

RESOLUTION NO R-2009-121

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE ATTACHED AGREEMENTS BETWEEN SUNGARD PUBLIC SECTOR, INC AND THE CITY OF HOLLYWOOD FOR LAW RECORDS MANAGEMENT SOFTWARE LICENSES AND FOUR YEARS OF ASSOCIATED MAINTENANCE IN AN ESTIMATED AMOUNT OF \$980,000 00

WHEREAS, on December 17, 2003, the City of Hollywood and Broward County, pursuant to Resolution R-2003-418, entered into a five-year interlocal agreement providing for cooperative participation in a regional public safety communications system, and

WHEREAS, on December 17, 2008, the City of Hollywood and Broward County, pursuant to Resolution No R-2008-394, entered into a new five-year Regional Public Safety Communications Agreement to build on the progress already made; and

WHEREAS, the new agreement provides for County funding of a comprehensive law records management system and associated servers; and

WHEREAS, the Regional Public Safety Communications Committee has chosen the Sungard Public Sector Law Records Management System, and

WHEREAS, the new Regional Public Safety Communications Agreement calls for the City to provide all client licenses and any customized software relative to its use of the regional law records management system, and

WHEREAS, the attached agreement represents software client licensing and installation services and maintenance for the Sungard Records Management system and associated modules; and

WHEREAS, Purchasing Ordinance 38 40 (C) (8) provides that Purchases of, and contracts for, supplies or Contractual Services, when the City Commission declares by unanimous vote that competitive bidding is not in the best interest of the City, are exempt from the competitive bidding process; and

WHEREAS, funding for the one-time cost for licenses is budgeted in 2006 UASI (Urban Area Security Initiative) grant account number 13.2000.20175.521 016453 and 2007 UASI grant account number 13.2000.20192.521 006453, and funding for the annual maintenance is budgeted in the Department of Information Technologies annual operating budget, account number 57 1347 00000.590 004633, and

WHEREAS, the Director of Information Technology, along with the Chief of Police recommend the execution of the attached agreement;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA.

Section 1 That it hereby approves and authorizes the execution, by the appropriate City Officials, of the attached agreements between the Sungard Public Sector, Inc. and the City of Hollywood, together with such non-material changes as may subsequently be agreed to by the City Manager and approved as to form and legality by the City Attorney

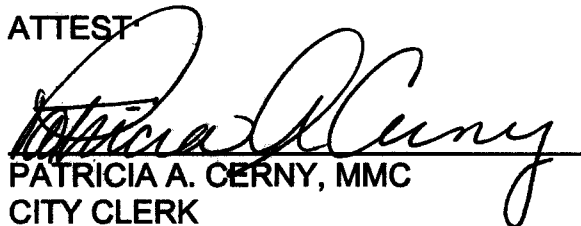
Section 2. That this resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 20 day of May, 2009



PETER BOBER, MAYOR

ATTEST



PATRICIA A. CERNY, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGALITY  
For the use and reliance of the  
City of Hollywood, Florida, only



JEFFREY P. SHEFFEL  
CITY ATTORNEY

CUSTOMER NO. \_\_\_\_\_, CONTRACT NO. 090449

## 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")

AND

**City of Hollywood**  
2600 Hollywood Blvd.  
Hollywood, Florida 33020

(for purposes of this Agreement, "Customer")

By the signatures of their duly authorized representatives below, SunGard Public Sector Inc. 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 June 30, 2009.

**City of Hollywood, FL**

**SunGard Public Sector Inc.**

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME **Ronald E. Goodrow**  
AND TITLE. **Exec.VP, SunGard Public Sector Inc**

PRINT TITLE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

DATE SIGNED: 4/27/09

Approved as to form and legality for the  
use and reliance of the City of Hollywood,  
Florida, only.

\_\_\_\_\_  
Jeffrey P. Sheffel, City Attorney

**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 (if provided), 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"** For purposes of this Agreement, confidential information shall mean information that is exempt from disclosure to the public or other unauthorized persons pursuant to Sections 119.07 and 119.071, Florida Statutes, or other State or Federal laws.

**"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 \$700 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, 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. All fees and payments required under this Agreement are contingent upon an annual appropriation by the City Commission as set forth in Chapter 30 of the Code of Ordinances. If sufficient funds are not appropriated and budgeted in any fiscal period for payments due under the Agreement, then Customer will immediately notify SunGard Public Sector of such occurrence and SunGard Public Sector will notify Customer that SunGard Public Sector's obligation to provide Customer with services, and Customer's obligation to obtain services from SunGard Public Sector, will expire effective on the last day of the fiscal period for which appropriations were received.

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

(ii) Professional Services Fees. Fees for the Professional Services will be due to SunGard Public Sector as provided in Exhibit 1

(iii) Travel Reimbursement. Customer will reimburse SunGard Public Sector for actual 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 by SunGard Public Sector's Corporate Travel and Expense Reimbursement Policy, will be invoiced on a monthly basis in arrears and will be due pursuant to Chapter 218, Part VII, Florida Statutes, "Local Government Prompt Payment Act."

(iv) Late Charge. Any late charges shall be pursuant to Chapter 218, Part VII, Florida Statutes, "Local Government Prompt Payment Act."

(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, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

(c) Customer acknowledges that SunGard Public Sector makes every effort to schedule training and project management sessions sufficiently in advance to make effective use of SunGard Public Sector's personnel and to obtain favorable prices for travel and living. Accordingly, the following cancellation charges apply to training and on-site project management sessions canceled at the request of Customer: Cancellation within seven (7) days of start date, Customer pays fifty percent (50%) of the total price for the training or on-site project management; cancellation within three (3) days of start date, Customer is responsible for entire price of the training or on-site project management. In addition to the foregoing, Customer shall be obligated to reimburse SunGard Public Sector for any non-refundable expenses incurred by SunGard Public Sector for travel expenses. Notwithstanding the above, SunGard Public Sector will endeavor to reschedule SunGard Public Sector personnel in order to mitigate Customer's costs and expenses under this paragraph. To the extent SunGard Public Sector

is successful in such rescheduling, Customer's payment obligations shall be reduced.

**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 eighteen (18) 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.** SunGard Public Sector hereby acknowledges that as Customer is a governmental entity, this Agreement is subject to Chapter 119, Florida Statutes, "Public Records Law." Any confidentiality relating to the disclosure of information and software will be in accordance with Chapter 119, Florida Statutes. A party in possession of the other party's Confidential Information will protect the confidentiality of the information using the same degree of care that is used to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect such information and will disclose such information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis.

**9. Indemnity by SunGard Public Sector.** SunGard Public Sector at its own expense, shall defend and hold harmless the Customer, its officers, agents and employees from and against any and all claims that the Software and Baseline Component System supplied by SunGard Public Sector infringes a U.S. Patent or copyright. SunGard Public Sector shall pay all costs, damages and attorney's fees that a court awards as a result of such claim, including those fees at any trial and appellate level provided that



Customer: (1) Gives SunGard Public Sector prompt written notice of any such claim; and (2) SunGard Public Sector is given sole control of the defense of such claim; and (3) Any settlement negotiations and settlements relating to such claim must be authorized by the City Attorney of Hollywood, Florida and approved by the City Commission of which said authorization and approval will not be unreasonably withheld; and (4) Customer shall reasonably cooperate with SunGard Public Sector in the defense of such claim or action. The Customer agrees to allow SunGard Public Sector, at SunGard Public Sector's option and expense, if such claim has occurred or in SunGard Public Sector's judgment, is likely to occur, to procure the right for the Customer to continue using the Software and Baseline Component System or to replace or to modify them so that they become non-infringing. If use of the Software and Baseline Component System supplied by SunGard Public Sector to the Customer is enjoined by an infringement proceeding, SunGard Public Sector, shall, if possible, obtain without unreasonable expense the right of License for the Customer to use the Software and Baseline Component System or if that is not possible, SunGard Public Sector shall refund to the Customer the fees paid under this Agreement for the particular Software and Baseline Component System that is determined to be infringing along with any maintenance and support fees that attach to the Software and Baseline Component System. SunGard Public Sector shall have no obligation with respect to any claim based upon the Customer's modification of the Software. **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 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, 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. 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 any 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; 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 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.

16. **LIMITATIONS OF LIABILITY.**

(a) **LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR.** 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.

# EXHIBIT 1

Customer: City of Hollywood  
Delivery Address: 2600 Hollywood Blvd.  
Hollywood, Florida 33020

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

| Qty | Part #              | Component System                                     | License Fee   |
|-----|---------------------|--|---------------|
|     |                     | Records Management System                            |               |
| 205 | RMS-AW              | ADDITIONAL RMS WORKSTATION LICENSE - 205 WORKSTATION | 128,740.00    |
| 205 | RMS-MAP-AW          | ADDITIONAL RMS MAP DISPLAY AND PIN MAPPING LICENSE   | 20,090.00     |
| 300 | RMS-WIZ-CLIENT      | ACCIDENT WIZARD WORKSTATION LICENSE                  | 7,800.00      |
| 1   | RMS-PBE-10          | PROPERTY AND EVIDENCE MODULE - 10 WORKSTATION        | 8,500.00      |
| 1   | RMS-BAR-HOST-100    | BAR CODING SERVER LICENSE                            | 9,500.00      |
| 2   | RMS-BAR-CLIENT      | BAR CODING HAND-HELD CLIENT LICENSE (EACH)           | 3,190.00      |
| 1   | RMS-TRAIN-100       | TRAINING MODULE                                      | 12,500.00     |
|     |                     | MOBILE COMMUNICATION TERMINALS                       |               |
| 261 | MCT-BMS-T6          | BASE MOBILE SERVER SOFTWARE                          | 33,559.00     |
| 15  | MCT-MIS             | LAN CLIENT LICENSE FOR MESSAGE SWITCH                | 4,500.00      |
| 15  | MCT-MFR-MBLN-CLIENT | MFR CLIENT - MOBILAN VERSION                         | 7,500.00      |
| 261 | MCT-MCAD            | MCT CLIENT - NO CAD INTERFACE <sup>1</sup>           | 71,292.00     |
| 261 | MCT-MAP             | MCT CLIENT - MAPS                                    | 25,123.00     |
| 15  | MCT-CLIENT-PDA      | MCT CLIENT - PDA                                     | 7,500.00      |
| 15  | MCT-MFR-NH-CIT      | MFR CLIENT - HANDHELD CITATION MODULE                | 7,500.00      |
| 261 | MCT-MFR-OFF         | MFR CLIENT - BASE INCIDENT/OFFENSE                   | 119,228.00    |
| 261 | MCT-MFR-ACC         | MFR CLIENT - ACCIDENT REPORTING                      | 59,912.00     |
| 261 | MCT-MFR-ARREST      | MFR CLIENT - ARREST                                  | 35,948.00     |
| 261 | MCT-MFR-CITATION    | MFR CLIENT - CITATION                                | 59,912.00     |
| 261 | MCT-MFR-REV-T6      | REVIEW MODULE FOR FIELD REPORTING                    | 27,920.00     |
|     |                     | Subtotal   | \$ 646,911.00 |
|     | DISCOUNT            | DISCOUNT   | (166,008.00)  |
|     |                     | TOTAL LICENSE FEE                                    | \$ 480,911.00 |

### 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 SunGard Public Sector's Agreement to Grant Permission to Allow Access to Software by and among SunGard Public Sector, Customer, and Broward County Sheriff's Office, FL.

<sup>3</sup> Note: Mobiles applications do not include AVL hardware.

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

| Qty | Part #              | Description  | Training     | Installation | Project Management | Professional Services | Project Planning |
|-----|---------------------|--|--------------|--------------|--------------------|-----------------------|------------------|
| 1   | RMS-PROJ-100        | PROJ. MANAGEMENT                                   |              |              | 55,058.00          |                       |                  |
| 1   | RMS-PROJ-PLAN       | PROJECT PLANNING FOR RMS                           |              |              |                    |                       | 2,500.00         |
| 1   | RMS-PROJ-SERV-SOLVE | RMS PROFESSIONAL SERVICES SOLVE                    |              |              |                    | 3,000.00              |                  |
| 3   | TC-CRIM-2800        | TESTING PROFESSIONAL SERVICE DAY                   |              |              |                    | 3,000.00              |                  |
| 1   | RMS-PROJ-TRN        | RMS USER TRAINING                                  | 4,000.00     |              |                    |                       |                  |
| 4   | RMS-PROJ-TRN        | ADDITIONAL PROFESSIONAL SERVICES - MODULE TRAINING | 4,000.00     |              |                    |                       |                  |
|     |                     | Mobile Computing Professional Services             |              |              |                    |                       |                  |
| 1   | MCT-CLIENT-INT      | INSTALLATION OF REMOTE OPERATING CLIENT            |              | 1,000.00     |                    |                       |                  |
| 1   | MCT-CLIENT-INT      | MCT MODULE TRAINING                                | 1,000.00     |              |                    |                       |                  |
| 1   | MCT-CLIENT-INT      | MCT USER TRAINING                                  | 500.00       |              |                    |                       |                  |
| 1   | MCT-CLIENT-INT      | MOBILE FIELD OPERATIONS MAINTENANCE TRAINING       | 1,000.00     |              |                    |                       |                  |
| 2   | MCT-CLIENT-INT      | MOBILE FIELD OPERATIONS USER TRAINING              | 4,000.00     |              |                    |                       |                  |
|     |                     | TOTAL SERVICES FEE                                 | \$ 14,500.00 | \$ 1,000.00  | \$ 55,058.00       | \$ 6,000.00           | \$ 2,500.00      |

| Qty | Part #       | Description                            | Custom Modifications |
|-----|--------------|--|----------------------|
| 1   | MFR-CUST-MOD | MFR CUSTOM MOD - TRANSCRIPTION PROCESS | \$ 12,000.00         |
|     |              | TOTAL SERVICES FEE:                    | \$ 12,000.00         |

**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.

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

**License Fee:** 50% on the Execution Date; 50% 180 days from the Execution Date.

**Installation / Project Management /  
Professional Services and Project  
Planning**

20% on the Execution Date  
20% 90 days from the Execution Date  
30% 120 days from the Execution Date  
30% due at go-live

**Custom Modification:** 50% on the Execution Date; 50% upon completion

**Training Fees:** Upon completion.

Payments listed above are contingent on Customer executing this Agreement by June 30, 2009

"Go-Live" is defined as Customer's use of the Component System with real data in a production (and not testing) mode.

**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.
- 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 County.

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:**

**Records Management System**

Part Number: RMS-AW

Description: ADDITIONAL RMS WORKSTATION LICENSE - 205 WORKSTATION

Long Description:

This is for an additional 205 RMS workstation license for Hollywood PD. Hollywood PD will have the use of all modules listed under the Records Management System - Broward SO section.

---

Part Number: RMS-MAP-AW

Description: ADDITIONAL RMS MAP DISPLAY AND PIN MAPPING LICENSE

Long Description:

Provides the ability to pin map locations from SunGard Public Sector's PISTOL Records Management System searches and view multiple layers. Requires Mapping Geo-file generation and a license of the first map view. This requirement may be filled by mapping from CAD.

---

Part Number: RMS-WIZ-CLIENT

Description: ACCIDENT WIZARD WORKSTATION LICENSE

Long Description:

This provides the accident drawing wizard per workstation license. Visio 2000 standard edition or higher is required on each workstation or laptop.

---

Part Number: RMS-P&E-10

Description: PROPERTY AND EVIDENCE MODULE - 10 WORKSTATION

Long Description:

Includes software to track and keep inventory of property stored in an evidence environment. The software is bar code compliant; however, bar code software and hardware is not included.

---

Part Number: RMS-BAR HOST-100

Description: BAR CODING SERVER LICENSE

Long Description:

Bar-Coding Host allows client to communicate to host server and with the Property and Evidence module.

---

Part Number: RMS-BAR-CLIENT

Description: BAR CODING HAND-HELD CLIENT LICENSE (EACH)

Long Description:

SunGard Public Sector's Bar-coding Client Software allows for the following business functions:

Batch processing, including transfers, dispositions, chain of custody transactions and inventory functions.

License is per workstation.

---

Part Number: RMS-TRAIN-100

Description: TRAINING MODULE

Long Description:

The Training Module records employees' training history within the agency including courses taken, earned certifications including re-certification tracking, and earned titles.

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## **RMS Implementation Services**

**Part Number: RMS-PROJ-MGNT**

**Description: PROJECT MANAGEMENT**

**Long Description:**

Includes professional services from SunGard Public Sector for management oversight and coordination with the Customer's project management, SunGard Public Sector's internal resources and any third party vendors.

Includes coordinating with the customer's project manager all SunGard Public Sector related deliveries such as application software, implementation services, and scheduling of SunGard Public Sector's resources with the customer.

Services may include:

Monthly On-Site project management meetings

Management of Go-Live for each district/department

Weekly Status Reports with Customer

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**Part Number: RMS-PROJ-PLAN**

**Description: PROJECT PLANNING FOR RMS**

**Long Description:**

Includes professional services for the development of a project plan. A SunGard Public Sector project manager assigned to this account will do this in conjunction with the project manager for the Customer. This will include the preparation and development of a written implementation plan as well as an on-site planning session.

---

**Part Number: RMS-PROF-SERV-GOLIVE**

**Description: RMS PROFESSIONAL SERVICES GO-LIVE**

**Long Description:**

One (1) SunGard Public Sector professional to be on-site for up to two days when the base RMS System goes live as determined by the project plan.

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**Part Number: TCH-PROF-SERV**

**Description: Technical Professional Service Day**

**Long Description:**

Professional services for implementation and/or configuration of third party hardware and/or software in support of SunGard Public Sector application software. This includes installation and setup of the product.

All implementation services are billed on a daily basis. If SunGard Public Sector provides less than a day of service, it will be billed at the full daily rate.

Services may include:

Assistance with Citrix Farm build and implementation

Implementation Support

Assistance with Go-Live

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**Part Number: RMS-DATACNV-ANL**



**Description: DATA CONVERSION ANALYSIS Hollywood PD**

**Long Description:**

SunGard Public Sector has included a fixed amount to provide an analysis of the existing data and determine the feasibility and cost of the conversion. As a result of the analysis, SunGard Public Sector will provide a fixed cost based on time and materials plus reimbursement of travel and living expenses.

**This fee is not for the actual data conversion.**

---

**Part Number: RMS-USR-TRN**

**Description: RMS USER TRAINING**

**Long Description:**

Training for end-users (10 people max.) on base RMS. Topics include navigation, data entry, searching, and reporting. Class duration = 4 days.

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

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**Part Number: RMS-PROF-ADD**

**Description: ADDITIONAL PROFESSIONAL SERVICES - MODULE TRAINING**

**Long Description.**

Services provided by SunGard Public Sector product or training specialists. Services may include but are not limited to add-on module training, refresher training, system analysis, or consulting.

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#### **Mobile Communication Terminals**

**Part Number: MCT-BMS-T5**

**Description: BASE MOBILE SERVER SOFTWARE**

**Long Description:**

Server license of SunGard Public Sector's Mobile Server Software to support up to 281 Mobile Units registered on the Message Switch (not concurrent mobile users). Mobile Server processes all mobile inquiries to SunGard Public Sector's CAD and RMS databases.

---

**Part Number: MCT-MIS**

**Description: LAN CLIENT LICENSE FOR MESSAGE SWITCH**

**Long Description:**

A client license is required for each CAD, RMS or JMS workstation connected to the Customer's LAN or WAN to access SunGard Public Sector's Message Switch.

The Message Switch Client provides the following functions:

Workstation-to-workstation messaging

Mobile-to-workstation messaging (if mobile applications are licensed)

SunGard Public Sector's standard State/NCIC queries

---

**Part Number: MCT-MFR-MBLN-CLIENT**

**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: MCT-NOCAD

Description: MCT CLIENT - NO CAD INTERFACE

Long Description:

Workstation license for the application software for the mobile unit. This is a required base transport client that enables wireless name and vehicle candidating (including mugshots when available) when used in conjunction with SunGard Public Sector MFR. It allows for the transport of the various reports (such as Incident and Field Contacts) to and from the mobile unit. This is the software that moves reports in and out of the individual mobile units for supervisory approval. This application also provides secure login to the message switch as well as encryption and compression of all messages (including field reporting messages).

As a byproduct, this software includes as base functionality of car-to-car messaging, chat messaging, and the ability to perform local RMS, FCIC and NCIC queries, speech readback of select portions of FCIC responses, automatic message parsing of FCIC responses for name and vehicle banking. Includes support for magnetic swipe readers (reader hardware must be purchased separately). This base functionality could be used as a backup, or in conjunction with, the existing mobile product.

---

Part Number: MCT-MAP

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 allow officers the ability to pin map mobile search results.

This module is a prerequisite for SunGard Public Sector's Automatic Vehicle Locator (AVL) Module.

---

Part Number: MCT-CLIENT-PDA

Description: MCT CLIENT - PDA

Long Description:

The Handheld Mobile Application extends the power of SunGard Public Sector's Mobile Computing Application to a wireless handheld device. The handheld application offers the freedom of portability without compromising the need for functionality. SunGard Public Sector's handheld mobile application is an extension of SunGard Public Sector's fully integrated mobile computing system, providing capabilities for voiceless dispatch, status updates, car-to-CAD messaging, car-to-car messaging, and queries to access information including local, state, and national warrant checks, stolen vehicle and property information, mugshots, and records management information. These features, coupled with other distinctive benefits, provide a reliable solution for mobile users to wirelessly access and update records in the field.

SunGard Public Sector has tested and recommends the Customer use the following hardware for SunGard Public Sector's handheld mobile application:

Compaq Ipaq  
Dell Axim

One of the following network connections is required for the Customer to utilize SunGard Public Sector's handheld mobile application:

CDPD  
CDMA  
GPRS

---

Part Number: MCT-MFR-HH-CIT

Description: MFR CLIENT - HANDHELD CITATION MODULE

Long Description:

This state specific module is to be used on handheld devices for the creation of citations in the field. The devices include various types, such as IPAQ's and CE1's, and must be approved by Product Management. It allows for the remote printing of the citation and the collection of signatures. It does not include printing hardware. Each agency's citation may vary and must be approved by Product Management.

---

Part Number: MCT-MFR-OFF

Description: MFR CLIENT - BASE INCIDENT/OFFENSE

Long Description:

The Incident/Offence 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

Description: MFR CLIENT - ACCIDENT REPORTING

Long Description:

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

---

Part Number: MCT-MFR-ARREST

Description: MFR CLIENT - ARREST

Long Description:

The Arrest Module allows officers using SunGard Public Sector's Mobile product to capture data for SunGard Public Sector's standard Arrest Module in RMS.

In some states, this Module does reproduce the state form and can print in the car.

---

Part Number: MCT-MFR-CITATION

Description: MFR CLIENT - CITATION

Long Description:

The Citation Module allows officers using SunGard Public Sector's Mobile product to capture data from the written state citation form. In some states, this Module does reproduce the state form and can print in the car.

---

Part Number: MCT-MFR-REV-T5

Description: REVIEW MODULE FOR FIELD REPORTING

Long Description:

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

This module supports up to 281 Mobile Units registered in the Message Switch (not concurrent mobile users).

---

Part Number: MFR-CUST-MOD

Description: MFR CUSTOM MOD - TRANSCRIPTION PROCESS

Long Description:

SunGard Public Sector will provide modifications to its Mobile Field Reporting application to enable the introduction of Hollywood Police Department's narrative transcription process into the incident data entry and supervisor approval process. When an officer creates an Incident report, absent the narrative, the incident will be submitted to the attention of a specific supervisor review group which will be monitored only by transcription personnel using SunGard Public Sector's MobLan application. When the transcription tape is available, the transcription personnel will retrieve the related record and complete the narrative data entry. When transcription is complete, the Incident will be routed to the appropriate supervisor review group, making it accessible for the supervisor to approve or deny. These modifications will require a mutually agreed upon Statement of Work between SunGard Public Sector and the Customer.

Any Third Party costs required for the completion of the project have not been included in SunGard Public Sector's pricing.\*\*\*

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#### **MCT Implementation Services**

Part Number: MCT-CLIENT-INST

Description: INSTALLATION OF DIGITAL DISPATCHING CLIENT

Long Description:

Includes installation, configuration and testing of SunGard Public Sector's Digital Dispatch Client on up to five (5) of the Customer's mobile computers. SunGard Public Sector will instruct the Customer's System Administrator and two other persons on the installation process.

---

Part Number: MCT-MNT-TRN

Description: MCT MAINTENANCE TRAINING

Long Description:

Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include set-up of MCT on the server and on laptops and selection of system settings. Class duration = 1 day.

---

Part Number: MCT-USR-TRN

Description: MCT USER TRAINING

Long Description:

Training for end-users (10 people max.) on base MCT. Topics include viewing and updating unit status information, searching, and messaging. Does not include training on MFR. Class duration = 4 hours.

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**Part Number: MFR-MNT-TRN**

**Description: MOBILE FIELD REPORTING MAINTENANCE TRAINING**

**Long Description:**

Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include setting up the MFR application on the server and laptops, report submission and approval, and key interactions with RMS. Class duration = 1 day

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**Part Number: MFR-USR-TRN**

**Description: MOBILE FIELD REPORTING USER TRAINING**

**Long Description:**

Training for end-users (10 people max.) on base MFR. Topics include report submission and searching. Does not include training on MCT or crash wizard. Class duration = 2 days.

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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 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, 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 duty of 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 Public Sector from time to time related to the issuance, validation and use of individual passwords. User will promptly notify SunGard Public Sector Public Sector of the identity of the individual assigned to a particular password, of the cancellation or expiration of a 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 Public Sector at any time and without notice, if SunGard Public Sector 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 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 software utilities (including PC Anywhere, as it may be updated from time to time) 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.
- 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 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, 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.

## PAY AGENT SUPPLEMENT

1. Additional Definitions. "Pay Agency Products" means the products and services of those vendors (in each case, a "Vendor") that are identified in an Exhibit 1 (the "Pay Agency Products").

2. Pay Agent Designation. Customer designates SunGard Public Sector as Customer's pay agent for data processing related purchases and acquisitions, for the sole and exclusive purpose of allowing SunGard Public Sector, on behalf of Customer, to make payment to each Vendor for Customer's procurement of the Pay Agency Products under the terms and conditions of agreements (each a "Vendor Agreement") to be executed and made by and between Customer and Vendor. Customer covenants and agrees that it will promptly take all actions reasonably necessary to effect such designation of SunGard Public Sector as Customer's pay agent as provided for in this Section 2; and SunGard Public Sector covenants and agrees that, promptly after receipt of payment from Customer, SunGard Public Sector will make payment to each Vendor for Customer's procurement of the Pay Agency Products.

3. Pay Agency Products Procurement. SunGard Public Sector will, as soon as reasonably practicable, obtain for Customer, as Customer's pay agent, the Pay Agency Products from the Vendor, FOB Vendor's place of business, for use by Customer in each instance pursuant to the applicable Vendor Agreement. SunGard Public Sector will remit payments made to SunGard Public Sector by Customer promptly upon customary terms for the Pay Agency Products to the Vendor on behalf of Customer. CUSTOMER IS HEREBY ADVISED THAT VENDOR, AND NOT SUNGARD PUBLIC SECTOR, ASSUMES ALL RESPONSIBILITY FOR AND LIABILITY IN CONNECTION WITH THE PAY AGENCY PRODUCTS. SUNGARD PUBLIC SECTOR IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ARE BINDING UPON VENDOR OR TO ENGAGE IN ANY OTHER ACTS THAT ARE BINDING UPON VENDOR, EXCEPTING SPECIFICALLY THAT SUNGARD PUBLIC SECTOR IS AUTHORIZED TO REPRESENT THE FEES FOR THE PAY AGENCY PRODUCTS AS THE SAME IS PROVIDED FOR IN EXHIBIT 1 AND TO ACCEPT PAYMENT OF SUCH AMOUNTS FROM CUSTOMER ON BEHALF OF VENDOR. IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE DEEMED TO HAVE TAKEN TITLE OR ANY SIMILAR RIGHT OR INTEREST IN OR OF ANY PAY AGENCY PRODUCTS IN THE CHAIN OF DISTRIBUTION TO CUSTOMER, AND TITLE OR SUCH SIMILAR RIGHT OR INTEREST IN OR TO THE PAY AGENCY PRODUCTS WILL BE DEEMED TO VEST IN CUSTOMER ONLY AS OTHERWISE PROVIDED FOR IN THE VENDOR AGREEMENT.

4. Term of Pay Agency. SunGard Public Sector's status as Customer's pay agent will expire promptly after SunGard Public Sector remits payment of the Pay Agency Products license fee to Vendor on behalf of Customer.

6. Disclaimer of Warranties. Customer agrees and understands that SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE PAY AGENCY SOFTWARE. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY VENDOR. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### 7. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CUSTOMER TO THE VENDOR PURSUANT TO THIS AGREEMENT, SUNGARD PUBLIC SECTOR WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE PAY AGENCY SOFTWARE. IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR OTHER DAMAGES WHATSOEVER, 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.

# SOFTWARE MAINTENANCE AGREEMENT

BETWEEN

**SunGard Public Sector Inc.**  
a Florida corporation  
with headquarters at:  
1000 Business Center Drive  
Lake Mary, FL 32748

("SunGard Public Sector")

AND

**City of Hollywood**  
2600 Hollywood Blvd.  
Hollywood, Florida 33020

(for purposes of this Agreement, "Customer")

By the signatures of their duly authorized representatives below, SunGard Public Sector Inc. 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 of Hollywood, FL**

**SunGard Public Sector Inc.**

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: **Ronald E. Goodrow**  
AND TITLE: **Exec.VP, SunGard Public Sector Inc**

PRINT TITLE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

DATE SIGNED: 4/77/09

Approved as to form and legality for the  
use and reliance of the City of Hollywood,  
Florida, only.

\_\_\_\_\_  
Jeffrey P. Sheffel, City Attorney

**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) and 11 through 15, inclusive (Notices, Force Majeure, Assignment, No Waiver and Choice of Law, Severability, respectively) of the License 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.

"Commencement Date" means the date specified in Exhibit 1 as the "Commencement Date."

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, each one (1) year period beginning on the Commencement 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.

"Priority One Call" means a Notification from Customer to SunGard Public Sector's Help desk reporting that it believes that a Defect has caused: (i) a full failure (i.e., "crash") of its computer system; (ii) a full failure of the Software; or (iii) a failure of its computer system or the Software which, in either case, prevents Customer from performing data processing which is critical to Customer's operations on the day on which the alleged Defect is reported.

"Priority Two Call" means a Notification from Customer to SunGard Public Sector's Help desk reporting that it believes that a Defect has caused a partial failure of Customer's computer system or the Software which significantly hinders its ability to perform data processing which is critical to Customer's operations on the day on which the alleged Defect is reported.

"Priority Three Call" means a Notification from Customer to SunGard Public Sector's Help desk reporting that it believes that a Defect has caused an intermittent failure of, or problem with, its computer system or the Software that causes a significant delay in Customer's ability to perform data processing on the day on which the alleged Defect is reported, but where the processing is not critical to Customer's operations.

**"Priority Four Call"** means a Notification from Customer to SunGard Public Sector's Help desk reporting that it believes that a Defect has caused a problem with its computer system or the Software that does not significantly affect critical processing.

### 3. Services.

(a) **Types of Services.** During the term of this Agreement, SunGard Public Sector will provide Customer with Maintenance for Component Systems, 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. SunGard Public Sector's obligation to provide Customer with Improvements for Baseline Component Systems owned by parties other than SunGard Public Sector is limited to providing Customer with the Improvements that the applicable third party owner provides to SunGard Public Sector for that Baseline Component System. 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) **Maintenance Fees.** For the Improvements, Customer will pay SunGard Public Sector the amount provided for in Exhibit 1 as the "Payment Amount" for the first Contract Year. For each Contract Year subsequent to the initial Contract Year, SunGard Public Sector reserves the right to increase the Improvements fees, however, SunGard Public Sector shall notify Customer 90 days prior to any such increase. Customer shall have the right to terminate this Agreement if said increased fees are not acceptable to Customer. 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. Any and all payments under this Agreement for the initial Contract Year and any subsequent years are contingent upon an annual appropriation by the City Commission as set forth in Chapter 30 of the Hollywood Code of Ordinances.

(b) **Additional Costs.** SunGard Public Sector shall notify Customer prior to any travel by SunGard Public Sector to determine if such travel is necessary under this Agreement. Upon approval of such travel, Customer will reimburse SunGard Public Sector for actual travel expenses that SunGard Public Sector incurs in providing

Customer with Improvements under this Agreement, with reimbursement to be on an as-incurred basis as set forth below.

Such travel expenses/costs shall be separately billed by SunGard Public Sector and paid by the Customer. All requests for "travel expenses" eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the Customer's representative and to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance required under this Agreement by SunGard Public Sector.

(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, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

(d) **Late Charges.** Any late charges shall be pursuant to Chapter 218, Part VII, Florida Statutes, "Local Government Prompt Payment Act."

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. Any and all renewals are subject to an annual appropriation by the City Commission as set forth in Chapter 30 of the Hollywood Code of Ordinances.

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 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. 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 supercedes 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 Hollywood, FL**

**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 and if an annual appropriation has been approved by the City Commission, as provided for in Section 5, Term.

| Qty | Part #              | Component System                                     | Initial Payment Amount | Support Type |
|-----|---------------------|--|------------------------|--------------|
|     |                     | <b>Records Management System</b>                     |                        |              |
| 205 | RMS-AW              | ADDITIONAL RMS WORKSTATION LICENSE - 205 WORKSTATION | 23,173.00              | 7x24         |
| 205 | RMS-MAP-AW          | ADDITIONAL RMS MAP DISPLAY AND PIN MAPPING LICENSE   | 3,616.00               | 7x24         |
| 300 | RMS-WIZ-CLIENT      | ACCIDENT WIZARD WORKSTATION LICENSE                  | 1,350.00               | 7x24         |
| 1   | RMS-P&E-10          | PROPERTY AND EVIDENCE MODULE - 10 WORKSTATION        | 1,170.00               | 7x24         |
| 1   | RMS-BAR-HOST-100    | BAR CODING SERVER LICENSE                            | 1,710.00               | 7x24         |
| 2   | RMS-BAR-CLIENT      | BAR CODING HAND-HELD CLIENT LICENSE (EACH)           | 574.00                 | 7x24         |
| 1   | RMS-TRAIN-100       | TRAINING MODULE                                      | 2,260.00               | 7x24         |
|     |                     | <b>MOBILE COMMUNICATION TERMINALS</b>                |                        |              |
| 281 | MCT-BMS-T5          | BASE MOBILE SERVER SOFTWARE                          | 6,040.00               | 7x24         |
| 15  | MCT-MIS             | LAN CLIENT LICENSE FOR MESSAGE SWITCH                | 610.00                 | 7x24         |
| 15  | MCT-MFR-MBLH-CLIENT | MFR CLIENT - MOBILAN VERSION                         | 1,350.00               | 7x24         |
| 281 | MCT-NOCAD           | MCT CLIENT - NO CAD INTERFACE                        | 12,832.00              | 7x24         |
| 281 | MCT-MAP             | MCT CLIENT - MAPS                                    | 4,162.00               | 7x24         |
| 15  | MCT-CLIENT-PDA      | MCT CLIENT - PDA                                     | 1,350.00               | 7x24         |
| 15  | MCT-MFR-HH-CIT      | MFR CLIENT - HANDHELD CITATION MODULE                | 1,350.00               | 7x24         |
| 281 | MCT-MFR-OFF         | MFR CLIENT - BASE INCIDENT/OFFENSE                   | 21,480.00              | 7x24         |
| 281 | MCT-MFR-ACC         | MFR CLIENT - ACCIDENT REPORTING                      | 10,784.00              | 7x24         |
| 281 | MCT-MFR-ARREST      | MFR CLIENT - ARREST                                  | 8,470.00               | 7x24         |
| 281 | MCT-MFR-CITATION    | MFR CLIENT - CITATION                                | 10,784.00              | 7x24         |
| 281 | MCT-MFR-REV-T5      | REVIEW MODULE FOR FIELD REPORTING                    | 5,025.00               | 7x24         |
|     |                     | <b>PAYMENT AMOUNT</b>                                | <b>\$ 118,268.00</b>   |              |

| Qty | Part #       | Custom Modifications                   | Initial Payment Amount | Support Type |
|-----|--------------|--|------------------------|--------------|
| 1   | MFR-CUST-MOD | MFR CUSTOM MOD - TRANSCRIPTION PROCESS | 2,160.00               | 7x24         |
|     |              | <b>PAYMENT AMOUNT</b>                  | <b>\$ 2,160.00</b>     |              |

Improvements fees listed above are for the 2<sup>nd</sup> Contract Year which will begin twelve (12) months following execution of this Agreement. Improvements fees will be due the later of October 1, 2010 or twelve (12) months following execution of this Agreement. Improvements fees for any Contract Year subsequent to the second full Contract Year are subject to change and SunGard Public Sector shall notify Customer ninety (90) days prior to such change in fees and Customer shall have the right to terminate this Agreement if such fees are not acceptable to Customer.

**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:** As indicated in the "Support Type" column in Exhibit 1, "7x24" means Seven (7) days per week, 24 hours per day. "5x8" means Monday through Friday, 7:00 A.M. to 6:00 P.M. Eastern Standard Time excluding holidays.
- 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 (that is, based upon whether SunGard Public Sector provides 7x24 or 5x8 Support for the Baseline Component System/Custom Modification in question) occurring after SunGard Public Sector's receipt of the Notification:

**Priority One Calls** – two (2) hours or less.

**Priority Two Calls** – four (4) hours or less.

**Priority Three Calls** – twenty-four (24) hours or less.

**Priority Four Calls** – seventy-two (72) hours or less.

**Notes:** (1) For purposes of these targets, a "response" will mean as an initial contact from an SunGard Public Sector representative to Customer to begin evaluation of the problem reported under one of the categories of calls identified above; (2) As a prerequisite to SunGard Public Sector's obligation to respond to Customer, Customer must follow SunGard Public Sector's then-current processes (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting its Notification.

# AGENCY ACCESS AGREEMENT

among

**Broward County Sheriff's Office**  
2601 W. Broward Blvd  
Ft. Lauderdale, FL 33312

and

**City of Hollywood**  
2600 Hollywood Blvd.  
Hollywood, Florida 33020

and

**SunGard Public Sector Inc.**  
1000 Business Center Drive  
Lake Mary, FL 32746

Broward County Sheriff's Office ("Licensee") and SunGard Public Sector Inc. ("SunGard Public Sector") entered into that Contract and Agreement dated \_\_\_\_\_ ("Licensee Agreement"). City of Hollywood, FL ("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 SOFTWARE APPLICATIONS UNDER THE CUSTOMER AGREEMENT**

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.

3. **Accessor Software Constitutes Confidential Information of SunGard Public Sector.** Accessor acknowledges and agrees that 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 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 for its benefit and internal use only by its employees on a strict "need to know" basis.

(Continued on following page)

4. Obligations of SunGard Public Sector. 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 effected 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, THE ACCESSED SOFTWARE IS MADE AVAILABLE ON AN "AS IS" BASIS. SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER TO ACCESSOR REGARDING THE ACCESSED SOFTWARE, AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND/OR FITNESS FOR A PARTICULAR PURPOSE. SUNGARD PUBLIC SECTOR WILL HAVE NO 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.

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.

**BROWARD COUNTY SHERIFF'S OFFICE**

**SUNGARD PUBLIC SECTOR INC.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Authorized Signature  
Ronald E. Goodrow  
Exec.VP, SunGard Public Sector Inc

\_\_\_\_\_  
Print Name & Title

4/27/09  
\_\_\_\_\_  
Date

**CITY OF HOLLYWOOD, FL**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date