STATEMENT OF WORK NO. 153
PROFESSIONAL SERVICES

Schedule A – Specifications of Statement of Work

1.0 Overview and Scope

SumTotal is pleased to submit this Statement of Work in response to your request for our professional services to assist with the installation of the 6.4 SP, conduct review of the ESS installation and help with implementing on-line pay advices and W2s for the SumTotal Payroll product. Any additional information or changes to the information provided herein may require revision of the estimated level of services effort required to complete the activities and could be subject to a change order. If the Customer fails to satisfy stated requisites or assumptions in this SOW, a change in scope, time, and budget may result in a change order

The scope for this Statement of Work is as follows:

2.0 Project Scope

The Project scope is listed in Table One below. Any components outside of what is listed below will result in a change order.

ID	Component	Definition

1	6.4 Installation and Review of ESS Set-Up	SumTotal will provide a technical consultant who will update The City of Fort Lauderdale Payroll test system with below outlined updates as well as provide support for the move of the deliverables into production. The SumTotal consultant will also review the current set-up of Self Service and make any changes required to enable the viewing of on-line pay statements.
		
		 Deliverables:
		
		 Installation of 6.4 SP into the customer's test environment and assistance with production turnover. Activates will include:
		
		 • Perform analysis of MAINTO, RG and COBOL overrides from customer's existing environment
		 • Install the standard delivered 6.4 SP in the customer's test environment. Products to be updates are:
		    ○ Payroll/HR
		    ○ Fast Forward
		    ○ Self Service
		    ○ Reporting Administration
		    ○ Modification, as required, to Cobol and Generator Customizations to work with 6.4
		    ○ Review of Self Service set-up ensure proper loading of pay stub data
		 • Perform validation testing to ensure deliverable has proper connectivity, mapping, and output
		 • Assist with the updating of the production environment after customer testing is complete

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ID	Component	Definition
2	Set-Up and Roll out of W2 and Pay Advice	SumTotal will provide an application and as needed a technical consultant to assist with the activities relating to rolling out on line pay advices and W2s enrollment. Consultants will perform the following tasks: Review project time line and goals and help The City of Fort Lauderdale develop a roll out plan • Identify any customizations required for on-line pay advice o Currently we have a request to display an employee's Vacation Balance. The current estimate provides a ballpark quote of this customization based on our past experience. After the exact requirements are defined a validation that the hours required to complete this work is sufficient.
3.	Project Management	SumTotal will assign a project manager. The SumTotal Project Manager serves as the primary point of contact for the duration of this project, and will assign and coordinate all SumTotal resource activities for the project while maintaining schedules, and budgets

3.0 Estimated Fees

All fee related tasks listed in the table below are based on preliminary discovery discussions with you. Additional discovery effort may be required to refine and specify each of the project tasks in this Statement of Work. You will be notified in advance of this situation and all reasonable efforts will be made to manage expectations to work towards a mutually successful implementation.

Actual reasonable and out-of-pocket expenses and tax are not included herein and will be invoiced separately. If travel is required for the performance of this Statement of Work, the expenses will be limited as deemed necessary to the implementation of this project and reimbursed at cost by you. Our travel standards and practices will be applied to any travel required under this Statement of Work.

To assist you in budgeting for this Statement of Work, we are able to provide the following budgetary guidance as listed in Table Two immediately below:

Table Two - Budgetary Guidance

Project Task	Estimated Time to Complete in Hours	Estimated Total Cost
1. 6.4 Installation and Review of ESS Set-Up	68	$ 16,830.00
2. On-Line W2 &Pay Advice-Vaction Balance	45	$ 11,137.50
3. Project Manager	10	$ 2,475.00
Estimated Total	**123**	**$ 30,442.50**

Table does not include Travel Expenses.

The figures presented within the Budgetary Guidance table above are estimates of the services to be performed by SumTotal under the scope of this Statement of Work, as defined in Section 1. Actual professional services unless defined specifically as fixed fee, will be billed monthly on a time and materials basis at a rate of $247.50 per hour. All professional services to be performed by us for each project task will be invoiced as set forth in the Agreement. This estimate is valid for 30 days from the effective date of this document. Thereafter, our then-currently prevailing rates

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shall apply. Unless noted otherwise, all prices provided herein are denominated in the currency of the United States of America ($ or USD).

4.0 Additional Scoping

    4.1. **Project Implementation Methodology** – The Customer and SumTotal mutually agree to utilize the SumTotal TotalSuccess Framework to manage the Project. The TotalSuccess methodology is based off 5 specific components including Envision, Plan, Design, Validate and Deployment. Each component has specific steps along with entry and exit criteria and will be used as necessary according to this specific project. Any changes to the TotalSuccess Framework may require revision of the level of estimated effort required to complete the activities in this SOW and are subject to a change order.

5.0 Modifications to the Statement of Work

Any changes to the scope of this Statement of Work shall result in a change order to this Statement of Work or a new statement of work. All change orders and new statements of work will also be billed on a time and materials basis.

6.0 Assumptions

You shall assign a project manager to this Statement of Work. This project manager will act as the central point of contact for the Professional Services that we will render for this Statement of Work. .

Resources will be assigned to the project in accordance with the requirements outlined above. Any anticipated changes to the Project Organization must be communicated to the Project Manager within five (5) working days. The Steering Committee will evaluate the impact of any core team replacement on the Project's schedule and cost.

Unless otherwise noted only a single currency configuration is implied if applicable.

Scheduling for any professional services to be performed will be based upon a first come first serve basis and will be mutually agreed upon by the parties prior to the commencement of the Professional Services hereunder.

We will provide services during regular business hours (8:30 a.m. to 5:00 p.m.), not to exceed forty (40) hours in any one week, Monday through Friday, except legal holidays ("Business Hours"). The Customer will support SumTotal's holiday schedule.

We believe the requirements and specifications provided in this Statement of Work are sufficient to allow the work to begin and be completed with a reasonable expectation that the total cost estimate will be realized; however, we cannot, and do not, guarantee the estimate.

The performance of this Statement of Work involves activities to be performed by both parties. If we do not receive your deliverables as scheduled, then our ability to complete this Statement of Work in a timely manner will be jeopardized. We will notify you, should this occur, of the potential impact with regards to additional expenses and/or subsequent schedule changes.

Java programming to upgrade customizations associated with the Self Service module.

The branding services which we provide will be limited to replacing the logo and changing the banner colors. Any other branding requirements will need to be defined further and is not included in this Statement of Work.

All figures provided herein are denominated in US dollars unless otherwise noted. All communications and discussions related to the scope of this Statement of Work will be conducted and completed in the English language.

Unless explicitly listed above, data migration, validation, cleansing, etc., including but not limited to migrating data from any other system is out of scope of this Statement of Work. User Acceptance Testing (UAT) documentation (i.e. test plans, test cases, scripts, and scenarios) and the development and the execution of all testing in relation to UAT is not included in the scope of this Statement of Work.

The scope defined in this Statement of Work stands alone to be delivered without dependency on any future functionality defined or to be added to the product roadmap.

This Statement of Work No. 153 ("Statement of Work") is effective August 15, 2013, by and between City of Fort Lauderdale "you" or "Customer") and SumTotal Systems LLC ("we," "us," or "SumTotal").

1. This Statement of Work is subject to all the terms and conditions of the Master Consulting Agreement between City of Fort Lauderdale and SumTotal Systems, Inc. dated July 21, 2000 ("Agreement").

2. We will be providing you the professional services under the terms and conditions of the Agreement, in accordance with the Statement of Work set forth in Schedule A, attached hereto and incorporated herein.

3. <u>Personnel</u>. Our personnel and authorized contractors shall perform the Professional Services. The SumTotal Professional Services pre-sales point of contact is Alexander Andrews.. The Customer's point of contact is Kevin Keimel.

4. <u>Billing Information</u>.   All invoices to you for professional services will be sent to the following address:

    Address: 100 N. Andrews Ave, 6th Floor
                    Ft. Lauderdale, FL 33301

    Attn.:   Kevin Keimel
    Email: kkeimel@fortlauderdale.gov
    Phone #:   (954) 828-5878
    Facsimile #:   (954) 828-5122

This Statement of Work may only be modified by written instrument, signed by both parties, and referring to the particular provisions to be modified. In the event of a conflict between the terms of this Statement of Work and the Agreement, the Statement of Work shall govern. Unless specifically changed or added herein, all other terms and conditions in the Agreement will remain in full force and effect. This Statement of Work, the Agreement, amendments, and statements of work thereto, contain our entire agreement regarding the subject matter thereof.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST: CITY OF FORT LAUDERDALE

_____   _____
Jonda K. Joseph, City Clerk   John P. "Jack" Seiler, Mayor

                                                _____
                                                Lee R. Feldman, City Manager

                                                Approved as to form:

                                                _____
                                                Senior Assistant City Attorney

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WITNESSES:

SUMTOTAL SYSTEMS LLC

_____

By:_____

_____
Print Name:

_____
Print Name:

_____

Title:_____

_____
Print Name:

STATE OF_____:

COUNTY OF _____:

      The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____ as _____ (title) for SumTotal Systems LLC., a Delaware limited liability company, authorized to transact business in the state of Florida.

_____
Notary Public, State of _____

(Signature of Notary Public)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR produced Identification _____

Type of Identification Produced _____