or Web API	1

TimeClock PLUS (TCP)

Superion has standard integration with TimeClock PLUS inclusive of the following features and requirements:

- The timecard import supports the import of timecard activity to the ONESolution timecard tables
- Reports and notifications can be created/run against the imported data
- Once timecards are confirmed they are distributed and folded into the payroll calculation process
- This integration from ONESolution returns the following information to TCP in real time:
 - Employee ID, First Name, Last Name, email address department and calendar.
 - Employee ID, job title, department, supervisor ID, record type. For each job the allowed hours are also provided grouped by hour type (Leave, Regular, OT and OT2)
 - The Position ID, the Position Description (POSLONG), PCN, PCN Description (LONGDESC), and the hours associated with the Position
 - Employee leave transactions
 - The types of Leave possible and the Hours that affect those Leaves

- ONESolution and TCP will maintain real time accrual balances, hour, and project codes.
- This service returns timecard records that have created with this API. This can be run for all employees or for a single employee. In addition to the information inserted when the record was created, the date and time of the insertion will be returned.

NeoGov

Superion has standard integration with NeoGov, which includes the following features and requirements:

- Superion's integration will allow Customer to load vital Applicant Information to the ONESolution HR Applicant.
- The utility imports using a csv file.
- Reports and notifications can be created/run against the imported data.
- Once an applicant is designated a new hire, data automatically moves to Employee screens in HR and Payroll.
- The utility is configurable by creating field mappings which indicate the source table and field with a cross walk.
- The utility can be run On Demand or be Automated.

2.6. Modifications & Enhancement Scope

Open ID & LDAP compatibility is currently a feature on the ONESolution Roadmap for rollout by end of October 2018. Superion acknowledges that the ability to use Open ID to connect and provide multiple authentication using LDAP is an important feature that the Customer will require as a system customization in the scope for this project. As such, Superion has committed to having this feature available for Customer, with its successful test an included feature requirement of payment Milestone

2.7. Reporting Scope

Standard reports and associated report development training are provided as part of this Scope of Work. Superion has included 900 hours in this agreement for building reports or adjusting standard reports for the Customer. See requirements and notes below.

Superion has included the work necessary to complete the Customer's CAFR and Budget Book as outlined in Appendix 2. Superion will use Cognos CDM and our CAFR Constructor tool to create all the technical components necessary for the Customer to produce its CAFR. Customer will supply the necessary narrative components to complete the CAFR. Appendix 2 outlines the CAFR schedules Superion will assist the Customer in producing.

Superion will utilize Cognos Analytics for creating reports in ONESolution. Superion will make the CDD reporting tools and a library of existing CDD reports available to the Customer, but will not support the product as it is being phased out.

Assumptions:

- Customer and Superion will create the report scope spreadsheet which will identify and prioritize the required reports.

- Superion utilizes the following rules when scoping report hours identified while creating the reporting plan:
 - **Simple** – list report with basic calculations and formatting. Report templates can be utilized for the majority of development. Typically, one query handles the report information. Can be prompted and filtered. *Est. 8 hours*
 - **Medium** – report containing more advanced calculations and formatting. May need more than one report query to retrieve the data, master-detail relationships may be needed. Typically includes several prompts. *Est. 16 hours*
 - **Complex** – highly formatted report which may contain more than one list or report object and multiple developed pages, contains complex calculations such as running balance, may have conditional formatting and multiple levels of summarization. Financial Statements typically fall under this category. *Est. 32 hours*
- Superion will train Customer on how to create new reports or modify existing reports.
- Superion has included hours to train Customer on how to create new reports or modify existing reports.
- The Customer can add additional hours outside of the Agreement which will become the subject of a separately executed Change Order describing additional scope of work and payment of fees due for such additional hours/pricing. All Change Orders associated with report development and training will be based on the agreed upon hourly rate per Exhibit I.

2.8. Workflow Scope

Standard workflow Models and associated Workflow Model training and assistance described below will be provided and included under this Scope of Work. During the project further discussion and discovery will take place by Superion and the Customer to mutually determine if additional workflows are to be completed by Superion which will become the subject of a separately executed Change Order which will describe additional scope of work and payment of fees due for such additional hours/pricing. If Customer decides to reduce the workflow scope in one functional area and increase the workflow scope in another functional area, then Superion will determine the net effect of the change before determining if a Change Order request is required. All Change Orders associated with workflows will be based on the agreed upon hourly rate per Exhibit I.

The standard workflows include the following and will be configured to meet the Customer's business process including requirements that may be different between departments:

Superion has included 450 additional hours for yet-to-be identified Workflow requirements. These hours are for Workflow models outside of the standard models listed in this SOW. The 450 hours will be billed as incurred.

Standard Workflow Models

Financial Workflows

Model	Approvals
PR APPROVAL	Superion will build one Purchase Request model for the Customer under this agreement. Model can be built to use standard PO generated PDF to be emailed or mailed to Vendors.
PO Change Orders	Superion will build one Purchase Order Amendment Request model for the Customer under this agreement, including notification to the vendor that PO Amendment has been approved.
AP APPROVAL	Superion will build one Accounts Payable invoice processing model for the Customer under this agreement.
AP CHECKS/PAYMENTS	Superion will build an AP Check approval model for the Customer under this agreement. The model will include routing for urgent invoice payments and a routing for regular invoice payments which includes the generation/distribution of a custom warrant report.
JE approvals and auto-distribution	Superion will build a Journal Entry approval model for the Customer under this agreement. The model will have auto distribution to the General Ledger.
BU adjustment approvals and auto-distribution	Superion will build a Budget Adjustment model for the Customer under this agreement. The model will have auto distribution to the General Ledger.
Accounts Receivable	Superion will build an Accounts Receivable invoice processing module for the Customer under this agreement.
CASH Receipts	Superion will build a Cash Receipts approval model for the Customer under this agreement.
Approval Notification Model	A nightly notification model will be built for the Customer under this agreement. The model will notify approvers if they have pending approvals in their queue.
CM Approval (status)	Superion will build one Contract Management Approval (status) model for the Customer under this agreement. The model should include the entire process from initiation through finalization of a contract.
CM Amendment	Superion will build one Contract Management Amendment model for the Customer under this agreement.

Payroll and Human Resource Workflow Models

Model	Description
New Hire	Superion will build one New Hire notification model for the Customer under this agreement. This is a notification workflow with no approvals. When a new employee ID is created, it will notify IT to set up an e-mail account for the employee and also notify Payroll that a new person has started.
Onboarding / New Hires	Superion will build one Onboarding model for the Customer under this agreement. The employee is hired and HR will create the employee in the system. When the hire date is entered/saved, it will trigger a workflow, which will send out notifications to staff. The system can also automatically create probation and review dates. The system can also send out letters to the employee (welcome letter with orientation date, benefits sign-up info, etc.). The employee can then go online to Employee Online and sign up for benefits, tax elections, direct deposits, etc.
Offboarding / Termination	Superion will build one Offboarding model for the Customer under this agreement. HR will go into the employee's screen and enter a termination date. This will trigger a workflow that will notify all necessary parties. The workflow can also send out letters to the employee (with exit interview date, when they will receive last pay check, etc.) and to benefits providers (COBRA, etc.). Once all workflow approvals have been completed, the system will stop the employee's deductions automatically based upon the employee's end date.
License/Certification	Superion will build one License/Certification notification model for the Customer under this agreement. This is a notification workflow with no approvals. The model will reference the expiration date of the license/certification and notify the employee if their license or certification is about to expire.
Termination	Superion will build one Termination model for the Customer under this agreement. This workflow will let IT know to de-activate the email and other security of a person who is terminated. It will also notify the Payroll Section.
Personnel Action	

	Superion will build one Personnel Action model for the Customer under this agreement. The model will gather information from the Personnel Action Forms and move them forward to proper approvers before updating the database with those items. Examples include processing a new-hire, salary change, employee separation and employment status change. These six (6) workflow models are used for both approvals and employee updates.
Employee Online and Open Enrollment	Superion will build model(s) for Employee Online/Open Enrollment approvals for the Customer under this agreement. These models gather changes to an employee's record that were submitted within employee online. They allow the employee to submit the changes such as direct deposit change, personal information, emergency contact information, family information, reimbursement direct deposit and tax changes. The HR department then has the ability to approve these changes, and once approved, the change takes effect.

Additional Ad-Hoc Models (billed as incurred)

Model	Description
Performance Appraisal	Superion will build a Performance Appraisal model for the Customer under this agreement. The workflow model to notify supervisors of upcoming performance appraisals prior to appraisal due dates and to notify supervisors and HR after the review has been completed.
Leave Requests	TCP will build a Leave Request workflow model for the Customer under this agreement. The model will allow employees to submit leave requests in advance so that the employee can request time off before the actual pay period in which the leave occurs.
Timecard Approval	TCP will build a Timecard model for timecard approvals for the Customer under this agreement.
Flex Spending	Superion will build a workflow model for Flex Spending Requests for the Customer under this agreement. Superion will build a workflow for Flex Spending Requests. A special deduction code will be setup and each time money is deducted from an employee's paycheck, it will be accumulated in association with the deduction code. This will maintain the balance of the FSA account. A web form can be created for employees to request FSA claims. Once the web form is filled out and approved, it will reverse the deduction balance for the appropriate amount of the approved claim. The system will enable reporting and on-screen queries so employees and HR staff can easily view their FSA balances.
Payroll Checks	Superion will build a workflow model that for Payroll Checks for the

	Customer under this agreement. The model will allow for approvals and notifications prior to payroll processing. After checks are cut, it will also generate/distribute reports.
Project Cost Recovery	Superion will build a project cost recovery workflow model for the Customer under this agreement. The model will notify parties of cost recovery information (stored on a project number) and require approval once all costs have been entered, which will automatically close the project.
Inventory	Superion will build one Inventory Requisition model (for departments who order inventory from the warehouse) for the Customer under this agreement.
Vendor Approval	Superion will build a Vendor Approval model for the Customer under this agreement (in the event the Customer decentralizes the task of adding new vendors in the system). This task must be approved by Purchasing before they are valid to use.

2.9. Forms Scope

Superion has included the following Forms in this Scope of Work. Superion will provide standard form samples that the Customer will use to choose the necessary forms. Custom forms can be created by Superion, but additional hours would be required at Customer's expense.

Description
1 Purchase Order – Could be a report which outputs to PDF
1 Account Receivable: 1 Invoice and 1 Statement – Could be a report which outputs to PDF
1 Accounts Payable Check Easy Laser Form and EFT
1 Cash Receipt
1 Payroll Check Easy Laser Form and EFT
1099 and W2's – These are created as part of each calendar year end release.
1095-C/ 1094-C Forms – These are part of the standard Regulatory Application

Assumptions:

- Superion will create one version of each form to be reviewed by Customer. Changes will be made according to the Customer's input. If multiple versions of any one form are requested, additional charges will apply. All Change Orders associated with additional form charges will be based on the agreed upon hourly rate per Exhibit I.

2.10. Installation Services Scope

The installation services will include the following:

- Installation of (1) Test, (1) Production, and (1) Train environment of ONESolution to be completed.
 - Production environment may have up to 4 application servers
 - The Test, Train and additional environments will each have 1 application server
- Superion uses the following environment methodology as part of its implementation.
 - Phase 1 Finance – Initial installation is completed into 1 pre-production environment. All configuration, data conversion, core team training and testing is completed in this environment. Prior to end user training, a “training” environment is created and the data from Pre-Production is copied over. This second environment called “train” is used to train end users and as a sand box for users to learn. Prior to phase 1 final Go-Live, the Pre-Production environment is cleared of data and the final conversion is completed. Pre-Production is now considered “production.”
 - Phase 2 Human Resources/Payroll – All configuration, conversion, core training, and testing is completed in same production environment as phase 1. When Finance is live, Payroll transactions are never posted to the live production. Prior to end user training for phase 2, the data from production is copied to the train environment. The train environment is used to train end users and as a sand box for users to learn. Prior to final Go-Live the Pre-Production environment is cleared out of human resources and payroll data and the final conversion is completed. Pre-Production for Phase 2 is now considered “production.”
- Superion will create the (1) Test environment immediately after ONESolution is installed in the pre-production environment. Customer will be trained to perform a data refresh from pre-production as part of the System Administrative training.
- Installation of (1) Test, (1) Production and (1) Train Cognos environment to be completed.
- Superion will complete all installation remotely.
- System Administrative training comes standard with all ONESolution installations which will be scheduled and completed remotely.
- Superion will train Customer on how to perform a data refresh from Production to other environments as part of System Administrative training. This training will be scheduled for 2 hours, unless more time is needed by the Customer.

Assumptions:

- Superion and the Customer will mutually agree on the dates and schedule for the installation and other services.

- Procurement of the Hardware is the responsibility of the Customer. Customer will install all hardware components including the operating system at least 1 week prior to the scheduled ONESolution install.
- Application Server Load balancing and farm set up are the responsibility of the Customer.
- Hardware specifications are included in Exhibit 6.
- Customer will be using a VMware virtual environment for all servers.

2.11. Key Document Expectations

Appendix 1 defines the “Key Document Work Products” Superion or the Customer is expected to complete during the project.

2.12. Project Management Scope

Superion will provide Project Management as part of the scope for this project.

Superion’s Project Manager will be participating both onsite and remotely as dictated by the mutually agreed upon project plan and schedule. It is estimated that Superion’s Project Manager will spend an estimated 50% of their time onsite during the project. The onsite time is estimated to be 60-80 hours a month depending on the phase/stage of the project. Duties of both Superion and the Customer project managers are outlined in the Project Governance Section 4. It is assumed the Superion Project Manager will be assigned to the Customer for up to 32 months once project commences through the end of phase 2 and project close out.

Assumptions:

- Once go live is achieved and the project is closed out, Superion will assign a Customer Success Executive and Account Manager to support the Customer moving forward.

2.13. Business Process Review

Superion will provide Business Process Review (BPR) Services for the Customer under this SOW which should be completed at the beginning of the project. Superion will conduct these reviews for each phase and for each process identified by the Customer.

As part of the BPR, Superion consultants will review any existing business process documentation outlined in the Configuration Workbook which will be completed by the Customer or discuss current business processes with Customer staff. Superion's consultants will facilitate a discussion to review recommendations and options for use of ONESolution and how other Superion customers have made improvements to business process and utilized the ONESolution software. Additionally, Superion consultants will use government “best practices” in providing options to the Customer. Superion will document to-be business process decisions made by the Customer in a written deliverable organized by business process. It is expected that Superion consultants will utilize process maps/flow charts in documenting to-be processes.

The following are processes covered in Superion's BPR:

- **General Ledger**
 - Adding a new account
 - Journal entries
 - Accrual Journal Entries and Reversing Journal Entries
 - Attaching supporting documentation
 - Journal entry approvals
 - Month-end processing
 - Year-end processing
 - Importing journal entries
 - Recurring journal entries (e.g. amortization, OH allocation, etc.)
- **Purchasing & Requisitions**
 - Overall purchasing process (including change orders)
 - Vendor maintenance
 - Requisition entry
 - Attaching supporting documentation
 - Requisition approvals
 - Requisition conversion to PO
 - Receiving
 - Printing PO's
 - Rollover encumbrances
- **Accounts Payable**
 - Overall AP process
 - Requesting for check
 - Invoice entry
 - Two way and three way matching
 - Recurring invoices
 - Attaching supporting documentation
 - Invoice approvals
 - Check run processing
 - EFT processing
 - Positive pay process
 - Voiding checks
 - Retainage process
 - Check reconciliation
 - Warrant / Check register creation
 - Manual (Pre-issue) checks

- A/P Aging
 - Wage Garnishments
 - 1099 process
 - Overpayment thresholds
- Budget
 - Overall budget process
 - Developing and entering budgets
 - Budget approval process
 - Budget transfers and amendments
 - Budget transfer and amendments approvals
- Projects/Grants
 - Overall Project and Grant process
 - Creating projects and budgets
 - Reimbursing and indirect cost process
 - Invoicing funding agencies
 - Reporting for grantors
 - Grant application approval process to ensure matching funds are available and application is authorized prior to submission to granting agency.
- Contract Management
 - Overall contract process
 - Entering contracts
 - Attaching supporting documentation
 - Contract approvals
 - Monitoring milestones and performance metrics
 - Maintaining insurance information
- Inventory
 - Overall inventory process
 - Adding an inventory item
 - Requesting entry for pick tickets
 - Pick ticket process
 - Inventory receiving
 - Inventory counts
 - Automatic reordering process
- Capital Assets (> \$5k)
 - Overall capital assets process
 - Vehicles

- Furniture machinery and equipment
 - Infrastructure
 - Land
 - Buildings
- Adding a new asset
- Adjusting for transfers and retirements
- Depreciating an asset
- Disposing an asset
- Transferring CIP to assets
- Depreciation Schedule
- CIP and Asset Reporting
- Fixed Assets (< \$5k) which require tracking
 - Overall fixed asset tracking process
 - Customer to identify such asset categories
 - Adding a new asset
 - Adjusting for transfers and retirements
 - Disposing an asset
- Cash Management
 - Interest allocation
 - Premium and Discount amortization
 - Cash flow
 - Bank reconciliation
 - A/R Aging
 - Bank Reconciliation: Ref # entered by staff should match bank ref #
- Cash Receipts
 - Overall CR process
 - Cash Receipts Entry
 - Printing Receipts
 - Cash Receipt Approvals
 - Overpayments/Refunds
 - Cash Drawer Balancing
 - Deposits
- Accounts Receivable
 - Overall AR process
 - Adding a new customer
 - Invoice Entry

- Recurring Invoices
 - Invoice Approvals
 - Customer Late Fees/Interest/Grace Periods
 - Collections
 - AR Aging
- **HR Administration**
 - Overall salary & benefit projection process
 - Projecting pay types
 - Projecting job class
 - Projecting salary tables
 - Projecting position control
 - Employee master maintenance
 - Projecting employee deductions/benefits
 - Projecting contract increases
 - Projecting step increases
- **Payroll Processing**
 - Overall payroll process
 - Bringing over time information from Kronos
 - Voiding payroll
 - Adjusting payroll
 - Preparing manual payroll checks
- **Training**
 - Maintaining employee certifications
 - Conducting employee evaluations
 - Managing training courses
 - Offering employee training
 - Developing training forecast reports
 - Creating training hours completed reports
- **Personnel Actions Processing**
 - Overall PAF process
 - Entering actions
 - Approving PAFs
- **Benefits Enrollment**
 - Overall benefits administration process
 - Enrolling benefits
 - Changing benefit plans

- Employee self service

2.14. Change Management

The Customer will create a Change Management Team (CMT) to carry out all change management activities.

Superion will be transparent and collaborate with the CMT throughout the project, including informing the CMT of any project decisions that will significantly impact the Customer's employees and departments. During end user training, Superion will work closely with the CMT to determine the best training methodology and content which will achieve the greatest level of employee acceptance.

2.15. Quality Assurance

The Customer will create a Quality Assurance Team (QAT) made up of Customer employees who are independent of the ERP project. Periodically, the QAT will conduct interviews with Superion personnel, Customer personnel and 3rd party consultants to determine the health of the project. The QAT will also review status reports, risk register, issues/tasks log, project timeline, project budget and other relevant project deliverables.

Superion will be transparent and collaborate with the QAT throughout the project, including informing the QAT of any risks that could impact the timeline, the budget, the resources and major business operations of the Customer.

2.16. 3rd Party Software and Services

The following 3rd party software and services providers are identified in the Agreement as further described in this SOW. Superion will coordinate all services provided by the these 3rd parties. The required services to implement the solution is included in the Superion agreement.

- TimeClock PLUS

3. Implementation Approach

3.1. Data Conversion Approach

Data conversion development is the joint responsibility of the Customer and Superion. Customer will be responsible for extracting and cleansing data from the legacy system. Superion and Customer will work together to accomplish importing the data conversion files received from the Customer into ONESolution using standard imports.

ONESolution contains standard utilities that support numerous data import and export requirements. In order to use these standard features, data must be presented in a supported format such as, CSV or Microsoft Excel. If specific formatting needs, scope, and complexity go beyond the standard format, Superion will work with Customer to provide design considerations and level of effort estimates for additional Customer expense.

When Superion is engaged to convert data using Superion standard file upload utilities, the process flows as outlined:

Task	Superion Role	Customer Role
1. Validate the Scope – Use this SOW and the BPR/Discovery to confirm the scope of the data conversion requirements	Provide input on scope and advise Customer on best practices related to converting data	Customer to provide input and requirements for data conversion
2. Conduct a meeting or a discovery call between the Customer and the Consultant assigned to assist with the data conversion upload utility. During meeting/call, specifics of the task are discussed so that both parties have a full understanding.	Lead Task	Participate in discovery and make decisions
3. Superion to provide file upload template to the Customer	Provide input and answer questions if necessary	None
4. Superion and Customer will work to complete the mapping of the fields for the Superion upload template	Lead mapping for upload template	Provide input and answer questions if necessary
5. Customer reviews and approves mapping	Revise mapping as necessary	Review mapping and provide feedback
6. Complete the mapping spreadsheet and provide data from legacy system	Assist in mapping	Provide data from Legacy system in Superion required formats
7. Run the file upload utility and train the Customer staff through the process for running program	Deliver file upload utility and train Customer staff on program	Provide Customer staff to be trained on program
8. Tests results and reports any discrepancies	Supports the Customer in running utility programs.	Test program
9. Adjust file upload mapping	Support the Customer in revising the	Adjust mapping template

	mapping template	
10. Steps 8 and 9 are repeated until sign off in step 11.	-	-
11. Customer signs off on completion	None	Sign Off

Assumptions:

The Customer is responsible for the following:

- Data extraction from the legacy system and populating Superion standard template format
- Data cleansing (i.e.: delete duplicates, correcting typos, filling in missing information, etc.)
- Creating crosswalk from legacy chart of accounts to Superion chart of accounts.
- Providing data in Superion's required format, such as CSV or Microsoft Excel
- Data validation once it is converted into ONESolution

3.2. Interface Approach

Interface development is the joint responsibility of the Customer and Superion. Customer will be responsible for interface development work to/from existing legacy systems. Superion will be responsible for interface development work to/from the ONESolution system.

ONESolution contains standard utilities for some modules that support numerous data import and export requirements. In order to use these standard features, data must be presented in a supported format such as, CSV or Microsoft Excel. If specific formatting needs, scope, and complexity go beyond the standard format, Superion will work with Customer to provide design considerations and level of effort estimates for additional Customer expense.

When Superion is engaged to create interfaces using Superion standard import/ export utilities, the process flows as outlined:

Task	Superion Role	Customer Role
1. Validate the Scope – Use this SOW and the BPR/Discovery to review the scope of the data conversion requirements	Provide input on scope and advise Customer on best practices related to interfacing data	Customer to provide input and requirements for interface including data file layout specifications and 2 existing file samples.
2. Conduct a meeting or a discovery call between the Customer and the Consultant or Developer assigned to assist with the import/export utility. During meeting/ call, specifics of the task are discussed so that both parties have a full understanding.	Lead Task	Participate in discovery and make decisions

3. Superion to provide file import/export template to the Customer	Provide input and answer questions if necessary	None
4. Superion and Customer will work to complete the mapping of the fields for the Superion import/export template	Lead mapping for import/export template	Provide input and answer questions if necessary
5. Customer reviews and approves mapping	Revise mapping as necessary	Review mapping and provide feedback
6. Complete the mapping spreadsheet and, if an import, provide data from legacy system	Assist in mapping	If an import provide data from 3 rd party system in Superion required formats
7. Run the import/export utility and train the Customer staff through the process for running program	Deliver import/export utility and train Customer staff on program	Provide Customer staff to be trained on program
8. Tests results and reports any discrepancies	Supports the Customer in running utility programs.	Test program
9. Adjust import/export mapping.	Support the Customer in revising the mapping template	Adjust mapping template
10. Steps 8 and 9 are repeated until sign off in step 11.	-	-
11. Customer signs off on completion	None	Sign Off

When Superion is engaged to write an interface program, the process flows as outlined:

Task	Superion Role	Customer Role
1. Validate the Scope – Use this SOW and the BPR/Discovery to review the scope of the data conversion requirements	Provide input on scope and advise Customer on best practices related to interfaces	Customer to provide input and requirements for interface including data file layout specifications

		and 2 existing file samples.
2. Discovery between the Customer and the Developer assigned to write the interface. Specifics of the interface are detailed so that both parties have a full understanding.	Lead Task	Participate in discovery and make decisions
3. Specifications are created by the Interface Developer and sent to the Customer	Create specifications	Provide input and answer questions if necessary
4. Customer reviews and signs specifications	Revise Specifications as necessary	Review Specifications and provide feedback; Sign specification
5. Developer creates interface and delivers to the Customer along with documentation of interface.	Create interface and deliver to the Customer	Provide SME to answer questions if necessary
6. Customer Staff tests results and reports any discrepancies	Answer any questions from Customer as testing is executed	Review interface, test results and provide feedback to Superion
7. Developer adjusts interface based on the Customer feedback and re-delivers along with updated interface documentation.	Revise interfaced report as necessary	None
8. Steps 6 and 7 are repeated until sign off in step 9.	-	-
9. Customer signs off on completion	None	Provide Sign Off

Assumptions:

- The Customer is responsible for providing expertise in:
 - Data validation of all data transferred into ONESolution and data transferred from ONESolution to another application
 - Data mapping
- The Customer is responsible for providing SMEs who are familiar with existing data structures in the legacy system to assist with the interface process
- Final determination of the interface method will be decided after analysis of the interface requirements
- In areas where upload utilities will be used, the Customer will extract the data from their 3rd party application and populate Superion standard template formats. Superion will train the Customer on using the templates and assist in automating, where applicable

- Superion has standard utilities for importing data
- Superion has the ability to export data through SQL, reports and custom interfaces

3.3. Reports Approach

When Superion is engaged to write reports, Superion and the Customer will use the following approach. Note that reports will be completed either by Superion consultants or by developers (referenced as Report Developer for the remainder of this section):

Task	Superion Role	Customer Role
1. Create Scoping Document	Support the Customer in creating Create scoping document	List all needed reports in the Report Scope Document See Report Scope DED
2. Discovery between The Customer and the Report Developer assigned to write the report. Each report is discussed and specifics of the report are detailed so that both parties have a full understanding.	Participate in discovery and make decisions	Document specifications
3. Specifications are created	Provide input	Develop specifications and send to Superion to review
4. Superion and Customer reviews and approve specifications	Review specifications and provide feedback as needed	Revise Specifications as necessary
5. Report Developer creates report and delivers to the Customer	Create report and deliver.	Provide SME to answer questions if necessary
6. Customer Staff tests results and reports any discrepancies	Answer any questions from Customer as testing is executed	Review and test report. Provide feedback to Superion
7. Superion Report Developer adjusts report based on the Customer feedback and re-delivers.	Revise Report (if necessary)	None
8. Steps 6 and 7 are repeated until sign off in step 9.		
9. Customer signs off on completion	Provide Sign Off Documentation to Customer	Customer to sign document

Assumptions:

- Superion standard reports may need additional configuration based on the Customer's specific Chart of Accounts and other set up
- Customer will provide written specifications for all reports Superion has agreed to develop

3.4. Workflow Approach

Workflow models are set and configured based on each customer's business practices. Superion will work closely with the Customer to create Workflow Models and to train Customer staff how to create, maintain, and use Workflow.

When Superion is engaged to develop Workflow Models, Superion and the Customer will use the following approach. Note that Workflow models will be completed either by Superion consultants or developers (referenced as Workflow Developer for the remainder of this section)

Task	Superion Role	Customer Role
1. Create Scoping Document	Support Customer to create scoping document	Refine Workflow and requirements
2. Create Workflow Flowcharts for each workflow model identified in the Scope Document	Assist with questions and provide feedback to ensure Customer is using best government practices	Create flowcharts for each model displaying flow of data through the approval process; note any specific items to be discussed with Superion for each model
3. Discovery between the Customer and the assigned Superion Workflow Developer. Each flowchart is discussed and specifics of the Workflow are detailed so that both parties have a full understanding.	Document workflow specifications	Participate in discovery meetings and make decisions
4. Specifications are created by the Workflow Developer and sent to Customer	Deliver specifications to Customer	Provide input and answer questions if necessary
5. The Customer reviews and signs specifications	Revise specifications as necessary	Review revised specifications and provide feedback; Sign specifications

6. Superion Workflow Developer creates Workflow and delivers to the Customer	Create workflow and deliver to Customer	Customer SMEs to answer questions if necessary
7. Customer staff tests results and reports any discrepancies	Answer any questions from Customer as testing is executed	Test workflow
8. Superion Workflow Developer adjusts Workflow based on Customer feedback and re-delivers.	Adjust workflow as necessary and redeliver	Customer to retest revised Workflow
9. Steps 7 and 8 are repeated until sign off in step 10.		
10. Customer signs off on completion	Provide Sign Off Documentation to Customer	Customer to Sign Document

Assumptions:

- Superion standard workflow models will need configuration based on the Customer specific business practices and requirements. With assistance from Superion, Customer will define the approval process and requirements for each model
- Customer will provide workflow flowcharts and written details for all workflow models as agreed upon with Superion

3.5. Forms Approach

When Superion is engaged to develop Easy Laser Forms, Superion and the Customer will use the following approach.

Note that Forms will be completed either by Superion consultants or by developers (referenced as Forms Developer for the remainder of this section). If a report (e.g. PDF, Superion Analytics powered by Cognos) is the desired result instead of ELF Form, see section 3.3 for the Report Approach.

Task	Superion Role	Customer Role
1. Review standard ELF Forms and select the specific forms that will be used	Provide standard ELF Forms	Select specific forms to be used.
2. Create Scoping Document	Support Customer to create scoping document	Discuss changes required to standard ELF Forms. Decide if there will be any Custom

		Modifications. Make a list of all changes per form.
3. Discovery between the Customer and the assigned Superior Forms Developer develop the forms. Specifics of the forms are detailed so that both parties have a full understanding.	Document forms specifications	Participate in discovery meetings and make decisions
4. Specifications are created by the Forms Developer and sent to Customer	Develop specifications and deliver to Customer	Provide input and answer questions if necessary
5. The Customer reviews and signs specifications.	Revise Specifications as necessary	Review revised Specifications and provide feedback; Sign specifications
6. Superior Form Developer creates Forms and delivers to the Customer.	Create forms and deliver to Customer	Customer SMEs to answer questions if necessary
7. Customer staff tests results and reports any discrepancies.	Answer any questions from Customer as testing is executed	Test forms
8. Superior Forms Developer adjusts Forms based on Customer feedback and re-delivers.	Adjust forms based on Customer feedback and redeliver to Customer	Customer re-test the forms
9. Steps 7 and 8 are repeated until sign off in step 10.		
10. Customer signs off on completion	Provide Sign Off Documentation to Customer	Customer to Sign Document

Assumptions:

- Customer will use one of Superior's standard formats which includes updating organization name, bank, logo, MICR and signature
- If Superior standard format does not meet the requirements of the Customer, the Customer will have the option to request a custom form. Additional cost may be incurred, depending on the degree of difficulty in creating a custom form
- Customer will supply organization, bank information and logo as necessary
- Customer will supply Customer signature(s) for checks
- Customer will test checks with bank

3.6. Consulting and Configuration Approach

Superion Consulting and Configuration are broadly defined by the below approach.

Task	Superion Role	Customer Role
Superion staff will lead and participate in all phases of the project to ensure the Customer can effectively use ONESolution.	Lead and participate in all phases of the project	Participate in all phases of the project
Superion will assess, via Business Process Review, the Customer's business practices and make recommendations in the best practice use of ONESolution. These recommendations will be used during configuration. See section 2.	Provide thorough business process review and make recommendations	Provide business requirements and describe current business processes and practices
Superion will set up and configure ONESolution.	Set up and configure system	Participate as necessary in set up and configuration
Superion will document the configuration decisions.	Document the configuration decisions	Participate and review documented configuration decisions

Assumptions:

- Staff with the appropriate skills and experience will be furnished by Superion for each Consulting Session or other review activities, whether onsite or conducted remotely.
- Customer will actively participate in all training, consulting, and configuration of ONESolution.
- Customer will verify configuration and work with the Superion consultant during the testing period. The Customer will provide feedback to the Superion consultants regarding changes that need to be made.
- Customer and the Superion consultant will work collaboratively on retesting and verification.
- The Customer will supply SMEs in all areas of the software and will provide information to Superion consultants on business processes, policy, and information.
- Superion Consultants and Trainers will provide a written trip report after each scheduled on-site visit within five (5) business days. The trip report will include the high level topics covered, accomplishments, key decisions made, homework for the Customer, and topics to be covered in next future visit.

3.7. Testing Approach

During each phase of services as provided under this SOW, the Customer will test all components of the Software as configured, as well as business processes, the reports, data conversion, interfaces, forms, workflows and customizations (if applicable). Superion will supply standard testing scripts to be used by both Superion and the Customer to capture testing results. Superion will assist and the Customer will lead in creating additional scripts that are specific to the Customer business processes.

3.8. Training Approach and Knowledge Transfer

Superion will train both the Customer Core Functional users and End Users as part of this project.

Core Project Team Training

Superion will conduct training for the core project team. The following areas are the types of training Superion will conduct with the Customer's core project team.

Training Descriptions	Descriptions
Module overviews	Superion will provide the Customer an overview and understanding of all ONESolution modules included in this SOW.
ONESolution Navigation Training	Basic navigation on the user interface in ONESolution.
Security Training	Superion will train the Customer on all aspects of how to set up and use the Security components in ONESolution. Customer is responsible for overall Security set up and configuration after training. Security typically is setup by IT or technical staff. All security decision makers should also understand the security setup.
Workflow Training	Superion will provide training on the ONESolution Workflow tool. This training is targeted at IT or technical staff. They will gain the skills to support and build models in the future.
Superion Analytics Training	Superion will provide training on the Cognos Business Intelligence tools, including Dashboards and Report development. This training is targeted at IT, technical, and key functional SMEs. They will gain the skills to support and build reports in the future.
System Administration training	Superion will train the Customer on all system administration tasks in order for the Customer to effectively manage and maintain the system. These tasks include backups, printers, and DB security.

ONESolution Module Configuration and Superion Configuration Testing	Superion will lead the set-up of all modules and test Superion Configuration setups.
Process Training	<p>Superion will train the functional leads and SMEs on all ONESolution processes outlined in the Core Project Team Training Plan. Customer will immediately apply the training by entering actual work into ONESolution modules (e.g. minimum one hour per day). Customer will determine if testing and verification of ONESolution processes is complete based on the training provided.</p> <p>Customer is expected to enter real data into ONESolution to determine if there are situations which were not addressed during the ONESolution training. This is targeted testing based on Customer's actual business processes. Test results will be captured by Customer and addressed by Superion.</p>

Core Team Training Sessions

Category	Session Areas
General Training	Navigation Security
Finance	Chart of Accounts Bank Reconciliation Budget (Development and Control) Journal Entry (regular and recurring) Project/Job Accounting Project Allocation Purchase Requisitions and Purchase Orders PunchOut Bid & Quote Management Capital Assets Accounts Payable Cash Receipts Accounts Receivable Stores Inventory Person Entity Contract Management Grants Management

Category	Session Areas
	P-Cards BMI for Assets and Inventory Vendor Portal CAFR Constructor Budget Book Builder
Human Resources	HR Administration Benefits Employee Management Professional Development Personnel Action Forms Employee Online Position Budgeting TimeClock Plus
Payroll	Payroll Processing Leave Tracking
Tools	Superion Analytics/Reporting Documents Online Workflow Workspace Admin Console SPSOne Server Management Console

Superion-Lead End User Training

End users are defined as employees who need to use the ONESolution application on a regular basis to perform their work, but are not considered to be SMEs and did not attend core project team training. End users will be attending training approximately 15-45 days prior to going live per the phased implementation approach. Superion will lead and the Customer will assist with the creation of the following deliverables for the end user training.

Task	Superion Role	Customer Role
Create an End User Training Plan	Lead: Lead the creation of an end-user training plan which defines who, what and when Customer staff need to be trained on. This plan will also determine the methods of	Assist: Provide input on training plan and ensure availability of training facilities

Task	Superion Role	Customer Role
	training to be rolled out to the end users. The plan will be developed in collaboration with the CMT.	
Develop end user guides	Lead: Superion will provide written sample guides and update the guides based on Customer specific processes, business rules, terminology and organizational structure. The end user guides must include detailed step-by-step instructions, along with screen shots from the Customer's configured system, so they are relevant and user friendly to the end users.	Assist: Review, provide comments and approve guides
Develop training materials and exercises	Lead: Lead the creation of end-user training material and exercises. Training materials and exercises must include Customer specific processes, business rules, terminology and organizational structure. They must also include detailed step-by-step instructions, along with screen shots from the Customer's configured system, so they are relevant and user friendly to the end users.	Assist: Assist Superion with training material and classroom exercises
Develop training data	Lead: Lead the creation of all necessary data needed to train users	Assist: Assist Superion with creation of training scenario's
Conduct traditional classroom training	Lead: Lead the training of Customer's end users	Assist: Assist Superion in preparation for end user training

Assumptions:

- It is recommended that the Customer leads some of the end user sessions. This will allow for key individuals to become more familiar with guiding, supporting, and training Customer staff in the future.

- Superion will lead a “train the trainer” class for the Customer. The intent of this class is to prep the Customer’s trainers on how to conduct end user training. The number of classes will be based on need.
- One knowledgeable Superion consultant will be on-site for all end user training classes; this is not necessarily for Superion to lead the class, but rather to provide support, help answer questions, etc.
- Once the Superion University is completed, Superion will offer product overview eLearning courses as well as eLearning courses around new releases related to Customer’s products. Additional eLearning courses and Customer Education packages will be available for purchase from Superion University.

3.9. Post-Live Support

Post live support will be planned for and provided in the immediate weeks after the Customer goes live on phase I and II.

Task	Superion Role	Customer Role
<p>Superion will have consultants on site at Go-Live to assure the Customer can effectively perform all critical business processes. Superion and the Customer will agree on timing of Go-Live and post Go-Live visits and this will be documented in the cutover plan.</p> <ul style="list-style-type: none"> • Phase 1 – <ul style="list-style-type: none"> ○ 2 Onsite visits by one General Ledger Consultant <ul style="list-style-type: none"> ▪ One visit at Go-Live ▪ One visit Post Go – Live ○ 2 Onsite visits by one Financials Consultant <ul style="list-style-type: none"> ▪ One visit at Go-Live ▪ One visit Post Go – Live ○ 2 Onsite visits by one tools Consultant (Workflow and Reporting) <ul style="list-style-type: none"> ▪ One visit at Go-Live ▪ One visit Post Go – Live • Phase 2 – <ul style="list-style-type: none"> ○ 2 Onsite visits by one Human Resources/Payroll consultant <ul style="list-style-type: none"> ▪ One visit at Go -Live ▪ One visit Post Go – Live 	<p>Support Customer on-site at Go-Live to make sure system performs as desired for functional requirements</p>	<p>Run ONESolution software as configured and per functional requirements</p>

<ul style="list-style-type: none"> ○ 2 Onsite visits by one tools Consultant (Workflow and Reporting) <ul style="list-style-type: none"> ▪ One visit at Go- Live ▪ One visit Post Go – Live 		
Superion will train and assist on all first time events post live i.e. Fiscal year end processing (including encumbrance rollover), 1099 processing, payroll processing, budget development, first calendar year processing for IRS and state reports, W-2's, etc.	Provide additional training to Customer	Assign SMEs to participate in additional training
Superion will have one payroll consultant onsite for the week the Customer runs their first 4 payroll runs to make sure the Customer understands and can process payroll.	Provide onsite support to Customer for a minimum of two 28 day FLSA Cycles after going live on ONESolution (4 pay periods); Superion to be onsite for the 4 pay periods. This will include 4 separate onsite visits.	Run ONESolution software as configured and per functional requirements

Assumptions:

- The Post-live onsite visits outlined above consists of 3.5 days per visit at Customer's site by Superion staff or consultants.
- Post live support will be provided by Superion staff or consultants who are already familiar with Customer processes to ensure continuity and minimize work disruption.

4. Project Governance

The purpose of the project governance is to define the resources required to adequately establish the business needs, objectives and priorities of the project, communicate the goals to other Project participants and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, change control review and authority, and organizational change management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the project manager level. Further refinement to the structure, the process and specific roles and responsibilities may occur throughout the project. Changes to the governance will be mutually agreed upon, properly documented, and communicated to all impacted parties.

4.1. Project Staffing

Superion Personnel

Project Sponsor

Superion Project Sponsor will have indirect involvement with the project and is part of the escalation process. The sponsor will offer additional support to the Superion project team and collaborate with other 3rd party consultants who are involved on this project. Specifically, the project sponsor will:

- Provide support to Project Managers in reporting project progress to SC as necessary
- Approve and sign off on any material changes to project scope or staffing changes.

Project Manager

The Superion Project Manager will coordinate all project activities with the Customer and perform the following:

- Serve as the point person for all project issues (the first escalation point)
- Be responsible for project performance, deliverables as they are outlined in the SOW, and the milestones.
- Provide periodic updates to the Customer's SC, the PMT and the project manager
- Fulfill Go-Live dates
- Support the Customer project manager in monitoring and reporting overall implementation progress
- Monitor and report progress on Superion's responsibilities on a weekly basis
- Immediately notify the Customer Project Manager, the PMT and the SC of any issue that could delay the project
- Complete Software installation as per the project schedule.
- Provide Superion Staff according to the project plan
- Facilitate coordination between all Superion departments
- Monitor the work plan and schedule and make course corrections as necessary.
- Prepare weekly status reports along with notes from meetings and calls
- Develop meeting agendas
- Provide issue resolution status, tracking, and procedures
- Identify personnel, equipment, facilities and resources that will be required to perform services by Superion
- Cooperate with the Customer's QAT
- Collaborate with Customers' CMT

- Collaborate with all independent contractors who are hired and authorized by the Customer to assist with the project. Collaboration includes project transparency, inclusion of meetings as well as providing requested project documents

The Customer will pre-approve the proposed Project Manager prior to commencement of project.

Functional Leads (Consultants, Developers, and Technical resources)

- Consultants from Superion include:
 - GL Consultant – Manages the General Ledger, Job Ledger, Projects, Grants, Budget
 - Core Finance Consultants – Purchasing, Accounts Payable, Receivables, Inventory, Fixed Assets.
 - Human Resources and Payroll Consultant – General Human Resources Admin, Payroll, Benefits, Leave, Employee Online.
 - Tools Consultant – Workflow, Reporting/Forms, Analytics, Security.
- Install application in agreed upon environments
- Work with the Customer functional leads and SMEs to design and configure the functional components of the ONESolution system for optimal long-term use.
- Document decisions made during configuration in the weekly site reports
- Lead the ONESolution software configuration with assistance from the Customer's functional leads.
- Check that Software operates after configuration as per its documentation
- Assist with the resolution of issues and tasks
- Train the Customer functional leads and SMEs during the configuration of software
- Provide and assist with data conversion guides according to Customer specifications and this SOW
- Create and deliver interface programs according to Customer specifications and this SOW
- Create and deliver Reports according to this SOW
- Provide training on security and assist with set up
- Provide training on workflow and assist with set up according to this SOW
- Create and deliver forms according to this SOW
- Perform all other tasks as outlined in this SOW
- Cooperate with the Customer's QAT
- Collaborate with Customers' CMT
- Collaborate with all independent contractors who are hired and authorized by the Customer to assist with the project. Collaboration includes project transparency, inclusion of meetings as well as providing requested project documents

- The Customer will pre-approve all functional leads prior to commencement of project.

Customer Personnel

Steering Committee (SC)

The Customer's SC provides support to the project by allocating resources, providing strategic direction, communicating key issues about the project and the project's overall importance to the organization. When called upon, the SC will also act as the final authority on all escalated project issues. The SC engages in the project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but will not participate in day-to-day activities. The SC will empower the project management team, the project manager and the functional team leads to make critical business decisions for the Customer. Specifically, the SC will:

- Understand and support the cultural change necessary for the project
- Foster an appreciation of the value of an integrated ERP system throughout the organization
- Oversee the project team and the project as a whole
- Participate in regular meetings so it is current on all project progress, project decisions, and achievement of project milestones
- Communicate the importance of the project to each member's department along with other department directors.
- Be responsible for making timely decisions on critical project or policy issues.

The Project Management Team (PMT)

This team is made up of the Customer Project Manager and subject matter experts from major departments within the organization, including Finance, HR, Procurement, IT, Public Works, Budget, etc. It will meet on a regular basis to monitor that overall project goals are realized. This team will formulate strategy to the execution of the project plan and make decisions and recommendations regarding project activities, changes, resources, issues, and risks. This team will also provide oversight and guidance for Change Management, ensuring project and change management activities are properly aligned with overall objectives. In short, this team will serve as a liaison between the Steering Committee and the day-to-day activities of the project. Meeting frequency between this group and the Superion Project Manager will be defined in the Communications Plan.

Project Manager

The Customer's Project Manager will:

- Be the primary contact for the project
- Coordinate Customer's project team members,
- Coordinate all Superion activities with the Superion Project Manager
- Coordinate with the Customer's subject matter experts (SMEs)

- Be responsible for reporting to the Steering Committee (SC)
- Ensure all deliverables are reviewed on a timely basis by the Customer
- Co-manage the overall implementation schedule with the Superion Project Manager
- Collaborate with the Change Management Team
- Collaborate with the Quality Assurance Team

Functional Team Leads

Project team members will work under the direction of the designated functional team leads for each area in the system. The functional leads have detailed subject matter expertise and are empowered to make appropriate business process and configuration decisions in their respective areas.

The functional leads are tasked with carrying out all project tasks described in the SOW including planning, business process analysis, configuration, documentation, testing, training, and all other required Customer tasks. The functional leads will be responsible for and empowered to implement the new system in the best interests of the Customer consistent with the project goals, project vision, and direction from the Project Manager, the PMT and the SC.

Subject Matter Experts (SMEs)

SMEs have special, in-depth knowledge of Customer's current legacy systems and processes. Their opinions will be sought in defining business needs, test requirements, and software functionality. During the implementation, the Customer's SMEs will dedicate a considerable amount of their time to the project because they may be involved in multiple roles, including participating in training and other workshops, conducting end user training, reviewing project deliverables, performing various testing tasks, etc.

Quality Assurance Team (QAT)

The Customer will form a QAT made up of individual(s) who will participate in the review and acceptance of each Superion deliverable and conduct periodic project health checks to ensure tasks are completed on time, on budget and to the satisfaction of the Customer. Furthermore, the QAT will work closely with the project manager to ensure all contractual matters are in compliance and services delivered are in accordance with the terms and conditions of the Superion/Customer agreement as well as with the SOW.

Change Management Team (CMT)

The Customer's CMT will work closely with Superion and Customer project managers to integrate all project activities into change management activities.

Assumptions:

The Customer may have multiple staff providing the roles outlined above and also the same staff providing multiple roles.

4.2. Superion Project Oversight

Superion will provide Project Oversight throughout the project life cycle

Assuring a project of this type is progressing as outlined in the project management plan and is achieving the goals of the Customer is critical to overall project success and eventual adoption of the system by all stakeholders.

- Review project deliverables in appendix 1 for quality. Assist project team in making corrections as required
- Will provide assistance with any areas of high risk identified throughout the project
- Hold a monthly meeting with the Customer PMT to discuss and assess their view of the project progress.
- Communicate any challenges internally to leadership throughout Superion's organization to assist in resolving issues.
- Provide feedback to Superion project staff and Superion service managers on the results of the oversight activities
- Help Identify lessons learned that can improve performance on future phases
- Issues that will impact the quality, timeline, and overall goals will be identified, tracked, resolved and documented in the Issues/Tasks Log. These issues will be presented to the PMT and the SC during the regular cadence meetings as required.
- Cooperate with the Customer's QAT
- Collaborate with Customers' CMT
- Collaborate with all independent contractors who are hired and authorized by the Customer to assist with the project. Collaboration includes project transparency, inclusion of meetings as well as providing requested project documents

Assumptions:

- The oversight work will be completed through a combination of onsite and remote time estimated to be 8-10 hours a month.
- Both Superion and the Customer will assign project managers with appropriate skills and leadership authority within the organization to effectively accomplish the goals and complete the scope of the services in this SOW
- Customer will participate in weekly meeting with Superion's project manager, either onsite or offsite. When the Superion project manager is offsite, he/she is responsible for sending out a meeting invite with screen sharing capabilities prior to the meeting. The Customer's PMT and the project manager will attend the meeting. The weekly meeting is intended to cover current project status, project schedule, action items from the previous meeting, discussion about critical items, review of project plan, decisions that need to be made and

help desk cases impacting the project. Superion's project manager will complete and send out meeting notes after each meeting.

- Customer will make the Customer's PMT, functional leads and SMEs available for meetings, consulting and training sessions, discussions and conference calls upon request by Superion. The Customer will respond to information requests by Superion staff not to exceed five (5) Business Days unless agreed upon in time to minimize delays in the project.
- The Customer and Superion may consider alternative meeting options such as WebEx, Video Conferencing, Remote Desktop and Conference Calls.

4.3. Facility Requirements

Superion recommends the following facilities be available for the entire life cycle of the project.

- The Customer will provide an adequate workspace for each onsite Superion consultant, with access to an internet connection, access to the ONESolution server, and close proximity to the Customer functional leads and SMEs to facilitate good communications and coordination amongst the team members. Adequate breakout and conference space will also be provided.
- Adequate training space will be provided by the Customer for training throughout the project. The training room(s) will consist of a minimum of six- (6) fully functioning networked computers (e.g. one computer per attendee plus one for the instructor). The equipment must meet Customer's minimum hardware standards.

5. Project Management

Superion's Project Work Plan will consist of the following tools and will be maintained throughout the project.

5.1. Project Schedule

Superion will create a detailed project schedule by phase encompassing the full scope (all phases, including third party activities) of the project. The schedule will be part of the detailed work plan. Project schedule will be delivered within 45 days after contract signing for phase 1. Project schedule will be delivered 2 months prior to the scheduled start of phase 2. The Customer's project manager will provide feedback on the project plan within 3 weeks. This project schedule will be reviewed by the PMT and the SC.

The Project Schedule will contain:

- All project's activities and tasks
- Dates and duration of project activities and tasks
- Specific resources assigned to project tasks
- All Milestones and Deliverables as outlined in Appendix 1
- Task dependencies
- An outline of planned Superion onsite visits of Superion staff

5.2. Agendas

Superion's project manager will provide detailed agenda for functional consultant visits at least 2 weeks prior to any on-site meeting. Agenda will include:

- Meeting objectives
- Detailed tasks to be performed
- Recommended participants
- Detailed schedule breakdown of meeting topics
- Resources required for each meeting
- Handouts
- Pre-meeting assignments, if applicable

5.3. Status Meetings

Superion and Customer project managers will hold a weekly status meeting with the PMT to discuss the following topics:

- Project plan
- Current activities
- Action items from the last meeting
- Project Issues and Risk Register
- Current and upcoming milestones or deliverables
- Pending decisions
- Findings from the Superion Project Oversight reviews

Superion and Customer project managers will hold a monthly meeting with the SC to discuss the following topics:

- Project overview and status
- Critical issues impacting the project
- Decisions that require the approval of the SC
- Approvals of milestone or deliverable, as recommended by the Customer project manager
- Reasons why pending milestones and deliverables are not being approved
- Project Budget/Financial Status
- Significant findings from the Superion Project Oversight reviews

5.4. Status Reports

At the conclusion of each consultant trip, a trip report will be submitted to the Customer describing the work performed during the previous week. The trip report will document agenda items covered, any agenda items left uncovered and reasons why, general notes from the meetings/workshops, all decisions made, tasks assigned, and unresolved items for follow-up. Any progress made against the project tasks and key deliverable or any identification of issues and risks will be communicated to the Superion project manager.

If multiple Superion staff or consultants are onsite at the same time, then the Superion project manager will consolidate the trip reports.

Superion's project manager will roll up the information from individual staff and consultants' trip reports into a weekly status report (Appendix 4) to be distributed to the Customer's project manager. In addition, Superion project manager will also prepare a monthly status reports for the duration of the project. The monthly status reports will be used to communicate key project information to the Customer's project manager, the PMT, the SC, the QAT, and the CMT. Reports will include:

- Brief overall summary of status
- Detailed project status
- Summary of accomplishments
- Overdue items
- Status of key milestones deliverables
- Status of project deliverables submitted during the month for Customer sign off and approval
- Project timeline
- Key decisions made
- Pending decisions which require the attention of the PMT and/or the SC
- Issues/Risks
- Planned risk mitigation strategy
- Progress towards Customer project goals / criteria of project success
- Project Budget, including milestones invoiced, milestones paid, project balance, etc.

5.5. Issues/Tasks Log

Superion and Customer will jointly maintain a list of issues and tasks (both open and closed) that have been identified for the project. Any project risks, key decisions, issues, disputes, or late tasks shall be identified on the Issues/Tasks Log.

Both Customer and Superion project managers are responsible for adding items to the Issues/task Log based on feedback from the project team members. For each identified issue, the following information will be captured:

- Unique issue/task ID
- Reported by/date
- Status (i.e. new, open, in progress, closed, pending)
- Component unit/Business Process
- Priority (high, medium, low)
- Description
- Due date
- Comments
- Findings

- Recommendations
- Resolution Assignment
- Date Tested (if applicable)
- Date Closed
- Definition of actions required for resolution

The Customer and Superion project managers will review the Issues/Tasks Log as part of regularly scheduled project management meetings or more frequently as required. Once the issue/task has been assigned, the appropriate project team member(s) are responsible for completing the assigned follow-up tasks and resolving the issue by the assigned due date.

In the event that an issue/task cannot be resolved within a reasonable timeframe to the mutual satisfaction of Superion and the Customer, the Superion project manager, the Customer project manager, and the QAT will jointly determine a mutually acceptable escalation approach following the process defined below in Section 5.7.

Items directly related to ONESolution software will be entered in to Superion's customer portal and tracked in the internal case system. Refer to maintenance agreement in Exhibit 2.

5.6. Deliverable and Milestone Approval & Acceptance

The Customer will review, approve and provide written acceptance for all Deliverables in Appendix 1 by following the below process:

1. Superion will submit in writing to the Customer Milestone and/or Deliverable Acceptance Form for each completed Deliverable (See Section 9.2 for sample document).
2. The Customer project manager, the PMT and the QAT will identify in writing any required changes, deficiencies, and/or additions necessary, within ten (10) business days from the form being delivered to the customer for each completed Deliverable, unless the review timeframe is deemed to be insufficient for a proper review. In such cases, the Customer project manager will request an extension in writing to the Superion project manager, and the parties will mutually agree to a reasonable alternative to the original deadline.
3. If the Customer does not agree the particular deliverable has met the requirements, the Customer will notify the Superion project manager in writing, stating the reason, within five (5) business days, or the otherwise agreed upon timeframe.
4. Superion will review deliverables which are not approved and create a plan to address the deficiencies. Once the deliverable has been corrected or the milestone achieved, a revised completion form will be submitted. The Customer will then review the deliverable or milestone and provide any additional comments on any required changes, deficiencies, and/or additions necessary within ten (10) business days from the updated completion form being delivered to Customer. Again, if the review timeframe is deemed to be insufficient for a proper review, the

Customer project manager will request an extension in writing to the Superion project manager, and the parties will mutually agree to a reasonable alternative to the original deadline. This process will be repeated until the Customer grants approval and signoff on the deliverable or milestone.

5. Upon approval of the deliverable or milestone, the Customer project manager will sign the completion form and return it to Superion Project Manager.

5.7. Dispute Resolution Procedures

The Customer and Superion should anticipate challenging issues to arise throughout the implementation process due to the complex magnitude of this project. In order for these issues to be remedied in a timely fashion, the Customer and Superion will utilize the following Dispute Resolution Procedure:

All communication regarding the project should be directed to the respective project managers of Superion and the Customer in order to maintain consistent communication between the parties. Scheduled weekly calls/meetings will be maintained between the two project managers and the Customer's PMT.

All issues or concerns will be discussed actively and openly between all parties. If issues begin to interfere with the progression of the implementation project, the Customer and/or Superion should escalate issues to Superion management in the sequence below, as needed:

Contact	Phone	E-mail
Michele Leaf – Project Management Organization Manager, Professional Services	530.879.5126	Michele.leaf@superion.com
Mario Baldasserini—Sr. Director of Professional Services	214.274.1746	Mario.Baldasserini@superion.com
Sharon Love- VP of Professional Services	407.304.3395	Sharon.love@superion.com
Todd Schulte - COO	407.304.3035	Todd.schulte@superion.com
Tom Amburgey—GM, Public Admin	407.304.3 022	Tom.amburgey@superion.com
Kevin Lafeber – President & CCO	407.304.3102	Kevin.lefeber@superion.com

Escalation to Customer Management Team should be as follows:

Ellis Chang – Project Manager	714-741-5066	ellisc@ci.garden-grove.ca.us
Kingsley Okereke – Steering Committee Chair	714-741-5060	kingsley@ci.garden-grove.ca.us

6. Change Requests and Changes to this Scope of Work

The Customer and Superion may request a change to this scope of work by following the process outlined in this section.

Either party may request changes in scope. Such a request is enforced by the parties only if it becomes a formal Change Order (See Section 9.3 for Sample Change Order Document).

The change order will provide sufficient detail including the following:

- Detailed description of resources (both Customer and Superion) required to perform the change
- Specifications (if applicable)
- Implementation Plans (if applicable)
- Schedule for completion (if applicable)
- Verification and Approval criteria (if applicable)
- Impact on current milestones and payment schedule (if applicable)
- Additional milestones (if applicable)
- Impact on project goals and objectives (if applicable)
- Price (if applicable)

Either Superion or Customer management may propose a change by submitting a Change Request to the other party. The other party has five (5) business days (or as mutually agreed upon) to determine whether it agrees to the Change Request. If both parties agree to the Change Request, the change will then become a Change Order, which will need to be documented and signed by both parties. If the parties cannot reach an agreement to pursue a Change Order within five (5) business days of the initiation of the Change Request (or as mutually agreed upon), it is assumed that the Change Request has been rejected and any remaining issues will be identified on the Issues/Tasks Log and/or follow the Dispute Resolution process identified in Section 5.7.

7. Appendix 1 - Key Document Work Products (DED)

All key work products defined by:

• Lead	• Primary owner of DED
• Assist	• Takes an active role to assist the Lead in completing the DED
• Participate	• Passive participation in DED i.e. available to answer questions etc. but does not take an active role
• None	• Does not take a role
• Shared	• Share responsibility of the DED

Deliverable Summary

Deliverable #	Deliverable Name	Phase	Billed as incurred or Milestone	Phase Approach	Superion/ Customer Lead
1	<u>Project Management</u>	Full Project			
1.1	Project Charter		Billed as incurred	Initiating & Controlling	Superion
1.2	Communication Plan		Billed as incurred	Initiating & Controlling	Shared
1.3	Risk Plan and Register		Billed as incurred	Initiating & Controlling	Superion
1.4	Issues/Tasks Log		Billed as incurred	Initiating & Controlling	Shared
1.5	Budget Tracking		Billed as incurred	Initiating & Controlling	Shared
2	<u>Kick Off Meeting</u>	1, 2	Billed as incurred	Initiating & Planning	Superion
3	<u>Business Process</u>	1, 2			
3.1	Configuration Workbook		Milestone 1 and 8	Planning & Executing	Customer
3.2	Business Process Review		Milestone 1 and 8	Planning & Executing	Superion
4	<u>Software Installation</u>	Project Begin			
4.1	Software Installation		Milestone 2	Execution	Superion

4.2	Post Install Action Report		Milestone 2	Execution	Superion
5	<u>Project Work Plan / Schedule</u>	1, 2	Billed as Incurred	Planning & Executing	Superion
6	<u>Core Project Team Training Plan</u>	1, 2	Milestone 4 and 10	Planning	Superion
7	<u>Project Scope</u>	1, 2			
7.1	Data Conversion Scope		Milestone 3 and 9	Planning	Shared
7.2	Interface Scope		Billed as Incurred	Planning	Shared
7.3	Reporting Scope		Billed as Incurred	Planning	Customer
7.4	Workflow Scope		Billed as Incurred	Planning	Shared
7.5	Forms Scope		Milestone 3 and 9	Planning	Shared
8	<u>System Configuration</u>	1, 2			
8.1	Setup / Configuration		Milestone 4 and 10	Executing	Superion
8.2	Configuration Testing		Milestone 4 and 11	Executing	Superion
9	<u>Project Specifications</u>	1, 2			
9.1	Data Conversion Specifications		Milestone 3 and 9	Executing	Superion
9.2	Interface Specifications		Billed as Incurred	Executing	Shared
9.3	Report Specifications		Billed as Incurred	Executing	Customer
9.4	Workflow Flowchart Specifications		Billed as Incurred	Executing	Shared
9.5	Forms Specifications		Milestone 3 and 9	Executing	Superion
10	<u>Perform Data Conversion</u>	1, 2	Milestone 3 and 9	Executing	Superion
11	<u>Development Activities</u>	1, 2			
11.1	Interface Development		Billed as Incurred	Executing	Superion
11.2	Report Development		Billed as Incurred	Executing	Shared
11.3	Workflow Development		Billed as Incurred	Executing	Shared

11.4	Forms Development		Milestone 3 and 9	Executing	Superion
12	<u>Core Project Team Training</u>	1, 2	Milestone 4 and 10	Executing	Superion
13	<u>Core Project Team Process Testing</u>	1, 2	Milestone 4 and 10	Executing	Customer
14	<u>Customer Configuration Decisions Document</u>	1, 2	Milestone 6 and 12	Executing	Superion
15	<u>End User Training</u>	1, 2			
15.1	End User Training Plan		Billed as incurred	Executing	Shared
15.2	End User Training / Materials and Guides		Billed as incurred	Executing	Superion
15.3	End User Training		Billed as incurred	Executing	Superion
16	<u>Customer Testing</u>	1, 2			
16.1	Test Plans / Scripts		Milestone 5 and 11	Executing	Customer
16.2	Unit, Integration and Parallel Testing		Milestone 5 and 11	Executing	Customer
16.3	User Verification Testing (UVT)		Milestone 6 and 12	Executing	Customer
17	<u>Go-Live Cutover Plan</u>	1, 2	Milestone 7 and 13	Planning & Executing	Superion
18	<u>Go-Live / Post Live</u>	1, 2			
18.1	Go-Live Declaration Letter		Milestone 7 and 13	Executing	Superion
18.2	60 Days Post-Live Support		Milestone 7 and 13	Executing	Superion
19	<u>Project Close Out</u>	Project End	Milestone 7 and 13	Close Out	Superion

Deliverable Details**1. Project Management**

Deliverable Number:	1.1
Deliverable Name: Project Charter	Phase: Full Project
Superion: Lead	Customer: Assist
Objective: Create a project charter for phases 1 and 2.	

Scope: The Project Charter will provide a framework for the project and will include the Customer's mission statement, major goals, objectives, and policies, project organization and critical success factors by which achievement of the objectives for the project will be judged. It will define the rules of engagement for all parties involved.

Format: Microsoft Word

Sample Outline: Project Charter which includes the following:

- Mission statement
 - Project objectives, goals, and constraints for the project
 - Project team and stakeholders
 - Success Criteria
 - Project Governance
-

Notes / Expectations:

Customer Role: Customer will collaborate with Superion project manager to create the charter. Customer will provide objectives, stakeholders, success criteria, and work with Superion to identify risks.

Superion Role: Lead

Acceptance Criteria: A completed Project Charter as approved by the Customer.

Deliverable Number:	1.2
Deliverable Name: Communication Plan	Phase: Full Project
Superion: Shared	Customer: Shared
Objective: Create a single communication plan for phase 1 and 2 with all planned communications for the project. This plan needs to be collaborated with the Customer's Change Management Team.	
Scope: Creation of written communication plan which will identify the types, frequencies, and responsible party for all project communication.	
Format: Microsoft Word	
Sample Outline: Communication Plan which identifies: <ul style="list-style-type: none"> • Types of communications • Communication Objectives • Audience for each communication type • Expected content for communication • Method and frequency of communication • Responsibility for each type of communication • PMT meetings frequency and objectives – The Customer prefers weekly PMT meetings • SC meeting frequency and objectives – The Customer prefers monthly SC meetings 	
Notes / Expectations:	
Customer Role: Superion project manager will collaborate with Customer, including its Change Management Team, in creating the plan. Customer will provide guidance on methods, stakeholders, frequency, and dates for communication.	
Superion Role: Provide template for Communication Plan.	
Acceptance Criteria: A completed Communication Plan as approved by the Customer.	

Deliverable Number:	1.3
Deliverable Name: Risk Plan and Register	Phase: Full Project
Superion: Lead	Customer: Assist
Objective: Create and maintain project risk register to be used by Superion and Customer to track risks, their associated mitigation strategies and the risk owners. As part of the mitigation strategy, a risk analysis will be performed for each identified risk, including the likelihood of it occurring and the steps to be taken to minimize their impact.	
Scope: Create an initial Risk Register to be used by the Superion and Customer project managers to actively manage any identified risks to the project.	
Format: Microsoft Excel or other agreed upon format	
Sample Outline: Risk Register to include the following: <ul style="list-style-type: none"> • Description of the risk • Impact on the project • Likelihood of risk occurring • Strategies for mitigation, elimination, or acceptance of the risk • Person responsible for monitoring the status of risk 	
Notes / Expectations: Risk Register will be updated and maintained throughout the project.	
Customer Role: Jointly identify and monitor risks with Superion and take an active role in managing/mitigating the risks.	
Superion Role: Provide Risk Register Template. Jointly identify, monitor and mitigate risks as necessary.	
Acceptance Criteria: A completed Risk Plan and Register as approved by the Customer.	

Deliverable Number:	1.4
Deliverable Name: Issues/Tasks Log	Phase: Full Project
Superion: Shared	Customer: Shared
Objective: The Issues/Tasks Log is a tool to be used to by the project managers to actively manage any identified issues/tasks to the project.	
Scope: Create and maintain project Issues/Tasks Log to be used by Superion and Customer to track issues/tasks.	
Format: Microsoft Word or Excel	
Sample Outline: Issues/Task Log to include the following: <ul style="list-style-type: none"> • Unique issue/Task ID • Reported by/date • Status (i.e. new, open, in progress, closed, pending) • Component unit/Business Process • Description of the Issue • Issue/task priority (high, medium or low) • Impact on the project • Resource assigned to the Issue • Resolution due date and aging • Comments • Findings • Recommendations • Resolution assignment • Date tested (if applicable) • Date closed • Definition of actions required for resolution • Weekly progress of issues 	
Notes / Expectations: The Issues/Task Log will be updated and maintained throughout the project.	
Customer Role: Jointly identify, monitor, mitigate, resolve and close the issues/tasks with Superion.	
Superion Role: Provide Issues/Tasks Log Template. Jointly identify, monitor, mitigate, resolve and close issues/tasks with Customer.	
Acceptance Criteria: A completed Issues/Tasks Log as approved by the Customer.	
Deliverable Number:	1.5
Deliverable Name: Budget Tracking	Phase: Full Project

Superion: Shared**Customer:** Shared

Objective: Ongoing and regular evaluation of Project's Financial Status.

Scope: Project budget will include planned versus actual expenditures based on the executed Agreement between Superion and Customer. Detailed tracking (i.e. of hours or expenses) will only be completed on items which are not part of milestone payments.

Format: Microsoft Excel or other agreed upon format

Sample Outline: Budget should contain the following:

- Planned Expenditures
 - Actual Expenditures related to project and travel expense (if applicable)
 - Broken down by service i.e. Project Management, Consulting etc. (if applicable)
-

Notes / Expectations: Budget to be maintained throughout project and updated monthly.**Customer Role:** Review the project budget monthly based on information provided by Superion. Additional responses may be required from Superion.

Superion Role: Provide sufficient monthly resource and financial data to enable the Customer to properly track the project budget.

Acceptance Criteria: Customer to approve Superion's project budget template and all supporting data to enable proper tracking of the project budget.

2. Kick Off Meeting

Deliverable Number:	2
Deliverable Name: Project Kick Off Meeting	Phase: Project Initiation
Superion: Lead	Customer: Assist

Objective: Meeting with the project team and key stakeholders which introduces the project goals, expectations, and guidelines for the project.

Scope: Superion and Customer project managers will conduct an initial meeting with the SC, the PMT and the functional leads. Superion will draft a Project Plan and Schedule. Project goals, expectations, and assumptions, which are included in the Project Charter, will be developed prior to the meeting. Superion will develop a kick off meeting PowerPoint presentation. The kick off meeting is expected to take place 30-60 days after the Effective Date.

Format: Meeting

Sample Outline: Kick off meeting should include a PowerPoint presentation that addresses the following at minimum:

- Draft project schedule
- Key success factors
- SOW review
- Project team and expectations
- Key deliverables with dates
- Key risks

Notes / Expectations:

Customer Role: Customer will collaborate with the Superion project manager to plan the kick off meeting. Customer's SC, the PMT and the functional leads will participate in the Kick off meeting and lead discussions. Customer will provide objectives, stakeholders, success criteria, and work with Superion to identify risks. Customer to present materials to their staff.

Superion Role: Lead planning, execution and facilitation of the kick off meeting.

Acceptance Criteria: A PowerPoint presentation deck and a Superion-facilitated kick off meeting for each phase as approved by the Customer.

3. Business Process Review

Deliverable Number:	3.1
Deliverable Name: Configuration Workbook	Phase: 1, 2
Superion: Assist	Customer: Lead
Objective: The Configuration Questionnaire is intended to outline major Customer business requirements.	

Scope: Superion will provide questionnaire to Customer. The questionnaire will provide Superion with a summary introduction of the key processes for the organization.

Format: Microsoft Word and Excel

Sample Outline: Document which includes:

- Customer Requirements
- Business practices
- Regulations, if applicable

Notes / Expectations: Superion will review Configuration Questionnaire prior to the Business Process Review; Superion will discuss as needed throughout the BPR Process.

Customer Role: Complete the questionnaire and deliver to Superion two weeks prior to the Business Process Review visit. Assist Superion with any questions during Business Process review.

Superion Role: Provide the Configuration Questionnaire to the Customer. Assist Customer with any questions they may have. Review the Configuration Questionnaire prior to the Business Process Review visit.

Acceptance Criteria: A completed Configuration Questionnaire document for each process included in the phase as approved by the Customer.



Deliverable Number:	3.2
Deliverable Name: Business Process Review	Phase: 1, 2
Superion: Lead	Customer: Assist
Objective: Review Customer current business processes and document Customer's to-be business processes.	
Scope: Superion will review Customer's current "as is" processes. Superion will provide recommendations for "to be" processes based on government best practices and the use of ONESolution functionality. The scope of the review will follow the processes identified in the Customer's RFP, Appendix B - Functional Requirements Matrix, and as responded by Superion.	
Format: Microsoft Word, Visio, Excel	
Sample Outline: Document which includes: <ul style="list-style-type: none">• Customer to-be process documentation• Customer to-be processes decisions• Superion recommendations for ONESolution configurations• Impacts of any major changes on the Customer	
Notes / Expectations: Superion will deliver a Draft report for the Customer to review and comment. The Customer will review the report and provide comments/questions. Superion will arrange a conference call to review the Customer's questions/comments. Superion will update the DRAFT document after the conference and provide the FINAL version.	
Customer Role: Assign SMEs who can describe current business processes and requirements. Review recommendations from Superion and make decisions on those recommendations for future practices and processes.	
Superion Role: Provide expertise on best government practices within the use of ONESolution. Interview Customer functional leads and SMEs to ensure understanding of current processes and business process need. Create report, along with recommendations. Add/delete tasks to project plan as appropriate based on the outcome of the review.	
Acceptance Criteria: Completed Business Review documents for each phase as approved by the Customer.	

4. Software Installation

Deliverable Number:	4.1
Deliverable Name: Software Installation	Phase: Project Begin
Superion: Lead	Customer: Assist

Objective: Installation of all ONESolution components and environments as well as third party products.

Scope: Superion installer will install all components of ONESolution, including the Production, Training, and Test environments. Third party products within ONESolution will also be installed.

Format: None

Sample Outline: Install:

- ONESolution – all components and environments
- Superion Analytics powered by Cognos
- TimeClock Plus (TCP) install conducted in TCP Cloud
- BMI
- Issues/ Follow Up Actions

Notes / Expectations:

Customer Role: Procure hardware and install prior to the installation of ONESolution and third party components, if applicable. Provide remote access and participate in pre-install discovery call. Provide technical expertise if necessary to assist with Customer environment.

Superion Role: Complete the installation of all agreed upon ONESolution components, environments and third party products.

Acceptance Criteria: ONESolution installation process is completed and approved by the Customer.



Deliverable Number:	4.2
Deliverable Name: Post Install Action Report	Phase: Full Project
Superion: Lead	Customer: N/A
Objective: A report that documents the results and confirmation of the install.	
Scope: Superion installer will provide a report that documents the results of the install and initial testing of ONESolution.	
Format: Microsoft Word	
Sample Outline: Document which includes: <ul style="list-style-type: none">• Installed Software Name and Version• Installed Modules• Areas tested• Test Results• Issues/ Follow Up Actions and delivery dates	
Notes / Expectations:	
Customer Role: Review report.	
Superion Role: Provide a report that documents the results of the install and the initial testing of ONESolution.	
Acceptance Criteria: A completed Post Install Action Report as approved by Customer.	

5. Project Work Plan/ Schedule

Deliverable Number:	5
Deliverable Name: Project Work Plan/ Schedule	Phase: 1, 2
Superion: Lead	Customer: Assist

Objective: Create a project schedule with all tasks, activities, deliverables and milestones. Each phase of the project schedule will be delivered separately.

Scope: The Project Schedule is a visual representation of all summary activities, deliverables, and milestones for the project. Project Schedule for the first phase is due within 45 days after the Effective Date. Project Schedule for the following phases are due a minimum of 2 months prior to the start of each phase. Any changes to the plan/schedule after the initial approval and sign off will go through the change order process outlined in the SOW. Changes to the plan/schedule will be signed off by both parties after the impact of change to timeline, scope and cost has been clearly defined.

Format: The plan will be created by the Superion project manager using Microsoft Project. On an ongoing basis, the plan will be jointly managed by both the Superion and the Customer project managers; however, it is the responsibility of the Superion project manager to convert the plan into a pdf format for the Customer. Suggested changes or feedback to the plan from the Customer will be provided to the Superion project manager, who will promptly update the plan in Microsoft Project.

Sample Outline: Project Schedule showing –

- Implementation Milestones
- Detailed tasks/activities
- Deliverables
- Milestone and deliverable review periods
- Due dates for all milestones, tasks/activities, and deliverables
- Customer and Superion Resources assigned to each task
- Task interdependencies
- Onsite schedule of all Superion consultants

Notes / Expectations: Project schedule to be updated regularly after initial approval and sign off.

Customer Role: Customer will collaborate with Superion project manager to create the Schedule. Customer will advise on all key blackout dates when resources are not available and to confirm availability of all needed resources throughout the Project.

Superion Role: Lead the creation process of the Project Schedule. Co-manage the project schedule and update regularly after initial approval.

Acceptance Criteria: A completed Project Schedule as approved by the Customer.

6. Core Project Team Training Plan

Deliverable Number:	6
Deliverable Name: Core Project Team Training Plan	Phase: Project Begin
Superion: Lead	Customer: Assist
Objective: Create Training Plan for Core Project Team.	
Scope: Superion will lead the creation of the Core Project Team Training Plan with the Customer's assistance; this plan is specific to administering and using ONESolution. Plan will include training on Core Processes, Navigation, Workflow, Superion Analytics, Security, and System Administration. Core Project Team consists of the Customer's functional leads and SMEs.	
Format: Microsoft Word or Excel	
Sample Outline: Plan should include the following elements:	
<ul style="list-style-type: none"> • Training Schedule and Location • Instructors for all training • Training methodology (classroom, online, remote, etc.) • Identification of training attendees for each type of training (e.g. Purchasing, AP, HR, Payroll) • Training facilities • Training agenda • Training Material and Guides to be created by Superion • Creation of scenarios and data for training • Post Live Training for Core Project Team Users (e.g. W2, 1099, additional Consultant training if needed) 	
Notes / Expectations:	
Customer Role: Assist with creation of the Core Project Team Training Plan. Provide training rooms with 8-12 computers with ONESolution installed, projector, printer and document scanner. Provide number of attendees to be trained in each process (The Customer is responsible for ensuring the availability of staff who is assigned to each training class).	
Superion Role: Superion will lead the creation of the training plan.	
Acceptance Criteria: A completed Core Project Training Plan as approved by the Customer.	

7. Project Scope

Deliverable Number:	7.1
Deliverable Name: Data Conversion Scope	Phase: 1, 2
Superion: Shared	Customer: Shared

Objective: Validate the scope in the SOW and document the data to be migrated from legacy systems to ONESolution after initial analysis.

Scope: Document the data to be converted with Superion's standard migration tool.

Format: Microsoft Word or Excel

Sample Outline: Document which includes:

- Description of data to be migrated
- Historical Years
- Timeline
- Major milestones for data conversion
- Pre-conversion activities for Customer/Superion

Notes / Expectations: Changes to data conversion scope may trigger a change order if significantly different from the SOW.

Customer Role: Work with Superion to validate and confirm the data conversion scope in the SOW. Provide input on requirements.

Superion Role: Provide Scope Template. Document the decisions on the scope of the data to be migrated.

Acceptance Criteria: A completed Conversion scope document for each phase as approved by the Customer.

Deliverable Number:	7.2
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Deliverable Name: Interface Scope	Phase: 1, 2
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Superion: Shared	Customer: Shared
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Objective: Document the required interfaces by validating the SOW and any that are identified during the Business Process Reviews and initial analysis.

Scope: Superion to document all interfaces required and listed in this SOW

Format: Microsoft Word

Sample Outline: Document which includes

- Description of interface
- Vendor Contact Information (if applicable)
- Method (upload/download utility, Web Services etc.)
- Automated or Manual
- Frequency
- Directional (data coming in or going out)
- One way or two way
- Data Requirements
- Timeline of key milestones
- Prerequisite tasks for Customer/Superion

Notes / Expectations: Changes to Interface scope may trigger a change order if significantly different from the Interface Scope as outlined in the SOW.

Customer Role: Assign SMEs and technical resources to assist in defining the Scope for interfaces. Customer will facilitate all communication with any 3rd party vendors (if necessary) where Superion is not the prime contractor.

Superion Role: Provide Scope Template. If there are changes, initiate project change process to add or delete interface tasks to/from project schedule. Work with Customer to outline the options for each interface and advise on best practice for achieving the scope.

Acceptance Criteria: A completed Interface Scope document as approved by the Customer.

Deliverable Number:	7.3
Deliverable Name: Reporting Scope	Phase: 1, 2,
Superion: Assist	Customer: Lead
Objective: Refine the list of identified reports in the Report Scope Template.	

Scope: Superion and the Customer will perform a gap analysis between Superion sample reports and Customer report requirements.

Format: Microsoft Excel

Sample Outline:

- List of reports which includes:
 - Name of Report
 - Description report
 - Copy of existing Customer report (if applicable)
 - Priority Due Date
 - Responsibility for report development (Customer/Superion)
-

Notes / Expectations: Reports added after sign off is considered a change in scope and may require a change order.

Customer Role: Complete Report Scope Template including identification and prioritization of reports. Jointly manage priorities and report development with the Superion project manager throughout the life of the project.

Superion Role: Provide Scope Template and assist the Customer with the gap analysis between Customer's report requirements and Superion's sample reports. Jointly manage priorities and report development with the Customer's project manager throughout the life of the project.

Acceptance Criteria: A completed Reporting Scope as approved by the Customer.



Deliverable Number:	7.4
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Deliverable Name: Workflow Scope	Phase: 1, 2,
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Superion: Shared	Customer: Shared
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Objective: Refine the list of identified necessary workflow models per SOW.

Scope: Superion and Customer will identify any additional models that need to be included in the SOW after the analysis.

Format: Microsoft Excel

Sample Outline:

List of models which includes:

- Name of Model
- Brief description of intended functionality
- Priority
- Due Date
- Custom/standard workflow
- Responsibility for workflow development (Superion / Customer)

Notes / Expectations: Changes to Workflow scope may require a change order if significantly different from the Workflow Scope as outlined in the SOW.

Customer Role: Identify any additional workflow models and stated business requirements.

Superion Role: Provide Scope Template; advise Customer on best practices use of workflow within ONESolution. Assist Customer with identifying additional workflow models. If additional models are identified and if they significantly change the SOW, Superion will initiate a project change process to add or delete workflow tasks to/from project schedule.

Acceptance Criteria: A completed Workflow Scope document as approved by the Customer.

Deliverable Number:	7.5
Deliverable Name: Forms Scope	Phase: 1, 2
Superion: Lead	Superion: Assist

Objective: Refine the forms scope in the SOW. Update the forms to be completed which will be used by the Customer.

Scope: Superion and Customer will review the forms scope in the SOW and update if necessary. The Customer will also choose the format for the forms which will be developed.

Format: Microsoft Excel

Sample Outline: Document which includes:

- Select from standard ELF Forms
 - Form Type to be used (i.e. Easy Laser Forms, Superion Analytics powered by Cognos)
-

Notes / Expectations: Changes to Forms scope may require a change order if significantly different from the Forms Scope as outlined in the SOW.

Customer Role: Work with Superion to validate and confirm the Forms Scope in the SOW.

Superion Role: Provide Scope Template and standard ONESolution form samples; advise Customer on which forms will meet the Customer's functional requirements. If additional forms are identified and if they result in significant change to the SOW, Superion will initiate a project change process to add or delete forms tasks to/from project schedule. Superion will also provide input on requirements and select forms from samples provided.

Acceptance Criteria: A completed Forms Scope document as approved by the Customer.

8. System Configuration

Deliverable Number:	8.1
Deliverable Name: Setup / Configuration	Phase: 1, 2
Superion: Lead	Customer: Participate
Objective: Superion will setup and configure ONESolution based on Customer's input from Configuration Workbook, the Business Process Review Report, and Superion's recommendations.	
Scope: Superion will lead the Chart of Accounts discussions with Customer and assist Customer in the completion of the new chart. Superion will set and configure ONESolution.	
Format: None	
Sample Outline: Setup and Configuration which includes: <ul style="list-style-type: none"> • Superion will collaborate with Customer to complete the Chart of Accounts • Superion to review Customer's Configuration Workbook • Superion to review Business Process Review Report 	
Notes / Expectations: Superion will setup and configure the system; Customer will provide guidance and assistance as needed.	
Customer Role: Customer will provide guidance to develop the Chart of Accounts. Customer will provide assistance/input addressing Superion's questions as needed.	
Superion Role: Superion will setup and configure ONESolution.	
Acceptance Criteria: Completed setup and configuration of the ONESolution system as approved by the Customer.	

Deliverable Number:	8.2
Deliverable Name: Configuration Testing	Phase: 1, 2
Superion: Lead	Customer: Participate
Objective: Superion will test the setup and configuration to ensure the configuration is correct.	
Scope: This testing will ensure that the system is configured and ready for Core Project Team Training.	
Format: None	
Sample Outline: Superion will test each screen and entire processes which will be demonstrated during the Core Project Team Training to ensure the system is working as expected.	
Notes / Expectations: Superion testing to take place prior to Core Project Team Training. It is expected that configuration changes will potentially occur after discussions during the Core Project Team Training.	
Customer Role: Customer will provide assistance addressing Superion's questions as needed.	
Superion Role: Superion will complete the testing the setup and configuration of ONESolution.	
Acceptance Criteria: Completed testing of the setup and configuration of the ONESolution system as approved by the Customer.	

9. Project Specifications

Deliverable Number:	9.1
Deliverable Name: Data Conversion Specifications	Phase: 1, 2
Superion: Lead	Customer: Assist

Objective: Using the Data Conversion Guide to map data from legacy system to ONESolution as identified in the Data Conversion Scope under deliverable number 7.1

Scope: Superion and Customer will complete the Data Conversion templates to document detailed requirements necessary to accomplish the data conversion scope document.

Format: Microsoft Excel

Sample Outline: Spreadsheet which includes

- Data to be converted/migrated
- Table Mapping between legacy systems and ONESolution
- Amount of historical data

Notes / Expectations: Data mappings will be modified as needed throughout the data conversion process.

Customer Role: Assist with data mapping from legacy software to ONESolution Software.

Superion Role: Provide Data Conversion Guide and use it to lead the data mapping from legacy software to ONESolution software.

Acceptance Criteria: A completed set of Data Conversion specifications as approved by the Customer.

Deliverable Number:	9.2
Deliverable Name: Interface Specifications	Phase: 1, 2
Superion: Shared	Customer: Shared

Objective: Document the detailed requirements for all interfaces identified in the Interface Scope Document (see Deliverable Number 7.2).

Scope: When programmatic development is required for the interface, Superion and the Customer will document all requirements for interfaces listed in the Interface Scope Document

Format: Microsoft Word

Sample Outline: The Interface Specifications Document will containing:

- Detailed requirements specifications
- Design requirements
- Method (upload/download utility, Web Services etc.)
- Automated or manual
- Frequency
- One way or two way
- Data mapping
- Directional (data coming in or going out)

Notes / Expectations: Interface specifications will be reviewed.

Customer Role: Assign SMEs and technical resources to assist in defining/documenting the interface requirements. Provide file layouts, sample files and any additional requirements documents if applicable. Customer will facilitate all communication with any 3rd parties (as necessary). Customer will review/ approve the final version of each specification.

Superion Role: Work with Customer to outline the options for each interface and advise on best practices for achieving the requirements. Superion will create the specification and a discovery call may be scheduled with the Customer to assist with the process.

Acceptance Criteria: Completed interface specifications as approved by the Customer.



Deliverable Number:	9.3
Deliverable Name: Report Specifications	Phase: Phase 1, 2
Superion: Assist	Customer: Lead
Objective: Document the detailed requirements for Customer specific reports identified in the Report Scope Document (see Deliverable Number 7.3).	
Scope: Customer will document report requirements listed in the report scope document.	
Format: Microsoft Word or other agreed upon format	
Sample Outline: Document containing all: <ul style="list-style-type: none">• Design requirements• Data elements	
Notes / Expectations:	
Customer Role: Create and document the specifications or provide sample reports. Assign SMEs and technical resources to assist in defining the business requirements for reports.	
Superion Role: Work with Customer to outline the options for each report and advise on best practices for complying with the requirements.	
Acceptance Criteria: Completed reporting specifications as approved by the Customer.	

Deliverable Number:	9.4
Deliverable Name: Workflow Flowchart Specifications	Phase: 1, 2
Superion: Shared	Customer: Shared
Objective: Document the detailed requirements for all Workflow models identified in the Workflow Scope Document (see Deliverable Number 7.4).	
Scope: Customer will provide a flowchart designating the approval flow for each model and any other requirements to be considered. Superion will review each flowchart with the Customer to understand the desired outcome. Customer will modify the flowchart based on the review as needed.	
Format: Microsoft Word or Visio	
Sample Outline: Document will contain the following: <ul style="list-style-type: none"> • Design requirements • Approval roles and routing • Sample list of users who will be assigned to each approval role 	
Notes / Expectations: Each approval flow will be supported by a flowchart prior to building the workflow model(s).	
Customer Role: Assign SMEs and technical resources to create flowcharts that reflect the approval process for each workflow model and any other requirements to be considered. Superion will review each flowchart with the Customer to understand the desired outcome. Customer will modify the flowchart based on the review as needed. Final flowcharts will need to be reviewed by the PMT within 10 business days.	
Superion Role: Review workflow flowcharts prepared by Customer and advise on best practice for achieving the requirements.	
Acceptance Criteria: Completed workflow specifications as approved by the Customer.	

Deliverable Number:	9.5
Deliverable Name: Forms Specifications	Phase: 1, 2
Superion: Lead	Customer: Assist
Objective: Document the detailed requirements for all forms Superion has agreed to deliver as identified in the Forms Scope Document (See Deliverable Number 7.5).	
Scope: Superion will document all requirements for forms listed in the Forms Scope Document.	
Format: Microsoft Word	
Sample Outline: The Forms Specification document will contain the following: <ul style="list-style-type: none"> • Form with requirements (register, address, phone number) • Customer specific information (bank info, signatures etc.) 	
Notes / Expectations: Specifications will detail all changes to the standard forms.	
Customer Role: Document any changes to the form formats from the standard Superion forms (e.g. logo, address, MICR, possible column heading changes). Provide Customer specific information which include bank information, signatures formats, and all other requirements.	
Superion Role: Create the specifications. Work with Customer to outline the options for each form and advise on best practices for complying with the requirements.	
Acceptance Criteria: Completed Forms Specifications as approved by the Customer.	

10. Perform Data Conversion

Deliverable Number:	10
Deliverable Name: Perform Data Conversion	Phase: 1, 2
Superion: Lead	Customer: Assist
Objective: Conversion of data from legacy system to ONESolution.	
Scope: Perform data conversion outlined in the Data Conversion Scope (see Deliverable Number 7.1) and Specifications (see Deliverable Number 9.1) using Superion standard utilities or another technical method that is deemed to be more appropriate.	
Format: Data Conversion Utility or Program	
Sample Outline:	
<ul style="list-style-type: none"> • Standard Utility • Conversion program using another technical method (i.e. SQL) • Includes narrative instruction (if applicable) • Includes screen shots (if applicable) 	
Notes / Expectations: Successfully convert legacy data to ONESolution.	
Customer Role: Clean and extract data from legacy systems in required formats using standard utility. Run utilities or programs once training is completed by Superion. Perform data validation and testing on converted data.	
Superion Role: Using the standard conversion utilities or another technical method that may deem to be more appropriate, Superion will work with the Customer to format and map the data in Superion templates and complete the first uploads. Once initial data is validated, Superion will support the Customer in re-running the utility until data conversion is complete.	
Acceptance Criteria: All data has been converted and validated. Phase 1: Finance conversion successfully imported for each functional area identified in the Data Conversion Scope Document. Phase 2: the first HR/PY parallel is completed.	

11. Development Activities

Deliverable Number:	11.1
Deliverable Name: Interface Development	Phase: 1, 2
Superion: Lead	Customer: Assist
Objective: Develop interfaces based on the Interface Scope and Specifications document detailed for each Interface (See Deliverable Numbers 7.2 and 9.2).	
Scope: Develop and build the interfaces listed on the Interface Specifications Document. Interfaces will be built based on Superion standard utilities or developed using programming and web services as determined in the Interface Specifications Document and SOW requirements.	
Format: Utilities, web services, or custom programming	
Sample Outline: <ul style="list-style-type: none"> • Standard Utility • Interface program using another technical method (i.e. Web Services or Custom Program) • Includes narrative instruction (if applicable) • Includes screen shots (if applicable) • Testing 	
Notes / Expectations:	
Customer Role: Assign resources with expertise in third party application data and data mapping. Extract 3 rd party data if applicable. Lead data validation and testing. If web services are available from third parties, Customer is responsible for developing the calls to (connecting to the 3 rd party via APIs) and from Superion's application. Perform interface data validation and testing.	
Superion Role: Create interfaces based on the Interface Scope and Interface Specifications Documents. If an interface is to be created using standard utilities, Superion will work with the Customer to format, map the data in Superion templates and complete the first uploads. Once initial data is validated, Superion will support the Customer in re-running the utility. If an interface requires a custom program to be created, Superion will create, deliver and run the program. Once initial data is validated, Superion will train the Customer on running the program for future use and will support the Customer (i.e. update the program as required based on specifications) until final signoff.	
Acceptance Criteria: Interface programs created/developed, validated, and tested as approved by the Customer.	

Deliverable Number:	11.2
Deliverable Name: Report Development	Phase: 1, 2
Superion: Shared	Customer: Shared
Objective: Create reports outlined in the SOW and Report Scope and Specifications Documents (See Deliverable Numbers 7.3 and 9.3).	
Scope: Superion and the Customer will create reports identified in the SOW and Report Scope Document.	
Format: Superion Analytics powered by Cognos	
Sample Outline: <ul style="list-style-type: none"> • Create new or update Superion sample reports • Validate format and mapping • Validate data 	
Notes / Expectations: The expectation is that the Customer will create some reports after Customer staff has received training so they are able to create and maintain reports in the future. Reports will be prioritized in the Reporting Scope Document. Some reports may be developed after Go-Live based on priority, need and timing. This will require Customer's prior approval.	
Customer Role: Create reports assigned in the Reporting Scope Document and develop based on Report Specifications. Validate, test, and sign off on reports created by Customer and Superion.	
Superion Role: If Superion has included hours in the contract to develop reports, Superion will develop reports assigned in the Reporting Scope Document by priority and support the Customer report writers as they develop reports. Superion will only develop reports up to the contracted hours and amount. Superion will support the testing of reports and update reports based on testing results until final sign off.	
Acceptance Criteria: Reports delivered, validated/tested and approved by the Customer.	

Deliverable Number:	11.3
Deliverable Name: Workflow Development	Phase: 1, 2
Superion: Shared	Customer: Shared
Objective: Create Workflow models outlined in the SOW and the Workflow Scope and Specifications (See Deliverable Numbers 7.4 and 9.4).	
Scope: Superion and the Customer will create models identified in the SOW, the Workflow Scope and the Workflow Specification Documents.	
Format: Superion Workflow tool	
Sample Outline:	
<ul style="list-style-type: none"> • Develop Workflow Models • Provide business requirements and approval routing • Test and Validate models 	
Notes / Expectations: Superion will provide training to the Customer's IT personnel, after which the Customer's IT personnel will create some workflow models so they will be able to maintain, update and create new models in the future.	
Customer Role: With Superion's assistance, create models in accordance with the Workflow Scope Document by priority and develop based on Workflow Flowchart Specifications. Validate and test all models created by Customer and Superion.	
Superion Role: Create models assigned in the Workflow Scope Document by priority and support the Customer as they develop models. Support the testing of Workflow and update models based on testing results until Customer approves the end result.	
Acceptance Criteria: Workflow models delivered, validated, tested and approved by the Customer.	

Deliverable Number:	11.4
Deliverable Name: Forms Development	Phase: 1, 2
Superion: Lead	Customer: Assist
Objective: Create forms outlined in the SOW, the Forms Scope and the Forms Specification Documents (See Deliverable Numbers 7.5 and 9.5).	
Scope: Superion and the Customer to create forms identified in the SOW, the Forms Scope and the Forms Specification Documents.	
Format: Easy Laser Forms (ELF) or Superion Analytics	
Sample Outline: <ul style="list-style-type: none"> • Choose Forms and provide business requirements (bank routing, signatures, terms and conditions etc.) if applicable • Develop Forms • Test and validate forms 	
Notes / Expectations: Superion to create all ELF forms as the technology is not available for the Customer. If Superion Analytics is to be used for a form, then Deliverable 11.2 should be followed.	
Customer Role: Support and answer questions from Superion as forms are being developed based on specifications in the Forms Scope Document. Validate and test forms created by Customer and Superion.	
Superion Role: Create forms assigned in the Forms Scope Document. Support the testing of Forms and update forms based on testing results until final sign off.	
Acceptance Criteria: Forms delivered, validated, tested and approved by the Customer.	

12. Core Project Team Training

Deliverable Number:	12
Deliverable Name: Core Project Team Training	Phase: 1, 2
Superion: Lead	Customer: Assist
Objective: Superion will train the Core Project Team on all ONESolution processes outlined in the Core Project Team Training Plan.	
Scope: Superion to conduct classroom training for the Customer for each process identified in the training plan and the SOW.	
Format: Classroom Training	
Sample Outline: <ul style="list-style-type: none"> • Classroom Training • Guides (if applicable) 	
Notes / Expectations: Customer staff will attend training based on the Core Project Training Plan and the SOW. Completion of this training will allow the Customer to complete testing and final verification of ONESolution.	
Customer Role: Provide training facilities and assign appropriate staff to attend training. Attendees will actively participate in training in order to use the system for practicing, testing and going live.	
Superion Role: Superion to conduct training as outlined in the training plan.	
Acceptance Criteria: Training delivered and approved by the Customer.	

13. Core Project Team Process Testing

Deliverable Number:	13
Deliverable Name: Core Project Team Process Testing	Phase: 1, 2
Superion: Assist	Customer: Lead

Objective: Superion will train the Core Project Team on all ONESolution processes outlined in the Core Project Team Training Plan; Customer will immediately apply the training by entering actual work into ONESolution (e.g. minimum one hour per day). Customer will be able to complete testing and verification of ONESolution based on the training provided.

Customer will use the core processes and run tests in ONESolution based on the training provided. Entering actual daily Customer Data into ONESolution will help the Customer determine if there are situations that occur at the Customer site which were not addressed during training. This is targeted testing based on the actual business processes. Testing should result in questions and feedback from the Customer, which will be addressed by Superion in a timely manner.

Scope: Customer to conduct testing for each process identified in the training plan and the SOW.

Format: Testing scripts will be documented using Microsoft Word or Excel

Sample Outline: Testing which includes:

- Customer to complete Process testing for the full application of their daily operation. Modules will be tested using test scenarios that reflect the business processes of the Customer
- Results will be captured and tracked
- Feedback of process testing will be communicated to Superion

Notes / Expectations: Process testing to begin after Customer Core Project Team Training is complete. Entering actual work data into ONESolution will help the Customer determine if there are situations that occur at the Customer site which were not addressed during training.

Customer Role: Customer to develop test scenario and lead the testing process. Customer is responsible for confirming test results and resolution of exceptions.

Customer will also perform a functional gap analysis that compares the way ONESolution is configured with the functional requirements questionnaire responses from Superion as part of Superion's response to the Customer's RFP.

Superion Role: Superion to support Customer during testing.

Acceptance Criteria: ONESolution testing, including functional gap analysis, completed and approved by the Customer.

14. Customer Configuration Decision Document

Deliverable Number:	14
Deliverable Name: Customer Configuration Decision Document	Phase: 1, 2
Superion: Lead	Customer: Assist
Objective: Review, define and document all configuration and set up decisions.	

Scope: Superion will present configuration options to Customer based on business process decisions. This deliverable will document Customer configuration decisions. Superion will verify that all functional requirements identified during the business process review are included in the configuration document.

Format: Microsoft Word and Excel

Sample Outline: Document which includes:

- Business process documentation
- Set-up decisions and configuration per business process
- Definition of set up decisions (code tables, settings, configurations)
- Screen shots (if applicable)

Notes / Expectations: Superion will deliver a Draft report after setup is completed. The Customer will review the report and provide comments/questions. Superion will arrange a conference call to review the Customer's questions/comments. Superion will update the DRAFT document, as needed, after the conference call and provide the FINAL version. After delivery of the FINAL report, the Customer will continue to maintain this "living" document as changes may occur in the future.

Customer Role: Assign functional leads and SMEs to participate in configuration decisions. Make decisions as necessary on setup and configuration of ONESolution. Review DRAFT document. Provide feedback for discussion with Superion.

Superion Role: Create the Configuration Decision Document. Deliver DRAFT document to Customer. Review Customer's comments/questions and create FINAL document that reflects additions/changes from discussion with Customer. Deliver FINAL document to Customer.

Acceptance Criteria: A completed Configuration Decisions document for each process as defined in the SOW. Customer will provide final approval.

15. End User Training

Deliverable Number:	15.1
Deliverable Name: End User Training Plan	Phase: 1, 2
Superion: Shared	Customer: Shared

Objective: Create Training Plan for end users.

Scope: Superion and Customer will jointly create a plan for End User Training, which will include business processes that will be used by the end users to perform their day-to-day job for their respective departments.

Format: Microsoft Word or Excel

Sample Outline: Plan should include the following elements:

- Identify processes for which the end users will receive training (e.g. entering a purchasing requisition, initiating an approval workflow, for managers – how to approve a pending workflow, how to receive goods and services, how to perform 3-way matching, how to requisition inventory from the warehouse, how to prepare a budget transfer, how to perform inquiries and run reports, etc.)
- Identify type of training that will be used for each process (e.g. classroom training, video, documentation, open lab)
- Number of end users to be trained
- Instructors for all training
- Training Agendas, Materials and Guides to be created/modified and Project Team member responsible for each process.
- Creation of scenarios and data for training
- Training schedule and location
- Internal Customer communication to staff and scheduling internal classroom

Notes / Expectations: Classroom will not exceed 12 attendees.

Customer Role: Customer will jointly develop the End User Training Plan with Superion, provide training facilities (including availability of a projector, a printer and a scanner), identify Customer employees who need to be trained for each process, ensure employees are available for training, collect surveys to improve training, provide training registration tools (Excel and Calendars may be used), and provide guidance on the Superion-developed training materials and exercises.

Superion Role: Superion will lead the effort of creating End User Training documentation. Superion will jointly create the End User Training Plan with the Customer.

Acceptance Criteria: A completed End User Training Plan and provide “train the trainer” guidance to Customer. Customer will approve the Plan and the completed classes.

Deliverable Number:	15.2
Deliverable Name: End User Training / Material and Guides	Phase: 1, 2
Superion: Lead	Customer: Assist
Objective: Create end user guides, training materials and classroom exercises for end users.	
Scope: Superion will provide end user guides, training materials, and classroom exercises. Guides may be modified by Customer and Superion staff to reflect decisions made during implementation. These documents will be used for end user training, follow-up training for employees who change positions and for new employees. They will also be used as reference materials in the future.	
Format: Microsoft Word, PDF	
Sample Outline: Superion will provide the following: <ul style="list-style-type: none"> • Agendas for each End User training class (include 30 minutes to answer frequently asked questions that may come up during training) • End User Training guides, including narrative instructions • End User Training materials, customized to include screen shots, Customer's terminology, Customer's chart of accounts, Customer's business processes, etc.) • Create video content (if this is method of training) 	
Notes / Expectations:	
Customer Role: Review training documents produced by Superion. Provide guidance as needed.	
Superion Role: Develop agenda for each class, develop all training guides, materials and exercises.	
Acceptance Criteria: Completed agendas, End User Training Guides, End User Training Materials, and End User Exercises. Customer approval of all training documents.	

Deliverable Number:	15.3
Deliverable Name: End User Training	Phase: 1, 2
Superion: Lead	Customer: Assist
Objective: Train end users prior to going live on ONESolution.	

Scope: Superion will train end users 30-45 days before Go-Live according to the training plan.

Format: Classroom Training or other format designated by customer

Sample Outline: End User Training will include:

- Classroom training (the duration will depend on the number of attendees, availability of training facilities, number of decentralized processes, the ability to conduct concurrent training, etc.)
 - Training in classroom setting (if applicable)
 - Training to include instruction and hands-on practice
 - Customer will assign functional leads and SMEs during training to answer policy and other Customer-specific questions.
-

Notes / Expectations: It is recommended that Customer staff teach some of the training classes to reinforce their knowledge of ONESolution.

Customer Role: Provide support to Superion training staff during end user training.

Superion Role: Superion will conduct majority of the end user training with the understanding that some end user classes may be conducted by Customer personnel.

Acceptance Criteria: End user training completed and approved by the Customer. For those classes conducted by Superion, survey results will be shared to improve subsequent training performance.

16. Customer Testing

Deliverable Number:	16.1
Deliverable Name: Test Plans/Scripts	Phase: 1, 2
Superion: Assist	Customer: Lead

Objective: Develop test plans and scripts to be used during testing.

Scope: Create a test plan outlining how testing is to be achieved for each phase. The plan should include the types of testing, who is responsible for testing, how the results will be captured and how the exceptions will be resolved. Test scripts will be developed to reflect the business processes of the Customer.

Format: Microsoft Word and Excel

Sample Outline: Test plan and Scripts to include:

- Types of testing
- Schedule
- Who is responsible for testing
- How results will be captured
- How exceptions will be resolved
- Test scripts

Notes / Expectations:

Customer Role: Lead the development of the test plan which includes the types of tests to be conducted, who will be responsible for testing in for each functional area, how results will be captured and how exceptions will be resolve. The Customer will also lead the development and modification of test scripts.

Superion Role: Provide generic test scripts. Provide guidance to Customer during the testing processes.

Acceptance Criteria: A complete set of generic scripts from Superion which will be used by the Customer to develop Customer-specific scripts. Test plan and test scripts completed and approved by the Customer.

Deliverable Number:	16.2
Deliverable Name: Unit, Integration and Parallel Testing	Phase: 1, 2
Superion: Assist	Customer: Lead
Objective: Test ONESolution application.	
Scope: Unit, Integration and Parallel testing of ONESolution based on configuration, requirements, and Customer business processes.	
Format: ONESolution Testing	
Sample Outline: Unit, integration and Parallel Testing which includes: <ul style="list-style-type: none"> • Customer to complete Integration testing for the full application. Finance and Human Resources modules will be tested using scripted scenarios (e.g. enter a day's work for a particular process). Full parallel testing will take place for payroll modules (e.g. compare ONESolution payroll results with customer's legacy software). • Results will be captured and tracked • Exceptions will be resolved 	
Notes / Expectations: Unit, integration and parallel testing will take place after Customer Core Project Team Training Plan.	
Customer Role: Customer will define scenarios to be tested and actively lead in all areas of testing. Customer will be responsible for validating and verifying all final results. Customer will take the lead on a minimum of 3 full parallel payroll cycles or 6 parallel payroll periods.	
Superion Role: Superion will provide support to Customer during unit, integration and parallel testing.	
Acceptance Criteria: ONESolution unit, integration and parallel testing completed and approved by the Customer. Customer will ensure all exceptions/error messages/gaps have been addressed before sign off.	

Deliverable Number:	16.3
Deliverable Name: User Verification Testing (UVT)	Phase: 1, 2
Superion: Assist	Customer: Lead
Objective: Final user testing to confirm ONESolution operates as designed and is ready for Go-Live.	

Scope: Final pre go-live testing to be led by the Customer. This testing is to confirm ONESolution is Go-Live ready.

Format: Microsoft Word or Excel

Sample Outline: Test results should capture:

- Test ONESolution based on identified scenarios in test plan/scripts
- Ensure there are no functional gaps by comparing the way ONESolution is configured with the functional requirements questionnaire responses from Superion as part of Superion's response to the Customer's RFP
- Capture and document results
- Resolve all exceptions and gaps

Notes / Expectations: The Customer should assign department representatives to conduct user verification testing. Not all end users will necessarily need to be involved.

Customer Role: Assign resources to perform testing, capture results and work with Superion to resolve exceptions.

Superion Role: Support Customer during testing and troubleshoot/resolve issues should they arise.

Acceptance Criteria: User Verification testing completed and approved by Customer. Sign off will take place only if all exceptions have been satisfactorily resolved.

17. Go Live Cutover Plan

Deliverable Number:	17
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Deliverable Name: Go-Live Cutover Plan	Phase: 1, 2
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Superion: Lead	Customer: Assist
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Objective: Create a cutover plan, including a detailed Go-Live Checklist for each phase which details all tasks and activities that must be completed prior to and during cutover from the legacy applications to ONESolution.

Scope: The Cutover Plan details all tasks and activities which must be completed prior to going live on ONESolution for each phase.

Format: Microsoft Excel or Project

Sample Outline: Cutover Plan showing:

- Specific tasks/activities (Go-Live Checklist)
- Dependencies of tasks/activities
- Dates
- Resources
- Task pre-requisites
- Communication plan to stakeholders (this must be coordinated with the Change Management Team)
- Plan for resolution of critical issues

Notes / Expectations: Cutover Plan will be reviewed by the Superion and Customer project managers and the PMT on a weekly basis to determine status of activities. These reviews will begin 3 months prior to Go-Live. The plan will be updated as needed after each review.

Customer Role: Customer will collaborate with Superion in creating the plan. The Customer's SC will require 3 weeks to approve the plan.

Customer will work with its CMT to determine how to manage both the internal and the external communications process.

Superion Role: Lead the creation of the Cutover Plan. Monitor progress/status of Go-Live activities. Update the plan as needed.

Acceptance Criteria: A completed Cutover Plan, including a detailed Go-Live Checklist, as approved by the Customer's SC.

18. Go Live / Post Live

Deliverable Number:	18.1
Deliverable Name: Go-Live Declaration Letter	Phase: 1, 2
Superion: Lead	Customer: Assist

Objective: A Letter that indicates the Customer is live.

Scope: ONESolution meets all requirements of the Phase. Customer is utilizing ONESolution as the official book of record.

Format: Microsoft Word

Sample Outline: Letter which states that the Customer is live on ONESolution as its official book of record. There will be separate letters for Phases 1 and 2.

Notes / Expectations: Customer has processed on ONESolution and ONESolution is the official book of record.

Customer Role: The Customer's SC requires two weeks to validate system's readiness. After validation, the Customer's SC signs the Go-Live Declaration.

Superion Role: Provide Go-Live Declaration Letter to Customer 10 days prior to Go-Live on each phase.

Acceptance Criteria: System validation is completed, system meets functional requirements and Customer is utilizing ONESolution as its official book of record.

Deliverable Number:	18.2
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Deliverable Name: 60 Days Post-Live Support	Phase: 1, 2
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Superion: Lead	Customer: Assist
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Objective: Superior to support the Customer during the Go-Live and in the initial 60 days Post-Live. Customer will receive on-going support from Superior's Customer Support during Post-Live as well as once the implementation has been completed.

Scope: Superior will provide support to the Customer after achieving the Go-Live. Superior will assist with additional training, issue resolution, and refining system set up as necessary. This includes all in-scope products included in this SOW.

Format: None

Sample Outline: Superior to provide the following services during Go-Live / Post-Live:

- Support users
- Issue resolution
- Support for all areas of the ONESolution application included in this SOW

Notes / Expectations: Superior support will consist of Consultant (up to 60 days after Go-Live) and Customer Support (on-going support) assistance.

Customer Role: Customer to use ONESolution in a "live" environment and work with Superior to resolve any issues that may arise.

Superion Role: Superior to provide support as outlined in the cutover plan. Superior will have staff on-site during the actual Go-Live and Post-Live as outlined in the plan.

Acceptance Criteria: System validation is completed and the Customer has gone live and is using ONESolution as its official book of record.

19. Project Close Out

Deliverable Number:	19
Deliverable Name: Project Close Out	Phase: 1, 2
Superion: Lead	Customer: Assist

Objective: A report to summarize the Project and indicate that the project is complete.

Scope\ Expectations: A Project Closure Report will be completed by Superion prior to the completion of the Project. The report will be delivered to Customer for review and approval. This should be no later than 60 days after Phase 2 Go-Live.

Format: Microsoft Word

Sample Outline: Report will include:

- Project Summary
- Project Team and Staffing
- Project Schedule
- Project Implementation
- Project Costs
- Transition to Operations
- Superion Follow-up
- Superion will provide recommendations on software upgrade timing for the Customer

Notes / Expectations: A Project Closure Report will be completed by Superion and reviewed by Customer prior to the completion of Project. This should be no later than 60 days after Phase 2 Go-Live.

Customer Role: Customer will review Draft Report from Superion and provide comments; Superion and Customer will agree on Final Report; Customer will sign Final Report.

Superion Role: Superion will deliver a draft report to Customer; Superion will incorporate comments and other feedback from Customer and deliver the Final Report.

Acceptance Criteria:

Project closeout completed and approved by the Customer. Customer is live in production. All milestones and deliverables have been implemented based on the SOW and there are no pending urgent and or critical issues according to Exhibit 2 and any non-critical and minor issues have an approved resolution plan and timeline approved by both Superion and Customer. Payment of this milestone will not be restricted based on items scheduled to be completed post go-live (CAFR, Budget Book, Fiscal Year End processing, e.g.).

8. Appendix 2

8.1 CAFR Constructor

Superion will lead the creation of the CAFR during the first year the Customer is live on ONESolution Financials and train the Customer to prepare the document in subsequent years. Superion is responsible for training the Customer on the technical tools necessary for the Customer to produce its CAFR. The Customer is responsible for all content.

Content and Services by Section:

1. Cover page, table of contents and general layout
 - a. Superion will prepare this section with the client for the first year's document
 - b. Superion will provide training to the client for subsequent years for:
 - i. Generating the table of contents
 - ii. Applying general formatting in the document
2. Introductory section
 - a. Superion will prepare this section with the client for the first year's document
 - b. Superion will provide training to the client for subsequent years for:
 - i. Setting up and maintaining items within this section
3. Report of the independent auditor
 - a. Superion will prepare this section with the client for the first year's document
 - b. Superion will provide training to the client for subsequent years for:
 - i. Setting up and maintaining items within this section
4. Management's discussion and analysis (MD&A)
 - a. Layout and content for the cover will be provided by the Customer, preferably in Microsoft Word or Adobe PDF format
 - b. Superion will prepare this section with the client for the first year's document
 - c. Superion will provide training to the client for subsequent years for:
 - i. Setting up and maintaining items within this section
 - ii. NOTE: Much of the content in the MD&A relies heavily on information in other portions of the document; it is highly advised to complete the remainder of the document before completing the MD&A
5. Basic financial statements
 - a. Superion will prepare this section with the client for the first year's document
 - b. Superion will provide training for the use of variables to integrate these balances into the various documents of the CAFR.
 - c. Superion will review proper setup of background parts in general ledger keys and objects to allow for correct aggregations in the statements
 - d. The Customer will assist Superion in identifying the setup of background parts in general ledger keys and objects to allow for correct aggregation in the statements

- e. Superior, using the provided information, will produce the following statements (including the reconciliation schedules):
 - i. Government-wide statement of net position
 - ii. Government-wide statement of activities
- 6. Governmental fund financial statements
 - a. Superior will prepare this section with the client for the first year's document
 - b. Superior will provide training for the use of variables to integrate these balances into the various documents of the CAFR.
 - c. Superior will review proper setup of background parts in general ledger keys and objects to allow for correct aggregations in the statements
 - d. The Customer will assist Superior in identifying the setup of background parts in general ledger keys and objects to allow for correct aggregation in the statements
 - e. Superior, using the provided information, will produce the following statements:
 - i. Balance sheet – governmental funds
 - ii. Statement of revenues, expenditures, & changes in fund balance governmental funds
 - iii. Statement of cash flows (may require additional Customer involvement)
 - iv. Statement of fiduciary net position
 - v. Statement of revenues, expenditures, and changes in fund balance – budget to actual – General Fund and major special revenue funds
- 7. Proprietary fund financial statements
 - a. Superior will prepare this section with the client for the first year's document
 - b. Superior will provide training for the use of variables to integrate these balances into the various documents of the CAFR.
 - c. Superior will review proper setup of background parts in general ledger keys and objects to allow for correct aggregations in the statements
 - d. The Customer will assist Superior in identifying the setup of background parts in general ledger keys and objects to allow for correct aggregation in the statements
 - e. Superior, using the provided information, will produce the following statements:
 - i. Statement of fund net position/ balance sheet – proprietary funds.
 - ii. Statement of revenue, expenditure, changes in fund balance/equity proprietary funds.
 - iii. Statement of cash flows – proprietary funds.
- 8. Private purpose trust fund financial statements
 - a. Superior will prepare this section with the client for the first year's document
 - b. Superior will provide training for the use of variables to integrate these balances into the various documents of the CAFR.
 - c. Superior will review proper setup of background parts in general ledger keys and objects to allow for correct aggregations in the statements

- d. The Customer will assist Superior in identifying the setup of background parts in general ledger keys and objects to allow for correct aggregation in the statements
- e. Superior, using the provided information, will produce the following statements:
 - i. Statement of fiduciary net position
 - ii. Statement of changes in fiduciary net position
- 9. Notes to the financial statements and unaudited statements
 - a. Superior will provide training and assistance to complete the footnote disclosures.
 - b. Superior will prepare this section with the client for the first year's document:
 - i. Schedule of Changes in the Net Pension Liability and Related Ratios – Agent Multiple Employer Defined Benefit Pension Plans
 - ii. Schedule of Contributions – Agent Multiple Employer Defined Benefit Pension Plans
 - iii. Schedule of Funding Progress - Postemployment Benefits
 - iv. Budgetary Comparison Schedules:
 - 1. General Fund
 - 2. Home Grant Special Revenue Fund
 - v. Other Supplementary Information
 - 1. Combining Balance Sheet
 - 2. Combining Statement of Revenues, Expenditures and Changes in Fund Balances
 - 3. Schedules of Revenues, Expenditures and Changes in Fund Balance Budget and Actual:
 - a. Public Safety Special Revenue Fund
 - b. State Gas Tax Special Revenue Fund
 - c. Golf Course Special Revenue Fund
 - d. Self-Supporting Revenue Special Revenue Fund
 - e. Developer Fees Special Revenue Fund
 - f. Garden Grove Cable Special Revenue Fund
 - g. Street Lighting Special Revenue Fund
 - h. Park Maintenance Special Revenue Fund
 - i. Main Street District Special Revenue Fund
 - j. Air Quality Improvement Special Revenue Fund
 - k. Other Grants and Contributions Special Revenue Fund
 - l. Garden Grove Tourism Improvement District Special Revenue Fund
 - m. Street Rehabilitation Special Revenue Fund
 - n. Housing Successor Agency Capital Projects Fund
 - o. Housing Authority Asset Capital Projects Fund
 - p. Public Safety Capital Projects Fund
 - 4. Internal Service Funds:

- a. Combining Statement of Net Position
- b. Combining Statement of Revenues, Expenses and Changes in Fund Net Position
- c. Combining Statement of Cash Flows
- 5. Statistical Section

Assumptions:

- a) Layout and content will be provided by the Customer for all sections
- b) CAFR creation requires data to be pulled into CDM through use of Cognos BI or ODBC connections. Superion will make recommendations how to best extract data into CDM & the Customer is responsible for doing the data extraction & creating the data sources to produce the CAFR.
- c) Superion is responsible for training the Customer on the tools necessary to product the CAFR.
- d) Customer is responsible for producing the data and creating the narrative component for their CAFR.
- e) Customer is responsible for validating both the data and narrative components of the CAFR with support from Superion.

8.2 Budget Book

Superion will lead the creation of a Budget Book during the first year the Customer is live on ONESolution Financials and train the customer to prepare the document in subsequent years. Superion is responsible for training the Customer on the technical tools necessary for the Customer to produce their Budget Book. The Customer is responsible for all content.

Content and Services by Section:

- 1) Organizational Mission, Vision and Guiding Principles
- 2) Organizational Goals
- 3) Customer Organization Chart
- 4) Budget Summaries
 - a) Revenue Summary
 - b) Budget Summary and Prior Year Comparison
 - c) Sources and Uses of Funds
 - d) Operational Budgets by Department - Department Summary
 - e) Sixteenth Year Depreciation of Customer's Infrastructure
- 5) Departmental Budgets
 - a) Introduction
 - b) City Manager's Office
 - c) Community & Economic Development Department
 - d) Community Services Department

- e) Finance Department
- f) Fire Department
- g) Human Resources Department
- h) Information Technology Department
- i) Police Department
- j) Public Works Department
- k) City Attorney's Office
- 6) Special Budgets
 - a) Special Assessments
 - b) Community Development Block Grant Budget
- 7) Water Supply Budget
 - a) Water System History
 - b) Principles and Issues
 - c) Water Services Budget
 - d) Water Capital Projects
 - e) Major Water Capital Improvements
 - f) Water Services Replacement Program
 - g) Water Cost Factor
- 8) Successor Agency to the Garden Grove Agency for Community Development
 - a) Description and Objectives
 - b) Budget Analysis
 - c) Analysis of Successor Agency Administrative Allowance Packages
 - d) Adopted Recognized Obligation Payment Schedule (ROPS)
- 9) Housing Authority
 - a) Description and Objectives
 - b) Housing Authority Budget
- 10) Sanitary District
 - a) History
 - b) Principles and Issues
 - c) Sewer Budget
 - d) Sewer Capital Improvements
 - e) Sewer Capital Projects
 - f) Sewer Replacement Program
 - g) Solid Waste Budget
- 11) Cable Corporation
 - a) Description
 - b) Cable Corporation Adopted Budget
- 12) Capital Improvements, Projects and Facilities Maintenance Plans
 - a) Introduction
 - b) Capital Improvements
- 13) Statistics and Revenue Expenditure Analysis
 - a) General Statistics
 - b) Labor Usage by Department

- c) Listing of New and Deleted Positions
- d) Five-Year Revenue Summary
- e) Five-Year Operating Expenditures Summary
- 14) Five Year Forecast
 - a) Introduction
 - b) Five-Year Revenue Projection
 - c) Five-Year Expenditure Projection
 - d) Five-Year Labor Usage Projection
 - e) Projected Sources and Uses of Funds – Basic
 - f) Projected Sources and Uses of Funds - Grant Services
 - g) Projected Sources and Uses of Funds - Special Assessments
 - h) Projected Sources and Uses of Funds - Water Enterprises
 - i) Projected Sources and Uses of Funds - Successor Agency
 - j) Projected Sources and Uses of Funds - Cable Corporation
 - k) Projected Sources and Uses of Funds - Housing Authority
 - l) Projected Sources and Uses of Funds - Sanitary District - Sewer
 - m) Projected Sources and Uses of Funds - Sanitary District – Solid Waste
- 15) Five-Year Capital Improvements and Facilities Maintenance Plans
 - a) Introduction
 - b) Capital Improvements - Community Services
 - c) Capital Improvements - Community & Economic Development
 - d) Capital Improvements - Public Works - Engineering
 - e) Capital Improvements - Public Works – Sewer
 - f) Capital Improvements - Public Works – Water
 - g) Facilities Maintenance Plan

Assumptions:

- a) Budget Book creation requires data sources to be pulled into CDM through use of Cognos BI or ODBC connections. Superior will make recommendations as to how to best extract data into CDM and the Customer is responsible for doing the data extraction and creating the data sources to produce the Budget Book.
- b) Layout and content will be provided by the Customer for all sections.
- c) Superior is responsible for training the Customer on the tools necessary to produce the Budget Book.
- d) Customer is responsible for producing the data and creating the narrative component for their Budget Book.
- e) Customer is responsible for validating both the data and narrative components of the Budget Book with support from Superior.

9. Appendix 3 – Sample Documents

9.1 Monthly Status Report Sample

The Customer and Superion will use the following sample outline for monthly project status reporting. The outline may be modified during the project if agreed upon by both parties.

Sample starting on next page.

Project:	[Customer Name] – ONESolution Implementation
Date:	MM/DD/YYYY
Reporting Period:	MM/DD/YYYY – MM/DD/YYYY
Prepared By:	[Superion Project Manager Name, Title] – Superion

Key:

Green	No risk perceived or on track/completed
Yellow	Issues to be aware of or outstanding work to be completed
Red	Major Issues or Past Due
Blue	Not commenced

Project Status Summary

Phase	Description	Comments/Notes
All	Project Management	
All	Change Management	
All	Project Deliverables	
All	Business Process / Analysis	
All	Configuration	
1	Data Conversion – Superion side	
2		
1	Data Conversion – Client side	
2		
1	Interfaces – Superion side	
2		
1	Interfaces – Client side	
2		
1	Workflows	
2		
1	Training	
2		
All	Technology/Hardware/ Software Updates	
1	Security	
2		

Milestones

#	Description	Target Date	Comments/Progress
	Phase 1		
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Phase 2		
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Major Decisions Made

#	Description	Date of Decision	Comments/Progress
	Phase 1		
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Phase 2		
11			
12			



SUPERION

#	Description	Date of Decision	Comments/Progress
13			
14			
15			
16			
17			
18			
19			
20			

Budget to Actual Summary

	Service Description	Budget	Actual
	Project Management		
	Will add additional.....		

Critical Open Items

	Description	Comments

Upcoming Activities

[illegible]

Major Upcoming Decisions

#	Description	Target Date	Comments/Progress
	Phase 1		
1			
2			
3			

#	Description	Target Date	Comments/Progress
4			
5			
6			
7			
8			
9			
10			
	Phase 2		
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Risk/Issues

Risk/Issues	Mitigation

9.2 Sample Milestone and/or Deliverable Acceptance form

The Customer and Superion will use the following sample outline for milestone and deliverable sign off. The outline may be modified during the project if agreed upon by both parties.

Sample starting on next page.

Milestone and/or Deliverable Acceptance

Date: [Current Date]

Contract Number:		Customer:	
Customer PM:		Superion PM:	

Receipt of this Sign-Off document requires that within (X) business days, [Customer Name] will
 (a) provide written sign-off in the Milestone/Deliverable Acceptance document and return it to the Superion Project Manager; or

(b) detail in the Milestone/Deliverable Acceptance document the Deficiencies with the item at issue as to why Superion has not met the responsibilities described in the Statement of Work and/or applicable Specification in connection with the Deliverable at issue, and return the Milestone/Deliverable Acceptance Document to the Superion Project Manager.

If Superion identifies Deficiencies that remain to be completed, Superion will resolve the Deficiencies in a manner that meets its obligations under the Statement of Work and/or applicable Specification. Upon such re-delivery, the parties will engage in the foregoing process until sign-off has occurred.

Notwithstanding the above, sign-off with respect to any item requiring such sign-off will be deemed to have occurred if Customer does not notify Superion in writing of deficiencies within (X) business days after delivery of the item or written notification that a particular item is ready for its review.

Milestone#	Amount (if applicable)	Deliverable#	Description	Approval Due By	Approver Initials

Customer feedback if not accepted:	
Milestone #:	Comments

By the signatures of their duly authorized representatives below, [Customer Name] agrees that Superion has successfully delivered the contract milestones listed above, thus approving billing thereof.

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

9.3 Sample Change Order/Change Request Document

The Customer and Superior will use the following sample change order document during the project. The outline may be modified during the project if agreed upon by both parties.

Sample starting on next page.

Contract Change Request

Customer:

Superion Project Manager:

Superion Account
Executive:

Customer Contact:

Name

Title

Address

Email

Phone

Fax

PRODUCTS/SERVICES DELETED: The following have been requested to be terminated or deleted. An amendment will be required.

Qty	Item #	Superion Applications, Hardware, 3 rd Party Software, Services.	Customer # Contract / Quote #	Reason for Request	Date

PRODUCTS /SERVICES ADDED: The following have been requested to be added: (please include Quote showing descriptions, pricing). An Amendment, Add-Quote or Supplement will be required.

Qty	Item #	Superion Applications, Hardware, 3 rd Party Software, Services	Agreement/ Quote #	Reason for Request	Date

ALL CREDITS WILL BE APPLIED TO FUTURE LICENSED PROGRAMS ONLY.

For Finance Use Only: Finance Amendment Information Form (To be completed by Finance for approvals)

Qty	Licensed Program(s)/ Services:	Billed	Paid	Recognized	Revenue Hit	Finance Contact

--	--	--	--	--	--	--

ADDITIONAL COMMENTS:

--

Superion Approval				
	Vice President	Director of Services	Accounting	Contracts Services

ADDITIONAL COMMENTS:

--

Customer Approval			
	Quality Assurance Team	Project Manager	Functional Lead

Authorization: Note, the signature block below is applicable only when a formal Amendment is not required.

This Change Order is considered valid once both parties have signed this document. Its effective date shall be the most recent date of the two signatures.

Customer Authorized Signature			
Superion Project Manager			
	Printed Name	Signature	Date

10. Appendix 4 - Reports

The following list of reports are expected to be developed by Superion as part of this project. Superion reviewed the reports based on samples given and has provided their best estimate. Superion has provided 900 hours to be billed as incurred to develop the reports.

Hours Estimates indicates the number of development hours estimated to create and complete the corresponding report. This does not include research or documentation. Assumptions: All data items are available as shown in the sample reports. Data item location will be provided/understood prior to development commencing. Calculations needed will be discussed and understood prior to development commencing. Prompts, filters and report features will be discussed and understood prior to development commencing. Report request forms are available to begin this process between the requestor and developer.

Report Name	Hrs. Est.	Reporting Tool	Comments
Payroll Reports			
Summary of Payroll hrs.	6	Superion Analytics	
Sick Leave & Family Sick Leave	4	Superion Analytics	
Vacation & Administrative Vacation Leave	2	Superion Analytics	
Administrative Leave	2	Superion Analytics	
Alphabetical Employee List	4	Superion Analytics	
Employee List Police Dept. Only	0	Superion Analytics	This is a subset of the Alphabetical Employee List, if that report is designed with a dept. prompt this report will not need to be separate but will be a run option of the main report
Authorized Position List	6	Superion Analytics	
Combined Health Appeal Deductions	4	Superion Analytics	Modify name to be more inclusive of other options

Credit Union Deductions	0	Superion Analytics	Design Combined Health Appeal Deductions to prompt on OTHERDED Type and this report will not need to be a separate report.
EE Association	0	Superion Analytics	Design Combined Health Appeal Deductions to prompt on OTHERDED Type and this report will not need to be a separate report.
EE League	0	Superion Analytics	Design Combined Health Appeal Deductions to prompt on OTHERDED Type and this report will not need to be a separate report.
EMP League	0	Superion Analytics	Design Combined Health Appeal Deductions to prompt on OTHERDED Type and this report will not need to be a separate report.
Employee Association	0	Superion Analytics	Design Combined Health Appeal Deductions to prompt on OTHERDED Type and this report will not need to be a separate report.
Fire Association	0	Superion Analytics	Design Combined Health Appeal Deductions to prompt on OTHERDED Type and this report will not need to be a separate report.
Police Association	0	Superion Analytics	Design Combined Health Appeal Deductions to prompt on OTHERDED Type and this report will not need to be a separate report.
Police Political Action Contribution List	0	Superion Analytics	Design Combined Health Appeal Deductions to prompt on OTHERDED Type and this report will not need to be a separate report.

Prepaid Legal Deductions	0	Superion Analytics	Design Combined Health Appeal Deductions to prompt on OTHERDED Type and this report will not need to be a separate report.
Credit Union List by Account	2	Superion Analytics	
Credit Union List by Division	4	Superion Analytics	
Deferred Comp	4	Superion Analytics	
EE Benefit Fund	8	Superion Analytics	
EE Earnings Exceeding 46.25	2	Superion Analytics	
Employee Holiday Hours	2	Superion Analytics	
Employees With Education Pay by Dept.	2	Superion Analytics	
GJE	2	Superion Analytics	
Grant Labor Expenses Detail	8	Superion Analytics	
Holiday Hours YTD Used Detail by Employee	6	Superion Analytics	
Holiday Hours YTD Used Summary by Employee	0	Superion Analytics	Design Holiday Hours YTD Used report to prompt for Detail or Summary rather than develop two separate reports.
Payroll Expense Balance Detail	16	Superion Analytics	Balance should be a "sub-report" of Detail generated through prompt selection (Detail/Summary)
Payroll Expense Balance	0	Superion Analytics	
Leave Without Pay	4	Superion Analytics	
Pay Details	20	Superion Analytics	



Payback Payoff	4	Superion Analytics	
Paybacks	4	Superion Analytics	
Payroll Balance	20	Superion Analytics	
Payroll Control Sheet	4	Superion Analytics	
Payroll Direct Deposit	4	Superion Analytics	
Payroll Deduction Checks	6	Superion Analytics	
New Hires	0	Superion Analytics	California New Hire Report is included in base content starting with v18.1
Payroll Industrial Accident Hours	4	Superion Analytics	
Payroll Salary Edit	4	Superion Analytics	
Payroll Pre-note	4	Superion Analytics	
Payroll Register	8	Superion Analytics	
Payroll Retirement Balance Listing	6	Superion Analytics	
Payroll Sick Leave Additions	4	Superion Analytics	
Payroll Sick Leave Loss	4	Superion Analytics	
Payroll Warrant Register	8	Superion Analytics	
Payroll Register YTD Hours	8	Superion Analytics	
Payroll Register YTD Earnings and Withholding	8	Superion Analytics	
Police Overtime Summary	8	Superion Analytics	

Police Overtime by Package	8	Superion Analytics	
Police Dept. Terminated Employees	4	Superion Analytics	
Part Time Employee List	6	Superion Analytics	
Credit Union List by Division	6	Superion Analytics	Design single report to provide output by Division or Account depending on prompt selection by user
Credit Union List by Account	0	Superion Analytics	
State of California PERS	16	Superion Analytics	
Vac-Pos Update List for Controller	6	Superion Analytics	
Whole Life Deduction	4	Superion Analytics	
Workers Comp Calc for Pay Period	8	Superion Analytics	
<u>Payroll Reports Estimate</u>	<u>274</u>		
<u>Accounting Reports</u>			
36.41 REAC & VMS Reporting	CAFR	CDM	
VMS & REAC Summary	CAFR	CDM	
Balance Sheet	CAFR	CDM	
Monthly Income Statement	CAFR	CDM	
REAC Income Statement Split	CAFR	CDM	
REAC Balance Sheet Split	CAFR	CDM	
VMS Coding Tables	CAFR	CDM	
VMS Housing Authority	32	Superion Analytics	
GG SCR Final City	16	Superion Analytics	
GG PFA SCR	24	Superion Analytics	
GG Streets Annual Report	24	Superion Analytics	
Compensation Report	16	Superion Analytics	

GG PPA	24	Superion Analytics	
Capital Assets - CIP	8	Superion Analytics	
MOE -OCTA and SB 1	16	Superion Analytics	
interest Allocations	6	Superion Analytics	
TPC & VBC Monthly Report	16	Superion Analytics	
Rev List	8	Superion Analytics	
<u>Accounting Reports Estimate</u>	<u>190</u>		
<u>High Priority HR Reports</u>			
Payroll Salary Edit	4	Superion Analytics	
Part Time Payroll Salary Edit	0	Superion Analytics	Same report as Payroll Salary Edit with filter applied for part time. Combine and prompt.
Authorized Position List	6	Superion Analytics	
PT Benefited Authorized Positions	6	Superion Analytics	
PERS Health Benefits Plan Enrollment	32	Superion Analytics	
PAF from Dept.	16	Superion Analytics	Personnel Action Form, highly formatted but not an official form replication. Visually the only difference between these is the report heading that can be dynamic based on a prompt selection. Suggest combining
PAF from HR		Superion Analytics	
FT Pay Rate Schedule	4	Superion Analytics	
PT Pay Rate Schedule	4	Superion Analytics	

PINK	12	Superion Analytics	
<u>High Priority HR Reports Estimate</u>	<u>84</u>		
<u>Med Priority HR Reports</u>			
Assignment Pay Tracking Log	12	Superion Analytics	
EE's Enrolled in City Paid Life Ins	4	Superion Analytics	
EE's Enrolled in Vol Addl Life Ins	4	Superion Analytics	
EE's Enrolled in Vol Whole Life Ins	4	Superion Analytics	
PERF Evaluation Forms	20	Superion Analytics	
Vacation Time Lost	4	Superion Analytics	
PT Merit Increase Eligibility	4	Superion Analytics	
PT Hours Tracking	4	Superion Analytics	
EE's Enrolled in Personal Health	4	Superion Analytics	Review base report Employee CDH Assignments. This report lists employees and their benefit assignments, CDH can be selected on prompt page limiting results to Health, Dental, Vision, Etc. If this report will meet the requirements, then no development time will be needed. If not, combine these reports into a single prompted report.
EE's Enrolled in Disability Plans	0	Superion Analytics	
EE's Enrolled in Dental Plans	0	Superion Analytics	
EE's Enrolled in Vision Plans	0	Superion Analytics	
<u>Med Priority HR Reports Estimates</u>	<u>60</u>		
<u>Low Priority HR Reports</u>			
Industrial Accident Hours	4	Superion Analytics	
Leave Without Pay	4	Superion Analytics	

Life Insurance Update	4	Superion Analytics	
Alphabetical Employee List	4	Superion Analytics	
Part Time Employee List	6	Superion Analytics	
Personnel Transaction Log		Superion Analytics	
New Hires	4	Superion Analytics	
Promotions	4	Superion Analytics	
PERS Transactions	4	Superion Analytics	
Terminations	4	Superion Analytics	
Retirement NonSafety	4	Superion Analytics	Same report with filter applied.
Retirement Safety	0	Superion Analytics	
Bilingual Testing Request Form	4	Superion Analytics	
DL Renewal and Private Vehicle Auth	4	Superion Analytics	
<u>Low Priority HR Reports Estimate</u>	<u>50</u>		
<u>Other HR Reports</u>			
Part-Time Hours Tracking	16	Superion Analytics	
Part-Time Authorized Position List	16	Superion Analytics	
Part Time Merit Increase Notice; Part Time Benefited Pass Probation; Part Time Annual Performance Evaluation	16	Superion Analytics	
Assignment Pay Tracking Log	16	Superion Analytics	
Acting Assignment Tracking Log	16	Superion Analytics	

<u>Other HR Reports Estimate</u>	<u>80</u>		
<u>Purchasing Reports</u>			
Back Ordered Inventory Items	16	Superion Analytics	
Past Due POs	16	Superion Analytics	
(Vendor) Insurance Expiration Dates - Contracts and Special Permits	16	Superion Analytics	
PO Spending Report (YTD)	16	Superion Analytics	
YTD Spending per Vendor with and without a PO	16	Superion Analytics	
Warehouse - Annual Physical Inventory	16	Superion Analytics	
Warehouse - Adjustment Report	16	Superion Analytics	
Warehouse - Activity/Spending Report by Department and Fund and Package	16	Superion Analytics	
Warehouse - Back Order Report	16	Superion Analytics	
Warehouse - Receiving Report	16	Superion Analytics	
Warehouse - Cycle Count Reports	16	Superion Analytics	
Warehouse - Min Max Report	16	Superion Analytics	
Warehouse - Month End Reports	16	Superion Analytics	
Warehouse - Item History Report (by PO, Date, Quantity, etc.)	16	Superion Analytics	
YTD spending per Contract	16	Superion Analytics	
<u>Purchasing Reports Estimate</u>	<u>240</u>		
<u>Other Reports</u>			
IDIS Draw Report		Superion Analytics	



Activity Performance Report		Superion Analytics	
Fire Dept. Expense Detail by Package		Superion Analytics	
Fire Dept. Expense Statement by Package		Superion Analytics	
Fire Dept. Labor Distribution By Package		Superion Analytics	
Fire Dept. Vehicle Rental by Department		Superion Analytics	
Fire Permits		Superion Analytics	
Fire Plan Check Fee		Superion Analytics	
OES Fire Reimburse		Superion Analytics	
Paramedic Personnel Reimburse		Superion Analytics	
Medical Supply Reimburse		Superion Analytics	
Non-Residential Ambulance Reimburse		Superion Analytics	
Expense/Revenue File		Superion Analytics	
Summary of Payroll Hours		Superion Analytics	
Sanitation District Monthly Report		Superion Analytics	
Fund 533 - Downtown Commission Monthly report		Superion Analytics	
Fund 086 Citywide Park Fees Monthly Report		Superion Analytics	
Fund 081 Park Fees Monthly Report		Superion Analytics	
AUTHORIZED POSITION LIST		Superion Analytics	
<u>Total for Other Reports Estimates</u>	<u>200</u>		

EXHIBIT 8

CryWolf Specifications



CRYWOLF FALSE ALARM MANAGEMENT SYSTEM IMPLEMENTATION

STATEMENT OF WORK

PREPARED FOR:

Garden Grove, California

July 5, 2018

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Appendix A: Recommended Minimum Hardware Specifications

Appendix B: Training Session Descriptions

Appendix C: CAD Data Field List

1. Project Summary

This CryWolf False Alarm Management Software project is a joint effort between Superion and the City of Garden Grove ("Customer"). Superion will supply, configure and install the CryWolf False Alarm Management software and appropriate licenses. Superion will provide the Spillman CAD extraction software to extract the false alarm data for processing in CryWolf. Superion will prepare the CryWolf data export function to produce daily files of alarm status and permit information, e.g. alarm company, alarm subscriber and contact data, which will be imported into Customer's Spillman CAD using the permit import software acquired by Customer from the Spillman CAD vendor. Any cost required by the Spillman CAD vendor for the purchase, license, implementation or support of this Spillman CAD interface software is not included in this quote.

Customer will be responsible for providing all necessary computer hardware, operating system software and database (MS SQL Server) software, system administration personnel, and post-installation system backup and recovery services.

1.1 Project Assumptions

Superion pricing is based on the following parameters and assumptions:

1. Pricing includes Two (2) Full CryWolf Software Licenses and CryWolf Web Pages with CryWolf supported payment portal.
2. Pricing includes the following training sessions. Please refer to Appendix B for a complete description of each training session.
 - one (1) Administrator Training Session
 - one (1) End User/Operator Training Session
 - one (1) Web Page Training Session
3. Premise Data Import estimated to be approximately 10,000 registered permit records together with 10,000 account balances (balance forward) and one year of historical alarm incident records. Data will be provided by Customer to CryWolf in MS Excel layout and formats to be provided by Superion.
4. Superion will provide the Spillman CAD extraction software to extract the false alarm data for processing in CryWolf. Superion will also configure a permit export file from CryWolf of permit data that Customer can import into the Spillman CAD system. Customer will need to acquire from the Spillman CAD vendor the permit import interface software from Spillman. Any cost required by Spillman for the purchase, license, implementation or support of this Spillman CAD interface software is the Customer's responsibility and is not included in this quote.
5. Customer will choose a CryWolf supported online payment vendor whose interface and approach is currently supported by CryWolf to accept payments from the CryWolf Citizen Facing Web Portal. Online payments will be subject to transaction fees charged directly to Customer by the credit card processor.

2. Deliverables

This section defines the specific services that Superion will provide to Customer as part of the False Alarm Management System project. These services will be provided directly and managed by Superion.

Superion assumes full responsibility for all deliverables that it proposes to provide and will be the single point of contact for Customer. Superion is only responsible for providing the products and services described in this section. The project will be divided into the following phases: Project Planning; CAD Interface and Data Conversion; Installation, Training and Go-Live Preparation; and Post-Implementation Support.

The project will be considered successfully completed when all deliverables have been provided and accepted by Customer as evidenced by live system operation by Customer.

2.1 Project Planning

Deliverable: Final Project Plan and Schedule

Target Schedule: 1 – 2 Weeks

The objective of Project Planning is to define clear requirements and set realistic goals; to establish a methodology for effective communication during the project; and to respond to changes quickly so that the project is completed on time, on budget and according to specifications. Project planning and management will be an integral part of this project. The planning process began during the proposal phase and continues throughout the project.

The Superion project manager will discuss with the Customer project manager the following items as part of the project planning process and in preparation of the final Project Plan and Schedule.

- Establish roles and responsibilities of key personnel
- Establish a clear chain of communications
- Review and confirm overall project scope, objectives and approach
- Review and confirm the overall plan of action and expected results (deliverables)
- Identify overall project constraints, priorities and risks
- Review and confirm overall project schedule
- Review and confirm resource and scheduling requirements
- Determine the agency servers on which the database and web pages will be installed
- Review and confirm data conversion requirements
- Discuss any technical issues concerning possible data conversion

2.2 CAD Alarm Incident File Interface, and Historical Permit Data Import

Deliverable: Spillman CAD Bi-directional Interface, and Converted Alarm Location Data, accepted by Garden Grove

Target Schedule: 5 – 7 weeks

The objectives of the CAD Interface and Data Capture phase are:

- To initially import (convert) historical, non-financial alarm data and summary alarm account financial balances into the CryWolf alarm database;

- to enable the daily import of alarm incident data from the Customer Spillman CAD system to CryWolf; and,
- to configure and test the CryWolf Permit Data Export to Spillman CAD.

Although Superion will use best efforts to import the historical permit data, Customer is ultimately responsible for validating that the data is complete and accurate after Superion import / conversion to the CryWolf system. Customer is also responsible for ensuring premise status information is imported to update the CAD database.

This phase consists of the following main tasks:

- 1) **CryWolf Alarm Data Import:** Customer will extract a data file from Spillman CAD system, Customer's current false alarm system, to files that can be read by the CryWolf software utilizing the CryWolf/Superion provided extraction routine or CryWolf prescribed data file formats.

CryWolf recommends that the CAD extraction routine export daily alarm incident data, at a set time each day as specified by Customer. The extracted data will be in the form of a comma- or fixed-length separated, ASCII text file and will be transferred to a Month/Year-designated folder. This folder will be at a specific network directory location that is accessible by both CAD and CryWolf. This file will include the date in its name, so that it can be easily selected by Customer's CryWolf system operators for import and processing by CryWolf. The data fields in the CAD-extracted file will be specified by Customer. At a minimum the data fields will include a unique incident number, incident date, street address, suite or apartment if possible, and false alarm clearance code. The maximum number of fields will be limited by the data CryWolf currently maintains as described in Appendix C of this Statement of Work.

Preparing the CryWolf data import routines and testing of the alarm file import interface will be performed at the CryWolf offices, except for final complete testing, which occurs onsite during the CryWolf Software Installation, Training and Go-Live Preparation Phase.

- 2) **Historical Data Conversion:** CryWolf will electronically import the following existing Customer alarm-related data into the CryWolf database:
 - Premise Registration Data. This data will consist of alarm site demographics and related alarm company information, including alarm system location and mailing addresses, responsible party and contact information, and other non-financial, site related data.
 - Alarm Incident Data. This data will include up to one year of historical alarm incidents in order to establish the correct false alarm count by alarm user at the system crossover (go live) date.
 - Alarm account financial balances. This data will include for each historical alarm account imported/converted the summary financial balance for that account at the date of system crossover/conversion.

The conversion will include only fields maintained by the CryWolf database. All data provided by Customer for conversion will be in MS Excel format with row/column layout provided by Superion. The development and initial testing of the data conversion routine will be primarily completed at Superion offices. Two or three conversion iterations may be required before Customer is able to fully validate the converted data. On-site software installation, training and go-live assistance will be scheduled after Customer validates that the converted data is accurate and complete. Current false alarm processing will need to be temporarily postponed (probably 1 – 2 weeks) between final data

conversion and completion of software installation and cutover. Some of this backlog should be caught up as part of the onsite training and go-live assistance tasks.

- 3) **Alarm Status Data Export:** CryWolf will prepare the CryWolf data export function to produce daily files of alarm status and permit information, e.g. alarm company, alarm subscriber and contact data, which will be imported into the Spillman CAD systems by the Customer staff utilizing the Customer acquired alarm import software provided by Spillman. Any cost required by Spillman for the purchase, license, implementation or support of this CAD interface software is the responsibility of the Customer and is not included in this quote.

2.3 CryWolf Ordinance Consultation and Ratification Assistance

Deliverable: Ordinance Consultation and Ratification Assistance

Schedule: TBD

The objective is to provide assistance to Customer with best practices modification and optimization of the False Alarm Ordinance. This will include review, fee/fine suggestions, ordinance language changes, and best practices justification that will assist the Customer in modification/updating of the current ordinance.

2.4 CryWolf Web Site and Payment Portal Installation

Deliverable: CryWolf Web Portal with Redirect Payment Processing accepted by Customer

Schedule: 2-3 weeks

The objective of the CryWolf Web Site and Payment Portal Installation is to provide citizen facing access for registration, account access, payments and alarm user updates.

Superion will provide Customer with the CryWolf Web Pages for installation on the Customer's IIS Server. The IIS server requirements include OS 2012 or higher and IIS 7.5 or higher. The Customer is responsible for any Web Page security protocols and certificates, e.g. SSL. Superion will remotely assist the Customer in configuration and testing of the Web Portal including the connection between the Web Portal and the CryWolf database.

In addition, Superion will remotely assist in the configuration, implementation and testing of a CryWolf supported online payment vendor. CryWolf's payment processing utilizes a redirect to supported payment vendors. Superion assistance includes the implementation of payment information back into CryWolf at the successful completion of payment transaction; based on the design of the selected payment portal.

2.5 Installation, Training, and Go-Live Preparation

Deliverable: Operational System, accepted by Customer

Schedule: 2 – 3 weeks

The objective of the Installation, Training and Go-Live Preparation phase is to complete software installation, initial data capture and training to ensure that Customer is ready to use the system. Live operation of the system, as evidenced by the CryWolf -based generation of correspondence and invoices to alarm users/owners will demonstrate final system acceptance by Customer.

This phase consists of the following major activities:

- 1) **Install CryWolf software.** Superion will assist the Customer in installing the type and quantity of CryWolf licenses as specified in the Pricing Summary on Customer PC workstations and provide the CryWolf Web Pages for installation by Customer on an IIS-compatible Customer web server. If CryWolf email functionality is used by Customer, the CryWolf software will also need access to a Customer SMTP server.
- 2) **Conduct a detailed review of the of the CryWolf software configuration.** Superion will review the of the CryWolf software configuration options, and configure the software to meet Customer ordinance and operational specifications including correspondence preferences.
- 3) **Configure, Install and Test Interfaces.** Superion will initially review and finalize the requirements of the interfaces quoted in the pricing summary. Once the development is completed, Superion will install and test the interfaces with the assistance of the appropriate personnel. Training to appropriate staff members on the daily operation of the interfaces will be provided during the training sessions
- 4) **Complete administrator and operator training.** Superion staff will train Customer false alarm system administrators and operators in substantially all areas of system configuration (and changes), and system operation. Superion will also train selected Customer staff on using the CryWolf Web Pages. This proposed Statement of Work includes the training sessions as outlined in the Pricing Summary. Please refer to Appendix B, Standard Training Session Descriptions, for a more complete description of each training session.
- 5) **Review system operation.** Superion staff will monitor Customer staff as they prepare for go-live operation. This will include processing several days of actual alarms and preparing related correspondence, invoices and reports.
- 6) **Cross-over to live production.**

3. Customer Responsibilities and Resources

This section will define Customer staff responsibilities in their role as members of the project team. The section also outlines the resources that Customer will provide to the project.

3.1 Customer Responsibilities

Customer responsibilities comprise three main areas:

- 1) Acquisition, installation, configuration, technical support and maintenance of all necessary computer hardware, operating system software, database software and network components required by the CryWolf system including any interfaces with systems external to CryWolf. This to include MS SQL Licensing, Spillman CAD interface software if necessary.
- 2) Initiation, coordination, monitoring and facilitation of all technical relationships and activities with departments and organizations external to the false alarm unit. At a minimum, this will include Customer's Finance Department and Customer CAD/911 Communications Services.
- 3) Technical support and maintenance of all computer equipment, operating system software, and network components, including (at a minimum) the backup, disaster recovery and reinstallation, if necessary, of the CryWolf software, database software, alarm data, and any interfaces with systems external to CryWolf.

3.2 Customer Staff Resources

Customer must provide the staffing resources necessary to assist Superion with the tasks outlined in the Deliverables section above. These resources are identified by role and the roles may be filled by more than one person or one person may fill multiple roles. The following types of human resources are required:

- Project Manager
- IT Staff (Hardware, Operating System, Network, Installation)
- Database Administrator
- Customer Alarm Administrator
- Customer Alarm Processor
- Finance Representative

3.3 Customer System Resources

Customer will provide the physical resources necessary to perform the tasks outlined in the Deliverables section above. The following types of physical system resources are required:

- Computer Server and workstation equipment (for training and operations)
- Network Equipment
- Network, Database and Operating System Software
- ESRI-Standard GIS Map data (if used)

4. Project Assumptions

Assumptions are factors that the CryWolf False Alarm Management System project shall be considered to be true, real or certain. The following is a summary of the assumptions that Superion and Customer have made about the project.

- The CryWolf software meets substantially all requirements of the Customer as outlined in the City of Garden Grove's False Alarm Ordinance. This may mean that certain operational activities of the Customer Alarm staff may change to accommodate new ways of doing business, in accordance with the CryWolf software.
- Superion assumes that Customer will choose to use MS SQL Server Database Software (version 2012 or later). Customer will provide the required SQL Server licenses, and will install SQL Server on the computer server and workstations designated for CryWolf false alarm system functions.
- Customer is responsible for overall alarm data security including any online Web Page security protocols and certificates, e.g. SSL.
- Customer online payments will be made using the Superion provided Web Pages. Customer will use an online payment vendor whose interface and approach is currently supported by Superion. If another online payment vendor is preferred by the Customer, additional Superion effort and project costs may be required to develop and test the new payment interface.

APPENDIX A

RECOMMENDED MINIMUM HARDWARE SPECIFICATIONS

Database Server

- RAM: 8 GB
- Speed: 2.7 GHz or higher
- Hard Drive: 50GB or higher Free
- Windows Operating System 2008 R2 or higher
- MS SQL Server Database Software 2012 or higher
- Local Area Network connection to designated workstations

Email and Web Server(s) Requirements

- RAM: 8GB or higher
- Microsoft IIS Software (for web pages) version 7.5 or higher
- IIS Server – Windows Operating System of 2012 or higher
- SMTP Email on a server accessible to the client workstation

Workstations

- RAM: 4GB or higher
- Speed: 2.0GHz or higher
- Hard Drive: 20GB (500MB Free)
- Network Connection to CryWolf Server
- 15" Monitor (1024 x 768 resolution)
- Windows 2007 Operating System
- At least one workstation should have access to Microsoft Word software to facilitate letter preparation and software support.

Web Clients

- Latest generation web browser with JavaScript enabled

APPENDIX B

TRAINING SESSION DESCRIPTIONS

Administrator Training Session:

The Administrator training can take place in a classroom setting or in an office area that is comfortable for five (5) to six (6) persons. The Administrator(s) is in charge of setting all of the defaults in the program; providing access rights (security) for Customer users of CryWolf; ensuring the maintenance files set up accurately interprets the jurisdiction's ordinance; creating the letters, notices, and invoices to be used within the program and other program maintenance functions. The Administrator(s) of the program should also plan on attending the Operator Training so that all aspects of system operation are familiar to the Administrator(s). This would also allow an Administrator to train additional trainers, if needed (Train the Trainer). Administrator Training takes one to two days, depending on the extent of the ordinance changes and/or data conversion.

User/Operator (Alarm Management System Operators) Training:

The User/Operator Training can take place in a classroom setting or at the actual workstations of the users. This training will be provided to four (4) to five (5) users and/or Administrators. All aspects of the program are covered, including entering registrations for alarm companies and registrants with alarm systems, processing alarms, using the payment module, learning about adjudications and appeals, creating reports, making corrections, mapping of alarms and/or registrations, and other operating functions.

CryWolf Web Site Training

The technical training covers web page installation, database access and alarm address assistance/validation capabilities. The training session covers adding/modifying certain web page content and using the public and administrative web pages, online help and demonstration tutorials.

APPENDIX C

CAD DATA FIELD LIST

- All the data will be read as string from the file.
- CryWolf does not dictate the order of the fields in the text file.
- CryWolf only mandates a few fields (indicated below), but including as many fields as possible, in the extracted false alarm CAD file, is the best approach.
- All others can be included to simplify the work of the False Alarm Unit Administrator.

The mandatory fields are:

Case No:	must be unique for each alarm incident
Incident Date:	must be in some standard format (mm/dd/yy, mm/dd/yyyy, etc.)
Incident Address:	such as '123 MAIN ST'
Apartment/Suite:	if applicable

The date is stored as a date, but the text string (01/01/01, 01/21/2001, etc.) in the text file is read and then converted as I load the field on the screen.

The next fields are used when the program is run in “interactive” mode, where the program determines whether to charge or not. Even if the agency does not run in “interactive” mode, the next 4 fields are very helpful and should be included if possible.

Dispatch Code	any code used by the CAD system to tell the type of call
Clearance Code	any clearance code usually given by the officer to the dispatcher indicating whether this was a real crime, a false alarm, nothing found, etc.
Dispatch Comments	the dispatcher types in what is relayed to him/her about the call. (“motion detector going off in back room”, “owner en route”, etc.)
Officer Comments	whatever the officer says to the dispatcher that is typed into the narrative area of the CAD (“nothing found”, “building checked secure”, etc.)

All other fields are optional.

A complete list of data fields is shown in Table 1.1 on the following page.

Table 1.1 - List of CryWolf “Call For Service” fields.

FieldName	Type	Size	Description
CaseNo	Text	50	Must be unique for every call
CADAlarmNo	Text	50	If the CAD record includes the Reg #
AlarmType	Text	50	Type of alarm call (fire, holdup, etc.)
MonitoredBy	Text	50	CryWolf determines this value
FullAddress	Text	100	Incident address ‘123 MAIN ST’
Apt	Text	10	Apartment/Suite if applicable
IncidentDate	Date/Time		Actual Date of Incident
TimeReceived	Text	30	Time call received
TimeDispatched	Text	30	Time call dispatched
TimeOnScene	Text	30	Time first officer on scene
TimeCleared	Text	30	Time call is cleared
DispatcherInfo	Text	250	Any dispatcher info (ID, Name, etc.)
CallTakerInfo	Text	250	Any Call Taker Info (ID, Name, etc.)
OfficerID	Text	30	ID/Name of primary unit
UnitsAssigned	Text	250	List of multiple units if desired
DispatchCode	Text	50	The Call Type
ClearanceCode	Text	50	Final clearance code Must indicate if alarm is ‘false’ or an actual crime.
BeatNo	Text	50	The Beat/District/Area etc. of the call
CADName	Text	250	The CAD ‘Common Place Name’ Name of the Business or Resident
DisptchComments	Text	AnySize	Comments entered by the Dispatcher
OfcrComments	Text	AnySize	Officer comments (check secure, nothing found, etc.)
Extra1	Text	250	Other field of your choice (optional)
Extra2	Text	250	Other field of your choice (optional)
Extra3	Text	250	Other field of your choice (optional)
Extra4	Text	250	Other field of your choice (optional)
Extra5	Text	250	Other field of your choice (optional)
Extra6	Text	250	Other field of your choice (optional)
Extra7	Text	250	Other field of your choice (optional)
Extra8	Text	250	Other field of your choice (optional)
DateEntered	Date/Time		Set by CryWolf
AlarmNo	Text	50	Set by CryWolf



EXHIBIT 9

BMI Template Agreement & Warranty Information



Following the initial eighteen (18) month Support Term, Customer retains the right to purchase extended technical support, software application maintenance and warranties directly from BMI, to include: Extended Warranties, Maintenance and related support services. Including:

BMI ITEM#	DESCRIPTION	Qty	Unit Price	Extension
99 UNIPA692C482	48-hour repair and ship, Extended Warranty, No-Fault Comprehensive 2-year service contract for PA 692, battery & cable	4	\$349.00	\$1,396.00
BMISUPPCOLLECT	1 yr. Phone Support & Upgrades for Collect-IT Support Period	1	\$595.00	\$595.00
BMISUPPATRENEW	1 yr. Phone Support & Upgrades for AssetTrak ARS	1	\$495.00	\$495.00

TECHNICAL SUPPORT AGREEMENT

This Support Agreement is entered into by and between BMI SYSTEMS GROUP ("BMI") and the customer identified below ("Customer"). This Agreement shall be effective XXXXXXX and cannot be post-dated for a later start date under any circumstances.

CUSTOMER NAME: City of Garden Grove

ADDRESS: 11222 Acacia Parkway, Garden Grove, California 92840

PRIMARY CONTACT: Scott C. Stiles, City Manager/ City Attorney

PHONE: 714-741-5100

COVERED APPLICATION:

COVERED PERIOD:

COST:

Support Services:

BMI shall provide technical support to Customer by answering questions and providing assistance specifically regarding the operation of BMI Software and applicable add-on products. Support is defined as providing assistance for troubleshooting of an issue and providing resolution when available. Some issues may require specialized services at an additional charge.

BMI shall use reasonable efforts to correct the problem Customer may be experiencing, but does not guarantee that problems will be resolved within any specified time period. BMI's technical support staff will provide services consistent with the standard of care generally accepted within the industry for such services.

It is understood that this Agreement is non-refundable and non-transferable, and any disputes must be sent in writing to BMI within 30 days from the performance of any services. BMI will have 30 days from receipt of any dispute letter to investigate and reply to Customer with its findings. All such findings and/or conclusions will be considered final. BMI



shall have the right to immediately terminate this Agreement if Customer breaches any of the terms or conditions of this Agreement, including but not limited to nonpayment of any fees owed to BMI by Customer. Customer must remain in good standing at all times, with all outstanding invoices paid in full in a timely manner. Upon termination, Customer shall not be entitled to any refund for the remaining period of the Agreement.

IN NO EVENT SHALL BMI BE RESPONSIBLE FOR DAMAGES OF ANY NATURE, EXCLUDING THOSE CAUSED BY BMI'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

The terms of this Agreement sets forth the entire Technical Support Agreement and supersedes any discussions between Company and Customer. No modification of or amendment to this Policy, nor any waiver of any rights or fees, will be considered a precedent unless in writing signed by an authorized agent of Company. Any subsequent change or changes in Customer scope of business, will not affect the validity or scope of this policy.

By signing below Customer acknowledges and agrees to these conditions and authorizes BMI to charge Customer for the services described above. IN WITNESS WHEREOF, the Parties have caused their respective authorized representatives to execute this Agreement.

CUSTOMER ORGANIZATION:

By: City of Garden Grove

Print Name: Scott C. Stiles

Print Title: City Manager

BMI SYSTEMS GROUP:

BY:

Print Name: GARY BRIGGS

Print Title: PRESIDENT

TECHNICAL SUPPORT AGREEMENT

Extra Services & Non-BMI Technical Support

Certain services are not applicable to BMI'S regular service plans. Where normal troubleshooting will resolve the issue, there is no additional charge. Generally, if an issue can be resolved remotely or by telephone, it will be classified as normal troubleshooting. However, on some occasions specialized technical or on-site services are required, these services are billed separately. These services are evaluated on a case by case basis. Extra Services will not be undertaken without express consent from Customer.

Training – Basic program questions are considered normal troubleshooting issues. During the course of this troubleshooting discussion may arise as to how to use a new feature and is considered a support service. However, new employee training or extensive scheduled training for new features and upgrades are billable services, unless included with purchase of software. BMI is able to provide training over the telephone, through remote services or on-site. If you would like to learn more about the options available for training on your product, please contact us: BMI Systems Group, 1.800.264.9949, marketing@bmisys.com.

Warranty for Mobile Scanning Devices and Accessories

The following items covered under the Unitech and Motorola Limited Warranty are free from defects during normal use. Warranty starts with BMI Systems Group ship/invoice date to Customer:

PA692 – 1-year limited parts and labor depot warranty, CA. Customer pays shipping to CA, Unitech pays shipping back. Standard warranty repairs are completed within 10-14 business days. The Lithium-Ion battery has a 6-month limited warranty. MC3190Z – 1-year limited parts and labor depot warranty. Customer pays shipping to service depot, Motorola pays shipping back. Standard warranty repairs are usually completed within 21-28 business days.

Warranty becomes void if equipment is modified, improperly installed or used, damaged by accident or neglect, or if any parts are improperly installed or replaced by the user. Use only the adapter supplied. Using the wrong adapter may damage the unit and will void the warranty.

BMI Software Application Maintenance Agreement

We understand that when you purchase one on our (ADCS) Automated Data Collection Systems or (ADMS) Automated Data Management Systems from BMI Systems Group, you expect it to work.

While our systems do perform properly, you may need assistance with the installation of the software or help in using the system itself. One year of BMI Annual Support is included with each System Kit sold by BMI or our resellers.

With a BMI annual support agreement, you get the help you need and more!

We understand that service and support are key factors to successful solution implementation. Our focus is to ensure our customers have an exceptional experience with their BMI products and services. BMI invests in building unmatched technical support teams to provide the best possible service to our partners and customers.

Up to (1) hour of phone installation support per Desktop installation Unlimited support for the desktop application after initial installation.

Unlimited support for BMI applications that are installed on the (MSD) Mobile Scanning Device.

Unlimited email support during support period.

Free software maintenance releases for the Desktop and MSD Applications during support period.

Our PC Tutor program is available at an additional cost. PC Tutor is our remote Desktop Access System for up to 4 hours of remote low-cost training classes to help you become a pro with your system.

Access to a certified BMI technicians 8 hours daily, (6:30 to 3:30 AZ Time), (Mon-Fri) Guarantee that 90% of the time, you'll talk to a human, not a voicemail. Low-cost training classes to help you become a pro with your system.

By maintaining annual support, BMI Systems Group can help keep your system operating effectively; provide additional training for your staff and solve any problems that might arise before, during and after implementation of your system.

Contact BMI Sales to renew or sign up for annual support.

EXHIBIT 10**Superion's Response to Customer's Request for Proposal**

Superion's Response to Customer's Request for Proposal, number S-1225, is incorporated herein by reference, including all functional descriptions included in the response.



CERTIFICATE OF LIABILITY INSURANCE

8/31/2019

DATE (MM/DD/YYYY)

9/26/2018

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 Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED 1431845 Superior, LLC CentralSquare Technologies, Inc 1000 BUSINESS CENTER DR. Lake Mary FL 32746	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: National Fire Insurance Co of Hartford	NAIC # 20478
	INSURER B: The Continental Insurance Company	35289
	INSURER C: Columbia Casualty Company	31127
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES RAMHO01 **CERTIFICATE NUMBER:** 15632606 **REVISION NUMBER:** XXXXXXXX

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 WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	6072382367	8/31/2018	8/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	6072382370	8/31/2018	8/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	6072382322	8/31/2018	8/31/2019	EACH OCCURRENCE \$ 15,000,000 ✓ AGGREGATE \$ 15,000,000 \$ XXXXXXXX
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/A	6072382353 (CA) 6072382336 (AOS)	8/31/2018 8/31/2018	8/31/2019 8/31/2019	<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
C	Prof. Liab./ Net. Security & Privacy Liab. (Cyber)	N	N	652031687(E&O)	8/31/2018	8/31/2019	\$10M / Ret:\$100K

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED. City of Garden Grove, its officers, officials, employees, agents, and volunteers are an Additional Insured with respect to liability arising out of the operations of the insured and to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Insurance provided to Additional Insured(s) is primary and non-contributory as per the attached endorsements or policy language. Umbrella policy no. 6072382322 follows form of applicable underlying policies.

Reviewed and approved as to insurance language and/or requirements.

Sandra Segura 9/27/18

CERTIFICATE HOLDER

15632606
City of Garden Grove
11222 Acacia Parkway
Garden Grove CA 92840

Risk Management

CANCELLATION See Attachments

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

Adam D. McDonough

CNA74872XX (1-15)
Policy #: 6072382367
Effective: 8/31/2018

Insured Name: National Fire Insurance Co of Hartford

CNA Technology General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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7. **Expected Or Intended Injury – Exception for Reasonable Force**
8. **In Rem Actions**
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10. **Joint Ventures/Partnership/Limited Liability Companies**
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18. **Supplementary Payments**
19. **Property Damage – Patterns, Molds and Dies**
20. **Unintentional Failure To Disclose Hazards**
21. **Waiver of Subrogation – Blanket**

1. ADDITIONAL INSURED

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs A. through K. below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury or property damage**; or

(b) the offense that caused the **personal and advertising injury**, for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through K. below.

Reviewed and approved as to insurance language
and coverages

Sandra Legare
Risk Management

9/27/18

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. such person or organizations financial control of a **Named Insured**; or
2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises; provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage or personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional

insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

b. the construction, erection, or removal of elevators; or

c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf, in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade

show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or **property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:

a. bodily injury or property damage for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;

b. any express warranty unauthorized by the **Named Insured**;

c. any physical or chemical change in any product made intentionally by such person or organization;

d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;

g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or

h. bodily injury or property damage arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) the exceptions contained in Subparagraphs **d.** or **f.** above; or

(2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

3. This Paragraph **J.** also does not apply:

a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;

b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor

c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs **A.** through **J.** above. Such additional insured is an **Insured** solely for **bodily injury, property damage or personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**; nor

2. for **bodily injury** or **property damage** included within the **products-completed operations hazard** except to the extent all of the following apply:

a. this **Coverage Part** provides such coverage;

b. the written contract or agreement described in the opening paragraph of this **ADDITIONAL INSUREDS** Provision requires the **Named Insured** to provide the additional insured such coverage;
and

c. the **bodily injury** or **property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1.K.** of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death,

humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** Condition is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**, qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage**

Part.

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. bodily injury or property damage that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury or property damage** resulting from the use of reasonable force to protect persons or property.

8. IN REM ACTIONS

A quasi *in rem* action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. **DEFINITIONS** is amended to:



I. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

III. amend the definition of **Insured** to:

a. add the following:

- the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;
when such **bodily injury** arises out of a **health care incident**.

- the **Named Insured's** **volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to:

- the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in the Declarations; nor

- the conduct of a current or past limited liability company in which a **Named Insured's** interest does/did not rise to the level of management control;

except that if the **Named Insured** was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the

policy period, then such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the **bodily injury or property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY – DAMAGE TO PREMISES

A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph (6) of the **Damage to Property** exclusion and replace it with the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

B. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

C. LIMITS OF INSURANCE is amended to delete Paragraph 6. (the Damage To Premises Rented To You Limit) and replace it with the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You

Limit is the most the Insurer will pay under COVERAGE A for damages because of property damage to:

- a. any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and
- b. contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is \$500,000. unless a different Damage to Premises Rented to You Limit is shown in the Declarations.

D. The Other Insurance Condition is amended to delete Paragraph **b.(1)(a)(ii)**, and replace it with the following:

(ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

E. This Provision 11. does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

12. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: @@@@; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

- (b) The expenses are incurred and reported to the Insurer within three years of the date of the accident;
- and
- This Paragraph **B.** does not apply to medical expenses incurred in the state of Missouri.

13. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

- 1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- 2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
- 3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled

Exclusions is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision **1. ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled

Exclusions is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

(1) that the **Insured** would have in the absence of the contract or agreement; or

(2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:

(a) liability to such party for, or for the cost of, that party's defense has also been assumed in such **insured contract**; and

(b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.

B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the

definition of **insured contract** in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the

interests
of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph e.(2) of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

17. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and

B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraphs (3) and (4) of the Exclusion entitled **Damage to Property**, but

only with respect to patterns, molds or dies that are in the care, custody or control of the **Insured**, and only if such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of \$25,000 per **policy period** applies to this **PROPERTY DAMAGE - PATTERNS MOLDS AND DIES** coverage,

and this limit:

A. is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE**; and

B. applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

21. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



**CNA Paramount Excess and Umbrella Liability
Policy Declarations**

Schedule of Underlying Insurance

Underlying Insurer Policy Number Policy Period Note:	Underlying Insurance	Coverages	Limits of Insurance
National Fire Insurance Company of Hartford 6072382367 ✓ 08/31/2018 to 08/31/2019	General Liability	Each Occurrence Limit General Aggregate Limit Per Location : yes Per Project : yes Products/ Completed Operations Aggregate Limit Personal and Advertising Injury Liability Limit	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000
National Fire Insurance Company of Hartford 6072382370 ✓ 08/31/2018 to 08/31/2019	Auto Liability	Combined Single Limit	\$1,000,000
Continental Insurance Company 6072382353 ✓ 08/31/2018 to 08/31/2019	Employers Liability	Bodily Injury by Accident- Each Accident Limit Bodily Injury by Disease - Policy Limit Bodily Injury by Disease - Each Employee Limit	\$1,000,000 \$1,000,000 \$1,000,000

I hereby certify that the above information is true and correct as to insurance coverage and amounts.
London Legum
9/27/18

Form No: CNA75501XX (03-2015)

Policy Declarations Page: 2 of 5

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 6072382322

Policy Effective Date: 08/31/2018

Policy Page: 10 of 58



**CNA Paramount Excess and Umbrella Liability
Policy Declarations**

Underlying Insurer Policy Number Policy Period Note:	Underlying Insurance	Coverages	Limits of Insurance
Continental Insurance Company 6072382336 08/31/2018 to 08/31/2019	Employers Liability	Bodily Injury by Accident- Each Accident Limit Bodily Injury by Disease - Policy Limit Bodily Injury by Disease - Each Employee Limit	\$1,000,000 \$1,000,000 \$1,000,000
National Fire Insurance Company of Hartford 6072382367 08/31/2018 to 08/31/2019	Employee Benefits Liability	Each Employee Limit Aggregate Limit	\$1,000,000 \$2,000,000
National Fire Insurance Company of Hartford 6072382367 08/31/2018 to 08/31/2019	Stop Gap Liability	Bodily Injury by Accident- Each Accident Limit Bodily Injury by Disease - Policy Limit Bodily Injury by Disease - Each Employee Limit	\$1,000,000 \$1,000,000 \$1,000,000

Form No: CNA75501XX (03-2015)

Policy Declarations Page: 3 of 5

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 6072382322

Policy Effective Date: 08/31/2018

Policy Page: 11 of 58



9/27/18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
EXTENDED COVERAGE ENDORSEMENT – BA PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that,**
- b. The insurance afforded by this provision A.1. does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision A.2.:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's"

name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In a.(2), the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
2. In a.(4), the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

Section III, Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Personal Property

The following is added to **Section III, Paragraph A.4.**



- c. We will pay up to \$500 for loss to **Personal Property** which is:

- (1) Owned by an "insured"; and
- (2) In or on the covered "auto."

This coverage applies only in the event of a total theft of your covered "auto."

This insurance is excess over any other collectible insurance and no deductible applies.

E. Rental Reimbursement

The following is added to **Section III, Paragraph A.4.:**

- d. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.

1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- (a) The number of days reasonably required to repair or replace the covered "auto"; or,

- (b) 15 days.

2. Our payment is limited to the lesser of the following amounts:

- (a) Necessary and actual expenses incurred; or,

- (b) \$25 per day subject to a maximum of \$375.

3. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

4. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

F. Hired "Autos"

The following is added to **Section III, Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend

to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000 whichever is less minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
 - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision G.e.(1) will be subject to a limit of \$750 per "accident."

G. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

H. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

I. Diminution In Value

The following is added to **Section III, Paragraph B.6.**

Subject to the following, the "diminution in value" exclusion does not apply to:



- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV)

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III**:

- 1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - a. An "auto" owned by that "executive officer" or a member of that person's household; or
 - b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

 - (1) Equal to the greatest of those coverages afforded any covered "auto"; and
 - (2) Excess over any other collectible insurance.
- 2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar

governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory

Section IV, Paragraphs 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days

IV. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these



EXTENDED COVERAGE ENDORSEMENT - BA PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **SECTION II, Paragraph A.1., Who Is An Insured**:

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that**,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability **policy** providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.**:

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
 - b. Does not apply to:
 - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability **policy** providing **auto** coverage.
3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an **insured**, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

SECTION II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
2. In **a.(4)**, the limit for the loss of earnings is increased from \$250 to \$500 a day.

C. Fellow Employee

SECTION II, Paragraph B.5 does not apply.

Reviewed and approved as to insurance language
and/or requirements.
Sandra Segura
Risk Management 9/27/18

Form No: SCA 23 500 D09 (10-2011)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 46; Page: 1 of 5

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6072382370 ✓

Policy Effective Date: 08/31/2018

Policy Page: 172 of 190



Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

SECTION III, Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Transportation Expenses

SECTION III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

SECTION III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Personal Property

The following is added to **SECTION III, Paragraph A.4.**

c. We will pay up to \$500 for loss to **Personal Property** which is:

- (1) Owned by an insured; and
- (2) In or on the covered auto.

This coverage applies only in the event of a total theft of your covered auto.

This insurance is excess over any other collectible insurance and no deductible applies.

E. Rental Reimbursement

The following is added to **SECTION III, Paragraph A.4.:**

d. We will pay for rental reimbursement expenses incurred by you for the rental of an auto because of loss to a covered auto. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered auto. No deductibles apply to this coverage.

- 1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the loss and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered auto; or,
 - (b) 15 days.
- 2. Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred; or,
 - (b) \$25 per day subject to a maximum of \$375.
- 3. This coverage does not apply while there are spare or reserve autos available to you for your operations.
- 4. If loss results from the total theft of a covered auto of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

Form No: SCA 23 500 D09 (10-2011)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 46; Page: 2 of 5

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6072382370

Policy Effective Date: 08/31/2018

Policy Page: 173 of 190



F. Hired "Autos"

The following is added to **SECTION III, Paragraph A.:**

5. Hired Autos

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered auto you lease, hire, rent or borrow without a driver; and
- b. Any covered auto hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or \$75,000 whichever is less minus a \$500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned autos.
- e. Such physical damage coverage for hired autos will:
 - (1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision G.e.(1) will be subject to a limit of \$750 per **accident**.

G. Airbag Coverage

The following is added to **SECTION III, Paragraph B.3.**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

H. Electronic Equipment

SECTION III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered auto also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

I. Diminution In Value

The following is added to **SECTION III, Paragraph B.6.**

Subject to the following, the **diminution in value** exclusion does not apply to:

- a. Any covered auto of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered auto of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

Form No: SCA 23 500 D09 (10-2011)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 46; Page: 3 of 5

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6072382370

Policy Effective Date: 08/31/2018

Policy Page: 174 of 190



d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:

- (1) \$5,000; or
- (2) 20% of the **auto's** actual cash value (ACV)

III. Drive Other Car Coverage – Executive Officers

The following is added to **SECTIONS II and III**:

1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your **executive officers**, except:

- a. An **auto** owned by that **executive officer** or a member of that person's household; or
- b. An **auto** used by that **executive officer** while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

- (1) Equal to the greatest of those coverages afforded any covered **auto**; and
- (2) Excess over any other collectible insurance.

2. For purposes of this provision, **executive officer** means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such **executive officers** are insureds while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **SECTION IV, Paragraph A.2.a.**

(4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your **executive officers** or partners or your insurance manager.

The following is added to **SECTION IV, Paragraph A.2.b.**

(6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your **executive officers** or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to **SECTION IV, Paragraph B.2.**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory

SECTION IV, Paragraphs 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days

IV. DEFINITIONS

SECTION V. Paragraph C. is deleted and replaced by the following:

Form No: SCA 23 500 D09 (10-2011)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 46; Page: 4 of 5

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6072382370

Policy Effective Date: 08/31/2018

Policy Page: 175 of 190



**Business Auto Policy
Policy Endorsement**

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these

Form No: SCA 23 500 D09 (10-2011)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 46; Page: 5 of 5

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Policy No: BUA 6072382370

Policy Effective Date: 08/31/2018

Policy Page: 176 of 190

Zimbra

sandras@ci.garden-grove.ca.us

RE: INSURANCE DOCUMENTS - GARDEN GROVE**From :** Juarez, Megan <MJuarez@lockton.com>

Thu, Sep 27, 2018 01:35 PM

Subject : RE: INSURANCE DOCUMENTS - GARDEN GROVE

1 attachment

To : 'Keef Hamm' <Keef.Hamm@superion.com>, Goehausen, Camille <CGoehausen@lockton.com>, Patenia, Rona <RPatenia@lockton.com>, 'sandras@ggcity.org' <sandras@ggcity.org>, 'ellisc@ggcity.org' <ellisc@ggcity.org>, 'omars@ci.garden-grove.ca.us' <omars@ci.garden-grove.ca.us>, 'heidij@ggcity.org' <heidij@ggcity.org>

Cc : David Rudow <David.Rudow@superion.com>, Bruce Duncomb <Bruce.Duncomb@superion.com>, Brian Pagels <Brian.Pagels@superion.com>

Hi everyone,

On behalf of Superion, LLC as their Insurance Broker, I am confirming the below:

1. That completed operations is on the general liability policy.
Lockton Response: Confirmed

2. That it is not excluded by another endorsement.
Lockton Response: Completed operations are excluded HOWEVER, there is an exception to the exclusion extending coverage for completed operations as long as it is required by contract (which it is), therefore, coverage is included for bodily injury or property damage resulting from Superion's work. Endorsement attached for reference.

3. Whether an additional insured endorsement is available under the excess/umbrella policy, and if not, that coverage will be provided under the underlying endorsements.

Lockton Response: It is not available; coverage is provided under the underlying endorsements.

Thank you,

Megan Juarez
Account Manager
T: 415.568.4064
E: MJuarez@lockton.com

**Federal and state laws allow us to conduct all transactions electronically, subject to your consent. Unless you notify us otherwise, we will assume that we have your consent.*

From: Sandy Segawa <sandras@ggcity.org>
Sent: Thursday, September 27, 2018 2:45 PM

Reviewed and approved as to insurance language and/or requirements
Sandra Segawa
Risk Management
9/27/18

To: Keef Hamm <Keef.Hamm@superion.com>

Cc: Ellis Chang <ellisc@ggcity.org>; Omar Sandoval <omars@ci.garden-grove.ca.us>; Heidi Janz <heidij@ggcity.org>; Brian Pagels <Brian.Pagels@superion.com>; Bruce Duncomb <Bruce.Duncomb@superion.com>

Subject: INSURANCE DOCUMENTS - GARDEN GROVE

Keef,

Please see Heidi's response below regarding the insurance. The City needs a direct email from Lockton to confirm the items below. Please have the email sent to me directly since Heidi is out of the office today.

Hi Keef:

Thank you for sending over the insurance for Superion. I've reviewed the information and there are just a few items needed to complete the insurance.

The City needs confirmation from the Carrier, Lockton, regarding the completed operations and excess information. Please ask Lockton to send confirmation to the City:

1. That completed operations is on the general liability policy.
2. That it is not excluded by another endorsement.
3. Whether an additional insured endorsement is available under the excess/umbrella policy, and if not, that coverage will be provided under the underlying endorsements.

Thank You...

Heidi

Sandra Segawa, C.P.M., CPPB
Purchasing Agent
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840
sandras@garden-grove.org
all and delete this message and its attachment.

CONFIDENTIALITY: This message contains information that is confidential and/or may be privileged. If you are not the intended recipient, you are hereby notified that any use, dissemination, distribution, or copy of this message or its attachments is strictly prohibited. If you have received this message in error, please advise the sender immediately by reply email and delete this message and its attachment.

 **CNA, GL TECH XTENSION ENDT.pdf**
212 KB
