

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** January 30, 2015

FROM: Jeffrey P. Sheffel, City Attorney

SUBJECT: Proposed Renewal of Software Maintenance Agreement with SunGard Public Sector, Inc. for the Law Records Management System connected with the Regional Public Safety Communications System

I have discussed the above Agreement with the participating Department/Office, and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Information Technology
- 2) Type of Agreement – Software Maintenance Agreement
- 3) Method of Procurement (RFP, bid, etc.) – Section 38.40(C)(8) of the Purchasing Code of the City of Hollywood provides as follows: Purchases of, and contracts for, supplies or contractual services, when the Commission declares by a unanimous vote that competitive bidding and competitive proposals are not in the best interest of the city, are exempt from this subchapter. The Commission shall not use this exemption in an arbitrary or capricious manner but shall use it only in rare situations after making specific factual findings that support its determination that competitive bidding and competitive proposals are not in the best interest of the city.
- 4) Term of Contract
 - a) initial – 1 year
 - b) renewals (if any) – After second year, agreement automatically renews for consecutive years on a year-to-year basis. This renewal is for a four year period.
 - c) who exercises option to renew – All renewals are subject to an annual appropriation of the City Commission.
- 5) Contract Amount – Estimated cost of \$560,000.00 for four (4) year period. Travel costs will be separately billed and reimbursed by the City. Retroactive payment in the amount of \$119,658 for services previously provided.
- 6) Termination Rights – Either party may terminate if the other party breaches a material provision of the License Agreement. Notice must be provided of the breach and the breaching party has thirty (30) days to cure. If not cured, the Agreement will automatically be deemed terminated.
- 7) Indemnity/Insurance Requirements – Contractor shall comply with applicable City requirements.

(Term Sheet – SunGard Public Sector, Inc.)

- 8) Scope of Services – Contractor shall provide software maintenance services for the SunGard Records Management System and associated modules connected with the Regional Communications System.
- 9) Other Significant Provisions – Section 38.48(C)(2) provides as follows: when a contract is entered into by the city pursuant to City Commission approval and provides for one or more automatic renewals unless one party notifies the other of its intent not to renew, only the City Commission is authorized to decide not to renew the contract; provided, however that any decision not to renew such a contract shall require at least a five-sevenths (5/7ths) affirmative vote of the City Commission.

cc: Wazir Ishmael, City Manager