

RESOLUTION NO. 11-2044

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN ADDENDUM TO RENEW A THREE (3) YEAR CONTRACT WITH SUNGARD NAVILINE TO CONTINUE TO PROVIDE SOFTWARE SERVICES, AUTHORIZING THE TOWN MANAGER AND THE TOWN ATTORNEY TO TAKE ANY AND ALL ACTION NECESSARY TO IMPLEMENT THE CONTRACT IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PURPOSES OF THE CONTRACT AND THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Surfside, Florida wishes to enter into an Addendum to renew a three (3) year contract with SunGard NaviLine 8.0-ASP to continue to provide software services for the Town; and

WHEREAS, the Town Commission believes it is in the best interest of the Town to renew the contract with SunGard.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AS FOLLOWS:

Section 1. Recitals. That the above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Authorization to enter into an Addendum to the SunGard NaviLine 8.0-ASP Contract: The Town Commission hereby authorizes the Town to enter into the Addendum attached hereto as Attachment "A" between the Town of Surfside and SunGard NaviLine 8.0-ASP.

Section 3. Implementation. The Town Manager and the Town Attorney are hereby authorized to take any and all action necessary to implement this Resolution and contract in accordance with the terms, conditions and purposes of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 13 day of September 2011.

Motion by Commissioner Kopelman, second by Commissioner Karukin.

FINAL VOTE ON ADOPTION

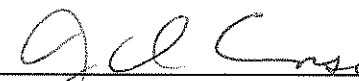
Commissioner Michael Karukin
Commissioner Edward Kopelman
Commissioner Marta Olchyk
Vice Mayor Joseph Graubart
Mayor Daniel Dietch

yes
yes
no
yes
yes




Daniel Dietch, Mayor

ATTEST:



INTERIM Town Clerk
DIXIE AL CENSO

APPROVED AND TO FORM AND
LEGAL SUFFICIENCY FOR
THE TOWN OF SURFSIDE ONLY:



Lynn M. Dannheisser
Town Attorney

Resolution No. _____

APPLICATION SERVICES PROVIDER AGREEMENT

This Application Services Provided Agreement ("Agreement") is made between SunGard Public Sector Inc., ("SunGard Public Sector") a Florida corporation with a business address at 1000 Business Center Drive, Lake Mary, FL 32746 and Town of Surfside, 9293 Harding Avenue, Surfside, FL, 33154 ("Customer") as of the Execution Date.

Customer desires to engage SunGard Public Sector to provide Customer with access to and use of certain SunGard Public Sector-provided Software on an application services SunGard Public Sector basis. Accordingly, the parties agree as follows:

1. Defined Terms.

"Application(s)" means the software system(s) to which Customer has requested access and paid therefor, listed on Appendix A Schedule A - Order Form, including, but not limited to, all computer programs and related documentation, and any modifications thereto.

"Application Services" means the services and Software utilization to be provided to Customer by SunGard Public Sector under this Agreement, as described in Appendix B.

"Application Services Term" means the period identified in Section 9 of this agreement as "Term and Termination," and during which Customer will have the right to access the Software.

"Appendix" means each schedule that is attached to this Agreement that is marked as an "Appendix." Appendices are lettered sequentially, beginning with "Appendix A" and continuing thereafter.

"Concurrent Sessions" means any person accessing SunGard Public Sector's hosted environment.

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

"Commencement Date" is defined in Appendix A, and is the date on which the Term commences and the date upon which Customer will begin to pay Application Services fees to SunGard Public Sector.

"Confidential Information" means non-public information of a party to this Agreement. Confidential Information of SunGard Public Sector includes the Software and algorithms, methods, techniques and processes revealed by the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Receiving Party; (ii) the Disclosing Party regularly discloses to third parties without restriction on disclosure; or (iii) the Receiving Party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

"Disclosing Party" means the party providing its Confidential Information to the Receiving Party.

"Documented Defect" means a material deviation between the General Release Module and its documentation, for which Documented Defect SunGard Public Sector has confirmed that Customer has given SunGard Public Sector enough information for SunGard Public Sector to replicate the deviation on a computer configuration which is both comparable to the Hardware and is under SunGard Public Sector's control.

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

"General Release" means the general release version of a Module as updated by Upgrades, but without any other modification whatsoever.

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

"Maintenance" means SunGard Public Sector's efforts to provide Customer with avoidance procedures for or corrections of Documented Defects.

"Module" means any one of the computer software programs that is identified in Appendix A as a "Module," including all code and related specifications, documentation, technical information and all IP Rights for such Module.

"New Releases" means new editions of a General Release Module.

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

"Software" means the Modules listed in Appendix A Schedule A – Order Form.

"Schedule A - Order Form" means an attachment to this Agreement, which is a supplement to this Agreement for all purposes. Unless otherwise stated in any Schedule A – Order Form, all terms and conditions stated in this Agreement shall remain in effect.

"Receiving Party" means the party receiving Confidential Information of the Disclosing Party.

"Upgrades" means, collectively, Maintenance, Additional Functionality and New Releases.

2. **Application Services, Generally.** During the Application Services Term, SunGard Public Sector will provide Customer with the Application Services generally described in Appendix B, on the terms and conditions of this Agreement. Customer shall have certain performance responsibilities under this Agreement, as outlined in Appendix B. Application Services include the grant by SunGard Public Sector to Customer of a non-exclusive, non-transferable license to access and use the Software in Object Code form within the United States of America for Customer's own, non-commercial computing operations (subject to any Concurrent User limitations provided for in Appendix A), while such Object Code resides in and is executed from a SunGard Public Sector datacenter. Any rights not expressly granted in this Agreement are expressly reserved.

(a) Documentation. Customer can make a reasonable number of copies of the documentation for each Module for its use in accordance with the terms of this Agreement.

(b) Restrictions on Use of the Software. Customer is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the Software. Customer is prohibited from using the Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. Customer will not allow the Software to be used by, or disclose all or any part of the Software to, any person except Customer Employees. Without limiting the foregoing, Customer is permitted to allow use of the input and/or output sensory displays of or from the Software by third parties on a strict "need to know" basis, and such use will not be deemed a non-permitted disclosure of the Software.

This Agreement is expressly made subject to any United States government and other applicable laws, regulations, orders or other restrictions regarding export from the United States or another country, and import into any country, of computer hardware, software, technical data or other items, or derivatives of such hardware, software, technical data or other items. Customer will not allow the Software, in whole or in part, to be exported outside of the United States of America, in any manner or by any means. Customer is prohibited from removing or altering any of the IP Rights notice(s) embedded in or that SunGard Public Sector otherwise provides with the Software. Customer must reproduce the unaltered IP Rights notice(s) in any full or partial copies that Customer makes of the Software.

(c) Application Software Maintenance and Support Services. Maintenance is available during the SunGard Public Sector hours outlined in Appendix B.

3. Access Services and Start-Up Assistance. SunGard Public Sector agrees to provide access to the Applications (hereafter referred to as "Access") requested by Customer on Appendix A Schedule A - Order Form (or any supplemental or replacement Schedule A-Order Form(s)) for the number of terminals indicated so long as Customer is current in its payment obligations hereunder. Customer agrees to pay the fees for Access ("Access Fees") as provided on Schedule A - Order Form. Customer agrees that Customer's Access to the Applications shall be for Customer's sole use and not for any third party.

(a) Hours of Operation. SunGard Public Sector shall publish its hours of operation in Appendix B and shall keep Customer apprised of any changes thereto.

(b) Improvements and Changes. SunGard Public Sector will install upgrades, new software releases and enhancements, error corrections, upgrades to third party operating system software, and upgrades to hardware, as necessary, for the Host Computer Systems.

(c) Start-Up Assistance. SunGard Public Sector will provide Start-Up Assistance to Customer and Customer agrees to pay to SunGard Public Sector the Start-Up Fees as provided on Appendix A Schedule A - Order Form. SunGard Public Sector's most current information with regard to Start-Up Assistance is published on Appendix B Standards Sheet. Customer agrees to reimburse SunGard Public Sector for actual, reasonable travel and living expenses incurred by or on behalf of SunGard Public Sector and its personnel in furnishing the Start-Up Assistance. Any such travel and living expenses shall be billed by SunGard Public Sector to Customer on a monthly basis and governed by the SunGard Public Sector Travel Policy.

(d) Optional Conversion Services. At Customer's option, SunGard Public Sector will provide Conversion services. If Customer elects Conversion services, Customer shall provide data to SunGard Public Sector in a compatible format acceptable to SunGard Public Sector, and on media specified by SunGard Public Sector.

4. Fees, Payment and Taxes.

(a) Payment.

(i) Application Services Fees. During the Application Services Term, Customer will pay SunGard Public Sector the Application Services fees specified in Appendix A, or as otherwise provided for in Appendix A. No more frequently than once per year, SunGard Public Sector shall have the right to adjust the Monthly Access Fees. For the Term of this Agreement only, any increase in monthly Application Services fees shall be limited to no more than 5% compared to the preceding year's fees. Time is of the essence with regard to Customer's payment obligations pursuant to this Agreement.

(ii) Travel and Living Expenses. Except as otherwise provided in Appendix A, Customer will reimburse SunGard Public Sector for actual and reasonable, out-of-pocket travel and living expenses that SunGard Public Sector incurs in providing Customer with services under this Agreement. Such travel and living expenses will be invoiced on a monthly basis in arrears and will be due within thirty (30) days from the date of invoice.

(iii) Late Charge. SunGard Public Sector will have the right to charge a late fee to the extent that any payment is received later than thirty (30) days from the date of invoice. Late fees will be calculated based on a per annum rate equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania Bank, plus three percent (3%); and (ii) the highest rate permitted by applicable law, and will be payable to SunGard Public Sector on demand.

(b) Taxes. Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement, the application services, the Software, and any other services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

(c) Customer shall pay for any data communications telephone services. If Customer requires special telephone line configurations due to unique equipment or data requirements, SunGard Public Sector reserves the right to charge for analysis and design of such special configurations.

(d) Suspension of Service. If in any instance, Customer fails to pay to SunGard Public Sector within thirty (30) days after SunGard Public Sector makes written demand therefor, and payment of the amount in question is not the subject of a *bona fide* dispute, then, in addition to preserving its rights to collect payment of the past-due amount and all accompanying late fees, and all other rights and remedies that SunGard Public Sector may have at law or in equity, SunGard Public Sector may, in its sole discretion and without further notice to Customer, suspend or reduce its performance of the Application Services.

5. Confidential Information. Except as otherwise permitted under this Agreement, the Receiving Party will not knowingly disclose to any third party, or make any use of the Disclosing Party's Confidential Information. The Receiving Party will use at least the same standard of care to maintain the confidentiality of the Disclosing Party's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Software and any software provided with the Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Receiving Party's receipt of that item. However, Customer's obligations to maintain the Software as confidential will survive in perpetuity.
6. Credit Toward In-house Licensing. As used in this Paragraph 6, "In-house Licensing" means procuring through SunGard Public Sector's standard license agreement, the right for Customer to run a copy of the Applications that are owned by SunGard Public Sector for Customer's use only, on hardware owned or leased by Customer at a facility which is owned or controlled by Customer. In the event Customer desires to run the Applications owned by SunGard Public Sector in-house (and has not previously procured a license for such in-house use), SunGard Public Sector will discount Customer's in-house licensing fees for the Applications owned by SunGard Public Sector by an amount equal to one percent (1%) of the licensing fees for each month Customer uses Access services, up to a maximum discount of sixty percent (60%). In order to qualify for said credit, Customer must not be in breach hereof, must have provided termination notice pursuant to the terms of this Agreement, must enter into SunGard Public Sector's standard license agreement, and must have paid all fees required to be paid to SunGard Public Sector. Maintenance and support services for the Applications that are owned by SunGard Public Sector will be available to Customer (and are recommended by SunGard Public Sector) under the terms of SunGard Public Sector's standard maintenance agreement.
7. Existing Products. For products listed in Appendix A as "Existing Products (Currently Licensed)" (Licensed Programs) of which Customer has licensed under a previous agreement, Customer shall retain the right to run a copy of the Licensed Program(s) on hardware owned or leased by Customer at a facility which is owned or controlled by Customer. Customer acknowledges that should they run a copy of the Licensed Program(s), maintenance services for said Licensed Program(s) will not be provided under this Agreement. Should Customer desire to receive maintenance services they will be required to enter into a separate software maintenance agreement with SunGard Public Sector.
8. Intellectual Property Indemnity by SunGard Public Sector. SunGard Public Sector will defend, indemnify and hold Customer harmless from and against any loss, cost and expense that Customer incurs because of a claim that use of a General Release Module infringes any United States copyright of others. SunGard Public Sector's obligations under this indemnification are expressly conditioned on the following: (i) Customer must promptly notify SunGard Public Sector of any such claim; (ii) Customer must in writing grant SunGard Public Sector sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Customer chooses to represent its own interests in any such action, Customer may do so at its own expense, but such representation must not prejudice SunGard Public Sector's right to control the defense of the claim and negotiate its settlement or compromise); (iii) Customer must cooperate with SunGard Public Sector to facilitate the settlement or defense of the claim. If any Module is, or in SunGard Public Sector's opinion is likely to become, the subject of a United States copyright infringement claim, then SunGard Public Sector, at its sole option and expense, will either: (A) obtain for Customer the right to continue using the Module under the terms of this Agreement; (B) replace the Module with products that are substantially equivalent in function, or modify the Module so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Customer the annual

Application Services fee payable by Customer in the year that such claim or threatened claim arises. **THE FOREGOING IS SUNGARD PUBLIC SECTOR'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

9. Term and Termination.

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

(b) Effect of Expiration of Application Services Term or Termination of Agreement. Upon the expiration of the Application Services Term, or upon any earlier termination of this Agreement by either party, Customer's right to receive the Application Services and to use the Software as otherwise provided for in this Agreement terminates. Any use of the Software after the Application Services Term or after the termination of this Agreement is a violation of this Agreement, and further, may subject the user to additional claims under applicable law, including without limitation claims for violation of SunGard Public Sector's copyright interest in and to the Software.

(c) Deconversion Assistance. If after any termination or expiration of this Agreement Customer converts to a different vendor's applications, SunGard Public Sector will provide, upon payment of SunGard Public Sector's then-current standard deconversion fee, reasonable assistance and documentation for such deconversion in order to assist Customer in removing its information and placing said information in SunGard Public Sector's standard format for input to the other vendor's applications. In the event Customer requests a non-standard deconversion, SunGard Public Sector shall be entitled to receive compensation for consultation, software and documentation provided to assist in the deconversion on a time and materials basis at the standard prevailing rate then charged by SunGard Public Sector for such services.

(d) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity will survive termination of this Agreement.

(e) 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.

10. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices.

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

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

13. **No Waiver.** A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.
14. **Choice of Law; Severability.** This Agreement will be governed by and construed under the laws of the State of Florida, without reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.
15. **LIMITATIONS OF LIABILITY; DISCLAIMER OF WARRANTIES**

(a) **LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR.** SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE APPLICATION SERVICES, THE SOFTWARE, ANY CONSULTING SERVICES, OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE APPLICATION SERVICES FEES THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR IN THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD.

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

(c) **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE APPLICATION SERVICES AND/OR THE SOFTWARE, IN WHOLE OR IN PART. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

(d) **BASIS OF THE BARGAIN.** CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

16. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement. The individual executing this Agreement on behalf of its party represents and warrants that he/she has full authority to bind such party to all terms, conditions and obligations of this Agreement.

Town of Surfside, FL

SunGard Public Sector

BY: _____

BY: Christian Coleman

PRINTED NAME: _____

PRINTED NAME: Christian Coleman
VP and Controller, SunGard Public Sector Inc

PRINTED TITLE: _____

PRINTED TITLE: _____

DATE SIGNED: _____

DATE SIGNED: September 2, 2011

APPENDIX A

Schedule A - Order Form

Customer Name: Town of Surfside, FL
 Agreement Number: SURF-111036-1

	Yes	No
Initial Order Form	X	
Replacement Order Form		X

1. **Commencement Date:** Begins October 1, 2011 and expires thirty-six (36) months from the date the initial Monthly Access Fee is due under this Schedule A – Order Form.

2. **Application Groups: Start-Up Fees and Monthly Access Fees**

	Applications and/or Services	Monthly Access Fee
Renewal Service	ASP Renewal - 080481-1	\$ 3,930
Existing Products (Currently Licensed)	GMBAs with Extended Reporting, Asset Management, Cash Receipts, Payroll/Personnel, Land Management, Building Permits, Occupational Licenses, Code Enforcement, Customer Information Systems, Document Management Systems	Included in Monthly Access Fee
Retrofit Maintenance	14 Objects	Included in Monthly Access Fee
Services	HELP Card, Disaster Recovery Plan for SunGard Public Sector applications	Included in Monthly Access Fee
Training	Five (5) days of Utilities training <i>(EX, BP, DL Modified)</i>	
Concurrent Sessions - Monthly Access Fee		
5	ASP Shared Environment	Included in Monthly Access Fee
Total Proposed System:		\$ 3,930

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

*Start-Up Fee is based on use of SunGard Public Sector's Standard ASP Implementation Methodology.

**Number of Concurrent Sessions listed above used in the calculation for the Monthly Access Fees.

Changes to the number of Concurrent Sessions may impact the Monthly Access Fee.

***Training is provided per above, however, Customer is responsible for trainers travel and living expenses.

3. **Payment Terms:**

Start-Up Fee: Due upon execution of this Order Form.

Monthly Access Fee: The initial Monthly Access Fee will be due October 1, 2011. Subsequent Monthly Access Fees will be due on the first of the month thereafter. Monthly Access Fees will be invoiced in advance on a monthly basis for a term of thirty-six (36) months at the rates listed below.

Months 1 – 12 \$ 3,930.00 per month or \$47,160.00 per year;
 Months 13 – 24 \$ 3,930.00 per month or \$47,160.00 per year;
 Months 25 – 36 \$ 4,048.00 per month or \$48,576.00 per year;

Following the initial term, Services will be provided on a year-to-year basis provided the Customer exercises the option and pays the then current Monthly Access Fee.

Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy. Travel and living expenses actually incurred in prior months for which SunGard Public Sector is seeking reimbursement, shall also be invoiced monthly.

Note:

¹ Following the execution of this Schedule A-Order Form, any new Modification Retrofits provided by SunGard Public Sector will be added to the next annual renewal period, pursuant to Section 4 below.

² Monthly Access Fees listed above are for the Applications and Services listed in this Schedule A-Order Form only.

4. **Modification Retrofits.** For each non-standard Application in library HTEMOD that was written by SunGard Public Sector or any Application that has had custom modifications performed by SunGard Public Sector at the Customer's request, SunGard Public Sector will perform all necessary programming to ensure that the program is compatible with each new software release, version, or program temporary fix made available by SunGard Public Sector. Fees for Modification Retrofits to be maintained are determined on an annual basis. This determination is based upon the number of modified objects prior to the beginning of each annualized ASP Term multiplied by the then current rate charged per object.
5. **Hardware.** Customer is responsible for providing the DMS server. The DMS server is owned by Customer and shall reside at Customer's site for ease of management. The VPN Concentrator Option includes a router, which will be provided by SunGard Public Sector to Customer. The router is, and shall remain, the property of SunGard Public Sector.
6. **Third Party Software and Hardware.** Unless otherwise provided for herein, warranty, modification retrofit and maintenance offerings by SunGard Public Sector for its Licensed Program(s) do not apply to any third party hardware or third party software supplied under this Supplement. SunGard Public Sector does not make any warranties nor provide any source code for any non-SunGard Public Sector products unless otherwise provided herein. The return and refund policy of each individual third party hardware or third party software supplier shall prevail unless otherwise provided herein.

APPENDIX B
Standards Sheet

NaviLine:

ASP ISeries Standards Sheet

1. Terminology

Term	Definition
Host Computer System	All hardware and software hosted by SunGard Public Sector Inc. on behalf of the customer. This includes the IBM System i, Wintel servers and preferred 3 rd party software.
ISP	Internet Service Provider
System Administrator	The individual designated by SunGard Public Sector Inc. who is responsible for the operation of the Host Computer Systems
WinTel	Windows operating system using an Intel processor

2. System Availability

The scheduled hours of availability for the Host Computer Systems are 24 hours per day Monday –Saturday. The system is reserved for maintenance on Sundays from 12 a.m. – 5 p.m., customer local time. There are special considerations for software updates and emergency situations; please reference Sections 4.3 and 4.4 (Maintenance and Upgrades) for details.

3. System Backups

3.1. Daily System Backups

Daily data backups will begin at 12 a.m. (Customer local time) Monday through Friday. These backups consist of all SunGard Public Sector Inc. customer data. Retention of the backups will be as follows: daily backups - 1 month, weekly backups - 1 month, monthly backups - 1 year, yearly backups - 3 years. The system will be available during the daily backup.

3.2. Weekly System Backups

Weekly system backups will begin at 12 a.m. (Customer local time) on a day appropriate to the week being backed up. At this time a full system backup will be performed. These backups consist of all SunGard Public Sector Inc. customer data, program files, source files, and other necessary Customer data. In addition the IBM System i, Operating System, Security, and Data will also be backed up via a Restricted State backup. During this time access to the IBM System i and its applications will not be available.

System backups will be rotated to a secure, off-site storage facility on a daily basis. We utilize Iron Mountain.

3.3. Night Processing

Specified processor-intensive jobs, as determined by SunGard Public Sector Inc., may be required to be run during the night processing time frame of 8 p.m. to 11:59 p.m. to ensure that acceptable system performance standards are met. Examples of these jobs include such things as Utility Bill generation and Tax Notice generation. This is also to make sure the processes are finished before nightly backups occur.

3.4. Restores

Individual Customer restores will be performed on an as needed basis taking into consideration both Customer and Host Computer Systems functionality, availability, and necessity.

4. System Administration

SunGard Public Sector Inc. will provide for system administration of the Host Computer Systems (including the host IBM System i and associated host site hardware and communications infrastructure), including but not limited to:

4.1. System Monitoring

The Host Computer Systems will be monitored on a 24-hour basis through the use of automated monitoring software and/or hardware as selected by SunGard Public Sector Inc. System operations to be monitored include:

- Subsystems - to ensure they are active, operational, and without pending errors messages.
- Job queues - to ensure they are active, operational, and attached to the correct subsystems.
- Critical system messages - Monitoring for hardware errors, system functionality errors, operating system errors, system integrity errors, etc
- System and Network Information - Samples of system and network information to be monitored include:
 - DASD (Disk storage)
 - Total utilization
 - RAID protection
 - Drive failures
 - Disk drive error rates
 - CPU Utilization
 - Total number of jobs in the system
 - Interactive response time
 - Communication line availability
 - Internet Connectivity from the Host Computer Systems to the Internet
 - Memory pool faults
 - Security violation attempts
 - System service starts and ends
 - Backup completion
 - UPS monitoring
 - Other pertinent system information as determined by SunGard Public Sector Inc.

4.2. System Maintenance

SunGard Public Sector Inc. will provide all necessary Host Computer Systems and network maintenance as deemed appropriate and necessary by the System Administrator and/or associated staff. Appropriate and necessary maintenance shall be determined through the use of standard IBM System i and network monitoring and performance analysis tools.

4.3. Software Maintenance and Upgrades

Software maintenance and upgrades will be performed outside of each customer's standard business hours whenever possible.

Emergency situations will be handled on a case-by-case basis in such a manner as to provide the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity.

All parties will have advanced notice of such upgrades and any emergency updates will have the customer's primary contact's approval before being done.

4.3.1. IBM

IBM licensed program fixes and upgrades, including cumulative PTF's (Program Temporary Fix), shall be applied to the host IBM System i as required to maintain operating functionality and currency. These PTF's will be temporarily applied until their effectiveness is determined. Non-emergency IBM PTF applications will be performed outside of normal business hours.

4.3.2. Wintel

Wintel server service packs, patches and updates shall be applied as necessary to ensure integrity of the system(s), system data and associated operating environment. Patches deemed critical in nature by SunGard Public Sector Inc. of system/software vendors shall be applied as soon as possible to prevent system corruption, penetration, degradation etc.

4.3.3. SunGard Public Sector Inc. Applications

Upgrades and updates to SunGard Public Sector Inc. applications on both the IBM System i and Wintel platforms will be performed on scheduled dates during the year.

4.4. Hardware Maintenance and Upgrades

Hardware maintenance and upgrades will be performed outside of each customer's standard business hours whenever possible.

Emergency situations will be handled on a case-by-case basis in such a manner as to cause the least possible disruption to overall system operations and availability without negatively affecting system stability and integrity.

The primary Customer contact will be notified, when possible, via the on file e-mail address, prior to hardware upgrades being performed.

4.5. System Security (Logical)

System security values will be set to provide for system integrity and data security as deemed appropriate by SunGard Public Sector Inc. This will include such items as password length and makeup, change intervals, system security level, etc.

User profiles, with all object authority, will be limited to the standard system security profile and the System Administrator profile. Sign-on information for these two profiles will be secured with the Director of SunGard Public Sector Inc. or his/her designee and the System Administrator.

Customer user profiles will only have access to appropriate Customer data.

Security auditing will be enacted to provide for the ability to audit security violations, changes, etc., with periodic system security reviews conducted by SunGard Public Sector Inc.

Host site security will include implementation of an industry standard firewall, secure sockets layer, virtual private networks, IP address translation, and/or a combination thereof.

4.6. Non-Preferred Third Party Software

SunGard Public Sector Inc. has partnered with a number of third party vendors for purposes such as time & attendance, form printing, mapping, etc. For any non-preferred third party vendors, SunGard Public Sector Inc. will be responsible for the following:

- o Initial loading of software
- o Periodic upgrades/service packs
- o Technical support for related IBM System i issues

Exclusions: SunGard Public Sector Inc. does not support the user interface for non-preferred third party software. Troubleshooting will be performed by the customer and third party.

5. Hardware Requirements

The following are minimum hardware requirements to enable Customer to access the host site IBM System i. These requirements do not take into account any local area network configuration or requirements, which are the responsibility of Customer.

5.1. Personal Computers

Each personal computer that will access the ASP environment should achieve the following minimum hardware requirements for access:

- o Pentium 4 or greater processor
- o 2 GB storage
- o 1 GB RAM (increasing RAM will help increase system performance)
- o Properly configured network interface card
- o Microsoft Windows 2000 Pro (SP4 or higher) or XP Professional Edition with all SP's installed
- o Microsoft Internet Explorer 6.0 or higher
- o Sun Java 1.6

- o Screen resolution 1024 x 768 or better
- o Monitor, mouse and keyboard
- o IBM System i Access for Windows v5r4 (This version can be provided to you by SunGard PS) with the latest available Service Pack.

SunGard Public Sector Inc. will not support any hardware that does not meet the minimum requirements

5.2. Printers

Type	Supported
Local (PC attached)	<p>Must be IBM certified.</p> <p>Microsoft Certified Printers: https://winqual.microsoft.com/HCL/ProductList.aspx?m=x&g=d&cid=900&f=86d</p> <p>IBM Certified Printers: http://www-912.ibm.com/s_dir/slkbase.NSF/0888cc5d18fceca58625680b005dc690/b44a2cf4ba778d83862568250053649f?OpenDocument</p>
Network	<p>Most printers with an available Ethernet connection and that are part of the approved IBM Certified Printer list can be used in the ASP environment. ***NOTE*** All-in-One Printer/Fax/Copier machines are not recommended.</p>
All others	<p>Other printers will be evaluated on a case-by-case basis for compatibility with the ASP environment.</p>

There are 2 options to deal with printing in the ASP environment:

Option 1: Utilize local print sessions that are configured and run via IBM System i Access for Windows. They can print to any networked, shared or locally attached printer that the Windows machine they are run on can see.

These sessions are easy to setup, however these sessions must be signed in and running for printing to work.

Some clients run all print sessions on a dedicated machine for ease of management. However, any non-shared locally attached printer, including Cash Receipts printers, must be run directly on the machine to which the printers are attached.

Option 2: Print directly via TCP/IP. In this setup the client will provide a unique static Public IP Address for each printer they want to print in this manner.

These are generally high traffic printers that customers do not want to be run on a print session. Also, any IPDS printing **MUST** be setup as an IP printer.

Option 2.1: Print directly via TCP/IP, but utilizing just one unique static Public IP Address. Each configured printer will use the same IP address, but a different port to print to. The clients firewall will then utilize port forwarding to direct the traffic to the correct printer.

Most clients utilize a combination of these methods. It is a customer's internal decision based on available Public IP addresses, current infrastructure and other needs. We can work with any of these methods.

5.3. Recommended Customer Connectivity

Internet bandwidth is determined by the customer. It is based on Saturation level: a combination of connection speed, number of users on the system, size of files being accessed over the internet, etc. SunGard Public Sector Inc. strongly requires the following minimum setup:

- o Minimum 1.5 MB internet connection (T1 or other telecom provided service is preferred over cable or DSL) Responsiveness is directly affected by connectivity selected.
- o For clients who require site to site VPN, we require that the client have a Cisco

branded VPN enabled device on their site.

- o Recommended redundant internet connection in case the primary connection goes down.
- o Dial up and wireless connections are **not supported**.

5.4. Recommended Customer Hardware

An industry standard firewall used to protect the customer's internal network is required for connectivity into the ASP network.

6. Performance Analysis of Customer's Current SunGard Public Sector Inc. Environment

A Customer's current environment will be reviewed prior to the ASP transition. Ideally Customers will transition to ASP on the latest version of SunGard Public Sector Inc. code. If a Customer is not on the latest version of SunGard Public Sector Inc. code, the current environment will be reviewed to determine if it can handle an upgrade before transitioning to ASP.

Items reviewed include: Current System i OS version, available disk space, current processing power, and current SunGard Public Sector Inc. version.

7. Host Site Performance

Performance monitoring and tuning will be performed as necessary to maintain an average in network interactive response time of 2.0 seconds or less when measured over a 1-hour period during normal business hours. "In network" is defined as any point between which the data packet enters the SunGard Public Sector Inc. environment and subsequently departs the SunGard Public Sector Inc. environment. Any point of communications outside of the SunGard Public Sector Inc. protected network environment, including DMZ, shall be deemed as "out of network."

IBM System i, Wintel server and associated network infrastructure performance monitoring will be conducted on a regular basis. Monitoring shall be done during (no less than) four randomly selected one-hour periods within each calendar month. A summary of the performance statistics shall be made available for Customer review upon Customer request, including available predictive performance data where available.

SunGard Public Sector Inc. is not responsible for Internet connectivity and/or performance outside the internal SunGard Public Sector Inc. host site infrastructure.

8. Standard Application Support

SunGard Public Sector Inc. provides standard Application Support 24 hours a day, 365 days per year.

The toll-free support line is 1-800-695-6915 and the email address is asptechsupt@sungardps.com.

9. System Hardware Support

Host site technical hardware and host operating system support shall be provided 24hours a day, 365 days per year. This includes support for technical issues related to Host Computer Systems access, hardware operations, and Host Computer Systems functionality.

SunGard Public Sector Inc. is not responsible for Customer hardware, non-SunGard Public Sector Inc. related software, internet access, and/or connectivity issues. SunGard Public Sector Inc. will provide guidance to Customer in obtaining technical support for on-site hardware and connectivity issues.