

RESOLUTION No. 2007-52-559

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT BETWEEN THE CITY OF MIAMI GARDENS AND SUNGARD HTE, INC., FOR A COMPUTER-AIDED DISPATCHING SYSTEM, A RECORDS MANAGEMENT SYSTEM, AND A MOBILE DATA COMPUTING SYSTEM BY RELYING UPON THAT CERTAIN AGREEMENT DATED MAY 4, 2006, BETWEEN THE CITY OF LARGO, FLORIDA AND SUNGARD HTE, INC., A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, previously the City Council authorized the issuance of bonds to be used for capital expenditures in establishing the City of Miami Gardens Police Department, and

WHEREAS, it is necessary for the City to purchase a computer-aided dispatch system, a records management system and a mobile data computing system for the Police Department, and

WHEREAS, the City of Largo issued an RFP for systems that are required by the City of Miami Gardens, and

WHEREAS, on May 4, 2006, the City of Largo entered into an Agreement for these services with Sungard HTE, Inc. ("Sungard"), and

WHEREAS, the City of Largo permits other governmental entities to utilize the Largo Contract for similar services, and

WHEREAS, Sungard has agreed to permit the City of Miami Gardens to utilize Largo's Contract for the provision of the required computer services, and

WHEREAS, in accordance with Section 15(b) of the City's purchasing ordinance, the City's purchase of commodities of services from contracts previously awarded by other governmental entities that were competitive bid are exempt from bidding procedures,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, as follows:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORITY: The Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, that certain Agreement between the City of Miami Gardens and Sungard HTE, Inc., for a computer-aided dispatching system, a records management system and a mobile data computing system by relying upon that certain Agreement dated May 4, 2006, between the City of Largo, Florida and Sungard HTE, Inc., a copy of which is attached hereto as **Exhibit A**.

Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of the subject Agreement, with one to be maintained by the City; with one to be delivered to Sungard HTE, Inc., and with one to be directed to the Office of City Attorney.

Section 4 EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON MARCH 14, 2007.


SHIRLEY GIBSON, MAYOR

ATTEST:


RONETTA TAYLOR, CMC, CITY CLERK

Prepared by SONJA KNIGHTON DICKENS, ESQ.
City Attorney

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: Councilwoman Pritchett
SECONDED BY: Councilman Bratton

SKD/teh

VOTE: 5-1

| | | | |
|-------------------------------|---|--|-----------------|
| Mayor Shirley Gibson | <input checked="" type="checkbox"/> (Yes) | <input type="checkbox"/> (No) | |
| Vice Mayor Oscar Braynon, II | <input type="checkbox"/> (Yes) | <input type="checkbox"/> (No) | Excused Absence |
| Councilman Melvin L. Bratton | <input checked="" type="checkbox"/> (Yes) | <input type="checkbox"/> (No) | |
| Councilman Aaron Campbell | <input checked="" type="checkbox"/> (Yes) | <input type="checkbox"/> (No) | |
| Councilman André Williams | <input checked="" type="checkbox"/> (Yes) | <input type="checkbox"/> (No) | |
| Councilwoman Sharon Pritchett | <input type="checkbox"/> (Yes) | <input checked="" type="checkbox"/> (No) | |
| Councilwoman Barbara Watson | <input checked="" type="checkbox"/> (Yes) | <input type="checkbox"/> (No) | |

City of Miami Gardens

1515-200 NW 167th Street
Miami Gardens, Florida 33169



Mayor Shirley Gibson
Vice Mayor Oscar Braynon II
Councilman Melvin L. Bratton
Councilman Aaron Campbell
Councilman Andre Williams
Councilwoman Sharon Pritchett
Councilwoman Barbara Watson

MEMORANDUM

To: Mayor and City Council

From: Dr. Danny O. Crew, City Manager

Thru: Paul L. Miller, Major, Criminal Investigations Bureau
Pam Thompson, Purchasing Manager

Date: March 14, 2007

Re: Proposed Resolution authorizing the City Manager to negotiate and execute an agreement to purchase and implementation of a fully integrated Public Safety software system

Background:

The City Council authorized the City Manager to issue bonds, whose proceeds would partially be used for capital expenditures in establishing the Miami Gardens Police Department.

A computer aided dispatch (CAD); records management system (RMS); and mobile data computing (MCT) software and hardware is required for the department to start operations on Saturday, December 1, 2007. These systems will allow dispatching of calls with GIS capabilities; records management to include property and evidence, crime analysis, and state/NCIC messaging.

This system will provide the Police Department with the ability to electronically complete and edit reports and will considerably increase our ability to provide service to the community. This software system will minimize report storage and more efficiently analyze criminal activity and assist the department in developing strategies that effectively deploy personnel in responses to crime trends.

**J-4) CONSENT AGENDA
RESOLUTION
SUNGARD HTE, INC.**

The City of Largo solicited a consultant to assist with preparing a Request for Proposal to obtain a fully integrated public safety software system. The City of Largo's RFP and contract, awarded in 2006, allows other governmental entities to use their contract with vendor's approval SunGard HTE, Inc. has agreed to allow the City of Miami Gardens to use the City of Largo's contract.

Analysis:

In order to provide the best police service available, the transition team researched various software programs in anticipation of the Miami Gardens Police Department automated needs. Members of the MGPD command staff completed a needs analysis and determined that the following components will provide features that will assist our officers in providing service to the residents of Miami Gardens:

Computer Aided Dispatch (CAD)
Records Management (RMS)
Mobile Data Computers (MDC)
Field Based Reporting (FBR)

This analysis included onsite visits to North Miami, Sunny Isles, North Miami Beach, Miami, Miami-Dade Schools Police and Miramar Police Departments in order to obtain a first hand view of individual systems, potential problems and customer satisfaction. Vendor specific demonstrations were conducted to provide an overview of the capabilities and pricing of each system. Input was received from various entities and law enforcement agencies as to which companies were currently providing the best service and implementation options.

Based on feedback from points of contact and the department's need to aggressively implement a product, five companies were contacted and asked to provide information and demonstrations of their product. Four of the companies, Eden, Sungard (OSSI), Spillman Technologies and Plant/Global (partnering with Motorola), provided literature about their products and conducted product demonstrations at our offices. The last company, Tiburon, contacted staff and advised that they were unable to meet our timeline for implementation and removed themselves from consideration.

While viewing product demonstrations and obtaining vendor information, staff focused on product application, ease of use, analytical capabilities, and the ability for implementation prior to December 1, 2007. As the department does not currently have a manual reporting or records system in place, it was imperative that the department be able to implement an automated system from the start. This would prevent the department from having to implement a manual system and then convert data and retrain personnel within one to two years. Initiating a seamless technologically advanced system will allow training to be conducted during the initial transition process. Additional cost savings will be realized by not having to print forms or institute a manual records maintenance system.

The products that were viewed all had similar capabilities but there were aspects of each company's product that were unique. The product from SunGard OSSI was distinguished from the other products in the following three areas:

- Field Based Reporting
- Individual modules
- Ease of use.

The OSSI Product has many of the reports used in the South Florida area already built into the system. OSSI is being utilized by many Miami-Dade and Broward Agencies which affords the MGPD the opportunity to utilize reports that were already designed for many of these departments and are familiar to officers who may join MGPD.

The modules contained in the package price include:

- Standard Reporting and Dispatch
- Internal Affairs
- Case Management
- Quartermaster
- Personnel
- Equipment
- Training

The system also includes analytical modules such as crime analysis, gang monitoring and sexual offender registration. Many neighboring agencies utilize this software which may provide information links with MGPD. The OSSI system is a member of the State of Florida users group which is a vehicle for networking and obtaining no cost enhancements to the system.

OSSI management has committed to implementing full system training prior to December 1, 2007. In addition, assistance from several area agencies has been offered in order to assist in a smooth transition to this system. MGPD staff recently visited OSSI's National Headquarters in order to discuss the system with the OSSI executive team. MGPD staff left with total commitment regarding the implementation, training, and continued support to the City of Miami Gardens.

The purchase of the OSSI system will enable the MGPD to be at the forefront of the law enforcement community in South Florida. Our officers will be equipped with the latest technology to process information quickly and efficiently.

Project Structure:

SunGard HTE. Inc will be the lead agency for implementation of the OSSI Software Records Management System (RMS). In order to fully implement OSSI, SunGard HTE. Inc. is partnering with two additional companies; Iron Mountain Intellectual Property Management, Inc. and Stratus Technologies Ireland Limited.

Iron Mountain Intellectual Property will maintain the escrow account necessary to protect SunGard's proprietary technology, and Stratus Technologies will provide the high availability server configuration to support the RMS software.

These companies have provided individual contracts for goods and services which are being administered through SunGard HTE. In line with City of Miami Gardens procedures each contract must go separately before Council. As such, the above-mentioned contracts, which are integral pieces of the larger SunGard system, will be brought before Council as individual agenda items for approval.

Recommendation:

That the City Council approve the attached resolution authorizing the City Manager to negotiate and execute an agreement with SunGard HTE Inc. in accordance with the City of Largo's contract for the purchase and implementation of a public safety integrated software system in an amount of \$944,856.00 plus annual support of \$139,999.00

AGREEMENT BETWEEN SUNGARD INC., AND THE CITY OF MIAMI GARDENS, FLORIDA

This Agreement is entered into as of this 14 day of March, 2007, between SunGard HTE Inc. ("SunGard" or "Contractor"), having its principal place of business at 1000 Business Center Drive, Lake Mary, Florida 32746, and the City of Miami Gardens, FL (the "City" or "Customer"), with its principal place of business at 1515 NW 167th Street, Bldg 7, Suite 403, Miami Gardens, FL 33169.

WHEREAS, the City of Largo, Florida previously issued Request for Proposal 05-P-998, and entered into a resulting contract with SunGard (City of Largo Contract); and

WHEREAS, the City of Largo Contract allows other governmental entities to use the City of Largo Contract, subject to SunGard's approval; and

WHEREAS, SunGard has agreed to allow City to use the City of Largo Contract as the basis for this Agreement; and

WHEREAS, the City has requested SunGard to furnish a Computer Aided Dispatching System, Records Management System, and Mobile System (each hereinafter referred to as a "Licensed Program," and described in Exhibit A – Pricing and Detail Summary, attached hereto, which reflects agreements and adjustments made during negotiations between the parties; and,

WHEREAS, the request and all subsequent negotiations documented as of the above date are herein reconciled to and are superseded by this Agreement.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1.0 INDEPENDENT CONTRACTOR

SunGard shall, at all times, act as an independent contractor in the performance of this Agreement. Neither SunGard nor its employees or agents shall represent themselves to be, or be deemed to be, employees of the City.

2.0 DUTIES OF PARTIES

SunGard and Customer agree that when this Agreement is signed by both parties, all terms and conditions contained in this Agreement will apply to any Licensed Programs and/or services offered under this Agreement. SunGard will furnish to the Customer by this Agreement:

1. The SunGard Licensed Programs listed in Exhibit A to this Agreement.
2. Grant of a nonexclusive, nontransferable, perpetual license to use such Licensed Programs on SunGard-approved Hardware.
3. Support services as described and provided for in Exhibit B to this Agreement.
4. Training, conversion and project management services as described herein and listed in Exhibit A to this Agreement.
5. Acquisition on behalf of and for benefit of the City of the Pay Agency Products listed in Exhibit A to this Agreement.

With respect to the Licensed Programs, the Customer agrees, without limitation, to accept responsibility for:

1. Appointment of a qualified "City Project Representative," as otherwise provided for in this Agreement, and cooperating with and assisting SunGard in the performance of its responsibilities under this Agreement.
2. Use of the Licensed Programs to achieve the Customer's intended results.

3.0 DEFINITIONS Each of the following defined terms will have the meaning given to that term in this Section whenever that term is used in this Agreement. Certain other terms used in this Agreement are defined in the operative provisions of this Agreement:

"Licensed Program" shall mean a licensed software program identified in attached Exhibit A or in a written amendment to this Agreement between the parties hereto, and including, without regard to the author thereof, any extracts from such software, any derivative works of such software, or any collective works constituting such software (such as subsequent releases of the Licensed Program that are made available to Customer by SunGard as part of Support) or routines and subroutines, consisting of a series of instructions or statements in machine readable object code form and any related licensed program materials provided for use in connection with the Licensed Programs. Unless otherwise provided herein, the term "Licensed Programs" shall refer solely to SunGard Licensed Programs.

"Machine" or "CPU" or "Hardware" shall mean computer hardware designated, supplied or approved by SunGard for operation of any Licensed Programs.

"Source Code" shall mean a copy of the computer programming code in human-readable form.

"Object Code" shall mean a copy of the computer programming code assembled or compiled in magnetic or electronic binary form on software media, which is readable and usable by machines, but not generally readable by humans without reverse assembly, reverse compiling, or reverse engineering.

"Effective Date" shall mean the date first above written, which shall be the date of the execution of this Agreement by the last party to sign this Agreement.

"Installation Date" shall mean the date that a Licensed Program is installed/loaded on a designated machine. Licensed Programs will be considered installed when SunGard demonstrates to Customer that the Licensed Program is installed and is ready for the Customer to start building code files on their computer system.

"Delivery Date" shall mean the date SunGard delivers, F.O.B. SunGard's offices, the Licensed Programs to Customer. The date of such delivery shall be referred to as the "Delivery Date." For services, the "Delivery Date" refers to the date services are performed.

"Support" shall mean the maintenance and support call services provided to Customer for the SunGard Licensed Programs pursuant to the Licensed Programs Support Agreement signed by the parties on or about the Effective Date and attached to this Agreement as Exhibit B.

"Pay Agency Products" means, collectively, the third party hardware, systems software and/or software products that are enumerated in Attachment 1 of Exhibit A attached to this Agreement. In each instance, the respective third party owners of such hardware and systems software products are each referred to as a "Vendor."

"Project Plan" shall mean a definitive written plan, to be signed by both Customer and SunGard, setting forth the timeline in which SunGard will render the services provided for in Exhibit A. The parties will use good faith efforts to complete and execution such Project Plan by not later than forty-five (45) days following the Effective Date.

"Documentation," as it refers to any Baseline Licensed Program, means the then-current SunGard-provided on-line and hard copy user and system manuals and printed information relating to the operation and functionality of the Baseline Licensed Program.

"Baseline Licensed Program" means the general release version of a SunGard Licensed Program as first delivered to the City, but without any other modification whatsoever.

"Confidential Information" means non-public information of a party to this Agreement. Confidential Information of SunGard includes the Licensed Programs, all software provided with the Licensed Programs, and algorithms, methods, techniques and processes revealed by the Source Code of the Licensed Programs and any software provided with the Licensed Programs. Notwithstanding anything contained herein to the contrary, Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation. The parties acknowledge that their respective obligations under this Agreement are governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, concerning instances that may require the City disclose Confidential Information of SunGard to third parties. The provisions addressing such potential disclosures are set forth in Section 11 of this Agreement.

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

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

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

4.0 CONTRACT DOCUMENTS

The Agreement between the parties shall consist of this Agreement, including the following Exhibits, all of which are incorporated herein:

Exhibit A – Pricing and Detail Summary

Exhibit B– SunGard Licensed Programs Support Agreement

Exhibit C – SunGard Software Escrow Agreement

Exhibit D – Sample Project Plan

5.0 LICENSE

The license granted under this Agreement permits the Customer, subject to the provisions of this Agreement, to:

- a. Use the Licensed Programs only in the United States of America on the designated Machine(s) for Customer's internal use only and not for the processing of any data except Customer's (i.e., no service bureau use is permitted).
- b. Copy the Licensed Programs in machine readable object code form as reasonably necessary to support the Customer's use of the Licensed Programs as authorized under this Agreement.
- c. Use the Licensed Programs on a back-up CPU to be used when the designated CPU is temporarily inoperable.
- d. Have access to a copy of the Source Code for the Licensed Programs in certain limited instances, subject to Customer's execution of the escrow agreement attached to this Agreement and marked as Exhibit C. Unless otherwise provided herein, the Licensed Programs are provided in and may be used in machine-readable object code form only. The parties shall enter into an escrow agreement in the form of Exhibit C, which describes the provisions for escrowing of the SunGard Licensed Programs, and the City's rights to release of the software source code version of the SunGard Licensed Programs from escrow upon the occurrence of the certain release events specified in Exhibit C.

Customer will not allow the Licensed Programs to be used by, or (subject to the requirements of applicable law) disclose all or any part of the Licensed Programs to, any person except Customer's employees, on a need-to-know basis. Without limiting the foregoing, Customer is permitted to allow use of the input and/or output sensory displays of or from the Licensed Programs by third parties on a need to know basis, and such use shall not be deemed a non-permitted disclosure of the Licensed Programs. Customer will not allow the Licensed Programs, 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'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.

6.0 PERIOD OF PERFORMANCE

This Agreement shall be effective as of the Effective Date and shall remain in full force and effect unless terminated by either party as otherwise provided for herein. With regard to the services outlined in attached Exhibit A, within forty-five (45) days following the Effective Date, the parties will develop a Project Plan that includes a tentative timeline for the completion. A reference Sample Project Plan in attached hereto as Exhibit D.

7.0 PERFORMANCE BOND

SunGard, at its own expense, will obtain and maintain in place for the two (2) year period following the Effective Date, an annual performance bond, issued by a reputable bonding company qualified to conduct business in the State of Florida, in the

base amount of \$199,500.00 (with the amount of such bond to be reduced in the second year to reflect the value of the services rendered by SunGard in the first year that such performance bond is in place), to secure SunGard's obligation to render the services detailed in Attachment A. SunGard will obtain the performance bond for such first year period by not later than thirty (30) days following the Effective Date.

8.0 PRICING AND PAYMENT TERMS

For the license to use the Licensed Programs identified in Exhibit A, the provision of the services specified in Exhibit A, the acquisition of the Pay Agency Products identified in Exhibit A, and the Support provided for in Exhibit B, the City will pay SunGard the fees specified in Exhibit A, in accordance with the payment schedule provided for in Exhibit A. The City will additionally reimburse SunGard for reasonable travel and living expense actually incurred by SunGard personnel rendering services. SunGard will use good faith efforts to limit such reimbursable expense amounts. Such efforts will include, without limitation, using coach air fare, booked in advance when available, staying at hotels identified in advance by Customer as offering Customer's contractors a discounted rate, and sharing rental cars. With regard to the services specified in Exhibit A as of the Execution Date, the amount for which the City will reimburse SunGard for travel and living expenses will not exceed \$39,000 without the City's prior and express written consent. In each instance, for each amount invoiced by SunGard, SunGard will provide Customer with a single itemized invoice bearing the contract number of this Agreement. Each invoice will be payable by City in accordance with the applicable provisions of the Florida Prompt Payment Act. Late payments will be subject to late charges as otherwise provided for under the Florida Prompt Payment Act.

The amounts payable to SunGard pursuant to this Agreement are exclusive of any applicable sales, use or excise taxes. Such amounts will be payable by Customer in addition to the amounts otherwise provided for in this Agreement. Customer represents that it is exempt from all Federal excise and transportation taxes and Florida sales and use taxes. Customer shall provide SunGard with a copy certificates evidencing such tax exempt status. SunGard will be responsible for any taxes imposed upon SunGard's income, gross receipts or capital stock.

9.0 LICENSED PROGRAM SERVICES AND APPOINTMENT OF CUSTOMER REPRESENTATIVE

Training services that SunGard will provide to City in connection with the SunGard Licensed Programs are listed in Exhibit A, and the fees therefor will be invoiced as provided for in Exhibit A. Additional training can be provided upon request of the Customer at SunGard's then prevailing rates.

SunGard will provide Customer with the data conversion services specified in Exhibit A and the fees therefor will be invoiced as provided for in Exhibit A. Additional data conversion assistance can be provided upon request of the Customer at SunGard's then prevailing rates. Data must be given to SunGard in a format provided or approved by SunGard and the data must match data field definition. Input data file clean up and formatting shall be the responsibility of the Customer.

Excepting for the modifications (if any) specifically provided for in Exhibit A, no modification services are included in the services to be provided pursuant to this Agreement. If Customer desires to engage SunGard to provide any such modification services in any instances, the parties must execute a written amendment to this Agreement. Such written amendment will specify the specific modifications to be provided by SunGard, and the additional amounts payable by Customer for such modification services. Without limitation, SunGard will be obligated to provide Support only for the Baseline Licensed Program.

Customer will cooperate with SunGard to facilitate the performance of SunGard's responsibilities under this Agreement. As part of Customer's responsibilities, it will make available to SunGard a qualified staff member to serve as the Customer's project representative (hereinafter, the "City Project Representative"), who will have authority to act for Customer in the performance of this Agreement, and to provide SunGard with necessary information and data concerning Customer's operations and activities, and assume responsibility for the accuracy of such information and data supplied, and provide access to Customer's computer facility at all reasonable times, and have the authority to enforce implementation decisions which are mutually agreed to by Customer and SunGard.

10.0 PROJECT MANAGEMENT

In connection with the services provided for in Exhibit A (for purposes of this Section, the "Project"), the Contractor shall, within thirty (30) days after the Execution Date, assign an individual ("Project Manager") to oversee and have complete responsibility for the Project. This Project Manager shall manage and direct SunGard's provision of services, including SunGard's planning, delivery, installation, and performance verification, and shall be subject to the City's right of disapproval,

as provided for in Section 12.1 of this Agreement. The Project Manager shall coordinate all work between the various parties involved (i.e., manufacturer, subcontractors, installation company, etc.).

The Project Manager shall be available on site as required to perform the proposed work in conformance with the Project Plan. The Project Manager shall be supported by the Contractor's other services personnel in performing SunGard's services pursuant to this Agreement.

The Contractor's Project Manager and the City Project Representative shall hold regular Project status meetings (both on-site and by conference call, as appropriate) throughout the duration of the Project, all as to be more fully provided for in the Project Plan. The Contractor's Project Manager shall provide the City with periodic written reports regarding the Project, with such reports to include the following minimum items:

- A. Work performed.
- B. Technical problems encountered.
- C. Technical problems resolved.
- D. Management problems encountered.
- E. Management issues resolved.
- F. Meeting attendees.
- G. Technical/management items discussed.
- H. Action items.
- I. Project schedule.
- J. Report regarding the status of invoicing and payments.

11.0 PROTECTION AND SECURITY OF PROPRIETARY MATERIALS

Except as otherwise permitted under this Agreement, and subject to the requirements of Chapter 119, Florida Statutes:

The Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will exercise reasonable and prudent measures, and in any event, exercise at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Licensed Programs, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item, or for such longer period as may be required by applicable law. However, Customer's obligations to maintain the Licensed Programs as confidential will survive in perpetuity. To the extent that either party is required under applicable law (including whether by statute, order of a court of competent jurisdiction, or pursuant to a subpoena validly issued by a body having valid subpoena powers under applicable law") to provide any Confidential Information of the other to a third party (each hereinafter a "Lawful Order of Production), the party subject to such requirement (the "Producing Party") will promptly notify the other party (the "Owning Party") of such request, so that the Owning Party can take appropriate action to quash or to otherwise limit such Lawful Order of Production. In the event of a Lawful Order of Production, the Producing Party will limit the disclosure of the Owning Party's Confidential Information to only that which is required to comply with the Lawful Order of Production. Further, and without limitation, notwithstanding the disclosure of the Owning Party's Confidential Information in compliance with such Lawful Order of Production, the restrictions on the Producing Party's right to use and disclose the Owning Party's Confidential Information so disclosed under such Lawful Order of Production will remain in full force and effect for all other purposes whatsoever. Without limitation, the Licensed Programs constitute "data processing software" and "trade secret" information of SunGard, in whole and in part, as such terms are defined in Chapter 119, Florida Statutes.

During the term of this Agreement, SunGard may have access to and become familiar with City's Confidential Information regularly used in the operation of the City's business. This Confidential Information includes, but is not limited to, non-public devices; processes; applications; records; reports; investigations; compilations of information; specifications; and financial, accounting, statistical and security information. SunGard shall not, during or after the term of this Agreement disclose any such Confidential Information of the City to any person (other than to SunGard personnel having a need-to-know

for the purposes of fulfilling SunGard's obligations under this Agreement, directly or indirectly, nor use it in any way, except as required or authorized by the City. SunGard shall keep all equipment sign on access authority and passwords confidential and shall be responsible for all transactions performed on any City data. SunGard shall only use City computer systems for the purposes set out in this Agreement and any supplements hereto.

Without reducing SunGard's right to own exclusively the Licensed Programs, including any and all modifications thereto and derivative works thereof, all non-public files, records, documents, drawings, specifications, equipment, software, and similar items relating to the City's business, whether or not prepared by SunGard, shall remain the exclusive property of the City and shall not be removed under any circumstances from the premises where the City's work being carried on, without the prior approval of the City, such approval which the City will not unreasonably withhold, delay or condition. SunGard shall make no copies of any City Confidential Information, except for use as may be required to perform SunGard's duties under this Agreement and any supplements hereto.

12.0 LIMITED WARRANTIES

12.1 Limited Warranty Regarding Services. SunGard will render all services under this Agreement in a professional and workmanlike manner. Customer will have the right to request that SunGard remove and replace any SunGard personnel providing services at Customer's facilities if, in the reasonable opinion of Customer, such SunGard personnel do not possess the skills and experience necessary to render the services for which SunGard has provided such personnel, or for such other reasons as may be both lawful and appropriate. Promptly after receipt of Customer's request to that effect (which right of request Customer will not unreasonably exercise), SunGard will replace such personnel (the "Unsatisfactory Personnel") with personnel possessing the skills and experience necessary to render the services for which SunGard has provided such personnel, and SunGard will re-provide any services that were not rendered in accordance with the requirements of this Section at no additional fee to Customer. In the event that SunGard fails to effect the remedy provided for breach of this limited warranty, then, subject to the limitations set forth in Section 22 of this Agreement, Customer may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty.

12.2 Limited Software Warranty by SunGard and Remedy For Breach. For each Licensed Program, SunGard warrants to Customer that, for a period of thirteen (13) months after the Delivery Date, the Baseline Licensed Program, as used by Customer on the Machine for its own, internal computing operations, will operate in substantial conformity with its Documentation. For each material non-conformity between a Baseline Licensed Program and its Documentation that Customer reports to SunGard, SunGard will, as soon as reasonably practicable and at its own expense, provide Customer with an avoidance procedure for or a correction of that non-conformity. If, despite its efforts, SunGard is unable to provide Customer with an avoidance procedure for or a correction of the non-conformity, then, subject to the limitations set forth in Section 22 of this Agreement, Customer may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty.

12.3 Exclusive Remedies; Disclaimer of Warranties. The remedies for breach of the limited warranties provided for in this Section 12 are exclusive and are in lieu of all other remedies for breach of the limited warranties provided for in this Section 12, and SunGard's sole obligations for breach of the limited warranties provided for in this Section 12 are contained in this Section 12. **SUNGARD MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR ANY OF THE LICENSED PROGRAMS, IN WHOLE OR IN PART. SUNGARD EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.**

13.0 FORCE MAJEURE

Neither party shall be deemed to be in default of any provision of this Agreement or be liable for any delay, failure in performance, or interruption of service resulting from act of war, act of God, act of civil or military authority, civil disturbance, or any other cause beyond its reasonable control.

NOTICE OF FORCE MAJEURE. Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than 15 days) after it discovers the Force Majeure. If a Force Majeure occurs, the parties will execute a written amendment to this Agreement to extend the term of performance for a time period that is reasonable under the circumstances.

14.0 INSURANCE

SunGard shall maintain in force at all times during SunGard's performance under this Agreement of any services on-site at City's facilities not less than the following insurance coverage, with carriers authorized to do business in the State of Florida and having a Best's rating of at least "A-": (i) workers' compensation and employer's liability insurance as required by law; (ii) commercial general liability with limits of liability of not less than \$2,000,000 combined single limits for bodily injury and property damage per occurrence (such commercial general liability coverage which will name City as an additional insured); (iii) motor vehicle liability insurance with limits of liability of not less than \$500,000 combined single limits for bodily and property damage per occurrence for all owned, non-owned and hired automobiles (such motor vehicle liability coverage which will name City as an additional insured); and (iv) errors and omissions liability insurance with limits of liability of not less than \$1,000,000 in the aggregate. As soon as reasonably practicable after the Effective Date, SunGard shall provide City with certificates evidencing that all insurance coverage required by this Agreement has been obtained (and further, designating City as an additional insured under the coverage provided for in Subsections (ii) and (iii) hereof), and thereafter, as soon as reasonably practicable upon request in any instance, shall provide City with current certificates evidencing such insurance coverage.

15.0 INDEMNIFICATION FOR INJURY TO PERSON OR PROPERTY

SunGard agrees to assume liability for and indemnify, hold harmless, and defend the Customer, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature for bodily injury, death, and damage to real property and tangible personal property to the extent caused by SunGard's negligent or intentional acts or omissions ("Claims"). SunGard's liability hereunder shall include all reasonable attorney's fees and actual out-of-pocket costs incurred by the Customer in the enforcement of this indemnification provision. SunGard's obligations under this indemnification are expressly conditioned on the following: (i) Customer must promptly notify SunGard of any such claim; (ii) Customer must in writing grant SunGard sole control of the defense of any such claim and of all negotiations for its settlement or compromise. Customer reserves the right to represent its own interests in any such action, at its own expense, but such representation must not prejudice SunGard's right to control the defense of the claim and negotiate its settlement or compromise; and (iii) Customer must cooperate with SunGard to facilitate the settlement or defense of the claim. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

16.0 INTELLECTUAL PROPERTY INDEMNITY

SunGard will defend, indemnify and hold Customer harmless from and against any loss, cost and expense that Customer incurs because of a claim that use of a Baseline Licensed Program infringes any United States copyright or United States patent of others. SunGard's obligations under this indemnification are expressly conditioned on the following: (i) The City must promptly notify SunGard of any such claim; (ii) the City must in writing grant SunGard sole control of the defense of any such claim and of all negotiations for its settlement or compromise. The City reserves the right to represent its own interests in any such action, at its own expense, but such representation must not prejudice SunGard's right to control the defense of the claim and negotiate its settlement or compromise; (iii) the City must cooperate with SunGard to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications or (with the express exception of the other Baseline Licensed Programs and third party hardware and software specified by SunGard in writing as necessary for use with the Licensed Program in question) from the use or combination of products provided by SunGard with items provided by the City or any third party. If any Baseline Licensed Program is, or in SunGard's opinion is likely to become, the subject of a United States copyright or United States patent infringement claim, then SunGard, at its sole option and expense, will: (A) first use good faith, diligent efforts to obtain for the City the right to continue using the Licensed Program under the terms of this Agreement; and if SunGard is unable to attain the result provided for in Subsection A, SunGard will (B) replace the Licensed Program with products that are substantially equivalent in function, or modify the Licensed Program so that it becomes non-infringing and substantially equivalent in function; and if SunGard is unable to attain the result provided for in Subsection A or Subsection B, SunGard will (C) refund to the City the portion of the license fee paid to SunGard for the Licensed Program(s) giving rise to the infringement claim, less a charge for use by the City based on straight line depreciation assuming a useful life of ten (10) years. **THE FOREGOING IS SUNGARD'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

17.0 COPYRIGHT PROTECTION

The Licensed Programs and any written documentation associated therewith are protected under the Copyright Laws of the United States. SunGard warrants and Customer acknowledges that, to the best of Customer's knowledge, SunGard has the following exclusive rights with regard to the Licensed Programs:

- a. To reproduce the Licensed Programs in any or all forms.
- b. To adapt, transform or rearrange the Licensed Programs.
- c. To prepare other products derivative of the Licensed Programs.
- d. To control the distribution of the Licensed Programs.

Customer agrees not to violate any of SunGard's rights or to assist or aid others in doing so. Customer agrees to preserve all copyright and other proprietary notices in the Licensed Programs and written documentation.

18.0 HARDWARE, SOFTWARE AND SYSTEM SOFTWARE PAY AGENCY PROCUREMENT

Upon the terms and conditions set forth herein, SunGard agrees to obtain for Customer, and Customer agrees to remit payment to SunGard for, the Pay Agency Products listed in Exhibit A, at the price set forth therein. Customer further agrees to execute any operating system software sublicense agreement(s) required by the manufacturer(s). Customer may buy and SunGard may acquire for Customer additional computer hardware to be added to the computer hardware outlined above at the then current SunGard prices in effect at the time of purchase.

With regard to the Pay Agency Products, Customer designates SunGard as Customer's pay agent for the sole and exclusive purpose of allowing SunGard, on behalf of Customer, to make payment to Vendor for Customer's procurement of the Pay Agency Products under the terms and conditions of agreements to be executed and made by and between Customer and Vendor (individually or collectively "Vendor Agreement"). SunGard will, as soon as reasonably practicable, obtain for Customer, as Customer's pay agent, the Pay Agency Products from the Vendor. SunGard will remit payment that Customer makes to SunGard for the Pay Agency Products to the Vendor on behalf of Customer. Customer is hereby advised that Vendor, and not SunGard, will be providing Customer with any and all maintenance and/or support for the Pay Agency Products; that Vendor, and not SunGard, assumes all responsibility for and liability in connection with the Pay Agency Products. SunGard 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 is authorized to represent the fees for the Pay Agency Products as the same is provided for in Exhibit A, and to accept payment of such amounts from Customer on behalf of Vendor. In no event will SunGard 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.

Computer Hardware Delivery. SunGard shall arrange for delivery of the Pay Agency Products to Customer as promptly as is reasonably practicable (normally, within 30-60 days following the Effective Date).

Shipment. Computer hardware shipments to the Customer's installation site shall be arranged by SunGard to be in an acceptable mode of transportation to provide appropriate protection of the Pay Agency Products in transit; SunGard shall prepay all charges for shipments and will invoice same to Customer for reimbursement. Customer agrees to reimburse SunGard, in accordance with Exhibit A, for all Pay Agency Products transportation, insurance and special handling charges.

Hardware Capacity. It is expressly understood and agreed between SunGard and Customer that Customer has elected to purchase hardware from other sources that is sufficient to meet Customer's needs and is compatible with SunGard's Licensed Programs. Customer understands that SunGard's Licensed Programs are frequently enhanced and therefore SunGard's minimum hardware specifications are subject to change without notice to the Customer.

Other accessories (hardware or software) may be required for the use of the Licensed Programs. Exhibit D contains a listing of peripherals that Customer has acquired for use with the Licensed Programs. Except as agreed otherwise in writing, SunGard assumes no responsibility under this Agreement for obtaining or supporting such accessories. Customer is also responsible for ensuring a proper environment and proper utilities for the computer system on which the Licensed Program operates, including an uninterrupted power supply.

19.0 ACKNOWLEDGMENT OF SUNGARD'S DEPENDENCE ON CUSTOMER'S GIS INFORMATION

Customer acknowledges and agrees that SunGard's ability to implement the Licensed Programs and to provide services relating to Geographic Information System (GIS) or relating to Maps or relating to geographic analysis, etc. is dependent on the Customer providing SunGard with the resources and data for SunGard's Implementation Guide for Map Projects, if applicable.

Customer shall provide SunGard with the following accurate GIS resources and accurate data in an ASCII EOO 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 is solely responsible for the accuracy of the street inventory and for the accuracy of all attribute data associated with street segments. Examples of inaccurate information include:

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

SunGard will return to Customer a list of the logical errors from SunGard's editing/data validation utility. The logical errors checked for include:

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

Customer is responsible for correcting all errors and ensuring the accuracy of all GIS provided data. Defects and errors in data may cause delays in the project and will be the sole responsibility of the Customer. **IN NO EVENT SHALL SUNGARD BE LIABLE FOR ANY ERRORS ASSOCIATED WITH THE CONVERTED GIS RESOURCES.**

Customer is additionally responsible to digitize all required map layers to support the Public Safety GIS-based CAD and RMS subsystems.

20.0 [Deleted]

21.0 DEFAULT AND TERMINATION

21.1 DEFAULT BY SUNGARD. If SunGard breaches a material obligation under this Agreement, the City may declare SunGard to be in default of this Agreement. If the City asserts a default, it will give SunGard written and detailed notice of the default. SunGard will have thirty (30) days thereafter either to dispute the assertion in good faith (in which event the parties will undertake the Internal Dispute Resolution Process outlined in Section 21.3 below) or to provide a written plan to cure the default. Such plan must be reasonably acceptable to the City. If SunGard provides a cure plan reasonably acceptable to the City, SunGard will begin implementing the cure plan promptly after receipt of the City's approval of the plan. If SunGard fails to cure its default or to provide a plan for such cure acceptable to the City, or if SunGard fails to comply with such plan, the City may declare this Agreement terminated, by providing notice of such termination to SunGard, and thereupon, subject to the limitations otherwise provided for in this Agreement, the City can pursue a claim against SunGard for direct damages caused by such breach.

21.2 DEFAULT BY THE CITY. If the City breaches a material obligation under this Agreement, SunGard may declare the City to be in default of this Agreement. If SunGard asserts a default, it will give the City written and detailed notice of the default. The City will have thirty (30) days thereafter either to dispute the assertion in good faith (in which event the parties will undertake the Internal Dispute Resolution Process outlined in Section 21.3 below) or to provide a written plan to cure the default. Such plan must be reasonably acceptable to SunGard. If the City provides a cure plan reasonably acceptable to the SunGard, the City will begin implementing the cure plan promptly after receipt of SunGard's approval of the plan. If the City fails to cure its default or to provide plan for such cure acceptable to SunGard, or if the City fails to comply with such plan,

SunGard may declare this Agreement terminated, by providing notice of such termination to the City, and thereupon, SunGard can pursue a claim against the City for damages caused by such breach.

21.3 INTERNAL DISPUTE RESOLUTION PROCEDURE. If either party disputes in good faith an assertion put forward by the other that the party is in breach of a material obligation under this Agreement, or if the parties in any instance agree in writing to attempt to resolve any other dispute, difference or claim that may arise between them (each a "Dispute"), the parties will first conduct a staged procedure as follows, it being agreed that for purposes of this Section 21.3, any reference to a particular representative of a party will also be deemed to include such particular representative's duly authorized successor or designee and such other persons as each party deems appropriate; PROVIDED, however, that the procedures set forth in this Section 21.3 shall not apply to SunGard's obligations of indemnification, as the same are otherwise provided for in this Agreement:

(a) A party will provide written notice to the other party of a Dispute. Within five (5) business days of the giving of such notice of a Dispute, the City Project Representative and the SunGard Project Manager will conduct a meeting to attempt to resolve the matter and set forth such resolution in writing. In the event they are unable to resolve the Dispute at the foregoing described meeting, they will reasonably define the Dispute in writing including a description of the position of each party and the other projects and tasks which would be materially affected by the proposed resolution submitted by the City Project Representative and by the proposed resolution submitted by the SunGard Project Manager.

(b) If the City Project Representative and the SunGard Project Manager are unable to reach resolution at the meeting prescribed in Section 21.3(a) above, then within five (5) business days after such meeting, SunGard's Vice President, Professional Services and Customer's Chief Information Officer will meet in Tampa, Florida to attempt to reach a resolution of the matter in light of the description of the Dispute submitted by the parties and further discussion among and between the parties and their respective representatives. If they are unable to resolve the Dispute, they will further reasonably define the Dispute in writing based upon discussions held at their meeting, if appropriate.

(c) If the parties are unable to resolve the Dispute after following the procedures set forth in this Section 21.3, then, subject to the limitations otherwise provided for in this Agreement, the parties are entitled to pursue all their remedies at law and in equity including, without limitation and upon agreement of the parties in any given instance, alternative dispute resolution services. Notwithstanding the provisions of this Section 21.3 either party may seek equitable relief at any time without the necessity of first complying with the provisions of this Section 21.3.

(d) While this dispute resolution procedure is being conducted, each party will continue in good faith to discharge all of its respective obligations under or pursuant to this Agreement. Each party will bear its own expenses (including its own travel and lodging expenses) in connection with the dispute resolution procedure provided for in this Section 21.3.

21.4 EFFECT OF TERMINATION. Upon termination of this Agreement by either party, Customer will promptly return to SunGard or (at SunGard's request) will destroy all copies of the Licensed Programs, and will certify to SunGard in writing, over the signature of a duly authorized representative of Customer, that it has done so. Further, upon any termination of this Agreement, each party will promptly return to the other party or (at the other party's request) will destroy all copies of the other party's Confidential Information that are in the non-owning party's possession, and will certify to the other, by the signature of a duly authorized representative of the non-owning party, that the non-owning party has done so.

21.5 SURVIVAL OF OBLIGATIONS. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity will survive termination of this Agreement. Further, all provision of this Agreement which, by their express terms survive termination, or which reasonably should survive such termination, shall remain in full force and effect.

21.6 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.

21.7 NON-APPROPRIATION OF FUNDS. The City represents and warrants to SunGard that Customer has both appropriated and encumbered sufficient funds in the City's current fiscal year (that is, the fiscal year in effect as of the Execution Date) to pay SunGard both the amounts provided in Exhibit A as the license fees for the Licensed Programs, and the fees for acquisition of the Pay Agency Products, in accordance with the payment schedule set forth in Exhibit A. However, the City's continuing obligation to pay SunGard under this Agreement for services (including Support) is strictly contingent upon annual appropriation by the City's governing body ("City Council"). If the City Council does not appropriate sufficient funds

to pay such services/Support compensation to SunGard under the Agreement, the City will promptly notify SunGard of such fact, with such notice to advise SunGard of the last day through which such funds have been appropriated. On a prospective basis, the City shall not be held liable to pay SunGard under the Agreement for services/Support rendered after the last day through which funds have been appropriated, and only with regard to the prospective obligations of SunGard to provide, and the City to obtain and pay for services/Support under this Agreement, the parties' prospective obligations to obtain/provide services and Support will be terminated as of the last day through which such funds have been appropriated. Notwithstanding anything contained in this Agreement to the contrary, the City will not be considered in default if the City Council does not appropriate sufficient funds to pay the compensation due SunGard under this Agreement. In any such event, however, the City will remain liable to SunGard for payment of all services fees for services rendered, Support for Support provided, and reimbursement amounts for reimbursable expenses incurred by SunGard, up to the effective date of such termination for non-appropriation. Further, the provisions of this Section will not apply to the extent that any funds are appropriated to the City, or by the City, for the acquisition or provision of services similar to the services/Support to be or that are then being provided by SunGard under or pursuant to this Agreement, and the City will not during any fiscal period that SunGard is to provide the City with services/Support under or pursuant to this Agreement, give priority in the application of funds to any other services of the kind otherwise provided for in this Agreement.

22.0 LIMITATIONS OF LIABILITY.

Excepting specifically in connection with SunGard's obligations of indemnity pursuant to this Agreement: SUNGARD'S LIABILITY TO CUSTOMER IN CONNECTION WITH THE LICENSED PROGRAMS, ANY SERVICES, OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT THE CITY ACTUALLY PAID TO SUNGARD FOR THE LICENSED PROGRAMS OR SERVICES GIVING RISE TO THE LIABILITY. REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, BASED ON ANY THEORY WHATSOEVER.

23.0 MISCELLANEOUS AGREEMENT PROVISIONS

Choice of Law. This Agreement shall be governed by laws of the State of Florida. Venue and jurisdiction for any state action arising hereunder shall lie in Miami Dade County, Florida, and for federal actions, venue and jurisdiction shall lie in the U.S. District Court, Southern District of Florida.

Binding Agreement. The individual signing this Agreement and any Exhibits to this Agreement for the Customer warrants that they have been duly authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement and that the Agreement and any Exhibit to the Agreement are a valid and binding obligation of the Customer. The individual signing this Agreement and any supplements(s) to this Agreement for SunGard warrants that they have been duly authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement and that the Agreement and any Exhibits to the Agreement are valid and binding obligation of SunGard.

Assignment. This Agreement and the rights, title, and interest may not be assigned or transferred by the Customer without the prior written consent of SunGard, which consent may be withheld by SunGard. SunGard may assign its rights, title and interest by providing 60 days prior written notice to the Customer.

Successors Bound. The terms and conditions of this Agreement shall extend and inure to the benefit and be binding on the respective successors and assigns of Customer and SunGard.

Severability. If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Notices. Any notice provided for herein shall be in writing and sent by registered or certified mail, postage prepaid, addressed to the party for which it is intended at the address set forth on the first page of this Agreement or to such other address as either party shall from time to time indicate in writing. Any such notice to be deemed to be effective upon receipt or five (5) days from the date of the mailing, whichever occurs first.

Publication. SunGard reserves the right to publish certain information regarding this Agreement. Publication may include, but shall not be limited to, using Customer's name in a press release announcing this Agreement and listing Customer's name on SunGard's complete customer listing that is made available to other SunGard customers and potential customers.

Headings. Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

Non-Hiring Statement. During the term of this Agreement and for a period of twenty-four (24) months after the termination of this Agreement, the Customer may not offer to hire or in any way employ or compensate any of the employees of SunGard or persons who have been employed by SunGard within the immediate past twenty-four (24) months without prior consent of SunGard.

Non-waiver. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

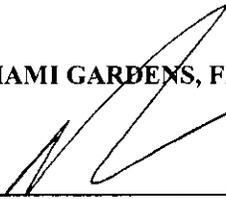
Use of Licensed Programs By or For the Benefit of Third Party Agencies. Customer acknowledges that use access by a third party is prohibited under Section 5.0 of this Agreement and use for the benefit of a third party agency is prohibited as service bureau processing in Section 5.0 hereof. Upon agreement of SunGard and payment of associated fees related thereto, SunGard will 1) permit the Licensed Programs to be accessed by a third party agency under the terms of SunGard's Agreement to Grant Permission to Allow Access to Software, which must be executed by any third party agency permitted to access the Licensed Programs or 2) will permit use of the Licensed Programs for the benefit of a third party agency under the terms of SunGard's Service Bureau Processing Addendum to this Agreement.

Entire Agreement. This Agreement, including the Exhibits hereto, constitutes the entire understanding between the parties, and there are no representations, conditions, warranties, or collateral agreements, expressed or implied, statutory or otherwise, with respect to this Agreement other than as contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties regarding the subject matter hereof. This Agreement may not be modified, omitted or changed in any way except by a written amendment purporting by its express terms to amend this Agreement, and signed by persons authorized to sign agreements on behalf of the Customer and of SunGard. Preprinted conditions and all other terms not included in this Agreement, on any purchase order or other document submitted hereafter by Customer, are of no force or effect.

Both parties acknowledge that they have read this Agreement and agree to be bound by the terms and conditions herein.

CITY OF MIAMI GARDENS, FL

SUNGARD HTE INC



Authorized Signature

Authorized Signature

Danny O. Crew, City Manager

Vice President of Professional Service, SunGard HTE Inc.

Print Name & Title

Print Name & Title

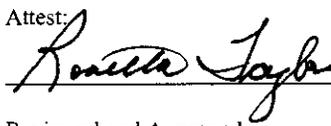
March 17, 2007

3/6/07

Date

Date

Attest:



Approved as to form and legal sufficiency

Reviewed and Approved:



Sonja K. Dickens, City Attorney

Exhibit A

Pricing and Detail Summary

(Remove this page and insert Exhibit A document here)

Exhibit B

SunGard Licensed Programs Support Agreement

(Remove this page and insert Exhibit B document here)

Exhibit C

SunGard Software Escrow Agreement

(Remove this page and insert Exhibit C document here)

Exhibit D

Sample Project Plan

(Remove this page and insert Exhibit D document here)

**EXHIBIT A TO
 AGREEMENT BY AND BETWEEN SUNGARD HTE INC. AND CITY OF MIAMI GARDENS, FL
 PRICING AND PAYMENT SCHEDULE
 CUSTOMER NO. _____; CONTRACT NO. 07-0186**

This Exhibit A is attached to and made a part of the Agreement dated of even date herewith ("Agreement"), between SunGard HTE Inc. (SunGard) and City of Miami Gardens, FL (Customer). Unless otherwise stated below, this Exhibit A is governed by, and all terms and conditions as stated in the Agreement, remain in effect.

| Qty | Part # | SunGard Licensed Program | License Fees | Annual Application Support Fees | Annual Application Support Type |
|-----|---------------------|--|-----------------|---------------------------------|---------------------------------|
| | | <i>OSSI Computer Aided Dispatch</i> | | | |
| | | <i>Computer Aided Dispatch</i> | | | |
| 1 | CAD-T3 | BASE COMPUTER AIDED DISPATCH SYSTEM TIER-3 | \$ 69,550.00 | \$ 12,519.00 | 7x24 |
| 1 | CAD-MAP-T3 | FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE | 5,500.00 | 990.00 | 7x24 |
| 3 | CAD-MAPD-T3 | ADDITIONAL CAD MAP DISPLAY LICENSE | 6,000.00 | 1,080.00 | 7x24 |
| | | <i>Records Management System</i> | | | |
| 1 | RMS-BASE-75 | BASE RECORDS MANAGEMENT SYSTEM - 75 WORKSTATION | 108,500.00 | 17,360.00 | 5x8 |
| 1 | RMS-NTF-25 | NOTIFICATION MODULE - 25 WORKSTATION | 8,200.00 | 1,312.00 | 5x8 |
| 1 | RMS-ACCIDENT-50 | BASIC ACCIDENT MODULE - 50 WORKSTATION | 5,500.00 | 880.00 | 5x8 |
| 1 | RMS-P&E-5 | PROPERTY AND EVIDENCE MODULE - 5 WORKSTATION | 5,500.00 | 880.00 | 5x8 |
| 1 | RMS-BAR-HOST-75 | BAR CODING SERVER LICENSE - 75 WORKSTATION | 8,500.00 | 1,360.00 | 5x8 |
| 1 | RMS-BAR-CLIENT | BAR CODING HAND-HELD CLIENT LICENSE (EACH) | 1,595.00 | 255.20 | 5x8 |
| 1 | RMS-MAP-75 | RMS MAP DISPLAY AND PIN MAPPING LICENSE - 75 WORKSTATION | 15,000.00 | 2,400.00 | 5x8 |
| 1 | RMS-QTRMSTR-5 | QUARTERMASTER MODULE - 5 | 5,500.00 | 880.00 | 5x8 |
| 1 | RMS-FLMAINT-5 | FLEET MAINTENANCE MODULE - 5 WORKSTATION | 1,500.00 | 240.00 | 5x8 |
| 1 | RMS-TRAIN-5 | TRAINING MODULE - 5 WORKSTATION | 3,500.00 | 560.00 | 5x8 |
| 1 | RMS-WIZ-BASE | ACCIDENT WIZARD BASE SERVER LICENSE | 5,000.00 | 800.00 | 5x8 |
| 122 | RMS-WIZ-CLIENT | ACCIDENT WIZARD WORKSTATION LICENSE | 18,300.00 | 2,928.00 | 5x8 |
| 1 | RMS-CA | CRIME ANALYSIS MODULE | 12,500.00 | 2,000.00 | 5x8 |
| 1 | CAD-CAPLUS-T1 | CRIME ANALYSIS PLUS | 7,500.00 | 1,200.00 | 5x8 |
| 1 | RMS-PSD | PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE | 15,000.00 | 2,400.00 | 5x8 |
| 1 | RMS-GANG | GANG MODULE | 7,500.00 | 1,200.00 | 5x8 |
| 1 | RMS-SOFF | SEX OFFENDER MODULE | 15,000.00 | 2,400.00 | 5x8 |
| | | <i>Mobile Computing</i> | | | |
| 1 | MCT-SWI | STATE/NCIC MESSAGING SOFTWARE | 20,000.00 | 3,600.00 | 7x24 |
| 1 | MCT-BMS-T5 | BASE MOBILE SERVER SOFTWARE UP TO 150 WORKSTATIONS | 42,000.00 | 7,560.00 | 7x24 |
| 1 | MCT-MFR-REV-T5 | REVIEW MODULE FOR FIELD REPORTING UP TO 150 WORKSTATIONS | 35,000.00 | 5,600.00 | 5x8 |
| 5 | MCT-MIS | LAN CLIENT LICENSE FOR MESSAGE SWITCH | 1,500.00 | 270.00 | 7x24 |
| 122 | MCT-CLIENT | MCT CLIENT - DIGITAL DISPATCH | 121,390.00 | 19,422.40 | 5x8 |
| 122 | MCT-MAP | MCT CLIENT - MAPS | 24,400.00 | 3,904.00 | 5x8 |
| 122 | MCT-MFR-OFF | MFR CLIENT - BASE INCIDENT/OFFENSE | 121,390.00 | 19,422.40 | 5x8 |
| 122 | MCT-MFR-ACC | MFR CLIENT - ACCIDENT REPORTING | 61,000.00 | 9,760.00 | 5x8 |
| 122 | MCT-MFR-ARREST | MFR CLIENT - ARREST | 36,600.00 | 5,856.00 | 5x8 |
| 122 | MCT-MFR-ARREST | MFR CLIENT - CITATION | 61,000.00 | 9,760.00 | 5x8 |
| 10 | MCT-MFR-MBLN-CLIENT | MFR CLIENT- MOBLAN VERSION | 5,000.00 | 800.00 | 5x8 |
| | | License Fee Sub Totals | \$ 854,425.00 | | |
| 1 | DISCOUNT | DISCOUNT | \$ (206,106.25) | | |
| 1 | DISCOUNT | DISCOUNT RMS-GANG, RMS-SOFF (Good Through 3-30-2007) | \$ (22,500.00) | | |
| | | SunGard Licensed Program Totals | \$ 625,818.75 | \$ 139,599.00 | |

Note: Mobiles applications do not include AVL hardware

| Qty. | Part # | SunGard Implementation Services | Training Fees | Installation Fees | Project Management/ Professional Services/ Project Planning | Conversion Fees |
|------|----------------------|---|---------------------|---------------------|---|---------------------|
| | | <i>CAD Implementation Services</i> | | | | |
| 1 | CAD-PROJ-MGNT | CAD PROJECT MANAGEMENT | | | \$ 20,000.00 | |
| 1 | CAD-PROJ-PLAN | PROJECT PLANNING FOR CAD | | | 2,500.00 | |
| 1 | CAD-PROF-SERV-AUD | CAD PROFESSIONAL SERVICES AUDIT | | | 3,000.00 | |
| 1 | CAD-PROF-SERV-GOLIVE | CAD PROFESSIONAL SERVICES GO-LIVE | | | 2,000.00 | |
| 1 | CAD-PROF-ADD | ADDITIONAL PROFESSIONAL SERVICES | | | 1,000.00 | |
| 1 | CAD-MAP-CONV | MAP BASED GEOFILE GENERATION | | | | \$ 30,000.00 |
| 1 | CAD-MAP-EDTRN | MAP EDITOR TRAINING | \$ 3,000.00 | | | |
| 1 | CAD-INST | BASE CAD SOFTWARE INSTALLATION | | \$ 3,000.00 | | |
| 1 | CAD-MNT-TRN | CAD MAINTENANCE TRAINING | 4,000.00 | | | |
| 2 | CAD-USR-TRN | CAD USER TRAINING | 8,000.00 | | | |
| | | <i>RMS Implementation Services</i> | | | | |
| 1 | RMS-PROJ-MGNT | PROJECT MANAGEMENT FOR RMS | | | 20,000.00 | |
| 1 | RMS-PROJ-PLAN | PROJECT PLANNING FOR RMS | | | 2,500.00 | |
| 1 | RMS-PROF-SERV-AUD | RMS PROFESSIONAL SERVICES AUDIT | | | 3,000.00 | |
| 1 | RMS-PROF-SERV-GOLIVE | RMS PROFESSIONAL SERVICES GO-LIVE | | | 2,000.00 | |
| 1 | RMS-INST | BASE RMS SOFTWARE INSTALLATION CHARGES | | 2,500.00 | | |
| 1 | RMS-MNT-TRN | RMS MAINTENANCE TRAINING | 3,000.00 | | | |
| 6 | RMS-USR-TRN | RMS USER TRAINING | 24,000.00 | | | |
| 8 | RMS-PROF-ADD | ADDITIONAL PROFESSIONAL SERVICES | | | 8,000.00 | |
| | | <i>MCT Implementation Services</i> | | | | |
| 1 | MCT-PROJ-MGNT | PROJECT MANAGEMENT SERVICES | | | 20,000.00 | |
| 1 | MCT-PROJ-PLAN | PROJECT PLANNING FOR MOBILE | | | 2,500.00 | |
| 1 | MCT-SWI-INST | INSTALLATION OF BASE MESSAGE SWITCH | | 6,000.00 | | |
| 1 | MCT-BMS-INST | INSTALLATION OF BASE MOBILE SERVER SOFTWARE | | 6,000.00 | | |
| 1 | MCT-CLIENT-INST | INSTALLATION OF DIGITAL DISPATCHING CLIENT | | 1,500.00 | | |
| 1 | MCT-MNT-TRN | MCT MAINTENANCE TRAINING | 1,000.00 | | | |
| 12 | MCT-USR-TRN | MCT USER TRAINING | 6,000.00 | | | |
| 1 | MFR-MNT-TRN | MOBILE FIELD REPORTING MAINTENANCE TRAINING | 1,000.00 | | | |
| 12 | MFR-USR-TRN | MOBILE FIELD REPORTING USER TRAINING | 24,000.00 | | | |
| | | SunGard Implementation Services Totals | \$ 74,000.00 | \$ 19,000.00 | \$ 86,500.00 | \$ 30,000.00 |

| Qty. | Part # | Pay Agency Products - Hardware and Systems Software | Hardware & System Software Fee | Services | Initial Annual Maintenance |
|------|----------------------|--|--------------------------------|---------------------|----------------------------|
| | | <i>CAD Application Server</i> | | | |
| 1 | HWR-STRA-4300-RCK | Fault Tolerant Server (High-Volume Rack Mount) | \$ 33,016.52 | | |
| 1 | HWR-STRA-4300MTC-1YR | Stratus Assured Availability Plus - 1Service Annual Maintenance ¹ | | | \$ 9,655.17 |
| 1 | THP-MS-WIN2003EINC | Windows Server 2003 Enterprise Edition (Stratus) | 0.00 | | |
| 1 | TCH-INSTALL-FT4300 | Implementation Services for Stratus rServer | | \$ 5,795.00 | |
| 1 | TCH-INSTALL-SERV | Implementation Services for Application Server | | 1,200.00 | |
| | | <i>RMS Application Server</i> | | | |
| 1 | TCH-INSTALL-SERV | Implementation Services for Application Server | | 1,200.00 | |
| | | <i>Message Switch Application Server</i> | | | |
| 1 | TCH-INSTALL-SWSERV | Implementation Services for Message Switch Application Server | | 1,200.00 | |
| | | <i>Server Rack</i> | | | |
| 1 | TCH-INSTALL-RACK | Implementation Services for Server Rack | | 1,200.00 | |
| | | <i>Call Taker / Dispatch Workstation</i> | | | |
| 5 | HWR-MATROX-P650PC1e | Matrox P650 PCIe 128 Video Card | 1,213.85 | | |
| 5 | TCH-INSTALL-WKSTN | Implementation Services for Application Workstation | | 500.00 | |
| | | <i>OSSI Services Workstation</i> | | | |
| 1 | THP-SYM-PCA | pcAnywhere 11.5 | 195.56 | | |
| 1 | TCH-INSTALL-WKSTN | Implementation Services for Application Workstation | | 100.00 | |
| | | <i>Property and Evidence Bar Coding Hardware</i> | | | |
| 1 | HWR-P&E-HWRKIT | P&E Bar-Coding Kit | 1,992.07 | | |
| 1 | TCH-INSTALL-P&E | Implementation Services for Bar Coding Hardware | | 600.00 | |
| | | <i>Centralized Time Source</i> | | | |
| 1 | HWR-SPCTM-GPS931 | Spectracom Centralized Time Solution | 6,183.53 | | |
| 1 | HWR-SPCTM-PTENSE | Spectracom Presentense Time Synch Software | 1,185.88 | | |
| 1 | TCH-INSTALL-NTCLK | Implementation Services for Spectracom NetClock Hardware | | 1,200.00 | |
| | | <i>Third Party Hardware, Software and Services</i> | | | |
| 3 | TCH-INSTALL-ONSITE | On-Site Installation for Application Servers | | 3,600.00 | |
| | | Pay Agency Products - Hardware and Systems Software Totals | \$ 43,787.41 | \$ 16,595.00 | \$ 9,655.17 |

¹Governed by the Stratus Assured Availability Plus service agreement between Customer and Stratus Technologies.
Actual shipping charges for Pay Agency Products are due upon delivery.

| Payment Schedule* | Total Contract | Due Upon Contract Execution | Due 30 Days following Effective Date | Due 45 Days following Effective Date | Due 60 days following the Effective Date | Due 90 days following the Effective Date | Due 120 days following the Effective Date | Due 180 days following the Effective Date | Due 270 days following the Effective Date | Due 360 days following the Effective Date | Due as Otherwise Noted |
|--|----------------------|-----------------------------|--------------------------------------|--------------------------------------|--|--|---|---|---|---|------------------------|
| License Fees | \$ 625,818.75 | \$ 344,200.32 | \$ 20,950.00 | \$ 93,872.81 | | \$ 93,872.81 | \$ 93,872.81 | | | | |
| Services Fees | 209,500.00 | | \$ 20,950.00 | | | | | \$ 20,950.00 | \$ 52,375.00 | \$ 115,225.00 | |
| Pay Agency Products Fees and Services | 60,382.41 | | | | \$ 60,382.41 | | | | | | |
| Pay Agency Products Initial Annual Maintenance | 9,655.17 | | | | 9,655.17 | | | | | | |
| Grand Total | \$ 905,356.33 | \$ 344,200.32 | \$ 20,950.00 | \$ 93,872.81 | \$ 70,037.58 | \$ 93,872.81 | \$ 93,872.81 | \$ 20,950.00 | \$ 52,375.00 | \$ 115,225.00 | |
| Annual Support (Year 2) | \$ 139,599.00 | | | | | | | | | | \$ 139,599.00 |

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

***Payments:**

THE AMOUNTS DUE ABOVE SHALL BE PAYABLE AS FOLLOWS:

License Fees: 55% upon the Effective Date;
 An additional 15% 45 days following the Effective Date;
 An additional 15% 90 days following the Effective Date; and
 The remaining 15% 120 days following the Effective Date;

Services Fees: SunGard's services fee amount of \$209,500 will be due as follows:

10% of such services fees amount 30 days following the Effective Date;
 An additional 10% of such services fees amount 180 days following the Effective Date;
 An additional 25% of such services fees amount 270 days following the Effective Date; and
 The remaining 55% of such services fees amount 360 days following the Effective Date.

Annual Support Fees: For the SunGard Licensed Programs and the SunGard-generated modifications specified in the tables above, the term of Support (a period of thirteen months following the Delivery Date) is included in the license fees. The initial term of support commences on the Delivery Date of the Licensed Programs. Each subsequent period of support will be in one (1) year increments. The second Support term will commence on the anniversary of the initial Support term. Support fees for the second term and each subsequent year term of Support shall be due prior to the start of that term. Rates for each year of Support subsequent to the second year are subject to change as otherwise provided for hereinbelow and in the Licensed Programs Support Agreement.

Pay Agency Products Fees and Services: 100% 60 days following the Effective Date.

Pay Agency Products Initial Annual Maintenance: Initial Annual Maintenance or Fee is payable 60 days following the Effective Date. Support fees for subsequent terms shall be invoiced by and paid directly to the Vendor.

Travel and Living Expenses: Reasonable travel and living expenses, subject to the limitations provided for in the Agreement, are in addition to the fees provided for in this Exhibit A and will be invoiced as incurred. Customer will also reimburse SunGard for the reasonable and actually shipping and handling costs that SunGard incurs in shipping the Pay Agency Products to Customer's facilities.

Optional Products

Notwithstanding anything to the contrary which may be provided, for a period to expire twelve (12) months from the full execution of this Exhibit A to the Agreement, Customer has the option to purchase the optional products listed on Attachment 3 under the terms contained herein. In the event that Customer elects to exercise this option, Customer will execute a separate Add-On Quote provided by SunGard reflecting those optional products Customer is electing to purchase.

Software Escrow Fees: The amounts provided for in this Exhibit A are exclusive of the annual software escrow charges that Customer must pay directly to Iron Mountain in order to be named as an escrow beneficiary of the Source Code for the SunGard Licensed Programs pursuant to the Source Code escrow agreement (and specifically, in the "Preferred Beneficiary Acceptance Form" thereof) included as Exhibit C of the Agreement. The first year fee of \$750 is payable to SunGard and is due by not later than 30 days after the Effective Date, and thereafter, applicable annual fee amounts will be billed by Iron Mountain (such amounts which will be due at the beginning of the applicable annual period in each instance), and should be remitted by Customer directly to Iron Mountain.

Support

SunGard will provide the Customer with Support Services under the terms of the Licensed Programs Support Agreement. The initial term of the Support Services shall commence on the Delivery Date and extend for an initial thirteen (13) month term. Subsequent terms of support will be for twelve (12) month periods each (each a "Contract Year," with the first Contract Year renewal to occur on the first anniversary of the Effective Date), as otherwise provided for in the Licensed Programs Support Agreement. Provided that the parties continue to renew the Licensed Programs Support Agreement on a continuous Contract Year-to-Contract Year basis, without interruption, the fees for Support for the Licensed Programs specified in this Exhibit A for each of the first five (5) renewal Contract Years will be an amount not to increase over the Support fee for the immediately preceding Contract Year by more than five percent (5%). Thereafter, such fees will be subject to annual increase in accordance with SunGard's then-current practices. Support fees for each Contract Year are payable in advance, and are due on the first day of the Contract Year for which such fee amounts are being remitted.

Scheduled Resource Changes

Customer acknowledges that SunGard uses diligent efforts to schedule training and project management sessions sufficiently in advance to make effective use of SunGard'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: Absent an event *force majeure*, 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; and in addition to the foregoing, Customer shall be obligated to reimburse SunGard for any non-refundable expenses incurred by SunGard for travel expenses.

Preprinted Terms and Conditions

Preprinted conditions and all other terms not included in this Exhibit A or otherwise in the Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Agreement and any amendments thereto, shall control unless expressly accepted in writing by SunGard to Customer.

Attachments

The following Attachments are hereby made a part of this Exhibit A:

Attachment 1 – Licensed Program, Services, Pay Agency Products Hardware and Systems Software, and Pay Agency Products Third Party Software Descriptions

Attachment 2 – General Project Conditions

Attachment 3 – Optional Products

Attachment 4 – Projected Application Support Fees

The terms and conditions contained in this Supplement, including the prices, will be honored as set forth herein, provided this Supplement is fully executed by March 30, 2007.

CITY OF MIAMI GARDENS, FL

SUNGARD HTE INC.

Authorized Signature

Authorized Signature
Grant Harbin

Danny O. Crew, City Manager

Print Name & Title

Vice President of Professional Service, SunGard HTE Inc.

Print Name & Title

March 14, 2007

Date

3/6/07

Date

Approved as to form and legal sufficiency

Sonja K Dickens, City Attorney

ATTACHMENT 1 TO EXHIBIT A

LICENSED PROGRAM, SERVICE AND PAY AGENCY PRODUCTS HARDWARE/SOFTWARE DESCRIPTIONS

Part Number: CAD-T3
Description: BASE COMPUTER AIDED DISPATCH SYSTEM TIER-3
Long Description: Computer Aided Dispatch Includes:
Single-Jurisdictional CAD for Police, Fire, and/or EMS
Call Taking and Dispatching Functions
Tabular Geo-File Subsystem (without maps)
Business and Sites Subsystem
Unit Recommendation Subsystem
Premise/Alert and Hotspots Subsystems
Four (4) Call Taker/Dispatcher Console Licenses

Part Number: CAD-MAP
Description: FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE
Long Description: First OASIS Map Display and Map Maintenance Software License for a CAD Workstation Includes:
Pin Mapping of Calls for Service Data
Map Editing and Maintenance software (training not included)
Map Display for One Workstation

This does not include any GIS data, related attribute data, ortho photography or digitizing services. Should the Customer elect to maintain their maps with OASIS, they should use this license exclusively as a map editor and not as a CAD display license. Therefore, another CAD Map Display license would be required for the first CAD workstation.

Part Number: CAD-MAPD
Description: ADDITIONAL CAD MAP DISPLAY LICENSE
Long Description: An additional license, in addition to the number of map console licenses in the base CAD system, is required for each additional call taker and dispatch console/workstation to display maps with SunGard's CAD system. Each license represents one workstation, not concurrent user.

Part Number: CAD-PROJ-MGNT
Description: CAD PROJECT MANAGEMENT
Long Description: CAD project management includes professional services from SunGard for project coordination and project management. The project management fee also includes coordinating with the Customer's project manager all SunGard related deliveries such as application software, implementation services, and scheduling of SunGard's resources with the Customer.

Part Number: CAD-PROJ-PLAN
Description: PROJECT PLANNING FOR CAD
Long Description: The project planning includes professional services from SunGard for the development of a project plan. A SunGard project manager who is assigned to this account will do this in conjunction with the Customer's project manager. The planning includes the preparation and development of a written implementation plan as well as an on-site planning session.

Part Number: CAD-PROF-SERV-AUD
Description: CAD PROFESSIONAL SERVICES AUDIT
Long Description: Three (3) days to review Customer's data at SunGard's office during the project. Reviews occur at 10%, 50% and 90% of completion of the Customer building their CAD support files.

Part Number: CAD-PROF-SERV-GOLIVE
Description: CAD PROFESSIONAL SERVICES GO-LIVE
Long Description: One (1) SunGard professional to be on-site for up to two days when the base CAD System goes live as determined by the project plan.

Part Number: CAD-PROF-ADD
Description: ADDITIONAL PROFESSIONAL SERVICES
Long Description: Services provided by SunGard product or training specialists. Services may include but are not limited to add-on module training, refresher training, system analysis, or consulting

Part Number: CAD-MAP-CONV
Description: MAP BASED GEOFILE GENERATION
Long Description: This service includes:
" Programming and consulting services to assist the customer in generating the initial CAD Geo-File centerline in SunGard's proprietary (OASIS) format.
" Programming and consultation services to assist the customer in generating the initial polygon and general view layers in SunGard's proprietary (OASIS) format.
" Programming and consultation services to assist the customer in generating an ortho photography layer. Ortho photographs are aerial pictures that can be displayed as a mapping layer. SunGard will assemble the ortho tiles and create a reference database file that will be used by the SunGard product line. SunGard will install the ortho's on the clients CAD Server. Accepted ortho files formats are SID, TIFF, JPG and BMP. The customer is responsible for providing ortho source files to SunGard.
" SunGard will perform three (3) detailed reviews of the customer's centerline data at SunGard's office during project implementation. The objective of this review is to identify suspicious data elements in the customer's centerline that may be of issue when used with CAD. Examples include missing ranges, overlapping addresses, reversed ranges, etc. The customer is provided with a summary report and supplemental Excel reports that help identify the suspicious data. These audits are only a tool to be used by the customer and are not intended to be a substitute for customer data testing and verification. Audits occur at 10%, 50% and 90% of project completion. Additional requested audits are subject to additional professional charges.

Special Notes

- " SunGard supports converting ESRI E00, ESRI Shape or MapInfo source data.
- This service assumes the customer provides SunGard all required GIS layers and associated data elements (attribute data) and that SunGard is not required to provide any digitizing services. This is an estimate of the services needed, to determine the final conversion costs SunGard would need to first evaluate the customer's GIS data.
- " All delays in the project caused by defects of data will be the sole responsibility of the Customer. SunGard shall not assume any liability for any and all errors associated with the converted GIS resources.
- " The customer is responsible to correct all errors and ensuring the accuracy of all GIS provided data.
- " The customer is responsible to digitize all required map layers to support the public safety GIS-based CAD and RMS subsystems.
- " The customer is responsible for the validation of all map line work, attribute information and related data as well as providing resources to field verify all of the GIS data.

NOTICE OF SUNGARD'S DEPENDENCY ON CUSTOMER'S GIS DEPARTMENT:

SunGard's ability to provide conversion services relating to Geographic Information System (GIS), maps or geographic analysis, etc. is contingent on the Customer providing SunGard with the resources and data defined in SunGard's CAD Map Resource Guide that is incorporated into this agreement as an Exhibit.

The Customer shall provide SunGard with a centerline file that contains the following:

- 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)

The Customer is responsible for the accuracy of the street inventory and for the accuracy of all attribute data associated with street segments. Examples of such accuracy include:

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

Part Number: CAD-MAP-EDTRN

Description: MAP EDITOR TRAINING

Long Description: SunGard will provide up to three (3) days of training at SunGard's office in High Point, NC. The training will include the updating and maintenance of the Customer GIS data, creation of polygons and map editor. The Customer is responsible for travel and living expenses for their personnel to attend this training. This training is for customers who will be using SunGard's Map Editor as the primary application for maintaining maps.

Part Number: CAD-INST

Description: BASE CAD SOFTWARE INSTALLATION

Long Description: The CAD installation includes the installation of SunGard's standard CAD application software on the Customer's server(s). This price includes the configuration of up to three (3) CAD workstations on the Customer's LAN for SunGard's application software. SunGard prefers the CAD server(s) to be shipped to SunGard's office in High Point, NC to provide these services.

Unless otherwise stated within the quote, the Customer will install and configure the operating system software (Windows 2000 or higher), install all 3rd party software (i.e. Veritas Open File Manager, PC Anywhere and FoxPro) on the respective file servers and workstations using SunGard's setup configuration. Customer is responsible for installation and configuration of the Local Area Network.

SunGard can provide an optional quote to provide the above listed services.

Part Number: CAD-MNT-TRN

Description: CAD MAINTENANCE TRAINING

Long Description: Training for key personnel and system administrators (4-6 people max.) responsible for system configuration (including setting codes to reflect agency business practices) and maintenance. Class duration = up to 4 days.

SunGard recommends scheduling this training at company headquarters in High Point, NC. If Customer requests on-site training, the Customer is responsible for setting up a suitable training environment following guidelines provided by SunGard.

Part Number: CAD-USR-TRN

Description: CAD USER TRAINING

Long Description: Training for end-users (10 people max.) on base CAD. Topics include navigation, call-processing, dispatching, searching, and reporting. Class duration = up to 4 days.

Part Number: RMS-BASE-75

Description: BASE RECORDS MANAGEMENT SYSTEM - 75 WORKSTATION

Long Description: SunGard's Client Server Version of RMS (requires Microsoft's Windows 2000 Server or higher) includes:

- Incident/Offense Module
- CrimeMatch Reporting
- Arrest Module
- Warrants Module
- UCR Property Management
- Master Name Module
- Master Vehicle Module
- Master Location Module (Requires either tabular or GIS-based Geo-File Module be Licensed)
- Case Management Module

Daily Bulletin
Employee Demographics Module
Off Duty Employment Tracking Module
Standard Traffic Citation Module
Standard Traffic Warning Module
Miscellaneous Cash Receipts Module
State Specific IBR or UCR Reporting Module
Field Contact Module

Part Number: RMS-NTF-25

Description: NOTIFICATION MODULE - 25 WORKSTATION

Long Description: The Notification module allows a user to create system rules that will notify a list of recipients when certain data related activities have occurred within RMS. Such activities might include a person viewing a record, changing a specific data element on a record, or a entering a new record into the system. Along with an optional audible alert, notification 'hits' will be displayed on the recipients' desktop at login and at user defined intervals during the user session. This module requires an additional day of training.

Part Number: RMS-ACCIDENT-50

Description: BASIC ACCIDENT MODULE - 50 WORKSTATION

Long Description: The Accident Module provides the ability to capture basic crash related data elements and crash diagrams from accidents and replicate the information to the state specific form for printing.

Part Number: RMS-P&E-5

Description: PROPERTY AND EVIDENCE MODULE - 5 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-75

Description: BAR CODING SERVER LICENSE - 75 WORKSTATION

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'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-MAP-75

Description: RMS MAP DISPLAY AND PIN MAPPING LICENSE - 75 WORKSTATION

Long Description: Provides the ability to pin map locations from SunGard'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-QTRMSTR-5

Description: QUARTERMASTER MODULE - 5

Long Description: The Quartermaster module facilitates tracking inventory maintenance for agency definable property items issued by the agency. The module has both an inventory maintenance component and an ordering user interface allowing individual officers to request specific equipment needs. Inventory items may include disposable (or issue- once items) such as t-shirts and other clothing items or returnable serialized property items such as weapons, bullet proof vests, etc. The module utilizes bar code technology to facilitate the order filling process, generates reports on items at or below reorder point, tracks historical inventory issuance per item, and tracks preferred vendor information for each item.

Part Number: RMS-FLMAINT-5

Description: FLEET MAINTENANCE MODULE - 5 WORKSTATION

Long Description: This module is used to record and report on scheduled and sporadic maintenance done on the agency's vehicle fleet.

Part Number: RMS-TRAIN-5

Description: TRAINING MODULE - 5 WORKSTATION

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

Part Number: RMS-WIZ-BASE

Description: ACCIDENT WIZARD BASE SERVER LICENSE

Long Description: This provides the Accident Drawing Wizard Server License. This module is required to provide the ability to use the wizard on any workstation, mobile or on the LAN.

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-CA

Description: CRIME ANALYSIS MODULE

Long Description: The Crime Analysis Module provides the ability to pin map events from one or more OSSI RMS application modules simultaneously and identify high crime areas within defined geographic polygon regions. This product includes several forecasting and time series tools. These features will provide agencies with powerful investigative information that can save personnel hours and assist in identifying resource deployment strategies based upon historical events.

Site license for Crime Analysis (pin mapping multiple modules, Time Analysis and ComStat).

Part Number: CAD-CAPLUS-T1
Description: CRIME ANALYSIS PLUS
Long Description: Crime Analysis module that combines data from both OSSI CAD and OSSI RMS.

Part Number: RMS-GANG
Description: GANG TRACKING MODULE
Long Description: The Gang Tracking Module collects names and information associated with the various gangs including members, associates, and locations. This module also has the capability to separately record gang activity and events.

Part Number: RMS-SOFF
Description: SEX OFFENDER MODULE
Long Description: This agency or state specific module allows for the registration and agency reports of sex offenders as defined by the local court. It allows for various classification levels and various re-registration rules.

Part Number: RMS-PSD
Description: PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE
Long Description: The Professional Standards (Internal Affairs) module (PSD) allows the Customer to track civilian and sworn individuals involved in professional standard investigations. The module allows categorization for all types of PSD investigations and provides specific data collection tools for Use of Force, Vehicle Pursuits, and Traffic Accidents involving departmental vehicles. The module provides a high level of security, including the encryption of key data within the Customer's relational database.

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

Part Number: RMS-PROJ-PLAN
Description: PROJECT PLANNING FOR RMS
Long Description: Includes professional services for the development of a project plan. A SunGard 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-AUD
Description: RMS PROFESSIONAL SERVICES AUDIT
Long Description: Three (3) days to review Customer's data at SunGard's office during the project. Reviews occur at 10%, 50% and 90% of completion of the Customer building their RMS support files.

Part Number: RMS-PROF-SERV-GOLIVE
Description: RMS PROFESSIONAL SERVICES GO-LIVE
Long Description: One (1) SunGard professional to be on-site for up to two days when the base RMS System goes live as determined by the project plan.

Part Number: RMS-INST
Description: BASE RMS SOFTWARE INSTALLATION CHARGES
Long Description: Includes the installation of SunGard's base RMS application software on the server. This service also includes the configuration of up to five (5) RMS workstations for the RMS application software once on site and operational within the Customer's network. SunGard will train the system administrator on this procedure so that they are self-sufficient in this area and they can install the software on the remaining workstations.

Part Number: RMS-MNT-TRN
Description: RMS 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 selecting application settings and building code tables. Class duration = up to 3 days.

SunGard recommends scheduling this training at company headquarters in High Point, NC. If Customer requests on-site training, the Customer is responsible for setting up a suitable training environment following guidelines provided by SunGard.

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

Part Number: RMS-PROF-ADD
Description: ADDITIONAL PROFESSIONAL SERVICES
Long Description: Services provided by SunGard product or training specialists. Services may include but are not limited to add-on module training, refresher training, system analysis, or consulting.

Part Number: MCT-SW1
Description: STATE/NCIC MESSAGING SOFTWARE
Long Description: The Message Switch software includes a query interface from the SunGard Application to the State computer system and to the FBI/NCIC system via the state system.

The Message Switch will allow for the following functions:
Workstation-to-Workstation messaging

State/NCIC query interface directly from the Data Entry window
Automatic State/NCIC query on license plates from CAD
Responses from the State will come back to the user in the message queue

The Message Switch must run on Windows 2000 Server or higher, not a Workstation, due to Client Access License limitations of the workstation. PC Anywhere and an external modem are required on the Message Switch server. The Message Switch supports basic State/NCIC queries. All State/NCIC data entry functions must be performed with state supplied software or technology.

Part Number: MCT-BMS-T5

Description: BASE MOBILE SERVER SOFTWARE UP TO 150 WORKSTATIONS

Long Description: Server license of SunGard's Mobile Server Software to support up to 150 Mobile Units registered on the Message Switch (not concurrent mobile users). Mobile Server processes all mobile inquiries to SunGard's CAD and RMS databases.

Part Number: MCT-MFR-REV-T5

Description: REVIEW MODULE FOR FIELD REPORTING UP TO 150 WORKSTATIONS

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 150 Mobile Units registered in the Message Switch (not concurrent mobile users).

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'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's standard State/NCIC queries

Part Number: MCT-CLIENT

Description: MCT CLIENT - DIGITAL DISPATCH

Long Description: Workstation license for the application software for the mobile unit allows the unit to receive and transmit digital (silent) dispatching, car-to-car and car-to-console messaging, premises and call information, perform local, State and NCIC queries, and receive search information and mugshots from RMS.

If the Customer is in a state that uses a mag-stripe system and wishes to utilize this functionality with MCT the customer may order the reader from MagTek. Please contact SunGard's OSSI Sales Engineer for specifications.

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's Automatic Vehicle Locator (AVL) Module.

Part Number: MCT-MFR-OFF

Description: MFR CLIENT - BASE INCIDENT/OFFENSE

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

Part Number: MCT-MFR-ACC

Description: MFR CLIENT - ACCIDENT REPORTING

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

Part Number: MCT-MFR-ARREST

Description: MFR CLIENT - ARREST

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

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'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-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-PROJ-MGNT

Description: PROJECT MANAGEMENT SERVICES

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

Part Number: MCT-PROJ-PLAN

Description: PROJECT PLANNING FOR MOBILE

Long Description: Includes professional services from SunGard for the development of a project plan. A SunGard project manager who is assigned to the 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: MCT-SWI-INST

Description: INSTALLATION OF BASE MESSAGE SWITCH

Long Description: Installation and setup of SunGard's Base Message Switch application software.

The Message Switch must run on Windows 2000 Server or higher.

Part Number: MCT-BMS-INST

Description: INSTALLATION OF BASE MOBILE SERVER SOFTWARE

Long Description: Installation of the base mobile server software includes configuration, setup, and testing on Customer's server for mobile applications. Also includes the installation of the digital dispatch/Mobile Field Reporting application software on up to five (5) mobile computers.

Part Number: MCT-CLIENT-INST

Description: INSTALLATION OF DIGITAL DISPATCHING CLIENT

Long Description: Includes installation, configuration and testing of SunGard's Digital Dispatch Client on up to five (5) of the Customer's mobile computers. SunGard 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 = up to 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 = up to 4 hours.

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 = up to 1 day.

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 = up to 2 days.

Part Number: HWR-STRA-4300-RCK

Description: Fault Tolerant Server (High-Volume Rack Mount)

Long Description: Stratus ftServer 4300

- 2-way DMR Intel® Xeon™ 3.2 GHz CPU w/1MB iL2 Cache
- Redundant Power Supply
- 4GB Redundant Memory
- (2) 74GB 10K RPM SATA Disk Drive (Mirrored OS)
- (2) 160GB 7200 RPM SATA Disk Drive (Mirrored Data)
- (2) 160GB 7200 RPM SATA Disk Drive (Mirrored Storage)
- (2) ftServer Dual-Port 10/100/1000 Base-T Ethernet PCI Adapter
- Fault-Tolerant ASN Attach Kit
- 3.5" 1.44 MB USB Floppy Drive
- 24X IDE CD-ROM Drive
- USB Keyboard and Serial Mouse
- ftServer Power Cable Pair 120 VAC/15 A Plug Type NEMA 5-15

Part Number: HWR-STRA-4300MTC-1YR

Description: Stratus Assured Availability Plus - ftService Annual Maintenance

Long Description: The Assured Availability Plus ftService includes 24x7 Support of both hardware components and the Windows 2003 Operating System. This is a 1 Year support agreement that is renewed every year.

Part Number: THP-MS-WIN2003EINC

Description: Windows Server 2003 Enterprise Edition (Stratus)

Long Description: Windows Server 2003 Enterprise Edition is included in the purchase of a Stratus ftServer 3300. This also includes 25 Windows Server 2003 CALs.

Part Number: TCH-INSTALL-FT4300

Description: Implementation Services for Stratus ftServer

Long Description: ftServer JumpStart Installation and Rack Mounting for the Stratus ftServer 4300 at the Customer site. Includes the Stratus Active Upgrade technology.

Part Number: TCH-INSTALL-SERV

Description: Implementation Services for Application Server

Long Description: SunGard's Implementation Services include:

- Server Hardware Configuration and initialization
- Installation and configuration of Windows Operating System
- Installation and configuration of Microsoft SQL Server database software*
- Hardware Ownership Transfer

All Application Servers referenced in this Agreement shall be shipped to SunGard's offices in High Point, NC. SunGard will install and configure all software on the Application Server per the contract agreement. The server will then be shipped to the Customer's site for final implementation per the contract.

*SQL Software not included.

Part Number: TCH-INSTALL-SERV

Description: Implementation Services for Application Server

Long Description: SunGard's Implementation Services include:

- Server Hardware Configuration and initialization
- Installation and configuration of Windows Operating System*
- Installation and configuration of Microsoft SQL Server database software*
- Hardware Ownership Transfer

All Application Servers referenced in this Agreement shall be shipped to SunGard's offices in High Point, NC. SunGard will install and configure all software on the Application Server per the contract agreement. The server will then be shipped to the Customer's site for final implementation per the contract.

*Microsoft Windows and SQL software not included.

Part Number: TCH-INSTALL-SWSERV

Description: Implementation Services for Message Switch Application Server

Long Description: SunGard's Implementation Services include:

- Server Hardware Configuration and initialization
- Installation and configuration of Windows Operating System
- Installation and configuration of Microsoft SQL Server database software (If required)*
- Hardware Ownership Transfer

All Application Servers referenced in this Agreement shall be shipped to SunGard's offices in High Point, NC. SunGard will install and configure all software as listed in the contract agreement on the Application Server. The server will then be shipped to the Customer's site for final implementation per the contract.

The Customer is responsible for all of the associated costs from the State to connect to and communicate with State/NCIC network. This may include the following additional costs:

- Dedicated Line
- DSU to State
- Associated Installation Charges
- Monthly Charges
- Surcharges by State
- Connectivity Software

*Microsoft Windows and SQL software not included.

Part Number: TCH-INSTALL-RACK

Description: Implementation Services for Server Rack

Long Description: Installation and configuration of Server Rack, UPS and associated servers.

Part Number: HWR-MATROX-P650PCle

Description: Matrox P650 PCIe 128 Video Card

Long Description: Matrox P650 Dual-Monitor Video Card to be used for CAD Workstations with 2 digital or analog monitors. Requires an available PCI Express expansion slot. Compatible with Full High configurations only.

Part Number: TCH-INSTALL-WKSTN

Description: Implementation Services for Application Workstation

Long Description: Services for setup and configuration of a single SunGard application workstation. This includes unpacking, staging and network configuration of the workstation. For the CAD workstation, the installation of the Matrox video card is included. These services do not include Travel and Living.

Part Number: THP-SYM-PCA

Description: pcAnywhere 11.5

Long Description: pcAnywhere is required for remote support and assistance using the SunGard secure VPN connection.

Part Number: TCH-INSTALL-WKSTN

Description: Implementation Services for Application Workstation

Long Description: Services for setup and configuration of a single SunGard application workstation. This includes unpacking, staging and network configuration of the workstation. For the CAD workstation, the installation of the Matrox video card is included. These services do not include Travel and Living.

* Microsoft Visual FoxPro not included.

Part Number: HWR-P&E-HWRKIT
Description: P&E Bar-Coding Kit
Long Description: (2) Symbol SPT1550 Palm Pilot Hand Held Scanning Devices
(2) Symbol CRD-1500-100S Palm Device Cradle
(2) Symbol LS-2208 Handheld USB Wedge Scanner
(1) Sato Model CX400TT Thermal Transfer Label Printers with Paper
(1) Topaz Systems SignatureGem LCD 4X3 Signature Pad

Part Number: TCH-INSTALL-P&E
Description: Implementation Services for Bar Coding Hardware
Long Description: Installation and configuration of the SunGard Bar Coding Hardware.

Part Number: HWR-SPCTM-GPS931
Description: Spectracom Centralized Time Solution
Long Description: Spectracom GPS Command Center Package GP931
- NetClock/GPS Master Clock 9283
- GPS Antenna 8225
- Antenna Surge Protector 8226
- Cable to Antenna 100' CAL7100
- TimeView 400 Display Clock 8177
- 2 TimeTaps 8179T
- 100' RS-485 Station Cable CW04100

Part Number: HWR-SPCTM-PTENSE
Description: Spectracom PresenTense Time Synch Software
Long Description: Windows Network Time Management Software. Upgrades and enhances the W32Time Service for Windows 2003/2000/XP PC's. Package includes: PresenTense Server, Unlimited PresenTense Clients and LAN Time Analyzers for one LAN.

Part Number: TCH-INSTALL-NTCLK
Description: Implementation Services for Spectracom NetClock Hardware
Long Description: Services for installation and configuration of the Spectracom NetClock System. The NetClock hardware will be shipped to SunGard for initial configuration and then shipped to the Customer for onsite installation. Onsite installation includes administrator training on how to manage the system.

The installation of the NetClock antenna, TimeView Display Clock and cabling are the responsibility of the Customer and are not included in these services.

Part Number: TCH-INSTALL-ONSITE
Description: On-Site Installation for Application Servers
Long Description: The SunGard Onsite Implementation Services include:
- Final OSSI software application configurations
- Final third party application configurations
- Configuration of hardware on the customers network and domain
- SA Review and training to cover all hardware and software configurations.

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.

ATTACHMENT 2 TO EXHIBIT A
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 always recommends the highest performance connection for all LAN and WAN connections. Listed below are SunGard'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 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 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'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 Services Workstation will be required for each PSAP for proper ALI functionality. The Customer must also provide SunGard with accurate ALI interface data formats from their E911 Vendor.
- Item 8:** For Customers that are acquiring SunGard's Message Switch, the Customer is responsible for all of the associated costs from the State to connect to and communicate with State/NCIC network. This may include the following additional costs:
- i. Dedicated Line
 - ii. DSU to State
 - iii. Associated Installation Charges
 - iv. Monthly Charges
 - v. Surcharges by State
 - vi. etc.

- 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 recommends the use of an enterprise level Master UPS and external generator for full power backup.
- Item 10:** SunGard 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.
- Item 11:** This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard reserves the right to adjust this proposal to reflect those changes.
- Item 12:** All Hardware and System Software maintenance (i.e. Operating System, Data Backup Software, Antivirus Software, etc.) is the responsibility of the Customer. For any Hardware or System Software issues, ONLY the manufacturer's warranty applies. In the case of a Hardware or System Software issue, the product's manufacturer would be the primary source of support. SunGard can assist in determining if the problem occurrence is due to Hardware, System Software or SunGard Application Software. If the issue is found to be related to SunGard's Application Software, support would fall under the SunGard contracted support agreement. If the issue is found to be caused by Hardware or System Software, support would fall outside of the SunGard contracted support agreement and standard hourly rates would apply.
- Item 13:** The Customer will be billed all travel and living expenses and per diem expenses per the terms of the Agreement.

ATTACHMENT 3 TO EXHIBIT A

OPTIONAL PRODUCTS

| Qty | Part # | Optional Products | License Fees | Annual Application Support Fees | Annual Application Support Type | Initial Annual Subscription Fee |
|-----|------------------|---|--------------|---------------------------------|---------------------------------|---------------------------------|
| 1 | CAD-PG-T3 | ALPHA NUMERIC PAGING MODULE | \$ 5,500.00 | \$ 990.00 | 7x24 | |
| 1 | CAD-INT-PG-T3 | SUNGARD OSSI'S INTERFACE TO PAGEGATE | 1,000.00 | 180.00 | 7x24 | |
| 1 | MCT-MFR-CANINE | MFR CLIENT - CANINE | 300.00 | 48.00 | 5x8 | |
| 1 | MCT-MFR-RACEPROF | MFR CLIENT - RACIAL PROFILING | 200.00 | 32.00 | 5x8 | |
| 1 | RMS-CRST-75 | CRIME STOPPERS MANAGEMENT MODULE - 75 WORKSTATION | 10,500.00 | 1,680.00 | 5x8 | |
| 1 | RMS-BIKE-75 | BIKE REGISTRATION MODULE - 75 WORKSTATION | 6,000.00 | 960.00 | 5x8 | |
| 1 | RMS-POP-75 | PROBLEM ORIENTED POLICING MODULE - 75 WORKSTATION | 10,500.00 | 1,680.00 | 5x8 | |
| 1 | RMS-RPRF | RACIAL PROFILING MODULE | 5,000.00 | 800.00 | 5x8 | |
| 1 | INT-P2C-T3 | POLICE 2 CITIZEN | 12,500.00 | 2,000.00 | 5x8 | |
| 1 | INT-P2P-OSSI | ANNUAL FEE P2P-OSSI (151-200 Sworn Officers) | | | | \$ 14,000.00 |

Part Number: CAD-PG

Description: ALPHA NUMERIC PAGING MODULE

Long Description: The Alpha-Numeric Paging Module is designed to automatically send a alphanumeric page to responding units upon dispatch. In addition, the paging module supports the ability to send individual personalized messages to specific pagers directly from within CAD. The Paging Module requires all pagers being used to utilize the same paging service provider (Arch Paging, Verizon, etc). The provider must support the TAPI protocol.

For speed efficiency, SunGard recommends that Group paging be setup with a paging services provider that supports group paging. For example, a volunteer fire station will need to have a single group Pager Identifier Number (PIN) set up that will alert all firefighters for that specific station. Without Group paging the Paging Module would have to process each individual firefighters pager which could result in slow notification of all personnel. The Customer is required to provide a dedicated phone line and external modem for use by the Paging Module only. The Customer is also responsible for all items such as pagers, paging service fees, installation charges, required network, etc.

For more dynamic paging solutions, SunGard offers an interface between the Alphanumeric Paging Module and NotePage's PageGate software. This interface will provide solutions that include:

- " Custom group paging
- " Combinations of multiple paging service providers
- " Support for multiple paging protocols that includes internet paging (SNPP & SMTP)
- " Modem banking

Part Number: CAD-INT-PG

Description: SUNGARD 'S INTERFACE TO PAGEGATE

Long Description: SunGard 's interface to NotePage, Inc., PageGate software allows the CAD Paging Module to interface with the PageGate third party product. PageGate allows multiple paging service providers. This does not include the license fees (PageGate & ASCII Command Line interface) for the PageGate software.

Part Number: MCT-MFR-CANINE

Description: MFR CLIENT - CANINE

Long Description: Canine Module in Mobile Field Reporting.

Part Number: MCT-MFR-RACEPROF

Description: MFR CLIENT - RACIAL PROFILING

Long Description: The Racial Profile module has been developed for both MFR and RMS applications and allows officers to document required traffic stop information from their mobile computers, MobLAN or RMS. Agencies may use any or all of these methods to record traffic stop data. Each agency's form for racial profile data collection may vary and must be approved by Product Management.

Part Number: RMS-CRST-75

Description: CRIME STOPPERS MANAGEMENT MODULE - 75 WORKSTATION

Long Description: This module gives the ability to track narrative tip information as well as associate an unlimited number of master name records, and related vehicles, associated with the tip. The module interacts with SunGard 's standard involvement subsystem for names entered as a related name to the Crime Stoppers record.

The module also provides the following:

- Ability to track payments made to Crime Stopper informants and track the number of cases that were cleared from a specific tip, including a breakdown of the number of felony and misdemeanor arrests made from the tip.
- Ability to track which agency/unit the tip has been referred to for follow up.
- Ability to generate seven summary reports based upon Crime Stoppers data such as: Crime Stoppers Monthly Report, Crime Stoppers Referral Listing, Summary by Nature of Call, etc.

Part Number: RMS-BIKE-75

Description: BIKE REGISTRATION MODULE - 75 WORKSTATION

Long Description: This module tracks the registration of bicycles with the agency. This module tracks owner, the physical description of the bike, agency issued registration number, serial number and OAN and other relative information.

Part Number: RMS-POP-75

Description: PROBLEM ORIENTED POLICING MODULE - 75 WORKSTATION

Long Description: The Problem Oriented Policing Module is a knowledge based application which gives an agency the ability to collect and record data relating to Problem Oriented Policing activities. The types of activities to be recorded are varied but generally include directed patrols and service requests from citizens. This module provides the ability to record the name of the citizen requesting action, the location of the activity, a description of the activity, the officer assigned to follow up on the request/assignment and actions taken by the officer. The module also provides search capabilities and the generation of follow up letters and/or emails to the requesting citizen.

Part Number: RMS-RPRF

Description: RACIAL PROFILING MODULE

Long Description: The Racial Profile module allows officers to document required traffic stop information. Each agency's form for racial profile data collection may vary and must be approved by Product Management.

Part Number: INT-P2C

Description: Police 2 Citizen

Long Description: Police to Citizen (P2C) is an Internet based application for citizens to search information posted by the agency. Citizens can search accident reports, view daily bulletin and missing persons, view the Customer's calendar of events, and report basic incidents. This application is easily customizable to the Customer's preference, allowing the agency to quickly change graphics and the information that is displayed on the portal.

Part Number: INT-P2P-OSSI

Description: ANNUAL FEE P2P - OSSI

Long Description: Annual Subscription Fee -- SunGard's Police to Police (P2P) application is a browser-based solution that enables public safety agencies to share information from their Records Management System while maintaining complete control over their own RMS. Currently, this functionality includes: Base Name Query Base Incident Query Base Pawn Query Base Vehicle Query Base Property Query Mugshots with Line-ups Basic first-level involvements plus detail page views of many involvements. Each Site must provide the following: Each site must have a firewall that is approved by SunGard. Each site must have a constant Internet connection to a Windows 2000 Workstation or Server (minimum 256kbps Bandwidth), not a dial-up to host their data. Each site must provide PCAnywhere access to the desktop of the server above for SunGard to support via the Internet. The provision of P2P is subject to a separate P2P Data Access Agreement that must be executed before commencement of the service. Note: When you host RMS data on the P2P network there may be an impact on your current Microsoft SQL License associated with your RMS system application. Prior to the implementation of P2P, a review will take place with your IT staff and the SunGard technical staff to determine any required upgrade to your Microsoft SQL License.

ATTACHMENT 4 TO EXHIBIT A

PROJECTED* APPLICATION SUPPORT FEES

| Qty | Part # | SunGard Licensed Program | Projected 3rd Year Application Support Fees | Projected 4th Year Application Support Fees | Projected 5th Year Application Support Fees | Annual Application Support Type |
|-----|---------------------|--|---|---|---|---------------------------------|
| | | <i>OSSI Computer Aided Dispatch</i> | | | | |
| | | <i>Computer Aided Dispatch</i> | | | | |
| 1 | CAD-T3 | BASE COMPUTER AIDED DISPATCH SYSTEM TIER-3 | \$ 12,894.57 | \$ 13,281.41 | \$ 13,679.85 | 7x24 |
| 1 | CAD-MAP-T3 | FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE | 1,019.70 | 1,050.29 | 1,081.80 | 7x24 |
| 3 | CAD-MAPD-T3 | ADDITIONAL CAD MAP DISPLAY LICENSE | 1,112.40 | 1,145.77 | 1,180.15 | 7x24 |
| | | <i>Records Management System</i> | | | | |
| 1 | RMS-BASE-75 | BASE RECORDS MANAGEMENT SYSTEM - 75 WORKSTATION | 17,880.80 | 18,417.22 | 18,969.74 | 5x8 |
| 1 | RMS-NTF-25 | NOTIFICATION MODULE - 25 WORKSTATION | 1,351.36 | 1,391.90 | 1,433.66 | 5x8 |
| 1 | RMS-ACCIDENT-50 | BASIC ACCIDENT MODULE - 50 WORKSTATION | 906.40 | 933.59 | 961.60 | 5x8 |
| 1 | RMS-P&E-5 | PROPERTY AND EVIDENCE MODULE - 5 WORKSTATION | 906.40 | 933.59 | 961.60 | 5x8 |
| 1 | RMS-BAR-HOST-75 | BAR CODING SERVER LICENSE - 75 WORKSTATION | 1,400.80 | 1,442.82 | 1,486.11 | 5x8 |
| 1 | RMS-BAR-CLIENT | BAR CODING HAND-HELD CLIENT LICENSE (EACH) | 262.86 | 270.74 | 278.86 | 5x8 |
| | | RMS MAP DISPLAY AND PIN MAPPING LICENSE - 75 WORKSTATION | | | | |
| 1 | RMS-MAP-75 | | 2,472.00 | 2,546.16 | 2,622.54 | 5x8 |
| 1 | RMS-QTRMSTR-5 | QUARTERMASTER MODULE - 5 | 906.40 | 933.59 | 961.60 | 5x8 |
| 1 | RMS-FLMAINT-5 | FLEET MAINTENANCE MODULE - 5 WORKSTATION | 247.20 | 254.62 | 262.25 | 5x8 |
| 1 | RMS-TRAIN-5 | TRAINING MODULE - 5 WORKSTATION | 576.80 | 594.10 | 611.93 | 5x8 |
| 1 | RMS-WIZ-BASE | ACCIDENT WIZARD BASE SERVER LICENSE | 824.00 | 848.72 | 874.18 | 5x8 |
| 122 | RMS-WIZ-CLIENT | ACCIDENT WIZARD WORKSTATION LICENSE | 3,015.84 | 3,106.32 | 3,199.50 | 5x8 |
| 1 | RMS-CA | CRIME ANALYSIS MODULE | 2,060.00 | 2,121.80 | 2,185.45 | 5x8 |
| 1 | CAD-CAPLUS-T1 | CRIME ANALYSIS PLUS | 1,236.00 | 1,273.08 | 1,311.27 | 5x8 |
| 1 | RMS-PSD | PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE | 2,472.00 | 2,546.16 | 2,622.54 | 5x8 |
| 1 | RMS-GANG | GANG MODULE | 1,236.00 | 1,273.08 | 1,311.27 | 5x8 |
| 1 | RMS-SOFF | SEX OFFENDER MODULE | 2,472.00 | 2,546.16 | 2,622.54 | 5x8 |
| | | <i>Mobile Computing</i> | | | | |
| 1 | MCT-SWI | STATE/NCIC MESSAGING SOFTWARE | 3,708.00 | 3,819.24 | 3,933.82 | 7x24 |
| 1 | MCT-BMS-T5 | BASE MOBILE SERVER SOFTWARE UP TO 150 WORKSTATIONS | 7,786.80 | 8,020.40 | 8,261.02 | 7x24 |
| | | REVIEW MODULE FOR FIELD REPORTING UP TO 150 WORKSTATIONS | | | | |
| 1 | MCT-MFR-REV-T5 | | 5,768.00 | 5,941.04 | 6,119.27 | 5x8 |
| 5 | MCT-MIS | LAN CLIENT LICENSE FOR MESSAGE SWITCH | 278.10 | 286.44 | 295.04 | 7x24 |
| 122 | MCT-CLIENT | MCT CLIENT - DIGITAL DISPATCH | 20,005.07 | 20,605.22 | 21,223.38 | 5x8 |
| 122 | MCT-MAP | MCT CLIENT - MAPS | 4,021.12 | 4,141.75 | 4,266.01 | 5x8 |
| 122 | MCT-MFR-OFF | MFR CLIENT - BASE INCIDENT/OFFENSE | 20,005.07 | 20,605.22 | 21,223.38 | 5x8 |
| 122 | MCT-MFR-ACC | MFR CLIENT - ACCIDENT REPORTING | 10,052.80 | 10,354.38 | 10,665.02 | 5x8 |
| 122 | MCT-MFR-ARREST | MFR CLIENT - ARREST | 6,031.68 | 6,212.63 | 6,399.01 | 5x8 |
| 122 | MCT-MFR-ARREST | MFR CLIENT - CITATION | 10,052.80 | 10,354.38 | 10,665.02 | 5x8 |
| 10 | MCT-MFR-MBLN-CLIENT | MFR CLIENT- MOBILAN VERSION | 824.00 | 848.72 | 874.18 | 5x8 |
| | | Projected Application Support Fee Totals | \$ 143,786.97 | \$ 148,100.58 | \$ 152,543.60 | |

| Qty | Part # | Optional Products | Projected 3rd Year Application Support Fees | Projected 4th Year Application Support Fees | Projected 5th Year Application Support Fees | Annual Application Support Type |
|-----|------------------|---|---|---|---|---------------------------------|
| 1 | CAD-PG-T3 | ALPHA NUMERIC PAGING MODULE | \$ 1,019.70 | \$ 1,050.29 | \$ 1,081.80 | 7x24 |
| 1 | CAD-INT-PG-T3 | SUNGARD OSSI'S INTERFACE TO PAGEGATE | 185.40 | 190.96 | 196.69 | 7x24 |
| 1 | MCT-MFR-CANINE | MFR CLIENT - CANINE | 49.44 | 50.92 | 52.45 | 5x8 |
| 1 | MCT-MFR-RACEPROF | MFR CLIENT - RACIAL PROFILING | 32.96 | 33.95 | 34.97 | 5x8 |
| 1 | RMS-CRST-75 | CRIME STOPPERS MANAGEMENT MODULE - 75 WORKSTATION | 1,730.40 | 1,782.31 | 1,835.78 | 5x8 |
| 1 | RMS-BIKE-75 | BIKE REGISTRATION MODULE - 75 WORKSTATION | 988.80 | 1,018.46 | 1,049.02 | 5x8 |
| 1 | RMS-POP-75 | PROBLEM ORIENTED POLICING MODULE - 75 WORKSTATION | 1,730.40 | 1,782.31 | 1,835.78 | 5x8 |
| 1 | RMS-RPRF | RACIAL PROFILING MODULE | 824.00 | 848.72 | 874.18 | 5x8 |
| 1 | INT-P2C-T3 | POLICE 2 CITIZEN | \$ 2,060.00 | \$ 2,121.80 | \$ 2,185.45 | 5x8 |
| 1 | INT-P2P-OSSI | ANNUAL FEE P2P-OSSI (151-200 Sworn Officers) | n/a | n/a | n/a | |
| | | Projected Application Support Fee Totals | \$ 8,621.10 | \$ 8,879.73 | \$ 9,146.12 | |

*Projections based on 3% increase per year.

EXHIBIT B

SUNGARD HTE INC. LICENSED PROGRAMS SUPPORT AGREEMENT

THIS LICENSED PROGRAMS SUPPORT AGREEMENT (this "Agreement") is entered into this 14 day of March, 2007, by and between the **City of Miami Gardens**, a political subdivision of the State of Florida, whose address is 1515 NW 167th Street, Bldg 7, Suite 403, Miami Gardens, FL 33169, (hereafter referred to as "Customer"), and **SunGard HTE Inc.**, having its principal place of business at 1000 Business Center Drive, Lake Mary, FL 32746, (hereafter referred to as "SunGard").

WITNESSETH:

WHEREAS, SunGard and Customer entered into that certain Agreement dated of even date herewith (for purposes of this Agreement, the "License Agreement") under which Customer obtained a perpetual, non-exclusive, nontransferable license to use certain computer software in object code form and related user documentation on the terms and conditions of such License Agreement;

WHEREAS, Customer desires to receive the Support, as defined herein, from SunGard and SunGard desires to render the Support to Customer with respect to the Licensed Program (as hereinafter defined) on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the premises hereof, and the mutual obligations herein, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1

DEFINITIONS

For the purposes of this Agreement, each term defined in the License Agreement has the meaning ascribed to that term in the License Agreement, unless that term is otherwise defined in this Agreement. Further, each of the following definitions shall apply to the respective capitalized terms below. Certain other terms used in this Agreement are defined in the operative provisions of this Agreement:

1.1 "Modification." "Modification" means a change to the Licensed Program requested by Customer to meet its specific needs and use, adding value, functionality and/or desirability for Customer.

1.2 "Agreement Term." An initial period shall commence upon the Delivery Date and continue for a period of thirteen (13) months. Thereafter, the Agreement Term shall automatically renew for successive periods of one year each, unless and until terminated pursuant to Section 9 hereof.

1.3 "Error." Any failure of the Licensed Program to conform in all material respects to the functional specifications for the Licensed Program published from time to time by SunGard. However, any nonconformity resulting from Customer's misuse or improper use of the Licensed Program or combining or merging the Licensed Program with any hardware or software not supplied by SunGard, or not authorized to be so combined or merged by SunGard, shall not be considered an Error. Nor shall Licensed Program or data file damage resulting from unauthorized software alterations (including problems, errors, or malfunctions caused or created by the operator), customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), operating system errors, or hardware malfunction be considered an Error.

1.4 "Error Correction." Either a software modification or addition that, when made or added to the Licensed Program, establishes material conformity of the Licensed Program to its Documentation, or a procedure or routine

that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Customer of such nonconformity.

1.5 "Enhancement." Any modification or addition that, when made or added to the Licensed Program, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Enhancements may be designated by SunGard as minor or major, depending on SunGard's assessment of their value and of the function added to the preexisting Licensed Program.

1.6 "Coverage Hours." Monday through Friday 7:00 A.M. to 6:00 P.M. Eastern Standard Time excluding holidays for any questions regarding the Licensed Programs included in this Agreement. For a Major Application Problem on SunGard's Base Computer Aided Dispatch System (Base CAD) only, SunGard coverage hours will be 24-hours per day, 7-days per week.

1.7 "Response Time." SunGard will respond to requests for assistance as soon as reasonably practicable, based on the nature and the severity of the defect in question. By not later than four (4) Coverage Hours from the time an Error is reported, SunGard will call Client to acknowledge that the Error in question has been reported by Client. By not later than eight (8) hours of the Coverage Hours from the time that SunGard verifies that an Error is present, SunGard will initiate work toward development of an Error Correction for a Major Application Problem. Minor Application Problems will be fixed with the next scheduled Licensed Program Release.

1.8 "Licensed Program Releases." New versions of the Licensed Program, which new versions may include both Error Corrections and Enhancements.

1.9 "System Administrator." An agent of Customer with sufficient training and/or experience with the Licensed Program to communicate effectively with the SunGard Support personnel.

1.10 "Major Application Problem." The Licensed Program is not functioning to the point that the Licensed Program is the cause of the Customer not being able to enter CAD calls, dispatch units, or update unit status in the Base CAD system at one or more positions. Therefore, the Base CAD system is down or non-operational at one or more positions.

1.11 "Minor Application Problem." The Licensed Program functions with inconveniences or programmatic error; however, the Licensed Program has not stopped Customers' operations at one or more positions..

1.12 "Non Application Problem" is a problem, which is determined by SunGard to have been caused by a source other than the Licensed Program, such as hardware failure, network malfunction, etc.

Section 2

ELIGIBILITY FOR SUPPORT

To be eligible for support for a Licensed Program, Customer must meet the following requirements. Acceptance of this Agreement by SunGard is conditioned upon confirmation by SunGard that the Licensed Program is eligible for support. Customer agrees that the obligation of SunGard to continue to provide Services with respect to a Licensed Program shall terminate if, at any time during the term of this Agreement, these requirements are not met.

To be eligible for Support for a Licensed Program, Customer must meet all of the following requirements:

- a. Customer has a valid Software License Agreement for the Licensed Program.
- b. Customer has a System Administrator.
- c. The hardware configuration on which the Licensed Program is to be used is accepted by SunGard as meeting its minimum requirements.
- d. Customer is, and remains, in compliance with the schedule of payments; providing that such payments are not the subject of a good faith dispute at the time in question.

Section 3

SCOPE OF SERVICES

- 3.1 During the Agreement Term, SunGard shall render the following services in support of the Licensed Program, during Coverage Hours, subject to the compensation fixed for each type of service in SunGard's current rate schedule:
- a. SunGard shall maintain a program control center capable of receiving by telephone any operator reports of system irregularities.
 - b. SunGard shall maintain a telephone hot line that allows Customer to report system problems and seek assistance in use of the Licensed Program.
 - c. SunGard shall maintain a trained staff capable of rendering the services set forth in this Agreement.
 - d. SunGard shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to SunGard in accordance with SunGard's then-current standard reporting procedures (such procedures of which SunGard will advise Customer in advance, as the same are revised in each instance). SunGard shall, after verifying that such an Error is present, initiate work, within Response Time, in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, SunGard shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and SunGard shall include the Error Correction in all subsequent Releases of the Licensed Program. SunGard shall not be responsible for correcting Errors in any version of the Licensed Program other than the most recent Release of the Licensed Program, provided that SunGard shall continue to support prior Releases superseded by recent Releases for a reasonable period sufficient to allow Customer to implement the newest Release, not to exceed twelve (12) months.
 - e. SunGard may, from time to time, issue new Releases of the Licensed Program to its customers generally, containing Error Corrections, minor Enhancements, and, in certain instances if SunGard so elects, major Enhancements. SunGard shall provide Customer with one copy of each new Release, without additional charge. SunGard shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in SunGard's current rate schedule.
 - f. Subject to space availability and training fees, Customer may enroll its employees in SunGard's training classes.
 - g. SunGard shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Licensed Program (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to by SunGard and Customer.
 - h. All communications between SunGard and Customer shall be in the English language.
 - i. SunGard's software support is intended exclusively for SunGard's Licensed Programs; however, SunGard can optionally provide first line support for selected operating systems where SunGard has an agreement with the supplier. When the Customer contracts for this service, SunGard will make a good faith effort to find solutions to operating system problems. However, Customer must be aware of the following facts:
 1. In some cases, Customer is in a much better position to deal with operating system issues because they are on-site and because of technical expertise they may have. In these cases, SunGard

recommends that they work directly with the appropriate operating system vendor on these matters. SunGard will still be available to provide assistance whenever needed.

2. SunGard is required to work with the company that supplied the operating system. If that company fails to provide quality support, SunGard will not be able to provide quality support to our customers.
3. Some operating system problems can only be solved on-site. If and when this situation occurs, SunGard personnel will travel to Customer's site with Customer's approval. Customer will be billed according to the SunGard's professional services fee schedule plus the Customer will be billed for travel expenses and comprehensive per diem.
4. In the event that a bug is identified in the operating system, SunGard will immediately report the problem directly to the provider. However, SunGard and the Customer will be required to accept their schedule for fixing the problem.
5. If enhancement requests are made to SunGard for changes to the operating system, SunGard will pass them along to the provider. SunGard can make no commitments as to when, or if, the enhancements will be included in future releases.
6. SunGard will provide assistance with operating system upgrades via phone but Customer is responsible for obtaining the upgrade from the vendor and paying any required fee.
7. Most operating system upgrades require on-site assistance. The fee for on-site assistance is not included with SunGard software support.
8. SunGard must approve all operating system upgrades prior to implementation by Customer to verify that the upgrade is necessary and compatible with the SunGard Licensed Programs.

3.2 The following items are specifically not covered by this Agreement:

- a. Any hardware failure including, but not limited to, failure caused by wiring, multiplexers, modems, phone lines, power, or connectors. Also, any hardware limitations due to insufficient memory, disk storage or processing power.
- b. Any problems caused by hardware failure.
- c. Any work required to restore or recover the operating system and/or data files.
- d. Any problem caused by an operator.
- e. Configuring, maintaining, and upgrading the operating system including, but not limited to, backups and restores, fixes, and patches.
- f. Any problems caused by incorrectly installed, configured, or maintained operating system, or versions of the operating system not supported by SunGard.
- g. Problems with, or caused by any software not supported by SunGard, including, but not limited to, SNA, word processors, terminal emulators, etc.
- h. System software installations made by the Customer without authorization of SunGard such as installing a new Windows SQL version.

Section 4

OBLIGATION OF CUSTOMER

- 4.1 Customer shall provide, without charge to SunGard, access to its facilities in connection with the performance of SunGard of its obligations hereunder. It is agreed that prior notification will be given when access is required.
- 4.2 Customer must provide SunGard with information sufficient for SunGard to duplicate the circumstances under which a Problem in a Licensed Program became apparent.
- 4.3 Customer must maintain a current license of PC AnyWhere, a SunGard-approved connection to the Hardware on which the Licensed Program in question is being utilized, and must provide access to a voice grade local telephone.
- 4.4 A representative of Customer must be present when any on-site Support is provided. Customer agrees that if such representative is not present when the SunGard representative arrives on site, no work will be performed and Customer will be charged for such SunGard representative.
- 4.5 All communications by Customer to SunGard must be in the English language.
- 4.6 Customer is responsible for providing one or more qualified System Administrators as described in Section 5. At least one of these System Administrators must be available to SunGard at all times during a Support incident event.
- 4.7 Customer is responsible to support and maintain all system software. Customer shall NOT upgrade the operating system or third party software identified as integral to the operation of SunGard's Licensed Programs without approval from SunGard.

Section 5

SYSTEM ADMINISTRATOR REQUIREMENTS

- 5.1 Each System Administrator must be certified by SunGard by completing one or more of the following:
 - a. Working knowledge of and perform required tasks in Administrating Windows 2003 Workstation, Administrating Windows 2003 Server, Windows SQL Administration (or the most current version supported by SunGard at the time of installation) and other courses determined at the installation planning session based on the experience of the individuals.
 - b. SunGard's application administration and code file course for each Licensed Program.
 - c. SunGard's application training courses for each Licensed Program.
- 5.2 Each System Administrator must meet with a SunGard Project Manager to review and sign on each of SunGard's "Licensed Programs and/or Services Delivered" list.
- 5.3 Each System Administrator must be identified in an Attachment 1 hereto properly signed by both Customer and SunGard, and each instance, purporting by its express terms to amend this Agreement.
- 5.4 Each System Administrator must be qualified to address all problems relating to any hardware, software or operating system not directly associated with the Licensed Programs.
- 5.5 Calls received by anyone not identified in an Attachment 1 are not covered by this Agreement.

Section 6

FEES AND CHARGES

- 6.1 The fees for Support are specified in Exhibit A of the License Agreement. Additional Licensed Programs may be added to this Agreement by an amendment to this Agreement that includes an additional Exhibit that specifies the additional Licensed Programs being added, and the additional fees payable therefor. Subject to the annual escalation percentage increase provided for in Exhibit A of the License Agreement, SunGard reserves the right to increase its Support fees for any upcoming Contract Year term, by providing Customer with notice of such increase at least 60 days prior to the commencement of the upcoming Contract Year. Without limitation, Support Fee changes will result from changes in (1) Software prices, (2) Increases in the number of modules of a Licensed Program, (3) Increases in the number of users on the system, (4) Changes in the computer hardware or (5) Selection by Customer of different Coverage Hours.
- 6.2 SunGard shall invoice Customer at the beginning of each Contract Year for all Support fees. All reimbursable expenses incurred shall be invoiced at the beginning of the next calendar month. Customer shall pay the invoiced amounts in accordance with the Florida Prompt Payment Act. Any amount not paid in accordance with the Florida Prompt Payment Act shall bear interest at the highest rate allowed by applicable law. Further, Customer's failure to remit timely payment to SunGard of Support fees for any Contract Year will be deemed a decision by Customer not to renew Support for the Contract Year in question.
- 6.3 Customer shall be responsible for procuring, installing, and maintaining all equipment, telephone lines, modems, communications interfaces, and other hardware necessary to operate the Licensed Program and to obtain from SunGard the Services called for by this Agreement.
- 6.4 Customer agrees to pay additional charges according to the SunGard fee schedule for all work performed outside of Coverage Hours. These charges are applicable for any work performed after hours regardless of cause even if it was reported and/or initiated during Coverage Hours. Customer will be required to authorize any work outside of coverage hours that results in additional charges.
- 6.5 On-site assistance will be performed as requested by Customer. However, Customer will be billed according to the SunGard fee schedule for travel expenses and comprehensive per diem.

Section 7

PROPRIETARY RIGHTS

- 7.1 All Error Corrections or Enhancements (including any new software programs or components, or any compilations or derivative works of any of the foregoing) are part of the Licensed Programs, and Customer's rights of use therefor will be governed by and are subject to the terms, conditions and limitations of the License Agreement.

Section 8

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

- 8.1 SunGard disclaims all warranties either expressed or implied and representations with respect to the licensed program, including its condition, its conformity to any representation or description, the existence of any latent or patent defects, and its merchantability or fitness for a particular use.
- 8.2 **SUNGARD'S LIABILITY TO THE CITY IN CONNECTION WITH SUPPORT OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT THE CITY ACTUALLY PAID TO SUNGARD FOR SUPPORT FOR THE CONTRACT YEAR IN WHICH SUCH LIABILITY ARISES. REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, BASED ON ANY THEORY WHATSOEVER.** This Section 8.2 will not act to limit SunGard's obligations of indemnity as the same are provided for in the License Agreement.

Section 9

TERMINATION

9.1 This Agreement may be terminated as follows:

- a. This Agreement shall immediately terminate upon the termination of the License Agreement;
- b. This Agreement may be terminated by Customer upon the expiration of the then-current Contract Year (the parties agreeing that the initial thirteen month term of Support is also a "Contract Year"), provided that at least written notice is given to SunGard within thirty (30) days after receipt of an invoice from SunGard. SunGard may terminate this Agreement upon the expiration of the second term Contract Year, provided that at least ninety (90) days prior written notice is given to Customer; or
- c. This Agreement can be terminated by either party for material breach, in accordance with License Agreement Section 21, **DEFAULT AND TERMINATION**, which is incorporated into this Agreement in its entirety by this reference, as fully as if such provisions were written out hereinbelow.

9.2 Following termination of this Agreement, SunGard shall immediately invoice Customer for all accrued fees and charges and all reimbursable expenses, and Customer shall pay the invoiced amount in accordance with the Florida Prompt Payment Act. Any amount not paid in accordance with the Florida Prompt Payment Act shall bear interest at the rate allowed by applicable law.

(Continued on following page)

Section 10

MISCELLANEOUS

10.1 License Agreement Section 11.0, **PROTECTION AND SECURITY OF PROPRIETARY MATERIALS**, and Section 23, **MISCELLANEOUS AGREEMENT PROVISIONS** (excepting specifically the Entire Agreement provision therein), are each incorporated into this Agreement in their entirety by this reference, as fully as if such provisions were written out hereinbelow.

10.2 This Agreement constitutes the entire Agreement between the parties regarding the subject matter hereof, and there are no representations, conditions, warranties, or collateral agreements, expressed or implied, statutory or otherwise, with respect to this Agreement other than as contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. This Agreement may not be modified, omitted or changed in any way except by written agreement signed by persons authorized to sign agreements on behalf of the Customer and of SunGard. Preprinted conditions and all other terms not included in this Agreement, including any such terms included on any purchase order or other document submitted hereafter by Customer, are of no force or effect and the terms and conditions of this Agreement shall control unless expressly accepted by SunGard in writing to the Customer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

CITY OF MIAMI GARDENS, FL

SUNGARD HTE INC.

Authorized Signature

Authorized Signature

Danny O. Crew, City Manager

Grant Harbin
Vice President of Professional Service, SunGard HTE Inc.

Print Name & Title

Print Name & Title

March 14, 2007

3/6/07

Date

Date

Attest:

Ranella Taylor
City Clerk

Approved as to form and legal sufficiency

Reviewed and Approved:

Sonja K. Dickens
Sonja K. Dickens, City Attorney

City Attorney

CITY OF MIAMI GARDENS, FL
LICENSED PROGRAMS SUPPORT AGREEMENT

ATTACHMENT 1

SYSTEM ADMINISTRATORS

1. Name: _____
Title: _____
Office Phone Number: _____
Fax Number: _____
Email Address: _____
Beeper/Pager Number: _____
Mailing Address: _____

2. Name: _____
Title: _____
Office Phone Number: _____
Fax Number: _____
Email Address: _____
Beeper/Pager Number: _____
Mailing Address: _____

3. Name: _____
Title: _____
Office Phone Number: _____
Fax Number: _____
Email Address: _____
Beeper/Pager Number: _____
Mailing Address: _____

4. Name: _____
Title: _____
Office Phone Number: _____
Fax Number: _____
Email Address: _____
Beeper/Pager Number: _____
Mailing Address: _____

Exhibit C

SunGard Software Escrow Agreement

PREFERRED BENEFICIARY ACCEPTANCE FORM

Depositor, Preferred Beneficiary and Iron Mountain Intellectual Property Management, Inc. ("IMIPM"), hereby acknowledge that Miami Gardens, FL is the Preferred Beneficiary referred to in the Master Preferred Escrow Agreement effective December 29, 2004 with IMIPM as the escrow agent and SunGard HTE Inc. as the Depositor. Preferred Beneficiary hereby agrees to be bound by all provisions of such Agreement.

NOW THEREFORE, the Escrow Agreement is hereby modified as follows:

- 1. The second and third sentences of Section 7.4 are hereby deleted in their entirety and replaced with the following: "The arbitrator shall apply Florida law. Arbitration will take place in Miami Dade County, Florida."
2. Section 7.5 is hereby deleted in its entirety and replaced with the following: "this Agreement is to be governed and construed in accordance with the laws of the State of Florida, without regards to its conflict of law provisions."
3. The annual beneficiary fee is current Six Hundred Fifty Dollars (\$650) per year.
4. All terms and conditions of the Agreement not amended by this Amendment shall remain in full force and effect.

Depositor hereby enrolls Preferred Beneficiary to the following account(s):

Table with 2 columns: Account Name, Deposit Account Number. Row 1: SunGard HTE Inc., 26504

Notices and communications to Preferred Beneficiary should be addressed to:

Company Name: Miami Gardens, FL
Address: 1515 NW 167th Street, Bldg 7 Suite 403 Miami Gardens, FL 33169

Designated Contact: R. FARMER

Telephone: 305-622-8000

Facsimile: 305-622-8001

E-mail: rfarmere@miamigardens-fl.gov

Invoices should be addressed to:

Accts Payable
City of Miami Gardens
1515 NW 167 St #200
Miami Gardens, FL 33169

Contact:

P.O.#, if required:

Miami Gardens, FL
Preferred Beneficiary

By: _____

Name: Danny O. Crew

Title: City Manager

Date: March 14, 2007

IMIPM

By: _____

Name: _____

Title: _____

Date: _____

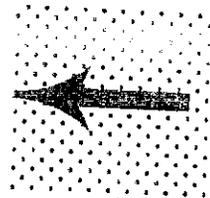
SunGard HTE Inc.
Depositor

By: _____

Name: Grant Harbin
Vice President of Professional Service, SunGard HTE Inc.

Title: _____

Date: 3/6/07



Approved as to form and legal sufficiency

Sonja K. Dickens, City Attorney