

**YONKERS PUBLIC SCHOOLS  
ONE LARKIN CENTER  
YONKERS, NEW YORK 10701**



**AMENDMENT NO. 1 TO CONTRACT #65936**

by and between:

**THE YONKERS PUBLIC SCHOOLS** acting by and through its Board of Education, a school district established pursuant to New York Education Law, having an office and place of business at One Larkin Center, Yonkers, New York 10701 (the "School District")

and

**SUNGARD PUBLIC SECTOR LLC**, a corporation having an office and place of business at 3 West Broad Street, Bethlehem, Pennsylvania 18018 (the "Contractor"),

**WITNESSETH:**

**WHEREAS**, the Original Agreement executed by the School District on June 25, 2009 and was approved by the Board of Education at its meeting of June 17, 2009 (Board Report Number 09-6-490); and

**WHEREAS**, Contractor has agreed to extend certain services provided pursuant to the Original Agreement at agreed upon annual rates that shall not be increased until after September 30, 2018; and

**WHEREAS**, the Board of Education approved this Amendment on June 17, 2015; and

**WHEREAS**, it is acknowledged and agreed that pursuant to the terms of that certain intermunicipal agreement ("IMA") by and between the School District, acting by through its Board of Education ("BOE") and the City of Yonkers ("City") as filed in the Office of the City Clerk on June 16, 2014, the terms of this Amendment are subject to review and revision by the City's Corporation Counsel, as well as approval, if applicable, by the City's Board of Contract and Supply ("BOCS").

**NOW, THEREFORE**, the parties agree as follows:

1. Amended Terms.

a. The Contractor shall provide the following services for the following rates during the 2015-2016 school year:

- i. Access to eSchoolPLUS software and its functions, including both the enrollment online feature and the mobile administration module, at a total monthly rate of \$20,617.98 and at total annual rate of \$247,415.77, which fee is referred to as the SaaS fee.



- ii. Additional training and customization of eSchoolPLUS for the School District for a monthly fee of \$700.00, which totals to annual fee of \$8,400.00; and
    - iii. Maintenance on customizations made during the 2014-2015 school year for a monthly fee of \$592.67, which totals to annual fee of \$7,111.96.
  - b. The Contractor agrees there will be no increase to the School District's annual SaaS fee for the period January 21, 2016 through September 30, 2018. Through September 30, 2018, the annual SaaS fee is and shall remain \$247,415.77.
2. Ratification. Except as specifically amended herein, all of the terms contained in the Original Agreement are hereby ratified and confirmed in all respects, and shall continue to apply with full force and effect.
3. Entire Contract/Order of Precedence. The Original Agreement, inclusive of all addendums and this Amendment constitute the entire contract between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties. To the extent the terms of the Original Agreement, including its Appendices, conflict with the terms of this Amendment, this Amendment shall control.
4. Notices. All notices of any nature referred to in the Original Agreement and Amendment shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), to the addresses first set forth in the Original Agreement and this Amendment or to such other addresses as the respective parties hereto may designate in writing with a copy to the Corporation Counsel, One Larkin Center, 4<sup>th</sup> Fl., Yonkers, New York 10701. Notice shall be effective on the date of receipt.
5. Execution. This Amendment shall not be enforceable until signed by both parties and approved by the Office of the Corporation Counsel. This Amendment may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature page to follow.]



IN WITNESS WHEREOF, the School District and the Contractor have executed this Amendment.

**SCHOOL DISTRICT**

By: [Signature]  
Name: Dr. Nader Sayegh  
Title: President of the Board  
Date: 2/10/16

**SUNGARD PUBLIC SECTOR LLC**

By: [Signature]  
Name: David D. Madea  
Title: Vice-President, Finance  
Date: January 27, 2016

Commonwealth of Pennsylvania  
County of Northampton

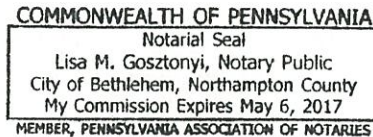
By: [Signature]  
Name: Dr. Edwin Quezada  
Title: Interim, Superintendent  
Date: 2/2/16

Sworn to before me this 27th day of January, 2016.

[Signature]  
Notary Public, Lisa M. Gosztonyi

APPROVED AS TO FORM

[Signature]  
Yonkers ~~County~~ Corporation Counsel  
Associate



DATE BOE APPROVAL: 6/17/15 - 16.5

DATE BOCS APPROVAL: 4/18/15 - 20

BUYER: N/A



**CERTIFICATE OF AUTHORITY**  
**(CORPORATION)**

I, Chris Everleth ,  
(Officer other than officer signing contract)

certify that I am the Vice-President, Development of  
(Title)

the SunGard Public Sector LLC  
(Name of Corporation)


a corporation duly organized and in good standing under the Florida (Law  
under which organized, e.g., the New York Business Corporation Law) named in the foregoing  
Contract; that

David D. Madea  
(Person executing Contract)

who signed said Contract on behalf of the SunGard Public Sector LLC  
(Name of Corporation)

Was, at the time of execution  
Vice-President, Finance  
(Title of such person)

of the Corporation and that said Contract was duly signed for and on behalf of said Corporation by  
authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and  
effect at the date hereof.

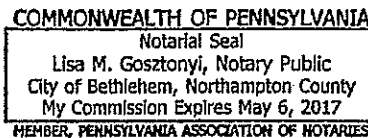
  
(Signature)

Commonwealth of Pennsylvania  
County of Northampton

On the 27<sup>th</sup> day of January in the year 2016 before me, the undersigned, a Notary Public in and  
for said State, Chris Everleth personally appeared, personally known to me or proved to me on the  
basis of satisfactory evidence to be the officer described in and who executed the above certificate,  
who being by me duly sworn did depose and say that he is employed at 3 West Broad Street,  
Bethlehem, PA, and he is an officer of said corporation; that he is duly authorized to execute said  
certificate on behalf of said corporation, and that he signed his name thereto pursuant to such authority.

SWORN to before me this 27<sup>th</sup> day of January, 2016

  
Notary Public, Lisa M. Gosztonyi







**EXHIBIT "A"**

**Questionnaire Regarding Business Enterprises Owned  
and Controlled by Persons of Color or Women**

As part of the City's desire to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in City contracts, and in furtherance of Article VIII of Chapter 13 of the City Code, completion of this form is required.

The term persons of color means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands.

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation or corporation that is (a) at least 51% owned by one or more persons of color or women; (b) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c) an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and (d) an enterprise authorized to do business in this state which is independently owned and operated.

In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR subtitle N Part 540 et seq., or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

1. Are you a business enterprise which is owned and controlled by persons of color or women in accordance with the standards listed above?

- No
- Yes (as a business owned and controlled by persons of color)
- Yes (as a business owned and controlled by women)

2. Are you certified with the State of New York as a minority business enterprise ("MBE") or a women business enterprise ("WBE")?

- No
- Yes (as a MBE)
- Yes (as a WBE)

**If yes, official documentation of such certification must be attached hereto.**

3. If you are a business owned and controlled by persons of color, please specify the minority classifications which apply: N/A

4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply: N/A



5. Are you certified with the Federal Government as a small disadvantaged business concern?

Yes

No

6. Name of Firm/Business Enterprise:

SunGard Public Sector LLC

Address:

3 West Broad Street


Bethlehem, PA 18018

Completed By (Print Name/Title):

David D. Madea

Vice-President, Finance

Signature:





## **EXHIBIT "B"**

### **CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND**

- A. The Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles.
- B. For purposes of this Certification, "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:
- (1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
  - (2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;
  - (3) ban provocative religious or political emblems from the workplace;
  - (4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
  - (5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
  - (6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;
  - (7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
  - (8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
  - (9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.
- C. For purposes of this Certification, "Northern Ireland" shall be understood to be the six counties partitioned from the Irish Province of Ulster, and administered from London and/or from Stormont.
- D. The Contractor agrees that the warranties and representation in paragraph "A" are material conditions of this Contract. If the City receives information that the Contractor is in violation of paragraph "A", the City shall review such information and give the Contractor opportunity to respond. If the City finds that such a violation has occurred, the City may declare the Contractor in default, and/or terminate this Contract. In the event of any such termination, the City may procure the supplies, services or work from another source in accordance with applicable law.



The Contractor shall pay to the City the difference between the contract price for the uncompleted portion of this Contract and the cost to the City of completing performance of this Contract either by itself or by engaging another contractor. If this is a contract other than a construction contract, the Contractor shall be liable for the difference in price if the cost of procurement from another source is greater than what the City would have paid the Contractor plus any reasonable costs the City incurs in any new procurement and if this is a construction contract, the City shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Contract. In addition, the Contractor may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Contractor, giving the Contractor the opportunity for a hearing at which the Contractor may be represented by counsel. The rights and remedies of the City hereunder shall be in addition to, and not in lieu of, any rights and remedies the City has pursuant to this Contract or by operation of law or in equity.

Agreed:

SunGard Public Sector LLC

*(Legal Name of Person, Firm or Corporation)*

By:

*David D. Madea*

*(Signature of Authorized Representative)*

David D. Madea, Vice-President, Finance

*(Title)*

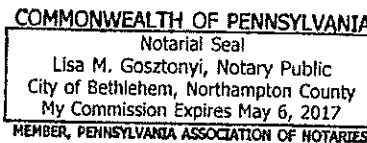
Dated:

January 27, 2016

Commonwealth of Pennsylvania  
County of Northampton

SWORN to before me this 27<sup>th</sup> day  
of January, 2016

*Lisa M. Gosztanyi*  
Notary Public, Lisa M. Gosztanyi







**EXHIBIT "C"**

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the City of Yonkers receive information that a Bidder/Contractor is in violation of the above-referenced certification, the City will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the City shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

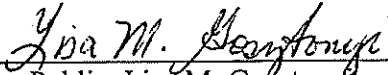
The City reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, David D. Madea, being duly sworn, deposes and says that I am the Vice-President, Finance of the SunGard Public Sector LLC and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

Commonwealth of Pennsylvania  
County of Northampton

  
\_\_\_\_\_  
SIGNED - David D. Madea

SWORN to before me this 27<sup>th</sup> day  
of January, 2016

  
\_\_\_\_\_  
Notary Public, Lisa M. Gosztonyi

