

**SECOND AMENDMENT
TO AGREEMENT NUMBER 47964 BETWEEN
THE CITY OF LOS ANGELES
AND
WAUSAU FINANCIAL SYSTEMS, INC.**

THIS SECOND AMENDMENT to Agreement Number 47964 is made and entered into by and between the City of Los Angeles, a municipal corporation acting by and through the Los Angeles Department of Water and Power, (hereinafter referred to as "LADWP") and Wausau Financial Systems, Inc. (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, LADWP and the Contractor entered into an Agreement wherein Contractor agreed to provide software, hardware, equipment, maintenance, support, supplies, and replacement parts, said Agreement effective November 4, 2010, which together with all amendments and supplements thereto hereinafter shall be referred to as the Agreement; and

WHEREAS, the Agreement provides for amendments; and

WHEREAS, Amendment No. 1 to the Agreement upgraded existing equipment, added additional equipment, increased the original contract amount of \$750,000 by \$738,727 to make the new contract amount \$1,488,727, and extended the original contract ending date of June 30, 2015 by six months to make the new contract ending date December 31, 2015; and

WHEREAS, LADWP and Contractor are desirous of amending the Agreement for the purpose of increasing the contract amount by \$1,711,273 for a not to exceed total of \$3,200,000, and extending the term to December 31, 2020; and

WHEREAS, the amendment is necessary and proper to continue or complete certain activities authorized under the Agreement;

NOW, THEREFORE, LADWP and Contractor agree to amend the Agreement as follows:

AMENDMENT

1. Paragraph 12.a) Fees, is amended to add the sum of \$1,711,273 and read as follows:

"The total compensation under the terms of this Agreement shall not exceed Three Million Two Hundred Thousand dollars (\$3,200,000), unless otherwise amended. Unless expressly stated in a Statement of Work, all salaries, wages, or other payments (including without limitation any overtime) to any third parties, Authorized Subcontractors or employees, shall be the sole responsibility of the Contractor, and the Contractor hereby agrees to fully indemnify, defend and hold harmless the LADWP with respect thereto."

2. Paragraph 13.a) Term, is amended to extend the termination date by five years and six months and read as follows:

"The term of this Agreement ("Term") shall commence upon the Effective Date and shall continue until December 31, 2020 or until terminated by one of the parties as set forth herein."

3. The attached Schedule 1B Fee Schedule shall supplement Schedule 1A Fee Schedule, revised December 30, 2014, updated under Administrative Change Request No. 3.

Except as herein amended, all other terms and conditions shall remain in full force and effect.

This amendment is executed in three (3) duplicate originals, each of which is deemed to be an original. This amendment consists of two (2) pages.

IN WITNESS THEREOF, the parties hereto have executed this Second Amendment to Agreement No. 47964 on the date indicated.

THE CITY OF LOS ANGELES by and through
DEPARTMENT OF WATER AND POWER
By
BOARD OF WATER AND POWER COMMISSIONERS
OF THE CITY OF LOS ANGELES

Dated: _____

By: _____
MARCIE L. EDWARDS
General Manager

APPROVED AS TO FORM AND LEGALITY
MICHAEL M. FEUER, CITY ATTORNEY

And: _____
BARBARA E. MOSCHOS
Secretary

JUL 13 2015
BY _____
DIRK P. BROERSMA
DEPUTY CITY ATTORNEY

WAUSAU FINANCIAL SYSTEMS, INC.

Dated: _____

By: _____

Title: _____

City Business License Number: 967268
Internal Revenue Service ID Number: 39-1620250
Board Resolution Number: _____
Contract Number: 47964

**SCHEDULE 1B
FEE SCHEDULE
FEBRUARY 9, 2015**

1) Hardware Maintenance from 01/01/16 to 12/31/16	\$33,444
2) Software Maintenance from 01/01/16 to 12/31/16	\$145,249
3) Hardware Maintenance from 01/01/17 to 12/31/17	\$35,116
4) Software Maintenance from 01/01/17 to 12/31/17	\$152,512
5) Hardware Maintenance from 01/01/18 to 12/31/18	\$36,872
6) Software Maintenance from 01/01/18 to 12/31/18	\$160,137
7) Hardware Maintenance from 01/01/19 to 12/31/19	\$38,716
8) Software Maintenance from 01/01/19 to 12/31/19	\$168,144
9) Hardware Maintenance from 01/01/20 to 12/31/20	\$40,652
10) Software Maintenance from 01/01/20 to 12/31/20	\$176,551
11) Consumable Costs (Supplies)* from 01/01/16 to 12/31/16	\$10,000
12) Consumable Costs (Supplies)* from 01/01/17 to 12/31/17	\$10,000
13) Consumable Costs (Supplies)* from 01/01/18 to 12/31/18	\$10,000
14) Consumable Costs (Supplies)* from 01/01/19 to 12/31/19	\$10,000
15) Consumable Costs (Supplies)* from 01/01/20 to 12/31/20	\$10,000
16) Shipping Charges	Net
17) Handling Charges	Net
18) Image RPS Software Upgrade	\$125,000
19) Integrate Opex Eagle high-speed envelope extractor, and six Opex Falcon Model 72 Rapid Extraction Desk	\$371,000

Item Nos. 20 to 35 is for a Complete DR Site Setup at the Van Nuys Secondary Mail Center, 6550 Van Nuys Boulevard, Van Nuys, California 91401

- 20) Scanner, consisting of the following: All for \$2,524
- a) SmartSource Adaptive Advanced Exchange Maintenance
2 year: \$404
 - b) CAPI/Ranger Interface: No Charge
 - c) SSA1307030-PKB Smart Source Adaptive Open Series
Scanner: \$1,995
 - d) Professional OCR Option: \$125
- 21) Remittance Processing System (RPS) Character Amount \$1,663
Recognition (CAR), consisting of the following:
Dell Optiplex 9020 w 22" Pro Series Flat Panel Monitor
Dell Optipex 9020 Mini-Tower – Genuine Windows 7®
Professional, Recovery Media, 64-bit; Intel Core i5 4590
Processor (3.3GHz, 6M); 4GB Memory; 500GB HD,
DVD ROM, 22 Inch Flat Panel Monitor, 5 Year Dell Pro
Support 7x24, NBD Onsite
- 22) RPS IDT, consisting of the following, quantity: 4 All for \$6,649
Dell Optiplex 9020 w 22" Pro Series Flat Panel Monitor
Dell Optipex 9020 Mini-Tower – Genuine Windows 7®
Professional, Recovery Media, 64-bit; Intel Core i5 4590
Processor (3.3GHz, 6M); 4GB Memory; 500GB HD,
DVD ROM, 22 Inch Flat Panel Monitor, 5 Year Dell Pro
Support 7x24, NBD Onsite
- 23) RPS Interface Controller \$1,663
Dell Optiplex 9020 w 22" Pro Series Flat Panel Monitor
Dell Optipex 9020 Mini-Tower – Genuine Windows 7®
Professional, Recovery Media, 64-bit; Intel Core i5 4590
Processor (3.3GHz, 6M); 4GB Memory; 500GB HD,
DVD ROM, 22 Inch Flat Panel Monitor, 5 Year Dell Pro
Support 7x24, NBD Onsite
- 24) RPS Queue \$1,663
Dell Optiplex 9020 w 22" Pro Series Flat Panel Monitor
Dell Optipex 9020 Mini-Tower – Genuine Windows 7®
Professional, Recovery Media, 64-bit; Intel Core i5 4590
Processor (3.3GHz, 6M); 4GB Memory; 500GB HD,
DVD ROM, 22 Inch Flat Panel Monitor, 5 Year Dell Pro
Support 7x24, NBD Onsite

25) RPS Reformatter \$1,663
 Dell Optiplex 9020 w 22" Pro Series Flat Panel Monitor
 Dell Optipex 9020 Mini-Tower – Genuine Windows 7®
 Professional, Recovery Media, 64-bit; Intel Core i5 4590
 Processor (3.3GHz, 6M); 4GB Memory; 500GB HD,
 DVD ROM, 22 Inch Flat Panel Monitor, 5 Year Dell Pro
 Support 7x24, NBD Onsite

26) RPS Scanning Station \$1,663
 Dell Optiplex 9020 w 22" Pro Series Flat Panel Monitor
 Dell Optipex 9020 Mini-Tower – Genuine Windows 7®
 Professional, Recovery Media, 64-bit; Intel Core i5 4590
 Processor (3.3GHz, 6M); 4GB Memory; 500GB HD,
 DVD ROM, 22 Inch Flat Panel Monitor, 5 Year Dell Pro
 Support 7x24, NBD Onsite

Item Nos. 27 to 30 comprises an IMS Archive Server:

27) Dell 1.2TB, 10K, 2.5 inch SAS Hard Drive, qty: 2 All for \$1,932

28) Dell PowerEdge T620 (Tower) \$50,140
 Tower Server: Intel® Xeon® E5-2667v2, 3.30GHz, 25M Cache,
 8.0GT/s QPI, Turbo, HT, 8 Core, Single Processor; 16GB Memory,
 1866MHz RDIMM; PERC H710 Integrated RAID Controller;
 6x300GB 15K RPM SAS Hard Drive; 16x1.2TB 10K RPM SAS
 Hard Drive; Intel I350 Dual Port 1Gb NIC; DVD+/-RW; Redundant
 Power Supply, with Power Cords; Windows Server 2012R2 with
 2008SP2 downgrade; SQL Server 2014 with 2012 downgrade;
 5 Year Dell ProSupport 4-Hour 7x24 Onsite Service

29) Dell 300 GB, 15K, 2.5 inch SAS Hard Drive, qty: 2 All for \$1,050

30) Dell 22 Monitor – P2214H \$242

Item Nos. 31 and 32 comprises an RPS Application Server:

31) Dell PowerEdge T620 (Tower) \$13,466
 Tower Server: Intel® Xeon® E5-2630v2, 2.6GHz, 15M Cache,
 7.20GT/s QPI, Turbo, HT, 6 Core, Single Processor; 8GB Memory,
 1600MHz RDIMM; PERC H710 Integrated RAID Controller;
 4x300GB 15K RPM SAS Hard Drive; Intel I350 Dual Port 1Gb NIC;
 DVD ROM; LTO-5 Internal Tape Drive; Redundant Power Supply,
 with Power Cords; Windows Server 2012R2 with 2008SP2
 downgrade; 5 Year Dell ProSupport 4-Hour 7x24 Onsite Service

32) Dell 22 Monitor – P2214H \$242

33) Software, CA ARCserve Backup for Windows r16.5 License, 3 Year Enterprise Maintenance (Third Party Software)	\$1,147
34) Software, CA ARCserve Backup Client Agent for Windows r16.5 License, 3 Year Enterprise Maintenance (Third Party Software)	\$585
35) Professional Services Time and Materials	\$57,304
36) Additional Freight and Travel Costs, estimated	\$15,000

*Consumable Costs include supplies and replacement parts not covered under maintenance or not listed above.