

DOCUMENT ROUTING FORM

11/27/13

NAME OF DOCUMENT: Broward County CADD (3<sup>rd</sup> Separate Agmts)

Approved Comm. Mtg. on 11/19/13 Pur-9, 2012 CAR# 13-1513  
Memo

ITEM:  M -  PH -  O -  CR -  R  
2 Software & License Agmts; 2 Software Maintenance Agmt

Routing Origin:  CAO  ENG.  COMM. DEV.  OTHER 3 Agency Access Agmts

Also attached:  copy of CAR  copy of document  ACM Form  # 2 originals

By: CP forwarded to: \_\_\_\_\_  
Initials

Capital Improvements defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

1.) Approved as to Content: [Signature]  
Department Director

Please Check the proper box: CIP FUNDED  YES  NO  
Capital Improvement Projects

2.) Approved as to Funds Available: by (see attached CAM) Date: \_\_\_\_\_  
Finance Director

Amount Required by Contract/Agreement \$ \_\_\_\_\_ Dept./Div. \_\_\_\_\_

FUNDING SOURCE: Index/Sub-object \_\_\_\_\_ Project # \_\_\_\_\_

3.) City Attorney's Office: Approved as to Form # 2 Originals of each agmt to City Mgr. By: \_\_\_\_\_

Harry A. Stewart \_\_\_\_\_ Cole Copertino \_\_\_\_\_ Robert B. Dunckel \_\_\_\_\_  
Ginger Wald \_\_\_\_\_ D'Wayne Spence \_\_\_\_\_ Paul G. Bangel [Signature] ←  
Carrie Sarver \_\_\_\_\_ DJ Williams-Persad \_\_\_\_\_

4.) Approved as to content: Assistant City Manager:

By: \_\_\_\_\_ By: \_\_\_\_\_  
Stanley Hawthorne, Assistant City Manager Susanne Torriente, Assistant City Manager

5.) City Manager: Please sign as indicated and forward # 2 originals of each to Mayor.

6.) Mayor: Please sign as indicated and forward # 2 originals of each to Clerk.

7.) To City Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

8.) City Clerk: retains one original document and forwards 1 original documents to CARRIE K (5141)

Copy of document to \_\_\_\_\_  Original Route form to \_\_\_\_\_  
 Attach \_\_\_\_\_ certified copies of Reso. # \_\_\_\_\_  Fill-in date

11/26

CUSTOMER NO. \_\_\_\_\_; CONTRACT NO. \_\_\_\_\_

## SOFTWARE LICENSE AND SERVICES AGREEMENT

BETWEEN

**SunGard Public Sector Inc.**  
a Florida corporation

with headquarters at:

1000 Business Center Drive  
Lake Mary, FL 32746

**("SunGard Public Sector" or "Contractor")**

AND

**City of Fort Lauderdale**  
1300 W Broward Boulevard  
Fort Lauderdale, FL 33312

**(for purposes of this Agreement, "Customer" or "City")**

By the signatures of their duly authorized representatives below, SunGard Public Sector and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

The terms and conditions contained in this Agreement, including prices, will be honored as set forth herein, provided the Agreement is fully executed and delivered by December 31, 2013


CITY

ATTEST:

  
Jonda K. Joseph, City Clerk

CITY OF FORT LAUDERDALE

  
John P. "Jack" Seiler, Mayor

 FOR  
Lee R. Feldman, City Manager

Approved as to form:

  
Senior Assistant City Attorney

**SUNGARD PUBLIC SECTOR**

WITNESSES:

Patricia Smith Patricia Smith  
Print Name:  
Paul C. Valis Paul C. Valis  
Print Name:

SUNGARD PUBLIC SECTOR, INC.

By: Michael Borman  
Michael J. Borman  
President

(Corporate Seal)

ATTEST:

By: CColeman  
Print Name: CCOLEMAN  
Vice President

STATE OF Florida:  
COUNTY OF Seminole:

The foregoing instrument was acknowledged before me this 18 day of NOVEMBER, 2013, by Michael J. Borman as president for SunGard Public Sector, Inc. a Florida corporation.

Patricia C. Montville  
Notary Public, State of Florida  
(Signature of Notary Public)

PATRICIA C. MONTVILLE  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known  OR produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



**T**HIS AGREEMENT is made between SunGard Public Sector Inc. and Customer as of the Execution Date. The parties agree as follows:

## 1. Definitions.

"Baseline" means the general release version of a Component System as updated to the particular time in question through both SunGard Public Sector's warranty services and SunGard Public Sector's Maintenance Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in Exhibit 1 as a Component System, including all copies of Source Code, Object Code and all related specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" means non-public information of a party to this Agreement that is confidential pursuant to Florida law.

"Delivery Address" means the Customer shipping address set forth in Exhibit 1 as the Delivery Address.

"Delivery Date" means, for each Component System, the date on which SunGard Public Sector first ships the Component System to the Delivery Address F.O.B. SunGard Public Sector's place of shipment.

"Discloser" means the party providing its Confidential Information to the Recipient.

"Defect" means a material deviation between the Baseline Component System and its documentation, for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

"Execution Date" means the latest date shown on the signature page of this Agreement.

"Equipment" means a hardware and systems software configuration meeting the "Equipment" criteria set forth in Exhibit 1.

"Exhibit 1" means, collectively: (i) The schedule attached to this Agreement which is marked as "Exhibit 1," including all attached Software Supplements; and (ii) any schedule also marked as "Exhibit 1" (also including any attached Software Supplements) that is attached to any amendment to this Agreement. Other appendices to this Agreement are numbered sequentially and are also "Exhibits."

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

"Software" means the Component Systems listed in Exhibit 1.

"Customer Employees" means: (i) Customer's employees with a need to know; and (ii) third party consultants engaged by Customer who have a need to know, who have been pre-approved by SunGard Public Sector, and who, prior to obtaining access to the Software, have executed a SunGard Public Sector-approved non-disclosure agreement.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"Recipient" means the party receiving Confidential Information of the Discloser.

"Software Supplement" means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

**2. Right to Grant License and Ownership.**  
SunGard Public Sector has the right to grant

Customer this license to use the Software. Except as otherwise indicated in a Software Supplement, SunGard Public Sector owns the Software.

**3. License.** Subject to the terms and conditions of this Agreement, SunGard Public Sector grants Customer a perpetual, non-exclusive, non-transferable license to use and copy for use the Software on the Equipment within the United States of America for Customer's own, non-commercial computing operations. Any rights not expressly granted in this Agreement are expressly reserved.

(a) Source Code. SunGard Public Sector has placed the Source Code for those SunGard Public Sector-proprietary (as opposed to third party-owned) Component Systems identified in Exhibit 1 in escrow with Iron Mountain Intellectual Property Management ("Iron Mountain") pursuant to a Source Code Escrow Agreement between Iron Mountain and SunGard Public Sector ("Escrow Agreement"). SunGard Public Sector updates such Source Code escrow deposits at least once a calendar year. Such Source Code will only be made available on the release terms of the Escrow Agreement, and only to those SunGard Public Sector licensees that have elected to be named "Preferred Beneficiaries" under the Escrow Agreement by executing a Preferred Beneficiary Acceptance Form and paying Iron Mountain the beneficiary fee specified by Iron Mountain (as of the Execution Date, approximately \$800 per year). SunGard Public Sector will provide Licensee with a copy of the Preferred Beneficiary Acceptance Form at Licensee's request.

(b) Object Code. Customer has right to use the Software in Object Code form. Customer also has the right to use the Software in Object Code form temporarily on another SunGard Public Sector-supported configuration, for disaster recovery of Customer's computer operations.

(c) Documentation. Except as otherwise provided for in the applicable Software Supplement, Customer can make a reasonable number of copies of the documentation for each Component System for its use in accordance with the terms of this Agreement.

(d) Restrictions on Use of the Software. Customer is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the Software. Customer is prohibited from using the Software to provide service bureau data processing services or to

otherwise provide data processing services to third parties. Customer will not allow the Software to be used by, or disclose all or any part of the Software, to the extent it is a trade secret pursuant to Florida law, to any person except Customer Employees. Without limiting the foregoing, Customer is permitted to allow use of the input and/or output sensory displays of or from the Software by third parties on a strict "need to know" basis, and such use will not be deemed a non-permitted disclosure of the Software. Customer will not allow the Software, in whole or in part, to be exported outside of the United States of America, in any manner or by any means, without in each instance obtaining SunGard Public Sector's prior written consent and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other appropriate United States governmental authorities.

(e) Intellectual Property Rights Notices. Customer is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that SunGard Public Sector otherwise provides with the Software. Customer must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Customer makes of the Software.

#### **4. Services.**

(a) Generally. SunGard Public Sector will provide Customer with the information services identified in Exhibit 1, for the fees provided in Exhibit 1.

(b) Additional Services. SunGard Public Sector can also provide Customer with additional information services, at SunGard Public Sector's then-current rates, or at such other rates as are agreed to by the parties in an amendment to this Agreement.

(c) Workmanlike Skills. SunGard Public Sector will render all services under this Agreement in a professional and workmanlike manner. SunGard Public Sector will promptly replace any SunGard Public Sector personnel that are rendering services on-site at a Customer facility if Customer reasonably considers the personnel to be unacceptable and provides SunGard Public Sector with notice to that effect, provided that such replacement does not violate any law or governmental regulation applicable to such personnel replacement.

(d) Conditions On Providing Services. In each instance in which SunGard Public Sector is providing Customer with services, SunGard Public Sector and Customer will develop a project plan that identifies each party's responsibilities for such services. The project plan will describe in detail the tentative schedule and the scope of services that SunGard Public Sector will provide. Customer will establish the overall project direction, including assigning and managing the Customer's project personnel team. Customer must assign a project manager who will assume responsibility for management of the project. Customer must ensure that the Equipment is operational, accessible and supported at the times agreed to by the parties in the project plan. While SunGard Public Sector is providing such services, Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations, including remote access to the Equipment.

**5. Delivery.** Except as otherwise provided in Exhibit 1, SunGard Public Sector will deliver all Component Systems to Customer at the Delivery Address.

**6. Payment and Taxes.**

(a) Payment.

(i) License Fees. Fees for the Software will be due to SunGard Public Sector as provided for in Exhibit 1.

(ii) Professional Services Fees. Except as otherwise provided in Exhibit 1, fees for professional services will be invoiced on a monthly basis in arrears and will be due within (30) thirty days from the date of invoice. Customer will reimburse SunGard Public Sector for travel and living expenses that SunGard Public Sector incurs in providing Customer with services under this Agreement. Such travel and living expenses will be governed in accordance with the limitations of FSS 112.061 and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice.

(b) Taxes. Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement, the Software, any services provided or payments made under 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 SunGard Public Sector with a valid tax exemption

certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, or proof of exemption, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

(c) Scheduled Resource Changes: For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

**7. Limited Warranty, Disclaimer of Warranty and Election of Remedies.**

(a) Limited Software Warranty by SunGard Public Sector and Remedy For Breach. For each Component System, SunGard Public Sector warrants to Customer that, for a period of twelve (12) months after the Delivery Date, the Baseline Component System, as used by Customer on the Equipment for its own, non-commercial computing operations, will operate without Defects. For each Defect, SunGard Public Sector, as soon as reasonably practicable and at its own expense, will provide Customer with an avoidance procedure for or a correction of the Defect. If, despite its reasonable efforts, SunGard Public Sector is unable to provide Customer with an avoidance procedure for or a correction of a Defect, then, subject to the limitations set forth in Section 16 of this Agreement, Customer may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and SunGard Public Sector's sole obligations for breach of this limited warranty are contained in this Section 7(a).

(b) Disclaimer of Warranty. The limited warranty in Section 7(a) is made to Customer exclusively and is in lieu of all other warranties. **SUNGARD PUBLIC SECTOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR THE SOFTWARE, IN WHOLE OR IN PART. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT THE SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT. CUSTOMER**

**WAIVES ANY CLAIM THAT THE LIMITED WARRANTY SET FORTH IN SECTION 7(A) OR THE REMEDY FOR BREACH OF SUCH LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.**

(c) Abrogation of Limited Warranty. The limited warranty in Section 7(a) will be null and void if: (i) anyone (including Customer) other than SunGard Public Sector modifies the Baseline Component System; or (ii) Customer does not implement changes that SunGard Public Sector provides to correct or improve the Baseline Component System. If despite any modification of the Component System, SunGard Public Sector can replicate the reported problem in the Baseline Component System as if the problem were a Defect, then SunGard Public Sector will nonetheless provide Customer with an avoidance procedure for or a correction of that reported problem for use in the Baseline Component System as though the reported problem were a Defect.

(d) FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 7 AND 16 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER CUSTOMER HAS ACCEPTED ANY SOFTWARE OR SERVICE UNDER THIS AGREEMENT.

8. Confidential Information. Except as otherwise permitted under this Agreement or provided by law, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Software and any software provided with the Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period in accordance with Florida law. However, Customer's obligations to maintain both the Software and any software provided with the Software as confidential will survive as long as the Software and any software provided with the Software is a trade secret and confidential pursuant to Florida law.

SunGard Public Sector owns or has the right to license the Software. To the extent the Software is a trade secret pursuant to Florida law it is confidential and may not be disclosed to a third party without SunGard Public Sector's written consent. SunGard Public Sector represents that SunGard Public Sector considers the Software to contain trade secrets as defined by Section 812.081(1)(c), Florida Statutes (2013) as may be amended or revised. To the extent Customer relies on SunGard Public Sector's assertion that the Software contains trade secrets as defined by Section 812.081(1)(c), Florida Statutes (2013) as may be amended or revised, does not disclose the Software in response to a public records request, and a third party disputes Customer's failure to disclose or makes a claim to compel Customer to disclose such Software, SunGard Public Sector agrees to defend at SunGard Public Sector's expense, and indemnify and hold harmless Customer and Customer's officers, employees, agents, and representatives from and against any such claim, lawsuit, judgment, fine, expense, cost, or penalty, including any award of attorney fees and any award of costs, that may arise or be occasioned by Customer's failure to disclose the Software based on SunGard Public Sector's request not to disclose such Software.

Notwithstanding anything to the contrary set forth herein, SunGard Public Sector and Customer understand and acknowledge that Customer is subject to the Florida public records law and Customer's records must be disclosed, unless there is a specific exemption or confidentiality provision provided by law. Upon receipt of a public records request for the Software, Customer agrees to notify SunGard Public Sector in the manner set forth in Section 11.

9. Indemnity by SunGard Public Sector. SunGard Public Sector will defend, indemnify and hold Customer harmless from and against any loss, cost and expense that Customer incurs because of a claim that use of a Baseline Component System infringes any United States copyright of others. SunGard Public Sector's obligations under this indemnification are expressly conditioned on the following: (i) Customer must promptly notify SunGard Public Sector of any such claim; (ii) Customer must in writing grant SunGard Public Sector sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Customer chooses to represent its own interests in any such action, Customer may do so at its own expense, but such representation must not prejudice SunGard Public Sector's right to control

the defense of the claim and negotiate its settlement or compromise); (iii) Customer must cooperate reasonably with SunGard Public Sector to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications or (with the express exception of the other Component Systems and third party hardware and software specified by SunGard Public Sector in writing as necessary for use with the Software) from the use or combination of products provided by SunGard Public Sector with items provided by Customer or others. If any Component System is, or in SunGard Public Sector's opinion is likely to become, the subject of a United States copyright infringement claim, then SunGard Public Sector, at its sole option and expense, will either: (A) obtain for Customer the right to continue using the Component System under the terms of this Agreement; (B) replace the Component System with products that are substantially equivalent in function, or modify the Component System so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Customer the portion of the license fee paid to SunGard Public Sector for the Component System(s) giving rise to the infringement claim, less a charge for use by Customer based on straight line depreciation assuming a useful life of five (5) years. **THE FOREGOING IS SUNGARD PUBLIC SECTOR'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

#### **10. Term and Termination.**

(a) Right of Termination. A party has the right to terminate this Agreement as follows if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to SunGard Public Sector of a suspected Defect will not constitute a notice of termination of this Agreement.

(b) Effect of Termination. Upon termination of this Agreement by either party, except as

otherwise provided by Florida law, Customer will promptly return to SunGard Public Sector or (at SunGard Public Sector's request) will destroy all copies of the Software, and will certify to SunGard Public Sector in writing, over the signature of a duly authorized representative of Customer, that it has done so.

(c) Survival of Obligations. Except as otherwise provided by Florida law, all obligations relating to non-use and non-disclosure of Confidential Information and indemnity will survive termination of this Agreement.

(d) Termination Without Prejudice to Other Rights and Remedies. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

**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 confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices.

**12. Force Majeure.** Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

**13. Assignment.** Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: SunGard Public Sector's assignment of this Agreement or of any SunGard Public Sector rights under this Agreement to SunGard Public Sector's successor by merger or consolidation or to any



person or entity that acquires all or substantially all of its capital stock or assets; and SunGard Public Sector's assignment of this Agreement to any person or entity to which SunGard Public Sector transfers all of its rights in the Software.

**14. 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.

**15. Choice of Law; Venue; Severability.** This Agreement will be governed by and construed under the laws of the State of Florida, without reference to the choice of laws provisions thereof. If any provision of this Agreement is held by a court of competent jurisdiction to be 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. Venue for any lawsuit by either party against the other party or otherwise arising out of this agreement, and for any other legal proceeding, shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

**16. LIMITATIONS OF LIABILITY.**

**(a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR.** EXCEPTING SUNGARD PUBLIC SECTOR'S OBLIGATIONS TO INDEMNIFY CUSTOMER FOR THIRD-PARTY CLAIMS PURSUANT TO SECTION 19 OF THIS AGREEMENT, SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE SOFTWARE, ANY SERVICES, THIS LICENSE OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEE THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR (OR, IF NO DISCRETE FEE IS IDENTIFIED IN EXHIBIT 1, THE FEE REASONABLY ASCRIBED BY SUNGARD PUBLIC SECTOR) FOR THE COMPONENT SYSTEM OR SERVICES GIVING RISE TO THE LIABILITY.

**(b) EXCLUSION OF DAMAGES.** REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF

**CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.**

**(c) BASIS OF THE BARGAIN.** CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR 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.

**17. Entire Agreement.** 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. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. 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.

**18. Insurance.** The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall include the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for including the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance

company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

**Workers' Compensation and Employers' Liability Insurance**

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes  
Employers' Liability - \$500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

**Commercial General Liability Insurance**

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

- This coverage must include, but not limited to:
- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
  - b. Coverage for Premises/Operations
  - c. Products/Completed Operations
  - d. Broad Form Contractual Liability
  - e. Independent Contractors

**Automobile Liability Insurance**

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury \$250,000 each person,  
\$500,000 each occurrence  
Property damage \$100,000 each occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale  
Procurement Services Division  
100 N. Andrews Avenue, Room 619  
Fort Lauderdale, FL 33301

**19. Indemnification.** General Indemnity. SunGard Public Sector will defend, indemnify and hold Customer harmless from and against any loss, cost and expense that Customer incurs in connection with a claim asserted against Customer by a third party for: (i) bodily injury or death; or (ii) damage to any tangible or real property, and in either instance, to the extent proximately caused by the negligent acts or omissions of SunGard Public Sector. SunGard Public Sector's obligations under this indemnification are expressly conditioned on the following: (i) Customer must promptly notify SunGard Public Sector of any such claim; (ii) Customer must in writing grant SunGard Public Sector sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Customer chooses to represent its own interests in any such action, Customer may do so at its own expense, but such representation must not prejudice SunGard Public Sector's right to control the defense of the claim and negotiate its settlement or compromise); and (iii) Customer must cooperate with SunGard Public Sector to facilitate the settlement or defense of the claim. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

**20. Public Records.** Notwithstanding anything contained in this Agreement to the contrary, Contractor shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2013), as may be amended or revised, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a

format that is compatible with the information technology systems of the City.

**21. Scrutinized Companies.** Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135,

Florida Statutes (2013), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2013), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2013), as may be amended or revised.

**EXHIBIT 1**

Customer: **City of Fort Lauderdale**

Delivery Address: **1300 W Broward Boulevard, Fort Lauderdale, FL 33312**

**SOFTWARE<sup>1, 2, 3:</sup>**

Qty	Part #	Component System	License Fee
		<b>Records Management System</b>	
300	RMS-AW-T1	ADDITIONAL RMS WORKSTATION LICENSE	\$ 188,400.00
300	RMS-MAP-AW-T1	ADDITIONAL RMS MAP DISPLAY AND PIN MAPPING LICENSE	29,400.00
		<b>Mobile Computing</b>	
390	MCT-BMS-T15	BASE MOBILE SERVER SOFTWARE	46,410.00
390	MCT-MFR-REV-T15	REVIEW MODULE FOR FIELD REPORTING	38,610.00
390	MCT-NOCAD-T15	MCT CLIENT - NO CAD INTERFACE <sup>1</sup>	99,060.00
390	MCT-MAP-T15	MCT CLIENT - MAPS	31,980.00
390	MCT-MFR-OFF-T15	MFR CLIENT - BASE INCIDENT/OFFENSE	165,360.00
390	MCT-MFR-ACC-T15	MFR CLIENT - ACCIDENT REPORTING	83,070.00
390	RMS-WIZ-CLIENT-T1-T15	ACCIDENT WIZARD WORKSTATION LICENSE	9,750.00
390	MCT-MFR-ARREST-T15	MFR CLIENT - ARREST	49,920.00
390	MCT-MFR-AFF-T15	MFR CLIENT - ARREST AFFIDAVIT	58,500.00
390	MCT-MFR-CITATION-T15	MFR CLIENT - CITATION	83,070.00
1	MCT-MFR-CANINE-T15	MFR CLIENT - CANINE	150.00
30	MCT-MFR-MBLN-CLIENT-T15	MFR CLIENT- MOBLAN VERSION	7,500.00
		<b>Web Based Applications</b>	
1	INT-P2C	POLICE 2 CITIZEN	12,000.00
		<b>Subtotal</b>	<b>\$ 903,180.00</b>
1	DISCOUNT	LICENSE FEE DISCOUNT	\$ (90,318.00)
		<b>TOTAL LICENSE FEE</b>	<b>\$ 812,862.00</b>

**Notes to Software Table:**

<sup>1</sup> Interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

<sup>2</sup> Customer's right to use the underlying Component System is strictly conditioned upon the execution of an Agency Access Agreement by and among SunGard Public Sector, Customer, and Broward County.

<sup>3</sup> Note: Mobile Computing applications do not include AVL hardware. Certain Component System applications require specific third party hardware and/or software for functionality. Customer is responsible for procuring such items (if not otherwise provided in the Pay Agency Products schedule below).

**SERVICES<sup>1, 2</sup>:**

Qty.	Part #	Description	Training	Installation	Project Management	Professional Services	Implementation	Conversion
		<b>Implementation Services</b>						
1	RMS-PROJ-MGNT	PROJECT MANAGEMENT			\$ 74,880.00			
1	RMS-PROF-ADD	WORKFLOW REVIEW AND ANALYSIS				\$ 19,200.00		
1	RMS-INST	RMS INSTALLATION		\$ 1,400.00				
1	RMS-MNT-TRN	RMS MAINTENANCE TRAINING FOR ADD-ON AGENCY	\$ 3,840.00					
		RMS BUILD ASSISTANCE						
1	RMS-PROF-ADD					7,680.00		
1	MFR-INST	INSTALLATION MOBILE FIELD REPORTING		700.00				
		MOBILE FIELD REPORTING MAINTENANCE TRAINING AND BUILD ASSISTANCE						
1	MCT-PROF-ADD					6,400.00		
1	RMS-TTT-TRN	RMS TRAIN THE TRAINER TRAINING	11,520.00					
1	RMS-PROF-ADD-IMPL	RMS IMPLEMENTATION SERVICES					\$ 23,320.00	
1	MCT-IMPL	MOBILE IMPLEMENTATION SERVICES					27,840.00	
1	RMS-PROF-ADD-IMPL	GIS BUILD ASSIST					5,600.00	
2	MFR-TTT-TRN	MOBILE FIELD REPORTING TRAIN THE TRAINER TRAINING	20,480.00					
1	RMS-PROF-ADD-TECH	ADDITIONAL TECHNICAL PROFESSIONAL SERVICES				8,400.00		
1	MCT-PROF-ADD-TECH	MESSAGE SWITCH BUILD				9,800.00		
1	RMS-AM-INST	CA PLUS INSTALLATION		1,400.00				
1	RMS-ADD-TRN	CA PLUS USER TRAINING	3,500.00					
1	RMS-P2P-INST	P2P SOFTWARE INSTALLATION CHARGES		1,400.00				
1	RMS-P2P-TRN	P2P USER TRAINING	640.00					
1	INT-P2C-INST	POLICE 2 CITIZEN INSTALLATION		4,200.00				
1	RMS-PROF-ADD	POLICE 2 CITIZEN ADMIN TRAINING	1,280.00					
1	RMS-ADD-TRN	RMS ADD-ON MODULE USER TRAINING	8,320.00					
1	MCT-ADD-TRN	MFR ADD ON MODULE USER TRAINING "POWER USER"	3,840.00					
1	RMS-PROF-ADD-IMPL	WORKFLOW VALIDATION					12,800.00	
4	RMS-DET-TRN	RMS TRAINING FOR INVESTIGATORS	15,360.00					
1	RMS-OVR-TRN	RECORDS MANAGEMENT SYSTEM OVERVIEW TRAINING	5,120.00					
		MOBILE FIELD REPORTING "POWER USER" TRAINING I						
3	MCT-PROF-ADD		13,440.00					
3	MCT-ADD-TRN	MFR ADD ON MODULE USER TRAINING "POWER USER"	11,520.00					
1	MCT-PROF-ADD	ADDITIONAL GO-LIVE SUPPORT MFR PHASE 2				15,360.00		
		<b>Conversion Services</b>						
1	RMS-PROF-ADD-IMPL	ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES					2,800.00	
1	RMS-DATA CONV	ADDITIONAL PROFESSIONAL SERVICES						\$ 89,760.00
1	RMS-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES ORACLE DATA EXTRACTION				6,000.00		
		<b>TOTAL SERVICES FEE:</b>	\$ 98,860.00	\$ 9,100.00	\$ 74,880.00	\$ 72,840.00	\$ 72,360.00	\$ 89,760.00

**Notes to Services Table:**

<sup>1</sup> Pricing is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Agreement. The total amount that Customer will pay for these services (i.e., the "TOTAL SERVICES FEE") will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current list price rates for the services at issue.

<sup>2</sup> Travel and living expenses are additional and will be billed monthly as SunGard Public Sector renders the services.

**PAY AGENCY PRODUCTS<sup>1</sup>:**

Qty.	Part #	Pay Agency Products	Hardware & Software	Services	Initial Annual Maintenance
		None			
		<b>Pay Agency Products Totals</b>			

**Notes to Pay Agency Products Table:**

<sup>1</sup> Actual shipping charges are additional and will be due upon delivery.

**SUMMARY OF COSTS**

	Price
Component Systems	\$ 812,862.00
Services	417,800.00
<b>Total</b>	<b>\$1,230,662.00</b>

**APPLICABLE TAXES ARE NOT INCLUDED IN THIS EXHIBIT 1, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.**

**The amounts noted above shall be payable as follows:**

License Fee: 100% on the Execution Date.

Installation: On invoice, upon completion.

Project Management: 100% on the Execution Date.

Training Fees: On invoice, upon completion.

Professional Services Fees: On invoice daily, as incurred.

Conversion Fees: 100% on the Execution Date.

Implementation Services Fee: 50% on the Execution Date; 50% on invoice, upon completion.

**EQUIPMENT:** Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which SunGard Public Sector supports the Software. Customer acknowledges that certain Component Systems of the Software may require specific host or client configurations. Customer, as soon as reasonably practicable, will provide a detailed written description of the Equipment so that SunGard Public Sector can confirm that it is a configuration on which SunGard Public Sector supports use of the Software.

**NOTICE:** To use any of the Software, Customer must also obtain, install on the Equipment and maintain SunGard Public Sector-supported versions of certain software products and software/hardware peripherals. By this notice, SunGard Public Sector is advising Customer that Customer should consult with its SunGard Public Sector Professional Services representative to obtain a written listing of such necessary software products and software/hardware peripherals. General Project Conditions are as follows:

## GENERAL PROJECT CONDITIONS

### General Project Conditions - Applies to Entire Project

- Item 1:** This Agreement is based on the assumption that a Windows 2000 or higher Domain is already in place and functional. If this is not the case, the Customer is required to provide all necessary equipment and services for such implementation.
- Item 2:** The Customer shall provide a certified TCP/IP network with all communications equipment and any other required components. The cabling of this network, installation of punch down panels, hubs, routers, etc. will be the responsibility of the Customer. Additionally, the Customer is responsible for acquiring software that is needed for monitoring and maintaining the network. Customer must provide remote access to its facility using a SunGard Public Sector approved remote access client so that SunGard Public Sector can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for SunGard Public Sector staff and each session participant.
- Item 3:** SunGard Public Sector always recommends the highest performance connection for all LAN and WAN connections. Listed below are SunGard Public Sector's recommendations in order of highest throughput:
- a. 1 Gb CAT5 (LAN) or Fiber (WAN)
  - b. 100 Mb CAT5 (LAN) or Fiber (WAN)
  - c. 10 Mb CAT5 (LAN) or Fiber (WAN)
  - d. Line of Site Technology
- Item 4:** If applicable, all RMS/JMS Workstations must be connected to a 10 Mb/sec or faster TCP/IP LAN. SunGard Public Sector recommends a 100 Mb/sec Switched LAN for optimum performance.
- Item 5:** If applicable, all CAD Workstations must be connected to a dedicated 100 Mb/sec switched TCP/IP LAN.
- Item 6:** The Customer is responsible for the physical placement of all CAD and/or RMS/JMS workstations and certifying that they are operational on the Customer's network. SunGard Public Sector will load our CAD and/or RMS/JMS software on up to five (5) CAD and/or RMS/JMS workstations and train the Customer on the loading process.
- Item 7:** SunGard Public Sector's CAD Application Software interfaces with the E911 telephone switch via an RS-232 Serial Cable. The Customer must provide this cable (with accurate pin-outs) to connect their E911 ALI Controller's CAD Port to the SunGard Services Workstation's serial port. The maximum length of this cable is 50 feet. In the event that a single CAD Server is servicing multiple communication centers (one CAD Server and multiple E911 ALI sources), a SunGard Public Sector Services Workstation will be required for each PSAP for proper ALI functionality. The Customer must also provide SunGard Public Sector with accurate ALI interface data formats from their E911 Vendor.

**Item 8:** In acquiring SunGard Public Sector's Message Switch and Mobile Software, the Customer is responsible for all of the associated costs for wireless, WAN and LAN communication with the local provider/State/NCIC networks. This may include the following:

- i. Dedicated Line
- ii. Any encryption to meet State and FBI requirements
- iii. DSU to State
- iv. Any wireless carrier charges and setup
- v. Any installation Charges
- vi. Recurring charges or costs
- vii. Surcharges by the State

**Item 9:** The Customer shall implement an Uninterruptible Power Supply (UPS) system for all servers and all CAD workstations. This can be at the machine level or at the site level. SunGard Public Sector recommends the use of an enterprise level Master UPS and external generator for full power backup.

**Item 10:** SunGard Public Sector software is designed for use with laser jet printers for report output in order to utilize the wider margins available. Report output on non-laser printers (inkjet, dot-matrix, etc.) may be adequate, but is not guaranteed by SunGard Public Sector.

**Item 11:** Virtual Environment Platform

Infrastructure Overview.

The server hardware may be made up of physical servers, virtual servers (using VMware ESX), or a combination of the two, provided, however, that following conditions apply.

Customer and VMware are responsible for selecting the appropriate VMware application software and solution.

VMware supports a set of certified operating systems and hardware. Customer and VMware are responsible for any interactions and/or issues that arise at the hardware or operating system layer as a result of their use of VMware.

The use of a VMware virtual machine adds software overhead, which may impact performance or scalability. Any statements made by SunGard Public Sector on expected product performance on a hardware platform cannot be interpreted to apply to a virtual machine running on the same hardware platform. Customer must allocate at least an equivalent amount of virtualized resources to the OSSI systems in order to address performance issues. The VMware organization can provide information on how to tune your environment to maximize the performance within a virtual machine. If a performance issue is reported, the VMware layer, as well as the software, will be suspect in the research. Any research required on the VMware performance will be the responsibility of the Customer.

SunGard Public Sector will use commercially reasonable efforts to investigate potential issues with OSSI software running in conjunction with VMware. Where issues are confirmed to be unrelated to the VMware software, SunGard Public Sector will support its software in a manner that is consistent with support provided when that software is running natively under the host operating system.

Required and/or optional software vendors may not support VMware software. These vendors may require the issue to be reproduced independently from VMware software.



## DESCRIPTIONS:

Part Number: RMS-AW-T1

Description: ADDITIONAL RMS WORKSTATION LICENSE

Long Description: This is for an additional RMS workstation license.

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Part Number: RMS-MAP-AW-T1

Description: ADDITIONAL RMS MAP DISPLAY AND PIN MAPPING LICENSE

Long Description: Provides the ability to pin map locations from SunGard's Records Management System searches and view multiple layers.

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Part Number: MCT-BMS-T15

Description: BASE MOBILE SERVER SOFTWARE

Long Description: Server license of SunGard's Mobile Server Software. Mobile Server processes all mobile inquiries to SunGard's CAD and RMS databases.

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Part Number: MCT-MFR-REV-T15

Description: REVIEW MODULE FOR FIELD REPORTING

Long Description: The Field Review Module allows officers to submit reports wirelessly (via the Wireless Network) for supervisor review. The supervisor may then approve the report or deny the report and return the report (via the Wireless Network) to the officer for correction. Once approved, the reports are wirelessly submitted to the agency's RMS.

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Part Number: MCT-NOCAD-T15

Description: MCT CLIENT - NO CAD INTERFACE

Long Description: This allows for a MCT to run State/NCIC queries and car to car messaging only.

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Part Number: MCT-MAP-T15

Description: MCT CLIENT - MAPS

Long Description: Provides the ability for officers to view maps, automatically display the location of a CAD event, and view multiple layers of the same map available in CAD. Maps also allows officers the ability to pin map mobile search results.

---

Part Number: MCT-MFR-OFF-T15

Description: MFR CLIENT - BASE INCIDENT/OFFENSE

Long Description: The Incident/Offense Module provides the ability for officers to enter Incident Reports, Supplement Reports and Field Contacts on the mobile unit. Officers can also perform basic IBR or UCR edits on Incident Reports. The Module provides a notes field in each Module (Incident, Supplements and Field Contacts) to capture narrative.

---

Part Number: MCT-MFR-ACC-T15

Description: MFR CLIENT - ACCIDENT REPORTING

Long Description: Allows officers using SunGard's Mobile product to prepare traffic crash reports in the field. Accident diagram capability may be added by purchasing Sungard's crash wizard and Microsoft Visio.

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Part Number: RMS-WIZ-CLIENT-T1+

Description: ACCIDENT WIZARD WORKSTATION LICENSE

Long Description: This provides the Accident Drawing Wizard per workstation license. Visio standard edition is required on each workstation or laptop.

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Part Number: MCT-MFR-ARREST-T15

Description: MFR CLIENT - ARREST

Long Description: The Arrest Module allows officers using SunGard's Mobile product to capture data for SunGard's standard Arrest Module in RMS.

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Part Number: MCT-MFR-AFF-T15

Description: MFR CLIENT - ARREST AFFIDAVIT

Long Description: This client specific module is for the creation of the Arrest Affidavit from the field. The arrest data is transferred to the Arrest Module within RMS. It allows for the remote printing of the affidavit.

---

Part Number: MCT-MFR-CITATION-T15

Description: MFR CLIENT - CITATION

Long Description: The Citation Module allows officers using SunGard's Mobile product to capture data from the written state citation form.

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Part Number: MCT-MFR-CANINE-T15

Description: MFR CLIENT - CANINE

Long Description: This module is designed to collect information related to activities where a K-9 team has become involved. This module participates in the existing RMS security model, allowing the customer to assign user access rights to the K-9 module. Multiple K-9 activities may be associated with one K-9 record. The module will allow for collection of both "training" and "working"

activities. "Working" activity is defined as non-training events where the K-9 team has become involved. The K-9 tracking module participates in the involvement subsystem by establishing involvements between a valid Incident report record and the K-9 record linked by a common case number. An involvement will also be created to the master location record associated with the K-9 activity.

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Part Number: MCT-MFR-MBLN-CLIENT-T15  
Description: MFR CLIENT- MOBLAN VERSION

Long Description: Provides the ability for the officer to enter Incident Reports, Supplement Reports, Field Contacts and Supervisory Review on the agency's RMS LAN. Officers can also perform basic IBR or UCR edits on Incident Reports. The Module provides a notes field in each module (Incident, Supplements and Field Contacts) to capture the narrative and also provides spell check capability.

---

Part Number: INT-P2C  
Description: POLICE 2 CITIZEN

Long Description: Utilize the Internet to host a portal for citizens to retrieve, enter, and print reports. Our P2C (Police to Citizen) application is a browser-based solution that provides a convenient solution for citizens. Citizens can search accident reports, view the daily bulletin, view missing persons, view the agency's event calendar, enter basic incident reports, perform simple searches, download reports, and complete applications online.

---

Part Number: RMS-PROJ-MGNT  
Description: PROJECT MANAGEMENT

Long Description: Includes professional services from SunGard for management oversight and coordination with the Customer's project management, SunGard's internal resources and any third party vendors. Includes coordinating with the customer's project manager all SunGard related deliveries such as application software, implementation services, and scheduling of SunGard's resources with the customer.

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Part Number: RMS-PROF-ADD  
Description: WORKFLOW REVIEW AND ANALYSIS

Long Description: 15 days of services for law enforcement workflow review and analysis, consisting of:

On-site assessment and review of current processes in core areas (report writing/quality control, case management, evidence control, crime analysis/statistics, other areas as requested by Customer),

Creation of report documenting recommended workflow processes for FLPD within the SunGard system based on gaps between current processes and SunGard functionality and also on observed opportunities to increase process efficiencies. Document provides a "road-map" for the system configuration.

Review report with the Customer; finalize report incorporating customer questions and feedback

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Part Number: RMS-INST  
Description: RMS INSTALLATION

Long Description: One day of service to activate and perform initial configuration of the new agency within the Regional RMS System.

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Part Number: RMS-MNT-TRN  
Description: RMS MAINTENANCE TRAINING FOR ADD-ON AGENCY

Long Description: 3 days of service (consisting of two classroom days and one day of SunGard trainer preparation and follow-up) to review and discuss Agency-specific configuration options and system-build tasks afforded within the County regional RMS system.

---

Part Number: RMS-PROF-ADD  
Description: RMS BUILD ASSISTANCE

Long Description: 6 days of assistance with RMS application configuration-related tasks, including:  
\*Identifying any pick list items the Customer desires to have added to various RMS modules within the regional system, including assistance with preparing the required System Change request for review and approval by the Regional System Governance Board  
\*Building Employees, Users, and Groups, including creating a "permissions matrix" documenting recommended profiles of user rights to be associated with each Group (i.e., job role), entering into RMS the rights associated with each Group.  
\*Setting configuration options based on documented workflow recommendations and on Customer input  
at RMS Maintenance Training

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Part Number: MFR-INST  
Description: INSTALLATION MOBILE FIELD REPORTING

Long Description: Half-day of service to activate and perform initial configuration of the new agency in Mobile Field Reporting

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Part Number: MCT-PROF-ADD  
Description: MOBILE FIELD REPORTING MAINTENANCE TRAINING AND BUILD ASSISTANCE

Long Description: 5 days of services related to Administrator training and configuration of Mobile Field Reporting, consisting of:

Review and selection of agency-specific options within MFR  
Discussion and data entry to create Supervisor Review Groups  
Drawing of crash diagram intersection templates (up to 12) for use with Crash Wizard

---

Part Number: RMS-TTT-TRN  
Description: RMS TRAIN THE TRAINER TRAINING  
Long Description: Up to Eight (8) days of on-site training and assistance designed to prepare agency training staff for conducting RMS User Training. Including overview of Investigator Dashboard and P2P (plus one day prep/follow-up).

---

Part Number: RMS-PROF-ADD-IMPL  
Description: RMS IMPLEMENTATION SERVICES  
Long Description: Up to 17 days of services related to RMS implementation, consisting of

Initial project planning and kick-off (4 days)

Final RMS data audit once all application configuration is completed and prior to end-user training (1 day)

On-site go live support by three SunGard resources (3 days each), including Tech, RMS lead, trainer. Assumes one shift (not to exceed 8 hours in a 24-hour period) per day during daytime hours (7 a.m.-7 p.m.)

Remote post go live consultative assistance as needed by the Customer (3 days)

---

Part Number: MCT-IMPL  
Description: MOBILE IMPLEMENTATION SERVICES  
Long Description: Up to 18 days of services related to implementation of MFR, MCT (no-CAD), and message switch, consisting of:

Initial project planning and kick-off (4 days)

MCT Administrator Training to instruct Customer IT staff on setting up mobile computer to run SunGard MCT, including installation of MCT on up to 5 mobile computers (1 day)

On-site go live support for first phase of MFR roll-out, by four SunGard resources (3 days each), including 1Tech, three MFR trainers. Assumes one shift per day (not to exceed 8 hours in a 24-hour period) during daytime hours (7 a.m.-7 p.m.) for the Technical resource. 24/7 coverage by trainers (1 trainer for each 8 hour period).

Remote post go live consultative assistance as needed by the Customer (1 day)

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Part Number: RMS-PROF-ADD-IMPL  
Description: GIS BUILD ASSIST  
Long Description: Services related to GIS implementation, including:

Final map audit once all polygon changes/additions are completed (1 day)

Up to three days of assistance creating optional map layers used for statistical reporting purposes (e.g., Neighborhoods, Reporting Areas)

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Part Number: MFR-TTT-TRN  
Description: MOBILE FIELD REPORTING TRAIN THE TRAINER TRAINING  
Long Description: Training for Customer's designated MFR software instructors. Hands-on application training on MFR and no-CAD MCT followed by assistance in preparing to train agency personnel on the applications. Assistance includes review of instructor outlines/materials and practice teaching sessions. 8 participants maximum. 7 classroom days plus 1 day of SunGard trainer class preparation and follow-up.

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Part Number: RMS-PROF-ADD-TECH  
Description: ADDITIONAL TECHNICAL PROFESSIONAL SERVICES  
Long Description: Create Agency-Specific SQL Views (1 day)

Assist FLL and BC with misc. technical tasks as needed (validating connectivity, query server configuration assistance, etc.) (5 days)

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Part Number: MCT-PROF-ADD-TECH  
Description: MESSAGE SWITCH BUILD  
Long Description: 7 days of services to enter up to 400 Units and 400 Users into the SunGard Message Switch operational at Broward County. Prerequisite: customer provide a complete list of desired Units and User IDs in Excel prior to SunGard beginning the service. User #s must be consecutive.

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Part Number: RMS-AM-INST  
Description: CA PLUS INSTALLATION  
Long Description: Installation and setup of Crime Analysis Plus.

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Part Number: RMS-ADD-TRN  
Description: CA PLUS USER TRAINING  
Long Description: Training for Crime Analysis Plus

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Part Number: RMS-P2P-INST

Description: P2P SOFTWARE INSTALLATION CHARGES

Long Description: Police to Police installation and training includes one day of services for SunGard to install the P2P application and training for the system administrator responsible for configuring and maintaining P2P. Fee includes one copy of the SunGard P2P Computer-based Training CD-ROM for System Administrators.

Part Number: RMS-P2P-TRN

Description: P2P USER TRAINING

Long Description: Training for end-users (up to 10 people) on P2P. Topics include submitting and viewing results of queries, as well as key interactions with RMS. Class Duration = 4 hours.

SunGard recommends purchasing the companion computer-based training "RMS Basics" CD-ROM as a learning aid for each person attending RMS User training.

Part Number: INT-P2C-INST

Description: POLICE 2 CITIZEN INSTALLATION

Long Description: Includes the installation of SunGard's Police to Citizen (P2C) application on the P2C server. The PC2 server must be provided and identified by the customer and have IIS5 or higher installed.

Part Number: RMS-PROF-ADD

Description: POLICE 2 CITIZEN ADMIN TRAINING

Long Description: P2C System Administrator Training.

Part Number: RMS-ADD-TRN

Description: RMS ADD-ON MODULE USER TRAINING

Long Description: Training for Add-On RMS modules to include:

RMS Accident Module	1/2 Day
RMS Notification Module	1 Day
RMS Bike Registration Module	1/2 Day
RMS Generic Permit Module	1/2 Day
RMS Ordinance Module	1/2 Day
RMS Parking Ticket Administration Module	1/2 Day
RMS Training Module	1/2 Day
RMS Property & Evidence Module	1 Day
RMS Residential Security Watch Module	1/2 Day
RMS Intelligence Module	1/2 Day
RMS Link Analysis Module	1/2 Day

Part Number: MCT-ADD-TRN

Description: MFR ADD ON MODULE USER TRAINING "POWER USER"

Long Description: Training for MFR Add-on Modules to include:

MFR Accident	1 Day
MFR Arrest	1/2 Day
MFR Citation	1/2 Day
MFR Canine	1/2 Day
MCT NOCAD	1/2 Day

Part Number: RMS-PROF-ADD-IMPL

Description: WORKFLOW VALIDATION

Long Description: Up to 10 days of services related to verification of Customer workflow processes the SunGard system, consisting of:

Assisting the Customer in creating workflow scenarios to use in the validation process (up to 5 days)

Providing on-site assistance to the Customer in conducting the workflow validation. Also includes follow-up assistance. (up to 5 days)

Part Number: RMS-DET-TRN

Description: RMS TRAINING FOR INVESTIGATORS

Long Description: This course is intended for law enforcement investigators and detective supervisors who will be using RMS to track and manage cases. Class focuses on case management, searching in all RMS modules, and Investigator Dashboard. Class = up to 2 days on-site, plus one day for class preparation and follow-up.

Part Number: RMS-OVR-TRN

Description: RECORDS MANAGEMENT SYSTEM OVERVIEW TRAINING

Long Description: Three one-day classes providing an overview of the RMS application, including uses of key modules, searching capabilities, and basic navigation and user interface skills. Intended for users of specialty modules (e.g., P&E) or staff in administrative roles. Also includes one day of SunGard trainer class preparation and follow-up.

Part Number: MCT-PROF-ADD

Description: MOBILE FIELD REPORTING "POWER USER" TRAINING

Long Description: Training for personnel designated to become MFR product "go-to" resources or product experts. Hands-on, scenario-based training on base MFR modules, including Incident, Field Contact, and Supplement, as well as on MCT. 10 participants maximum. 2.5 classroom days plus 1 day SunGard trainer preparation follow-up.

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Part Number: MCT-ADD-TRN

Description: MFR ADD ON MODULE USER TRAINING "POWER USER"

Long Description: Training for MFR Add-on Modules to include:

MFR Accident 1 Day  
MFR Arrest 1/2 Day  
MFR Citation 1/2 Day  
MFR Canine 1/2 Day  
MCT NOCAD 1/2 Day

---

Part Number: MCT-PROF-ADD

Description: ADDITIONAL GO-LIVE SUPPORT MFR PHASE 2

Long Description: On-site go live support for second phase of MFR roll-out, by three SunGard trainers (3 days each). 24/7 coverage by trainers (1 trainer for each 8 hour period)

---

Part Number: RMS-PROF-ADD-IMPL

Description: ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES

Long Description: RMS Archive Environment Set-Up.

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Part Number: RMS-DATACONV

Description: ADDITIONAL PROFESSIONAL SERVICES

Long Description: RMS Archive Conversion quote:  
Discovery

Setup, Analysis, SOW

Modules

Names

Arrests (Adult & Juvenile)

Affidavits converted into RMS Arrest module

Incidents (Associated property, vehicles and supplement narratives)

Case Management

Accident

Citation

Field Interview

Gang

Bike Registration

Calls for Service

Employee

Internal Auditing

Go live

Notes / Assumptions:

The proposed data conversion is for one legacy system, ILEADS RMS.

The proposed data conversion is for a single agency, Ft. Lauderdale PD, into an Archive RMS database.

Affidavit data will be converted into the RMS Arrest module.

Known Offender data will not be converted as there is no corresponding RMS module.

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Part Number: RMS-PROF-ADD

Description: ADDITIONAL PROFESSIONAL SERVICES ORACLE DATA EXTRACTION

Long Description: This covers remote services for an Oracle DBA to perform at least two data extractions: one at the start of the data conversion project and the final data pull just prior to go live.

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**Number of Software Supplements Attached: 3**



## GIS SOFTWARE SUPPLEMENT

Customer is solely responsible for providing SunGard Public Sector with accurate and complete data in connection with any Component Systems and SunGard Public Sector services relating to Geographic Information Systems ("GIS"), maps or other geographic analysis.

Customer must provide SunGard Public Sector with accurate GIS resources and accurate data in an ASCII EOO format file or Shape (SHP) format file for street centerlines containing:

- Block ranges (**address ranges are required**)
- Street names
- Street prefixes
- Street suffixes
- Jurisdiction/City Code
- X/Y Coordinate pairs for each street segment (referred to as "ARCS" by ARCINFO)

Customer, and not SunGard Public Sector, is solely responsible for the accuracy of Customer's street inventory and all attribute data associated with street segments. Common data errors and inaccuracies include:

- Missing streets
- Missing street segments
- Missing intersections
- Errors in street names, street prefixes and street type

Without limiting Customer's obligation to provide accurate data, SunGard Public Sector will return to Customer a list of the logical errors discovered by SunGard Public Sector when Customer's street inventory and attribute data are reviewed by SunGard Public Sector's editing/data validation utility tool ("Validation Tool"). The Validation Tool checks for the following logical errors:

- Address range undershoots
- Address range overshoots
- Missing street names
- Missing street ranges

Customer, and not SunGard Public Sector, is solely responsible for correcting all errors and ensuring the accuracy of all GIS provided data. Customer is additionally responsible to digitize all required map layers to support the Public Safety GIS-based CAD and RMS subsystems.

## DATA ACCESS SUBSCRIPTION SUPPLEMENT

### 1. Additional Definitions.

"Agency" means any law enforcement organization that hosts an Agency Database on its own computer system and that makes its Agency Database available for query and retrieval access by other law enforcement agencies having a public service interest in obtaining the information contained on that Agency Database.

"Agency Database" means a compilation of data related to law enforcement, public safety or emergency activities, events or records, made available by an Agency for remote, electronic access. Each Agency maintains sole control over the nature and extent of access to its own Agency Databases.

"Data Sharing Network" means the combination of hardware, software and Agency Databases that enable Agencies to exchange data electronically through Internet protocols.

"Security System" means the combination of a User ID, an Agency Code and a password that uniquely identifies each individual using the Data Sharing Network, and that is required in order for such individual to obtain access to the Server and Agency Databases via the Server.

"Server" means the computer system maintained and operated by SunGard Public Sector, and through which Users obtain remote access to Agency Databases.

"User" means Customer, and includes for purposes of this Supplement the User's employees and agents on a "need to know" basis. Where the Exhibit 1 to which this Supplement is attached identifies a limitation on the number of "Sworn Officers," the term "User" shall mean only that quantity of sworn police officers or State/NCIC query-certified officers employed by User. For the avoidance of doubt, no license is deemed granted to any person meeting the definition of "User" other than Customer itself. The right that any other User acting for on behalf of Customer has pursuant to this Supplement is derivative of Customer's right of use.

**2. Access Subscription to Data Sharing Network.** In connection with Customer's license to use the RMS Component Systems as otherwise provided for in the Agreement, Customer, as the "User," is also obtaining a subscription to access and use the Data Sharing Network, subject to the following additional terms and restrictions:

- a. For the term provided for in Section 2(b) below, Customer will have the right to access the Server to participate in and use the Data Sharing Network. Customer's subscription to use the Data Sharing Network (the "Subscription") permits Customer to send queries and to receive information from Agency Databases made available by other participating Agencies. In connection with the Subscription:
  - i. User may create on-line or printed reports of information retrieved from Agency Databases, and reproduce, reformat, print, display and distribute internally such reports, consistent with User's normal internal procedures.
  - ii. Notwithstanding the foregoing, except as otherwise provided by Florida law, User is prohibited from copying, distributing or displaying any information obtained from the Data Sharing Network for commercial sale, redistribution, broadcast or transfer, or to otherwise use such information in breach of any law providing for confidentiality or privacy; and further, User is prohibited from allowing any other person or entity from using the information in any manner that is prohibited by the terms of this Supplement.
  - iii. User shall not, nor authorize or enable anyone else to, access the Server or use the Software or Data Sharing Network except as expressly permitted in this Supplement.



- b. The Subscription will be co-terminus with the term during which Customer is a subscriber to "Improvements" for the Baseline RMS Component Systems pursuant to the Software Maintenance Agreement entered into by the parties on or about the Execution Date. For the avoidance of doubt, neither Customer nor any User having access to the Data Sharing Network pursuant to Customer's Subscription will have any right to access the Data Sharing Network if Customer is no longer a subscriber to Improvements for the Baseline RMS Component Systems pursuant to the Software Maintenance Agreement.

**3. Security System.** User has sole responsibility and liability for the use and security of all user IDs, Agency Codes and passwords provided by it to any individual. User will comply with all policies and procedures established by SunGard Public Sector from time to time related to the issuance, validation and use of individual passwords. User will promptly notify SunGard Public Sector of the identity of the individual assigned to a particular password and of the loss or misuse of any password or other Security System element. All passwords are subject to cancellation or suspension by SunGard Public Sector at any time and without notice, if SunGard Public Sector has reason to believe that a password has been or is being utilized in any manner or for any purpose not expressly authorized under this Supplement.

**4. Services.** Each Agency Database and all information available through the Data Sharing Network is created by and is under the care, custody and control of, the individual Agencies that makes the same available to the Data Sharing Network. **SUNGARD PUBLIC SECTOR DISCLAIMS ALL RESPONSIBILITY OR LIABILITY WHATSOEVER FOR THE CONTENT OF ANY AGENCY DATABASE OR RETRIEVED INFORMATION, FOR ITS ACCURACY, COMPLETENESS OR TIMELINESS OR FOR ANY DELAY OR NON-AVAILABILITY OF THE DATA SHARING NETWORK OR ANY DATA THEREIN. USER ACCEPTS SOLE RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS AND TIMELINESS OF SUCH CONTENT, FOR ITS AVAILABILITY AND FOR ANY USE TO WHICH IT IS PUT OR RESULTS OBTAINED THEREFROM. CUSTOMER AGREES AND UNDERSTANDS THAT SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY INFORMATION USED, ACCESSED OR PLACED ON ANY AGENCY DATABASE, AND SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION THEREWITH.**

**5. User Responsibilities.**

- a. User is responsible for procuring, installing, and operating the individual computers used to access the Server, for providing a proper physical environment and remote access for such computers, for obtaining and installing an SunGard Public Sector-approved firewall and security system, for securing a dedicated Internet connection sufficient to meet User's data access needs and for providing such training and ongoing support services for individual users.
- b. User is solely responsible for adopting and maintaining procedures and security measures in connection with its use of the Data Sharing Network, any Agency Databases that it maintains, and in connection with any Agency Databases that it accesses. SunGard Public Sector has no responsibility and/or liability whatsoever for any: (1) security breaches or unauthorized access to the Data Sharing Network or to User's system, (2) interruption, delay, errors, or omissions of or in any Agency Database, or the results thereof, including (without limitation) examination and confirmation of data prior to use thereof, (3) provision for identification and correction of errors and omissions, (4) preparation and storage of backup data, and (5) replacement or reconstruction of lost or damaged data or media. User is advised to maintain alternative procedures for obtaining, as needed, information otherwise available through the Data Sharing Network.

- c. User is responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any information or data obtained through the Data Sharing Network, including without limitation any confidentiality or privacy requirements of such laws.
- d. User shall not permit any third party to access or use the Software provided by SunGard Public Sector, nor shall User decompile, disassemble or reverse engineer any of the Software or data structures utilized by the Data Sharing Network or permit any third party to do so.
- e. User warrants and represents that it has sufficient right and authority to grant SunGard Public Sector and other users access to its Agency Databases, to cooperate with SunGard Public Sector, as reasonably necessary, in the performance of this Agreement and to authorize and permit SunGard Public Sector to perform all work required to allow the Data Sharing Network access to User's Agency Databases (if applicable according to Section 6).

**6. Agency Database Sharing.** As part of the Subscription, to the extent allowed by Florida law, Customer, as User, agrees to make its Agency Databases available to the Data Sharing Network. User shall host such Agency Databases on its server and shall cooperate if and when SunGard Public Sector, at its sole discretion, implements minor modifications reasonably required to provide Agency Database compatibility with and accessibility to the Data Sharing Network. Notwithstanding the foregoing, this Section 6 is not applicable where User has purchased a Non-RMS (view only) license and shall not be sharing any data on the P2P network (querying data from other agencies only). Notwithstanding anything to the contrary, User grants SunGard Public Sector permission to use the information contained in User's Agency Database to demonstrate solely to other law enforcement personnel the capabilities of the Data Sharing Network for purposes of increasing the number of departments utilizing the Data Sharing Network.



# SOFTWARE MAINTENANCE AGREEMENT

BETWEEN

**SunGard Public Sector Inc.**  
a Florida corporation  
with headquarters at:  
1000 Business Center Drive  
Lake Mary, FL 32746

("SunGard Public Sector" or "Contractor")

AND

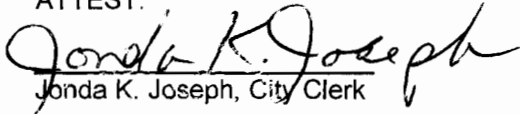
**City of Fort Lauderdale**  
1300 W Broward Boulevard  
Fort Lauderdale, FL 33312

(for purposes of this Agreement, "Customer" or "City")

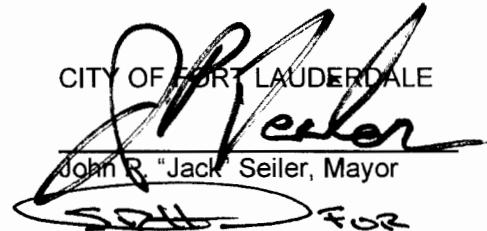
By the signatures of their duly authorized representatives below, SunGard Public Sector and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.


## CITY

ATTEST:

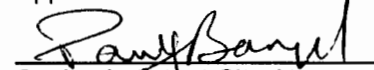
  
Jonda K. Joseph, City Clerk

CITY OF FORT LAUDERDALE

  
John R. "Jack" Seiler, Mayor


  
Lee R. Feldman, City Manager

Approved as to form:

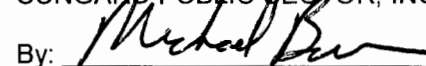
  
Senior Assistant City Attorney

## SUNGARD PUBLIC SECTOR

WITNESSES:

  
Patricia Smith  
Print Name: Paul C. Valis  
Print Name:

SUNGARD PUBLIC SECTOR, INC.

By:   
Michael J. Borman  
President

(Corporate Seal)

ATTEST:

By: *C. Cowan*  
Print Name: COUSMAN  
Vice President

STATE OF Florida:  
COUNTY OF Seminole:

The foregoing instrument was acknowledged before me this 18 day of NOVEMBER, 2013, by Michael J. Borman as president for SunGard Public Sector, Inc. a Florida corporation.

*Patricia C. Montville*  
Notary Public, State of Florida  
(Signature of Notary Public)

Patricia C. Montville  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known  OR produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



**T**HIS AGREEMENT is entered into between SunGard Public Sector and Customer on the Execution Date.

SunGard Public Sector and Customer have entered into a Software License and Services Agreement dated as of the Execution Date (the "License Agreement") for the Software. Customer desires that SunGard Public Sector provide Maintenance and Enhancements for and new releases of the Baseline Software identified in Exhibit 1 on the terms and conditions contained in this Agreement, and for the Custom Modifications identified in Exhibit 1 on the terms and conditions of this Agreement. Accordingly, the parties agree as follows:

1. Incorporation By Reference. Sections 1 (Definitions), 8 (Confidential Information), 11 through 15, (Notices, Force Majeure, Assignment, No Waiver and Choice of Law; and Severability, respectively), 18 (Insurance), 19 (Indemnification), 20 (Public Records), and 21 (Scrutinized Companies) of the Software License and Services Agreement are incorporated into this Agreement by this reference as fully as if written out below. If any provision incorporated by reference from the License Agreement conflicts with any provision of this Agreement, the provision of this Agreement will control.

2. Additional Definitions.

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, each one (1) year period beginning on the Execution Date or the anniversary thereof, and ending one (1) year thereafter.

"Custom Modification" means a change that SunGard Public Sector has made at Customer's request to any Component System in accordance with a SunGard Public Sector-generated specification, but without any other changes whatsoever by any person or entity. Each Custom Modification for which SunGard Public Sector will provide Customer with Improvements is identified in Exhibit 1.

"Defect" has the meaning ascribed to that term in the License Agreement, and further, with regard to each Custom Modification, means a material deviation between the Custom Modification and the SunGard Public Sector-generated specification and documentation for such Custom Modification, and for which Defect

Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

"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.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Agreement.

"Maintenance" means using reasonable efforts to provide Customer with avoidance procedures for or corrections of Defects. The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in attached Exhibit 2.

"New Releases" means new editions of a Baseline Component System or Custom Modification, as applicable.

"Notification" means a communication to SunGard Public Sector's help desk by means of: (i) SunGard Public Sector's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with SunGard Public Sector's then-current policies and procedures for submitting such communications.

3. Services.

(a) Types of Services. During the term of this Agreement, SunGard Public Sector will provide Customer with Maintenance for, Enhancements of, and New Releases of each Baseline Component System and each Custom Modification identified in Exhibit 1.

(b) Limitations. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License Agreement and this Agreement. Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations under this Agreement, including remote access to the Equipment.

#### 4. Payment and Taxes.

(a) Improvement Fees. Improvements for the initial Contract Year are provided at no charge. For the Improvements, Customer will pay SunGard Public Sector the amount provided for in Exhibit 1 as the "Payment Amount" for the Second Contract Year. For each Contract Year subsequent to the Second Contract Year, SunGard Public Sector reserves the right to increase the Improvements fees, subject to a maximum increase in any one year of the greater of five percent (5%) or the Consumer Price Index – All Urban Consumers (CPI) for the twelve (12) month period prior to first day of the renewal Contract Year.

Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year for that Baseline Component System/Custom Modification.

(b) Additional Costs. Customer will also reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with Improvements under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed in accordance with the limitations of FSS 112.061 and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice. Customer will also reimburse SunGard Public Sector for all reasonable charges incurred in connection with accessing Equipment.

(c) Taxes. Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement, the Improvements, any services provided or payments made under 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 SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, or proof of exemption, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

5. Term. This Agreement will remain in full force and effect throughout the initial Contract Year. After the initial Contract Year, this Agreement will renew for an additional Contract Year unless, at least six (6) months prior to the expiration of the initial Contract Year, Customer notifies SunGard Public Sector in writing of Customer's intent not to renew the Agreement for the second Contract Year. After the second Contract Year, this Agreement will automatically be extended for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its intent not to extend this Agreement for any particular Baseline Component System/Custom Modification at least six (6) months prior to the expiration of the then-current Contract Year.

Upon termination of the Software Maintenance Agreement with respect to a Component System provided under the Software License and Services Agreement, notwithstanding anything contrary in the Software License and Services Agreement, Customer may continue using the Component System for the remainder of the term of the Software License and Services Agreement; however, (i) SunGard Public Sector will discontinue providing all on-going Maintenance services and Improvements, including SunGard Public Sector's obligations under this Software Maintenance Agreement, (ii) any SunGard Public Sector warranties under the Software License and Services Agreement and this Software Maintenance Agreement with respect to the Component System for which Maintenance services are terminated shall cease to apply for the period following termination, and (iii) SunGard Public Sector shall have no liability with respect to Customer's use of the Component System for which Maintenance services are terminated after termination of the Software Maintenance Agreement Term.

6. Disclaimer of Warranties. Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUNGARD PUBLIC SECTOR, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.**

7. Termination. A party has the right to terminate this Agreement as follows if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, then the party seeking to terminate this Agreement can effect such termination by providing the other party with a termination notice that specifies the effective date of such termination. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

## 8. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. EXCEPTING SUNGARD PUBLIC SECTOR'S OBLIGATIONS TO INDEMNIFY CUSTOMER FOR THIRD-PARTY CLAIMS PURSUANT TO SECTION 19 OF THE SOFTWARE LICENSE AND SERVICES AGREEMENT INCORPORATED HEREIN, SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR FOR THE IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.

(b) EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR 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.

9. Entire Agreement. 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. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. 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.



**EXHIBIT 1**

Customer: City of Fort Lauderdale

**CONTRACT YEAR: Execution Date (or anniversary thereof) through one year thereafter**

Improvements for the initial Contract Year are provided at no charge. The "Initial Payment Amount" in the table below represents the Improvements fee for the second Contract Year, and is payable only if Customer elects to extend the term of the Agreement through the second Contract Year, as provided for in Section 5, Term.

Qty	Part #	Component System	Initial Payment Amount	Support Type
		<b>Records Management System</b>		
300	RMS-AW-T1	ADDITIONAL RMS WORKSTATION LICENSE	\$ 30,144.00	7x24
300	RMS-MAP-AW-T1	ADDITIONAL RMS MAP DISPLAY AND PIN MAPPING LICENSE	4,704.00	7x24
		<b>Mobile Computing</b>		
390	MCT-BMS-T15	BASE MOBILE SERVER SOFTWARE	7,425.60	7x24
390	MCT-MFR-REV-T15	REVIEW MODULE FOR FIELD REPORTING	6,177.60	7x24
390	MCT-NOCAD-T15	MCT CLIENT - NO CAD INTERFACE	15,849.60	7x24
390	MCT-MAP-T15	MCT CLIENT - MAPS	5,116.80	7x24
390	MCT-MFR-OFF-T15	MFR CLIENT - BASE INCIDENT/OFFENSE	26,457.60	7x24
390	MCT-MFR-ACC-T15	MFR CLIENT - ACCIDENT REPORTING	13,291.20	7x24
390	RMS-WIZ-CLIENT-T1-T15	ACCIDENT WIZARD WORKSTATION LICENSE	1,560.00	7x24
390	MCT-MFR-ARREST-T15	MFR CLIENT - ARREST	7,987.20	7x24
390	MCT-MFR-AFF-T15	MFR CLIENT - ARREST AFFIDAVIT	9,360.00	7x24
390	MCT-MFR-CITATION-T15	MFR CLIENT - CITATION	13,291.20	7x24
1	MCT-MFR-CANINE-T15	MFR CLIENT - CANINE	24.00	7x24
30	MCT-MFR-MBLN-CLIENT-T15	MFR CLIENT- MOBLAN VERSION	1,200.00	7x24
		<b>Web Based Applications</b>		
1	INT-P2C	POLICE 2 CITIZEN	1,920.00	7x24
		<b>PAYMENT AMOUNT (2nd Contract Year)</b>	<b>\$ 144,508.80</b>	

Improvements fees are due thirty (30) days prior to the commencement of the Contract Year for which such fees are being remitted. Improvement fees for any Contract Year subsequent to the second full Contract Year are subject to change and will be specified by SunGard Public Sector in an annual invoice.

**APPLICABLE TAXES ARE NOT INCLUDED IN THIS EXHIBIT 1, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.**

Improvements Surcharge Imposed In Certain Instances: At the commencement of any Contract Year where Customer is operating on a version of a Baseline Component System that is more than two (2) general release versions behind the then-current release for any Component System, SunGard Public Sector will assess a ten percent (10%) surcharge over and above the Improvements fee for that Contract Year, with such surcharge to be imposed on a prorated basis for the portion of the Contract Year that Customer remains on a general release version that is more than two (2) releases behind the then-current release of the Component Systems in question. Once Customer is using a release that is no more than two (2) general release versions behind the then-current release, the Improvements surcharge will be removed on a prospective basis, as of the date that Customer is using the release that is no more than two (2) general release versions behind the then-current release.

**EXHIBIT 2**  
**Maintenance Standards**

- I. Hours During Which SunGard Public Sector's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in Exhibit 1, 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 ("5x11").
- II. Targeted Response Times.** With respect to SunGard Public Sector's Maintenance obligations, SunGard Public Sector will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Baseline Component Systems/Custom Modifications identified in Exhibit 1 of this Agreement in accordance with the following guidelines with the time period to be measured beginning with the first applicable SunGard Public Sector "Telephone Support" hour occurring after SunGard Public Sector's receipt of the Notification:

As a Case is reviewed, the level of priority may change based upon the reviewers findings. SunGard Public Sector will make every effort to resolve issues as soon as possible. This does not guarantee that a resolution to any Case will be found in any specific time frame. However, the following does provide a general guideline.

Priority	Description	TARGET Initial Response Goal	TARGET Resolution Goal
<b>Urgent</b> 1	A support issue shall be considered <b>Urgent</b> when it produces a Total System Failure; meaning SunGard OSSI licensed programs are not performing a process that has caused a complete work stoppage.	In most situations, the acknowledgement of an issue is immediate with a case number being assigned in the original call. In those situations where response is not immediate, our maximum response goal is 45 minutes.	Although resolution times vary depending on the exact issue and customer environment, SunGard Public Sector will immediately work to resolve an urgent issue and if the issue is not resolved within 4 hours, provide a preliminary resolution plan that details the steps necessary to understand and possibly resolve the issues within our maximum resolution goal of 18 hours.
<b>Critical</b> 2	A support issue shall be considered <b>Critical</b> when a critical failure in operations occurs; meaning SunGard OSSI licensed programs are 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.	In most situations, the acknowledgement of an issue is immediate with a case number being assigned in the original call. In those situations where response is not immediate, our maximum response goal is 90 minutes.	SunGard Public Sector will immediately work to resolve a critical issue and if the issue is not resolved within 3 business days, provide a preliminary resolution plan that details the steps necessary to understand and possibly resolve the issues within our maximum resolution goal of 7 business days.

<p><b>Non-Critical</b> 3</p>	<p>A support issue shall be considered <b>Non-Critical</b> when a non-critical failure in operations occurs; meaning SunGard OSSI licensed programs are not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.</p>	<p>Respond within four hours of the issue being reported.</p>	<p>Resolve a Non-Critical issue within 180 business days in a scheduled service pack or release.</p>
<p><b>Minor</b> 4</p>	<p>A support issue will be considered <b>Minor</b> 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.</p>	<p>Respond within twenty-four hours of the issue being reported.</p>	<p>May be scheduled in a future service pack or release.</p>

**\*Response Goal** -Measured from the moment a Case number is created to the point where progress is made toward the resolution of the Case.

**\*Resolution Goal** -Measured from the moment a Case number is created to the point where both parties agree the Case is resolved.

## AGENCY ACCESS AGREEMENT

This Agency Access Agreement is entered by and among Broward County ("Licensee"), 115 S. Andrews Ave., Ft. Lauderdale, FL 33312, and City of Fort Lauderdale ("Accessor") (1300 W Broward Boulevard, Fort Lauderdale, FL 33312), and SunGard Public Sector Inc. ("SunGard Public Sector"), 1000 Business Center Drive, Lake Mary, FL 32746.

Licensee and SunGard Public Sector entered into a Partial Assignment, Delegation and Release Agreement regarding the August 31, 2009, Agreement Between SunGard Public Sector, Inc. and Sheriff of Broward County for the Licensing of Application Software Products and Provision of Related Services and Software Maintenance (collectively, "Licensee Agreement"). Accessor desires to obtain access to and a limited right of use from Licensee for certain software licensed by Licensee under the Licensee Agreement (the "Accessed Software"). In order that Accessor obtain such limited right of access and use, SunGard Public Sector, Licensee and Accessor are entering into this Agreement (the "Access Agreement").

Accordingly, the parties, intending to be legally bound, agree as follows:

1. Limited Right of Access. SunGard Public Sector grants Licensee permission to allow Accessor to have access to Licensee's instance of the Accessed Software, subject to the terms, conditions and restrictions provided for in this Access Agreement. The Accessed Software consists of the following:

**(ALL COMPONENT SYSTEMS LICENSED TO BROWARD COUNTY)**

2. Right of Termination. SunGard Public Sector has right to terminate this Access Agreement, and accordingly, Accessor's access to the Accessed Software, upon any breach of this Access Agreement. To terminate this Access Agreement, SunGard Public Sector will provide notice of such breach to Licensee and Accessor (as appropriate), and the breaching party will have thirty (30) days from the date of such notice to cure such breach. If such breach is not cured to SunGard Public Sector's reasonable satisfaction by the expiration of such thirty (30) day period, then this Agreement will be deemed terminated at the expiration of such thirty (30) day period, and thereupon, Accessor's right to access the Accessed Software will be deemed terminated, without any further action by any party. Additionally, Accessor's right to access the Accessed Software shall cease immediately upon the termination of Licensee's rights to use the Accessed Software under the Licensee Agreement.

3. Accessor Software. Accessor acknowledges and agrees that, to the extent it is a trade secret pursuant to Florida law, Accessed Software constitutes confidential, proprietary information of SunGard Public Sector, and is and will remain the sole property of SunGard Public Sector. Accessor agrees that, to the extent they are trade secrets pursuant to Florida law, it shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any of components of Accessed Software. Accessor shall hold in confidence the SunGard Public Sector proprietary information, to the extent it is confidential pursuant to Florida law, for its benefit and internal use only by its employees on a strict "need to know" basis.

4. Obligations of SunGard Public Sector and Licensee; Right of Accessor Regarding Accessed Software. Accessor's right to use the Accessed Software is derivative of Licensee's license to use the Accessor Software under the terms and conditions of the Licensee Agreement. SunGard Public Sector is not deemed to have granted Accessor any license to use the Accessor Software by virtue of this Access Agreement. Any such license can only be affected by the execution by Accessor and SunGard Public Sector of a definitive written software license agreement between SunGard Public Sector and Accessor that, by its express terms, purports to provide such a right of license to Accessor. SunGard Public Sector will have no obligations whatsoever to Accessor in connection with the Accessed Software. **AS BETWEEN SUNGARD PUBLIC SECTOR AND ACCESSOR, AND BETWEEN LICENSEE AND ACCESSOR, THE ACCESSED SOFTWARE IS MADE AVAILABLE ON AN "AS IS" BASIS. NEITHER**

SUNGARD PUBLIC SECTOR NOR LICENSEE MAKE ANY WARRANTIES WHATSOEVER TO ACCESSOR REGARDING THE ACCESSED SOFTWARE, AND EACH OF SUNGARD PUBLIC SECTOR AND LICENSEE HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND/OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER SUNGARD PUBLIC SECTOR NOR LICENSEE WILL HAVE ANY LIABILITY TO OR THROUGH ACCESSOR UNDER OR IN CONNECTION WITH THIS ACCESS AGREEMENT OR OTHERWISE IN CONNECTION WITH THE ACCESSED SOFTWARE, IN WHOLE OR IN PART.

5. Governing Law. This Agreement will be governed by and construed under the laws of the State of Florida, without reference to the choice of laws provisions thereof. 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. The parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Assignment or the Agreement shall be in the state or federal courts in and for Broward County, Florida. **BY ENTERING INTO THIS ASSIGNMENT, THE PARTIES EACH HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS THE PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS ASSIGNMENT.**

6. Integration Provision. This Access 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 Access Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

**COUNTY**

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County Mayor  
Board of County Commissioners

By \_\_\_\_\_  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

By \_\_\_\_\_  
Noel M. Pfeffer (Date)  
Deputy County Attorney

CITY

ATTEST:

Jonda K. Joseph  
Jonda K. Joseph, City Clerk

CITY OF FORT LAUDERDALE

John R. "Jack" Seiler  
John R. "Jack" Seiler, Mayor  
Lee R. Feldman FOR  
Lee R. Feldman, City Manager

Approved as to form:

Paul Banzel  
Senior Assistant City Attorney

**SUNGARD PUBLIC SECTOR**

WITNESSES:

Patricia Smith  
Patricia Smith  
Print Name: Paul C. Valis  
Print Name:

SUNGARD PUBLIC SECTOR, INC.

By: Michael J. Borman  
Michael J. Borman  
President

(Corporate Seal)

ATTEST:

Acacia  
By: Acacia  
Print Name: Acacia  
Title: Vice President

STATE OF Florida  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 18 day of November, 2013, by Michael J. Borman as president for SunGard Public Sector, Inc. a Florida corporation.

Patricia C. Montville  
Notary Public, State of Florida

(Signature of Notary Public)

PATRICIA C. MONTVILLE  
(Print, Type, or Stamp Commissioned  
Name of Notary Public)

Personally Known  OR produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

