

**Computer Sciences Corporation
Transaction Document – MESA**

Transaction Document No. 001

This Transaction Document ("Transaction Document") is effective June 1, 2022, and is by and between **Computer Sciences Corporation, a DXC Technology company** ("DXC") and **City of Fort Lauderdale** ("Customer") located at City Hall, 100 N. Andrew Avenue, Fort Lauderdale, and is hereby made a part of and incorporated into the Framework Agreement between DXC and Customer dated effective 12/29/22 ("Agreement"). In the event that any provision of this Transaction Document and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provision of this Transaction Document shall be and constitute an amendment of the Agreement and shall control, but only to the extent that such provision is inconsistent or conflicting with the Agreement.

CSC and Customer hereby agree as follows:

1. Definitions

- 1.1 **Annual (MESA) Charge ("AMC"):** The amount of money to be paid annually to CSC by Customer for the right to receive MESA for RISKMASTER. MESA is defined in Section 1.4.
- 1.2 **Authorized Location:** The location where Customer's server resides which is listed below and is owned and operated by Customer. CSC is only obligated to provide Maintenance and Enhancements at the Authorized Location. Customer may change the Authorized Location upon written notice to CSC.

City Hall, 100 N. Andrew Avenue Fort Lauderdale, FL 33301

- 1.3 **Documentation:** Written materials and manuals (and machine-readable text subject to display and printout) describing the functional processes, assumptions, specifications and principles of operation of the computer programs to a System and designated as the official documentation to such System by CSC.
- 1.4 **MESA:** The collective reference to Maintenance, Enhancements and Services Available.
 - 1.4.1 **Maintenance:** The correction of a Nonconformity, at CSC's expense, in the most current Release of a System for those parts of such System which have not been modified or affected by any modification.
 - 1.4.2 **Nonconformity:** A failure of the computer programs of a "System" to operate in accordance with such System's manuals designated by CSC and provided to Customer as Documentation to such programs.
 - 1.4.3 **Enhancements:** Any addition to, change in or modification of the most current Release of a System which CSC makes generally available to licensees of the System, at CSC's expense, if and when such development is completed.
 - 1.4.4 **Services Available:** Services other than Maintenance and Enhancements which are available during the MESA Term at CSC's then current charges and conditions.
- 1.5 **MESA Term:** The period during which CSC shall be obligated to provide MESA for a System.
- 1.6 **Release:** An edition of the entire System which is made generally available to licensees of the System with MESA in force and which is the most current edition of the System at the time of such general availability.
- 1.7 **System:** For purposes of this MESA Transaction Document, System shall mean RISKMASTER. A System includes all materials related thereto supplied to Customer under this Agreement, which may include, without limitation, Documentation, flow charts, logic diagrams, source codes, object codes, and materials of any type whatsoever (tangible or intangible and machine or human readable) which incorporate or reflect the design, specifications, or workings of such programs and any changes, additions or modifications provided through Maintenance or Enhancements. System may refer to more than one System, despite the use of the singular.

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2. MESA

- 2.1 CSC shall provide MESA to Customer at the Authorized Location for one production copy and one non-production testing copy of a System during the MESA Term subject to the conditions set forth below.
- 2.2 Provided that Customer is current on its MESA obligations hereunder, CSC will provide Maintenance services for up to two (2) pre-authorized Customer staff members. Such support will be provided by telephone, internet or at CSC's product center office during CSC's normal business hours which are Monday through Friday 8:00 a.m. to 8:30 p.m., eastern time excluding CSC holidays. These services shall not include customized report preparation, on or offsite training, SORTMASTER report creation, or data validation clean up, which services are more properly covered under a separate agreement or work order at the applicable hourly rate.
- 2.3 In order to receive Maintenance, Customer shall advise CSC of a suspected Nonconformity and shall submit all necessary Documentation for Nonconformity determination by CSC. If the Nonconformity prevents Customer's processing of substantially all of its data, CSC shall provide immediate Maintenance services at the Authorized Location. Maintenance will normally be performed at CSC's offices and the materials and instructions necessary to correct the Nonconformity shall be delivered to Customer.
- 2.4 The cost associated with installing Maintenance and Enhancements is Customer's responsibility.
- 2.5 Customer is encouraged to participate in the following activities including: (i) providing a written quarterly confirmation report of any new or anticipated Customer priorities and service requests, (ii) sending in CSC support surveys, securing any necessary support, or obtaining software upgrades or revisions for Third Party Products, (iii) editing, validating and auditing Customer site software, including all Customer data entry work, on a monthly basis, (iv) participating in ongoing CSC recommended Product training sessions, (v) documenting and defining in writing any internal procedures, support issues or requests not addressed by the daily CSC support process, (vi) securing, testing, maintaining and updating hardware, operating system software, available telephone lines, network communication equipment support, and other maintenance peripherals or printers in accordance with the then current system requirements, (vii) upgrading Customer's software system using the upgrade programs provided by CSC unless contracted for as a separate service activity, and (viii) monitoring and correcting Customer's computer system's exposure to computer virus related programs.
- 2.6 The following activities are not included in the scope of Maintenance services: (i) hardware support, (ii) operating system support, (iii) custom programming or custom report creation, (iv) report creation; (v) general systems management, (vi) data validation or clean up; (vii) moving Customer data, (viii) moving, relocating or reinstalling software programs or printers, (ix) verification or correction of errors that result from data entry or procedural errors, (x) unauthorized third party report writers, (xi) on or off site training or (xii) other services more properly covered under a separate agreement or work order at the applicable hourly rate.

3. MESA TERM AND FEES

- 3.1 Customer is hereby renewing its MESA under the terms of this Transaction Document for the following MESA Term:
 - ☒ 3 Year MESA Term (June 01, 2022 to May 31, 2025)
- 3.2 The MESA Term shall begin as specified in Section 3.1 and continue until expiration of the MESA Term. The annual MESA fee is **\$25,735.00 USD**
- 3.3 CSC will invoice Customer annually at the commencement of each annual term. For Year 1, CSC shall invoice Customer upon execution of this Transaction Document.
- 3.4 CSC reserves the right to immediately increase the MESA annual fee if Customer increases the number of workstations or licenses additional software. Customer currently has 35 Named users and one Designer user license

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- 3.5 Customer acknowledges that at the end of the MESA Term, MESA can be renewed for an additional term equal to the term set forth in Section 3.1 at the rate in effect for the immediately preceding support year at the time of renewal subject to a maximum increase equal to the percentage increase in the Consumer Price Index for all Urban Consumers (Professional Services) ("CPI"), published by the United States Bureau of Labor Statistics.
- 3.6 All other terms and conditions of the "Agreement" as previously amended by the parties, remain unchanged and shall be in full force and effect.

Note 1: Customer acknowledges that the above MESA fee reflects software licensed as of **June 1, 2022**.

Note 2: This maintenance amount reflects the license of and support of one (1) production database.

Note 3: In the event Customer requires purchase orders, a copy must be provided at the time the contract is executed in order to include the associated purchase order number on each Customer invoice.

Note 4: In the event Customer is tax exempt, a copy of Customer tax exemption certificate may be required to ensure that taxes are not applied to certain services.

CSC and Customer certify by their undersigned authorized agents that they have read this Transaction Document and the Agreement and agree to be bound by their terms and conditions.

4. CANCELLATION FOR UNAPPROPRIATED FUNDS:

The City reserves the right, in its best interests as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

5. 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), with regard to the "Cuba Amendment," 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 or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2022), as may be amended or revised. The City may terminate this Agreement 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 (2022), 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 the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.

6. NON-DISCRIMINATION:

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2022), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

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4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

7. E-VERIFY

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2022), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2022), as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(2), Florida Statutes (2022), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(2), Florida Statutes (2022), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes (2022), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, to include all of the requirements of this Section in its subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), as may be amended or revised.

8. PUBLIC RECORDS:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301. PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

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4. Upon completion of the Agreement, transfer at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.


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IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:


David R. Soloman, City Clerk

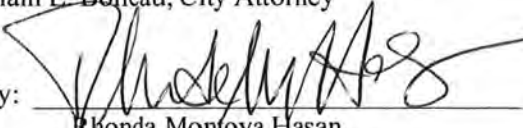


CITY OF FORT LAUDERDALE


By: 
Greg Chavarria, City Manager

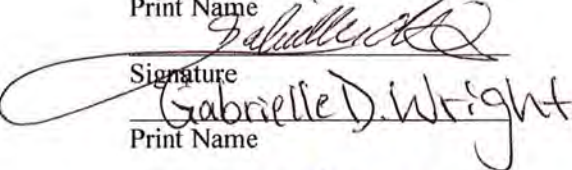
Date: 12/29/2022

Approved as to form:
Alain E. Boileau, City Attorney

By: 
Rhonda Montoya Hasan
Assistant City Attorney

WITNESSES:


Signature
ASHLEY PAULK
Print Name


Signature
Gabrielle D. Wright
Print Name

COMPUTER SCIENCES CORPORATION,
A DXC TECHNOLOGY COMPANY

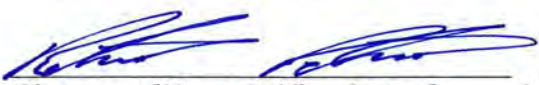
By: 
Fred Vogt, Account Manager

(CORPORATE SEAL)

STATE OF Michigan :
COUNTY OF Livingston :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14 day of 12, 2022, by Fred Vogt, Account Manager for COMPUTER SCIENCES CORPORATION, A DXC TECHNOLOGY COMPANY, a Nevada corporation authorized to transact business in the State of Florida.

ROBERT PETERS
Notary Public, State of Michigan
County of Washtenaw
My Commission Expires 02-26-2026
Acting in the County of Livingston


(Signature of Notary Public – State of _____)

Robert Peters
Print, Type or Stamp Commissioned Name of
Notary Public)

Personally Known _____ OR Produced Identification ☒
Type of Identification Produced license