

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/06/2020

Contract/Lease Control #: C89-0067-WS

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: SUPERION, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/12/2017

Expiration Date: 11/30/2024

Description of: SOFTWARE LICENSE & SERVICE AGREEMENT

Department: WS

Department Monitor: LITRELL

Monitor's Telephone #: 850-651-7172

Monitor's FAX # or E-mail: JLITRELL@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/18/2017

Contract/Lease Control #: C89-0067-WS

Bid #: N/A

Contract/Lease Type: CONTRACT

Award To/Lessee: SUNGARD PUBLIC SECTOR, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/12/2017

Expiration Date: 09/30/2018

Description of Contract/Lease: SOFTWARE LICENSE AND SERVICE AGREEMENT

Department: WS

Department Monitor: LITTRELL

Monitor's Telephone #: 850-651-7195

Monitor's FAX # or E-mail: JLITTRELL@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/19/2019

Contract/Lease Control #: C89-0067-WS

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: SUPERION, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/12/2019

Expiration Date: 09/30/2020

Description of Contract/Lease: SOFTWARE LICENSE & SERVICE AGREEMENT

Department: WS

Department Monitor: LITRELL

Monitor's Telephone #: 850-651-7195

Monitor's FAX # or E-mail: JLITRELL@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C89-0067-WS Tracking Number: 3484-19
Procurement/Contractor/Lessee Name: Superim LLC Grant Funded: YES ___ NO X
Purpose: Seventh amendment/renewal
Date/Term: 9-30-20
Amount: _____
Department: WS
Dept. Monitor Name: Littrell

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 8-13-19
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)

Approved as written: NO federal \$ Grant Name: _____
Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 8-29-19
Risk Manager or designee

County Attorney Review

Approved as written: see email attached Date: 9-5-19
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received: _____ Date: _____
Finance Manager or designee

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Wednesday, September 4, 2019 5:04 PM
To: DeRita Mason
Cc: Karen Donaldson; Lynn Hoshihara
Subject: RE: C89-0067-WS Amendment 7

The 7th Amendment is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, August 13, 2019 8:31 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: C89-0067-WS Amendment 7

Please review and approve the attached.

Thank you,

DeRita



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

DeRita Mason

From: Karen Donaldson
Sent: Thursday, August 29, 2019 1:41 PM
To: DeRita Mason
Subject: RE: C89-0067-WS Amendment 7

DeRita

This is approved by risk management for insurance purposes.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Tuesday, August 13, 2019 7:31 AM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: C89-0067-WS Amendment 7

Please review and approve the attached.

Thank you,

DeRita



SINGLE SOURCE PURCHASE JUSTIFICATION REQUEST

A single source means that a commodity or service can be purchased from multiple sources, but, in order to meet certain functional or performance requirements (e.g. parts matching existing equipment or materials) there is only one economically feasible source for the purchase.

Date: 08/12/2019

PR No: n/a (contract)

Requestor: Kathy Fix

Phone No: 850-609-6123

Department/Division: Water & Sewer

Item Description: Migration of Superior's Public Administration solution from an on-premise hosted solution to Superior's cloud environment.

Vendor: Superior, LLC

Vendor's Address: 1000 Business Center Dr.
Lake Mary, FL 32746

Vendor's Telephone No: 407-304-3235

Point of Contact: Dale Lloyd

Single Source Justification: See attached document for justification.
(attach additional docs if any)

Check One:

- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation. (attach emergency condition documentation)
- Federal Awarding Agency or Pass Through Agency authorizes noncompetitive negotiations (letter of authorization is attached).
- The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the time to be replaced (price certification attached).
- Other, additional justification required (continue on blank page as needed)

Jeff Little

08/12/2019

Requesting Department Director Signature (or authorized Designee)

Date

REVIEW BY OMB AND PURCHASING

Approved:

OMB and Purchasing Department Comments:

Denied:

OMB Director Signature

Jay Wong

Date 8.16.19

Single Source Justification Request

Single source justification for moving Superior's Public Administration software from on-premise to Superior's cloud hosted environment.

Okaloosa County Water & Sewer (OCWS) has utilized Superior's Public Administration software solution for many years. Superior is currently under contract with the County to provide software licensing and maintenance for its on-premise hosted Public Administration solution. The solution facilitates many important functions; including the customer information system, work order system, utility billing, and inventory monitoring/control. Moving to the cloud increases security, disaster recovery, and efficiency. Moving specifically to the vendor's cloud will eliminate confusion and increase efficiency while troubleshooting software issues, by eliminating any other third-party source of the issue. It is paramount that our customers receive the highest level of service possible, we work to minimize any negative impacts a system outage/errors might cause, and resolve the issue in a timely manner.

JJL

**RENEWAL AND SEVENTH AMENDMENT TO CONTRACT C89-0067-WS
SUPERION, LLC
SOFTWARE LICENSE AND SERVICE SUPPORT**

This Renewal and Seventh Amendment made and entered into this 17th day of September, 2019, hereby renews and amends C89-0067-WS (hereinafter the "Contract"), dated November 29, 1988, by and between Okaloosa County, Florida, (hereinafter the "County") and Superion, LLC (hereinafter the "Contractor").

WHEREAS, on November 29, 1988, the County and Contractor entered into a contract, C89-0067-WS, for software license and service support; and

WHEREAS, the term of C89-0067-WS shall expire on September 30, 2019; however; the contract provides for yearly renewals; and


WHEREAS, the County desires to move the hosting of the software from on-premise to the Contractor's cloud environment for increased security, efficiency, and disaster recovery;

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to renew and amend C14-2188-WS as follows:

1. C89-0067-WS is hereby renewed for an additional term. The contract renewal period shall begin October 1, 2019 and will expire September 30, 2020.
2. C89-0067-WS is hereby amended to include the on-premise 2019-2020 rate sheet, and a new Solutions Agreement, which outlines rates and support services for the cloud hosting environment.
3. All other provisions of the Contract shall remain in full force and effect through the duration of the renewal, or until the solution has been moved to the cloud environment, at which time the new Solutions Agreement will take precedence.

IN WITNESS WHEREOF, the parties hereto have executed this renewal and amendment as of the day and year first written.

OKALOOSA COUNTY, FLORIDA



Charles K. Windes, Jr.
Chairman, Board of County Commissioners



SUPERION, LLC

Signature: 

Print Name: Lisa Neumann

Print Title: Controller

**CONTRACT: C89-0067-WS
SUPERION, LLC
SOFTWARE LICENSE AND SERVICE SUPPORT
EXPIRES: 09/30/2020**

| Code | Customer | Contract # | Application | Qty | 10/1/18-9/30/19 | 10/1/19-9/30/20 |
|--------------|-------------------------------|------------|---|-----|---------------------|---------------------|
| 2041LG | Okaloosa County Wat & Swr, FL | 9707005 | Retrofit Modification Option | 18 | \$ 1,800.00 | \$ 1,800.00 |
| 2041LG | Okaloosa County Wat & Swr, FL | 20020358 | NAVI-DMS - Document Management Services | 1 | \$ 1,297.15 | \$ 1,362.01 |
| 2041LG | Okaloosa County Wat & Swr, FL | 20020358 | NAVI- Cash Receipts | 1 | \$ 2,453.72 | \$ 2,576.41 |
| 2041LG | Okaloosa County Wat & Swr, FL | 20020358 | NAVI-PURCHASING INVENTORY | 1 | \$ 6,325.99 | \$ 6,642.29 |
| 2041LG | Okaloosa County Wat & Swr, FL | 20020358 | Naviline-Land/Parcel Management | 1 | \$ 4,038.42 | \$ 4,240.34 |
| 2041LG | Okaloosa County Wat & Swr, FL | 20020358 | NAVI- WorkOrders/Fac Mgmt. | 1 | \$ 6,939.42 | \$ 7,286.39 |
| 2041LG | Okaloosa County Wat & Swr, FL | 20020358 | NAVI - Customer Information Systems | 1 | \$ 17,239.95 | \$ 18,101.95 |
| 2041LG | Okaloosa County Wat & Swr, FL | 20020358 | NAVI - Contact Management | 1 | \$ 6,760.51 | \$ 7,098.54 |
| 2041LG | Okaloosa County Wat & Swr, FL | 70717 | CIS Voice Response Interface | 1 | \$ 1,840.29 | \$ 1,932.30 |
| 2041LG | Okaloosa County Wat & Swr, FL | 70717 | Delinquency Call Out Listing Interface | 1 | \$ 779.58 | \$ 818.56 |
| 2041LG | Okaloosa County Wat & Swr, FL | 70717 | Selectron Credit Card Payment I/F - CIS | 1 | \$ 779.58 | \$ 818.56 |
| 2041LG | Okaloosa County Wat & Swr, FL | 80670 | Bar Code Interface for Financials (QF) | 1 | \$ 2,760.44 | \$ 2,898.46 |
| 2041LG | Okaloosa County Wat & Swr, FL | Q-00007394 | NavLine User Interface | 1 | N/A | \$ - |
| 2041LG | Okaloosa County Wat & Swr, FL | Q-00004661 | Fusion Proprietary | 1 | See Below | \$ 3,500.00 |
| Total | | | | | \$ 53,015.05 | \$ 59,075.80 |

| Code | Customer | Contract # | Application | Qty | Annual | |
|--------------|-------------------------------|------------|--------------|-----|--------------------|--------------------|
| | | | | | 2/1/20-1/31/21 | 2/1/20-9/30/20 |
| 2041LG | Okaloosa County Wat & Swr, FL | Q-00005247 | AnalyticsNOW | 1 | \$ 3,280.00 | \$ 2,186.67 |
| Total | | | | | \$ 3,280.00 | \$ 2,186.67 |

| Code | Customer | Contract # | Application | Qty | 6/1/19-5/31/20 |
|--------------|-------------------------------|------------|------------------------|-----|------------------|
| 2041LG | Okaloosa County Wat & Swr, FL | Q-00004661 | NavLine Web Enablement | 1 | \$ 520.00 |
| Total | | | | | \$ 520.00 |

| Code | Customer | Contract # | Application | Qty | Prorated 4 Mos. | |
|--------------|-------------------------------|------------|--------------------|-----|--------------------|-----------------|
| | | | | | 6/1/19-9/30/19 | 10/1/19-9/30/20 |
| 2041LG | Okaloosa County Wat & Swr, FL | Q-00004661 | Fusion Proprietary | 1 | \$ 1,166.67 | See Above |
| Total | | | | | \$ 1,166.67 | |

| Code | Customer | Contract # | Application | Qty | Cancel |
|--------|-------------------------------|------------|--|-----|-------------|
| 2041LG | Okaloosa County Wat & Swr, FL | 9707005 | QRep End User | 1 | \$ 398.76 |
| 2041LG | Okaloosa County Wat & Swr, FL | 9707005 | QRep Catalogs for CR, PI, LX, CX & WF. | 5 | \$ 1,980.93 |
| 2041LG | Okaloosa County Wat & Swr, FL | 9707005 | QRep Administrator | 1 | \$ 398.76 |
| 2041LG | Okaloosa County Wat & Swr, FL | 70431 | QRep Catalogs for KI | 1 | \$ 396.19 |
| 2041LG | Okaloosa County Wat & Swr, FL | 80108 | QRep Catalogs for KL | 1 | \$ 383.40 |
| 2041LG | Okaloosa County Wat & Swr, FL | 80258 | QRep Administrator | 1 | \$ 398.76 |
| 2041LG | Okaloosa County Wat & Swr, FL | 80258 | QRep End User | 3 | \$ 1,196.28 |
| 2041LG | Okaloosa County Wat & Swr, FL | 080346-1 | QRep Catalog for CZ | 1 | \$ 396.19 |

6/4/19 Prepared by JB
6/4/19 Sent to Dale Loyd

NOTES: A 5% increase has been applied to your maintenance support for 2019. Please budget accordingly.
Retrofit Mods are subject to change.

The above fees provided are an estimate only and rounding issues do occur; therefore actual fees invoiced are subject to change.

Third party products fees are subject to change by the vendor, please budget accordingly.

These Products will be cancelled effective 9/30/19.

The prorated application will be billed as noted.

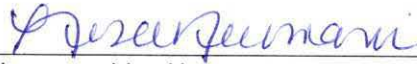

Solutions Agreement

This Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between Superior LLC, a Delaware Limited Liability Company ("**Superion**") and **Okaloosa Water & Sewer, FL** ("**Customer**"), together with Superior, the "**Parties**", and each, a "**Party**".

WHEREAS, Superior licenses and provides access to software applications ("**Solutions**") for its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Solutions and/or receive professional services described herein, and Superior desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

| SUPERION, LLC. | OKALOOSA WATER & SEWER |
|---|--|
| 1000 Business Center Dr. Lake Mary, FL 32746 | 1804 Lewis Turner Blvd. #300 Fort Walton Beach, FL 32547 |
| By:  | By:  |
| Print Name: Lisa Neumann | Print Name: Charles K. Windes, Jr. |
| Print Title: Controller | Print Title: Chairman, Board of County Commissioners |
| Date Signed: September 6, 2019 | Date Signed: |

1. Solution: Public Administration

2. Term.

- 2.1. Initial Term. The Initial Term of this Agreement commences December 1, 2019 and will continue in effect for five (5) years from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").
- 2.2. Renewal Term. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").
- 2.3. Non-Renewal. Either party may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party six (6) months prior to the expiration of the current contract term.

3. Fees. In consideration of the rights and services granted by Superior to Customer under this Agreement, Customer shall make payments to Superior pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Project Cost Summary**").

4. Definitions. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

- 4.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.
- 4.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.
- 4.3. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Solutions has been purchased.
- 4.4. "**Baseline**" means the version of a Solution updated to the particular time in question through Superior's warranty services and maintenance, but without any other modification whatsoever.



- 4.5. "**Component System**" means any one of the Solutions identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.
- 4.6. "**Customer Data**" means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable and not identifiable to Customer.
- 4.7. "**Custom Modification**" means a change that Superior has made at Customer's request to any Component System in accordance with a Superior-generated specification, but without any other changes whatsoever by any Person.
- 4.8. "**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.
- 4.9. "**Defect**" means a material deviation between the Baseline Solution and its Documentation, for which Defect Customer has given Superior enough information to enable Superior to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under Superior's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the Superior-generated specification and documentation for such Custom Modification, and for which Defect Customer has given Superior enough information to enable Superior to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under Superior's control.
- 4.10. "**Documentation**" means any manuals, instructions, or other documents or materials that Superior provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 4.11. "**Enhancements**" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.
- 4.12. "**Harmful Code**" means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement.
- 4.13. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 4.14. "**Maintenance**" means optimization, error correction, modifications, and updates to Vendor Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 ("**Support Standards**").
- 4.15. "**New Releases**" means new editions of a Baseline Component System or Custom Modification.
- 4.16. "**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- 4.17. "**Personal Information**" means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.
- 4.18. "**Professional Services**" means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by Superior.



- 4.19. "**Representatives**" means, with respect to a party, that party's employees, officers, directors, agents, subcontractors, and legal advisors.
- 4.20. "**Superior Personnel**" means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of Superior.
- 4.21. "**Solution(s)**" means the Component Systems, Documentation, Custom Modifications, development work, Vendor Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by Superior or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 4.22. "**Vendor Systems**" means the information technology infrastructure used by or on behalf of Superior to deliver Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Superior or through the use of third-party services.
- 4.23. "**Support Services**" means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.
- 4.24. "**Third-Party Materials**" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to Superior.

5. License, Access & Services.

- 5.1. License Grant. Subject to and conditioned on the payment of Fees and compliance with all other terms and conditions of this Agreement, Superior hereby grants to Customer a non-exclusive, non-sublicenseable, and non-transferable license to the current version of the Solutions outlined in Exhibit 1 at the time of this Agreement's execution.
- 5.2. Access and Scope of Use. Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, Superior hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use.
- 5.3. Delivery. Superior shall deliver by (a) electronic delivery, by posting it on Superior's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method. Physical shipment is on FOB-Superior's shipping point (except with respect to Third-Party Materials, which are FOB-applicable third party shipping point), and electronic delivery is deemed effective at the time Superior provides Customer with access to download the Solutions. The date of such delivery shall be referred to as the "**Delivery Date**."
- 5.4. Documentation License. Superior hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 5.5. Service and System Control. Except as otherwise expressly provided in this Agreement:
- 5.5.1. Superior has and will retain sole control over the operation, provision, maintenance, and management of the Solutions; and
- 5.5.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Solutions, and conclusions, decisions, or actions based on such use.
- 5.6. Limitations. Customer must provide Superior with such facilities, equipment and support as are reasonably necessary for Superior to perform its obligations herein, including if required, remote access to Customer Systems. Superior is not responsible or liable for delay or failure of performance caused in whole or in part by Customer delay or Customer's failure to perform any obligations under this Agreement.
- 5.7. Exceptions. Superior has no obligation to provide Support Services relating to any Defect with the Solutions that, in whole or in part, arise out of or result from any of the following:
- 5.7.1. software, or media on which provided, that is modified or damaged by Customer or third party;



- 5.7.2. any operation or use of, or other activity relating to, the Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;
 - 5.7.3. any negligence, abuse, misapplication, or misuse of the Solutions other than by Superior personnel, including any Customer use of the Solutions other than as specified in the Documentation or expressly authorized in writing by Superior;
 - 5.7.4. any Customer's failure to promptly install any New Releases that Superior has previously made available to Customer;
 - 5.7.5. the operation of, or access to, Customer's or a third party's system, materials or network;
 - 5.7.6. any relocation of the Solutions other than by Superior personnel;
 - 5.7.7. any beta software, software that Superior makes available for testing or demonstration purposes, temporary software modules, or software for which Superior does not receive a fee;
 - 5.7.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).
- 5.8. **Reservation of Rights.** Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Professional Services, Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with Superior and the respective rights holders.
- 5.9. **Changes.** Superior reserves the right, in its sole discretion, to make any changes to the Support Services and Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of Superior's services to its customers, the competitive strength of or market for Superior's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a Superior issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.
- 5.10. **Subcontractors.** Superior may from time to time in its discretion engage third parties to perform Professional Services or Support Services (each, a "**Subcontractor**").
- 5.11. **Security Measures.** The Solutions may contain technological measures designed to prevent unauthorized or illegal use of the Solutions. Customer acknowledges and agrees that: (a) Superior may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce Superior's rights, including all Intellectual Property Rights, in and to the Solutions; (b) Superior may deny any individual access to and/or use of the Solutions if Superior, in its reasonable discretion, believes that person's use of the Solutions would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) Superior may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Solutions.
- 6. Use Restrictions.** Customer shall not, and shall not permit any other Person to, access or use the Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:
- 6.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
 - 6.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
 - 6.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;



- 6.4. input, upload, transmit, or otherwise provide to or through the Vendor Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- 6.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Vendor Systems, or Superior's provision of services to any third party, in whole or in part;
- 6.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
- 6.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable law;
- 6.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to Superior's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted under this Section.

7. Customer Obligations.

- 7.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide Superior Personnel with such access to Customer's premises and Customer Systems as is necessary for Superior to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as Superior may reasonably request to enable Superior to exercise its rights and perform its obligations under and in connection with this Agreement.
- 7.2. Effect of Customer Failure or Delay. Superior is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 7.3. Corrective Action and Notice. If Customer becomes aware of actual or threatened activity prohibited by Section 6, Customer shall, and cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify Superior of any such actual or threatened activity.

8. Professional Services.

- 8.1. Compliance with Customer Policies. While Superior Personnel are performing services at Customer's site, Superior will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to Superior in writing or in advance. Customer shall promptly reimburse Superior for any out-of-pocket costs incurred in complying with such procedures and policies.
- 8.2. Contributed Material. In the process of Superior's performing Professional Services, Customer may, from time to time, provide Superior with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to Superior a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for Superior, Superior's Affiliates and Superior's licensees to make, use, sell and create derivative works of the Contributed Material.

9. Confidentiality.

- 9.1. Confidential Information. "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations. Without limiting the foregoing, Confidential Information of Superior includes the Solutions, all software provided with the Solutions, algorithms, methods, techniques, and processes revealed by the Source Code of the Solutions and any software provided with the Solutions. In connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**").
- 9.2. Exclusions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to being disclosed or made available to the



Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was or is independently developed by the Receiving Party without reference or use of any Confidential Information.

- 9.3. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:
- 9.3.1. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
 - 9.3.2. not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section; and (iii) are bound by written confidentiality or restricted use obligations at least as protective of the Confidential Information as the terms in this Section;
 - 9.3.3. safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care;
 - 9.3.4. ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section.
- 9.4. Compelled Disclosures. If the either Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by law, that Party shall: (a) promptly, and prior to such disclosure, notify the other Party in writing of such requirement so that they can seek a protective order or other remedy or waive its rights under Section .3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.
- 9.5. Trade Secrets. Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section with respect to any Confidential Information that constitutes a trade secret under any applicable law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

10. Security.

- 10.1. Superion will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. Superion will review and test such safeguards on no less than an annual basis.
- 10.2. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices necessary for data privacy, confidentiality, integrity, authorization, authentication, non-repudiation, virus detection and eradication.
- 10.3. To the extent that Authorized Users are permitted to have access to the Solutions, Customer shall maintain reasonable procedures with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of Superion in the Solutions and Documentation, and disclaim any liability or responsibility of Superion with respect to such Authorized Users.

11. Personal Data. If Superion processes or otherwise has access to any personal data or personal information on Customer's behalf when performing Superion's obligations under this Agreement, then:

- 11.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and Superion shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);



- 11.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to Superior so that Superior may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include Superior processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for Superior to provide the Solutions and perform its other obligations under this Agreement; and
- 11.3. Superior shall process personal data and information only in accordance with lawful and reasonable instructions given by Customer and as set out in and in accordance with the terms of this Agreement; and
- 11.4. each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

12. Representations and Warranties.

- 12.1. Software Warranty. Superior warrants to Customer that for a period of twelve (12) months from the Execution Date, the Solutions (as delivered to Customer by Superior and when properly used for the purpose and in the manner specifically authorized by this Agreement), will perform as described in the Documentation in all material respects, including being free from any viruses or Harmful Code.
- 12.2. Professional Services Representation and Warranty. Superior represents, warrants, and covenants to Customer that during the Term, Superior will perform Professional Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Professional Services were performed in violation of this warranty, it will notify Superior within twenty (20) days of service performance describing the issue, together with adequate supporting documentation and data. Upon receipt of such notice, Superior's obligation will be to re-perform the particular Professional Services affected as soon as commercially reasonable at no additional charge.
- 12.3. Support Services Representation and Warranty. Superior represents, warrants, and covenants to Customer that during the Term, Superior will perform the Support Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with both generally recognized industry standards for similar services, and the specific guidance for support found in Exhibit 2, and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Support Services failed to meet this warranty, they will follow their preferred escalation path outlined in the Support Standards below, including receipt of service credit.
- 12.4. **DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, SUPERION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUPERION DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, SUPERION EXPRESSLY DOES NOT WARRANT THAT ANY SOLUTIONS, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SOLUTIONS OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUPERION PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY SUPERION'S WARRANTIES UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.**



13. 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 or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to Superior: **Superion**
 1000 Business Center Dr.
 Lake Mary, FL.
 Phone: 407-304-3235 email: info@Superion.com
 Attention: Contracts Department / General Counsel

If to Customer: **Okaloosa Water & Sewer**
 1804 Lewis Turner Blvd. #300
 Fort Walton Beach, FL 32547
 Phone: _____ email: _____
 Attention: _____

14. Force Majeure.

- 14.1. No Breach or Default. Neither Party will be liable to the other for any failure or delay in fulfilling or performing any term of this Agreement (except for any payment obligation) when and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control (a "**Force Majeure Event**"), including Acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, national or regional emergency, riot or other civil-unrest, labor disruption, acts and omissions of third parties, governmental and judicial action (including embargoes, export or import restrictions) not the fault of the Party failing or delaying in performance.
- 14.2. Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

15. Mutual Indemnification.

- 15.1. Superion Indemnification. Superion shall indemnify, defend, and hold harmless Customer and Customer's officers, elected officials, directors, employees, agents, successors, and assigns from and against any and all losses incurred by or resulting from any Action by a third party (other than an Affiliate of Customer) that Customer's use of the Solutions in accordance with this Agreement infringes or misappropriates such third party's US Intellectual Property Rights, US patents, copyrights, or trade secrets. The foregoing obligation does not apply to the extent that the alleged infringement arises from:
 - 15.1.1. Third-Party Materials or Customer Data;
 - 15.1.2. access to or use of the Solutions in combination with any hardware, system, software, network, or other materials or service not provided or specified for Customer's use in the Documentation;
 - 15.1.3. modification of the Solutions other than: by or on behalf of Superion or with Superion's written approval in accordance with Superion's written specification;
 - 15.1.4. failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of Superion; or
 - 15.1.5. act, omission, or other matter described in Section 15.2 below, whether or not the same results in any Action against or losses by any Superion Indemnitee.
- 15.2. Customer Indemnification. Customer shall indemnify, defend, and hold harmless Superion and its officers, directors, employees, agents, successors, and assigns from and against any and all losses incurred by Superion resulting from any Action by a third party (other than an Affiliate of Superion) that arise out of or result from, or are alleged to arise out of or result from:
 - 15.2.1. Customer Data, including any Processing of Customer Data by or on behalf of Superion in accordance with this Agreement;
 - 15.2.2. Gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement.



15.3. Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified. The party seeking indemnification shall cooperate with the other party at that party's sole cost and expense. The indemnitor shall promptly assume control of the defense and shall employ counsel of its choice that is reasonably acceptable to the indemnitee to handle and defend the same.

15.4. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND SUPERION'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SOLUTIONS OR SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

16. Termination. This Agreement may be terminated:

16.1. For cause by either Party. By written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

16.2. For lack of payment. By written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.

16.3. Budgetary Appropriations. Superior acknowledges that continued performance and funding is dependent upon amounts being budgeted, appropriated, or otherwise legally available to the Customer in the future. Customer represents and warrants to Superior that it has appropriated sufficient funds due to Superior under this Agreement and hereby certifies that it will make appropriate requests for budget appropriations to meet continued obligations herein in subsequent fiscal years. If a funding or budgetary issue arises, Customer agrees to notify Superior as soon as commercially reasonable. If Superior and Customer cannot resolve the funding issue within ninety (90) days, the Agreement will terminate, with Customer to pay Superior any amounts owed for goods and services provided prior to termination of the Agreement.

17. Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

17.1. all rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of and other activities with respect to Superior's Confidential Information relating to the Solutions, and within thirty (30) days deliver to Superior, or at Superior's request destroy and erase Superior's Confidential Information from all systems Customer directly or indirectly controls; and

17.2. all licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to Superior of any kind are immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration, including anything that accrues within those thirty days.

17.3. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Mutual Indemnifications & Limitations of Liability), should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.

17.4. Return of Customer Data. If Customer requests in writing at least 10 days prior to the effective date of expiration or earlier termination of this Agreement, Superior shall within 60 days following such expiration or termination, deliver to Customer in Superior's standard format the then most recent version of Customer Data maintained by Superior, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.

17.5. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("**Deconversion**"), Superior will provide reasonable assistance. Superior and Customer will negotiate in good faith to establish the relative roles and responsibilities of Superior and Customer in effecting Deconversion, as well as the appropriate date for completion. Superior shall be entitled to receive compensation for any additional consultation, software and documentation required for Deconversion on a time and materials basis at Superior's then standard rates.

18. Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Superior's prior written consent, which consent Superior may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Customer (regardless of whether Customer is a surviving or



disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Superior's prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

- 19. 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.
- 20. Arbitration of Disputes.** Any dispute, controversy or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved by final and binding arbitration.
- 20.1. Arbitration Procedure. The claimant shall commence the arbitration by delivering a notice of arbitration to the respondent setting out the nature of the claim(s), the relief requested, and the proposed location. Within thirty (30) days of the receipt of the notice, the respondent shall deliver its answer any counterclaim(s), relief requested, and any proposed change to location. The tribunal shall consist of three (3) arbitrators, appointed as follows: The claimant shall appoint an arbitrator in the request for arbitration and the respondent shall appoint an arbitrator in the answer. The two arbitrators so appointed shall, within thirty (30) days of delivery of the answer, appoint a third arbitrator who shall act as the chair of the tribunal. The tribunal shall decide the procedures in the arbitration after consultation with the parties. The tribunal may make its decisions by a majority. The tribunal shall have the power to grant any provisional or final remedy or relief it deems appropriate, including conservatory measures and an award of attorneys' fees. The parties agree that judgment may be entered upon the award by any court having jurisdiction.
- 21. Jurisdiction and Governing Law.** This Agreement and any dispute or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of the State of Florida excluding choice of law. Each party irrevocably (i) agrees that a County or Circuit Court in the Eighteenth Judicial Circuit, in and for Seminole County, Florida, or the United States District for the Middle District of Florida, shall have exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims) and that such court shall be the proper venue therefor; (ii) waives the right to trial by jury, (iii) consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which the party is to receive notice and (iv) agrees that the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and other legal expenses from the other party.
- 22. Severability.** 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.
- 23. LIMITATIONS OF LIABILITY.**
- 23.1. LIMITED LIABILITY OF SUPERION. SUPERION'S LIABILITY IN CONNECTION WITH THE SERVICES, IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUPERION IN CONNECTION WITH THIS AGREEMENT FOR THE INITIAL TERM OR RENEWAL TERM WHEN THE RELEVANT ACTIONS LEADING TO SUCH LIABILITY AROSE. IN ANY EVENT, SUPERION SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM THE CRIMINAL ACTS OF THIRD PARTIES.
- 23.2. EXCLUSION OF DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUPERION, SUPERION PERSONNEL, SUBCONTRACTORS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY (I) LOSS OF DATA, BUSINESS, REVENUE, PROFIT, GOODWILL, OR REPUTATION, (II) BUSINESS INTERRUPTION, INCREASED COSTS, DIMINUTION IN VALUE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE; AND WHETHER OR NOT SUPERION, SUPERION PERSONNEL, SUBCONTRACTORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.
- 23.3. BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUPERION 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.



- 24. Third-Party Materials.** Customer is hereby advised that Superior provides front-line support services for third parties, but these third parties assumes all responsibility for and liability in connection with the Third-Party Materials. Superior is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that Superior is authorized to represent the fees for the Third-Party Materials as the same is provided for in the Agreement and to accept payment of such amounts from Customer on behalf of the third party for as long as such third party authorizes Superior to do so. As a condition precedent to installing or accessing any Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap EULA or similar agreement provided by the Third-Party Materials provider.
- 25. Entire Agreement; Amendment and Modification.** 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, agreement, or other ordering document issued by Customer at any time for any reason, will not modify or affect this Agreement nor have any other legal effect notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the products or services ordered. 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. Notwithstanding any language to the contrary herein, numbered Add-On Quotes on Superior letterhead issued by authorized Superior representatives and signed by Customer shall constitute an amendment to this Agreement.
- 26. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
- 27. Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 28. Cooperative Purchases.** This Contract may be used by other government agencies. Superior has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between Superior and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.
- 29. Incorporated Exhibits to this Agreement:**
- 29.1. Exhibit 1 – Project Cost Summary
 - 29.2. Exhibit 2 - Maintenance & Support Standards
 - 29.3. Exhibit 3 – Travel Expense Guidelines
 - 29.4. Exhibit 4 – Insurance Requirements
 - 29.5. Exhibit 5 – Scope of Work



EXHIBIT 1

Project Cost Summary

| Term | Annual Access Fees |
|--------------------------------------|---------------------------|
| December 1, 2019 - November 30, 2020 | \$ 98,085.66 |
| December 1, 2020 - November 30, 2021 | \$ 102,989.94 |
| December 1, 2021 - November 30, 2022 | \$ 108,139.44 |
| December 1, 2022 - November 30, 2023 | \$ 113,546.41 |
| December 1, 2023 - November 30, 2024 | \$ 119,223.73 |

| | Applications and/or Services | Start-Up Fee | Annual Access Fee |
|---|---|--------------------------|-------------------------------|
| Existing NaviLine Products (Currently Licensed) | Purchasing/Inventory, Cash Receipts, Work Orders/Facility Management, Contact Management, Land/Parcel Management, Customer Information Systems, Document Management Services, CIS Voice Response Interface-IVR, Delinquency Call Out Listing Interface, CIS IVR Credit Card Interface, QuatreD Financials Bar Code Interface, NaviLine User Interface, Web Enablement, Fusion Proprietary | \$10,000.00 | \$ 98,085.66 |
| Terminating NaviLine Products | QRep Catalogs: CZ,PI, CR, WF, LX, CX, K1, KL | | |
| Existing Third Party Products (Currently Licensed) | Oracle BEA WebLogic Express, AnalyticsNOW | Included in Startup Fees | Included in Annual Access Fee |
| Terminating Third Party Products | QRep Administrator -2, QRep End User - 4 | | |
| Retrofit Modifications | 25 Mods | N/A | Included in Annual Access Fee |
| Horizon Cloud Services | Hardware and software will be hosted and managed by Superior. Site to Site VPN, Setup, Implementation, HELP Card, Disaster Recovery Plan for Superior applications. | Included in Startup Fees | Included in Annual Access Fee |
| NaviLine Test Environment | 2 refreshes per year; \$600 per additional refresh. | Included in Startup Fees | Included in Annual Access Fee |
| Total Proposed System: | | \$ 10,000.00 | \$ 98,085.66 |

***Terminating Products listed above shall be terminated effective December 31, 2019.**

PAYMENT TERMS:

ONE TIME FEES

- a. Start-Up Fees are due: 100% on the Execution Date.

RECURRING FEES

- b. The Annual Access Fee is due December 1, 2019 and annually thereafter.
- c. Annual Support & Maintenance Fees are due as follows:
- i. End Billing with Continued Support. Upon commencement of billing for the Annual Access Fee, Customer acknowledges the termination of the current maintenance billing structure for any legacy products that will be effectively replaced by modules listed in Exhibit 1. Superior shall continue to provide Customer with Maintenance of these products until the transition to a new environment is complete, at which time Maintenance will be terminated.
 - ii. Credit. A credit in the amount of the unused portion of Maintenance paid by Customer, if any, shall be applied towards Customers first Annual Access Fee. The unused portion of paid Maintenance will consist of the amount unused as of Execution Date.

Note: Pricing for Professional Services is a good faith estimate based on the information available to Superior at the time of execution of this Agreement. The total amount that Customer may pay for these services can vary based on the actual number of hours required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to Superior's then-current list price rates for the services at issue.

ANCILLARY FEES

- d. Reimbursement of travel and living expenses will be governed by Exhibit 3 ("**Travel Expense Guidelines**") attached hereto and will be invoiced monthly in arrears and due within thirty (30) days from date of invoice.
- e. Customer is responsible for paying all taxes relating to 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 Superior valid proof of exemption; otherwise, Superior will invoice Customer and Customer will pay to Superior all such tax amounts.
- f. If Customer fails to make any payment when due, then Superior may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly, or, if lower, the highest rate permitted under applicable law; and If such failure continues for 90 days following written notice thereof, Superior may suspend performance or access until past due amounts have been paid.



EXHIBIT 2 Support Standards

1. Superion Cloud Security Program

- 1.1. Access & Continuity. Logical access restrictions include VLAN data segregation, extensive deny-by-default access control lists, and Multi-Factor authentication required for System Administration. Business continuity is prioritized via daily encrypted backup stored offsite, virtual tape backup technology to counter loss of physical media, and full replication to disaster recovery site, with redundancy and availability through multiple carriers.
- 1.2. Security & Monitoring. SSL and IPSEC VPN with 256 bit encryption, web application firewalls, multi-layered infrastructure model with recorded internal and external CCTV, card access control, best of breed HVAC/fire suppression/physical security, and backed by 24-7 x 365 monitoring by a staffed operations facility for: Intrusion detection & prevention, DDOS mitigation, and automated network incident creation and escalation.
- 1.3. Testing, Audits & Compliance. 3rd party internal, external, perimeter vulnerability and penetration testing. Centrally managed patching, OS hardening program, and endpoint protection on all servers. Industry standard compliance includes annual completion of: SSAE18/ISAE Data Center Audit, SSAE18 Operations Audit, PCI-DSS Compliance Audit, Vulnerability Testing & CVSS Audit, and Control Self-Assessment Audit.



2. Service Level Commitments

- 2.1. Target. In each Service Period, the target for availability of the Solutions is 99.9% (“Availability Target”). (“**Service Period**”) means 24 hours per day Monday through Sunday each calendar month that Customer receives the Solutions, excluding Sundays between 12:00 AM and 12:00 PM Eastern Time for scheduled maintenance. During this time, Customers may experience intermittent interruptions. Superion will make commercially reasonable efforts to minimize the frequency and duration of these interruptions and will notify the Customer if the entire maintenance window will be required.
- 2.2. Support Terms. Beginning on the Execution Date and continuing in twelve (12) month increments, each a (“**Support Term**”), Superion shall provide ongoing Support Services described herein, subject to and conditioned on sustained payment of Fees and compliance with all terms and conditions of this Agreement.
- 2.3. Measurement. Service availability is measured as the total time that the Solutions are available during each Service Period for access by Customer (“**Service Availability**”). Service Availability measurement shall be applied to the production environment, and the points of measurement for all monitoring shall be the servers and the Internet connections at Superion’s hosted environment. Superion has technology monitoring,



measuring, and recording Service Availability. The Customer, at their discretion, may also employ monitoring tools, not to override Superior's measurements for the purposes of calculating Service Availability. Additionally, the use must be:

- 2.3.1.1. mutually agreed upon by Superior and the Customer.
- 2.3.1.2. paid, installed and maintained by the Customer.
- 2.3.1.3. non-invasive and may not reside on Superior's systems.

2.4. Calculation. Service Availability for a given month shall be calculated using the following calculation:

2.4.1. The total number of minutes which the service was NOT available in a given month shall be subtracted from the total number of minutes available in the given month. The resulting figure is divided by the total number of minutes available in the given month.

2.4.2. Service Availability Targets are subject to change due to the variance of the number of days in a month.

2.4.3. The total number of minutes which the service was NOT available in a given month shall exclude minutes associated with scheduled or emergency maintenance.

2.5. Remedy. If the Service Period target measurement is not met then the Customer shall be entitled to a credit calculated as follows:

| Service Availability in the relevant Service Period | Percentage Reduction in Monthly Fee for the Subsequent Service Period |
|---|---|
| Less than 99.9% but greater than or equal to 99.0% | 5% |
| Less than 99.0% but greater than or equal to 95.0% | 10% |
| Less than 95% | 20% |

2.6. If not directly reported by Superior, Credit entitlement must be requested by the Customer within sixty (60) days of the failed Target. Superior's failure to meet the relevant service level commitment. Customer shall not be entitled to offset any monthly Solutions fee payments, nor withhold fee payments, on account of a pending credit. Customer shall not be eligible for credits for any period where Customer is more than thirty (30) days past due on their account. Superior will provide reporting, showing performance and service levels.

3. Server Performance & Capacity.

3.1. Superior shall provide sufficient server capacity for the duration of this hosting Agreement to meet the reasonable performance requirements for the number of concurrent system users provided for in this Agreement. If the Customer requests, at some later date, to add additional Solutions, increase user licenses, increase storage or processing requirements, and/or request additional environments, these requests will be evaluated and if additional resources are required to support modifications, additional fees may apply.

3.2. "In-network" is defined as any point between which the data packet enters the Superior environment and subsequently departs the Superior environment. Any point of communications outside of the Superior protected network environment shall be deemed as "out-of-network." Superior is not responsible for Internet connectivity and/or performance out-of-network.

4. System Maintenance.

4.1. Solutions maintenance and upgrades. Superior will provide all hosted systems and network maintenance as deemed appropriate and necessary by Superior. Maintenance and upgrades will be scheduled in advance with the Customer's primary contact if they fall outside of the designated hours set aside for this function of Sundays from 12:00AM to 12:00 PM.

4.2. Hardware maintenance and upgrades. Hardware maintenance and upgrades will be performed outside of the Customer's standard business hours of operation and the Customer will be notified prior to the upgrade.

4.3. Emergency maintenance. 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. Superior will attempt to notify the Customer promptly, however if no contact can be made, Superior management may deem it necessary to move forward with the emergency maintenance.



- 5. Incident Response.** Incidents are defined as interruptions to existing service and can range in priority from urgent to low depending on the impact to the Customer. Superior will make commercially reasonable efforts to respond to Solutions incidents for live production systems using the following guidelines:

| Priority Level | Impact | Description | Performance Target | Minimum Performance Goal % |
|----------------|--------------|--|--|----------------------------|
| 1 | Urgent | An Incident that results in loss of Customer connectivity to all of the Solutions or results in loss, corruption or damage to Customer's Data. | Superior will respond within 1 hour of the issue being reported. | 95% |
| 2 | Critical | An Incident that has an adverse material impact on the performance of the Solutions or materially restricts Customer's day-to-day operations. | Superior will respond within 2 hours of the issue being reported. | 95% |
| 3 | Non-Critical | An Incident that does not result in a failure of the Solutions but a fault exists that restricts the Customer's use of the Solutions. | Superior will respond within 4 hours of the issue being reported. | 95% |
| 4 | Minor | An Incident that does not affect or which has minimal adverse impact on the use of the Solutions. | Superior will respond within 24 hours of the issue being reported. | 95% |

5.1. Measurement. Superior shall track and report on response and resolution time for application and hosting support issues identified by the Customer.

- 6. Disaster Recovery.** Superior provides disaster recovery services for Solutions. The costs for these disaster recovery services are included in the monthly fees. In the event that a disaster renders the Customer's data center inaccessible or rendered non-functional, Superior will provide the ability to connect to the appropriate data center using software provided by Superior. This will allow the Customer to connect to their systems from a remote site to the previously identified critical functions, however functionality may be diminished due to lack of access to hardware and/or software located in the Customer's facilities.
- 7. Exceptions.** Superior shall not be responsible for failure to carry out its service and maintenance obligations under this Agreement if the failure is caused by adverse impact due to:
- 7.1. defectiveness of the Customer's environment, Customer's systems, or due to Customer corrupt, incomplete, or inaccurate data reported to the Solutions, or documented Defect.
 - 7.2. denial of reasonable access to Customer's system or premises preventing Superior from addressing the issue.
 - 7.3. material changes made to the usage of the Solutions by Customer where Superior has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Customer or its subcontractors, of communications links necessary to the proper performance of the Solutions.
 - 7.4. a force majeure event, or the negligence, intentional acts, or omissions of Customer or its agents.
- 8. Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, Superior provides a continuous resolution effort until the issue is resolved.
- 9. Service Requests.** Service requests are new requests that will take less than 8 hours to accomplish. For new requests that require additional time, Superior will prioritize these requests, and determine if extra time is needed to order equipment or software.
- 10. Non-Production Environments.** Superior will make commercially reasonable efforts to provide non-production environment(s) during Customer business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Exhibit.
- 10.1. Maintenance. All forms of maintenance to be performed on non-production environments will follow the exact structure and schedules outlined above in Section 3 for regular System Maintenance.
 - 10.2. Incidents and service requests. Non-production environment incidents are considered priority 3 or 4, dictated by circumstances and will be prioritized and scheduled similar to production service requests.



11. Responsibility Summary Matrix.

| Responsibility Summary Matrix | | |
|---|-------------------------|-------------------------|
| Description | Superion Responsibility | Customer Responsibility |
| ASP Server Hardware management | X | |
| ASP Server File system management | X | |
| ASP Server OS upgrades and maintenance | X | |
| ASP Database product upgrades and maintenance | X | |
| ASP 3 rd Party product upgrades and maintenance | X | |
| Application Update Installation | | |
| Request to install application updates | | X |
| Installation of application updates | X | |
| ASP Backup Management | X | |
| Data and or File restoration | | |
| Request to restore data and or files | | X |
| Restoration of data and or files | X | |
| Network | | |
| ASP Network up to and including the router at Superion's location | X | |
| ASP Router at Customer's location | X | |
| Customer's network up to the router at Customer's location | | X |
| Customer Workstations | | X |
| System Performance | X | X |
| Add/Change users | | |
| User add/change requests | | X |
| User add/change implementation for System Access | X | |
| User add/change implementation for Solutions | | X |
| Add/Change Printers | | |
| Printer add/change requests | | X |
| Printer add/change implementation on ASP network | X | |
| Printer add/change implementation for Solutions | | X |
| Disaster Recovery | X | |
| Password Management | X | X |
| Application Management | | |
| Application Configuration | | X |
| Application Security Management | | X |
| Accuracy and Control of Data | | X |
| Security | | |
| Intrusion and Penetration Testing | X | |

- 12. Virtual Private Network (VPN) Concentrator.** If Customer's desired system configuration requires the use of a VPN concentrator, including router, this will be provided by Superion. It will reside at Customer's location but is, and shall remain the property of Superion.
- 13. Customer Cooperation.** Customer may be asked to perform problem determination activities as suggested by Superion. Problem determination activities may include capturing error messages, documenting steps taken and collecting configuration information. Customer may also be requested to perform resolution activities including, for example, modification of processes. Customer agrees to cooperate with such requests, if reasonable.
- 14. Training.** Outside the scope of training services purchased, if any, Customer is responsible for the training and organization of its staff in the operation of the Solutions.
- 15. Development Work.** The Support Standards do not include development work either (i) on software not licensed from Superion or (ii) development work for enhancements or features that are outside the documented functionality of the Solutions, except such work as may be specifically purchased and outlined in Exhibit 1. Superion retains all Intellectual Property Rights in development work performed and Customer may request consulting and development work from Superion as a separate billable service.



16. Telephone Support & Support Portal

- 16.1. Hours. Superior shall provide to Customer, Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9"). Superior shall provide to Customer, during the Support Hours, commercially reasonable efforts in solving errors reported by the Customer as well as making available an online support portal. Customer shall provide to Superior reasonably detailed documentation and explanation, together with underlying data, to substantiate errors and to assist Superior in its efforts to diagnose, reproduce and correct the error. This support shall be provided by Superior at Customer location(s) if and when Superior and Customer agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Solutions or an act or omission of Superior, then Customer shall pay for Superior's investigation and related services at Superior's standard professional services rates. Customer must provide Superior with such facilities, equipment and support as are reasonably necessary for Superior to perform its obligations under this Agreement, including remote access to the Specified Configuration
- 16.2. Releases. Customer shall promptly install and/or use any Release provided by Superior to avoid or mitigate a performance problem or infringement claim. All modifications, revisions and updates to the Solutions shall be furnished by means of new Releases of the Solutions and shall be accompanied by updates to the Documentation whenever Superior determines, in its sole discretion, that such updates are necessary.
- 16.3. Case Number. Measured from the moment a Case number is created. As used herein a "Case number" is created when a) a Superior support representative has been directly contacted by Customer either by phone, in person, or through Superior's online support portal, and b) when Superior's support representative assigns a case number and conveys that case number to the Customer.



EXHIBIT 3

Travel Expense Guidelines

Superion will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the Superion Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – Superion will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, Superion shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING – Superion will use the most reasonable accommodations possible, dependent on the city. All food items, movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more Superion employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. Superion shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the Superion auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – Superion staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem. Subject to change due to cost of living.



EXHIBIT 4

Minimum Insurance Requirements

- **Workers' Compensation**, statutory limits, and Employer's Liability with limits no less than \$1,000,000.
- **Commercial General Liability insurance**, covering bodily injury and property damage liability, products & completed operations, with minimum limits \$1,000,000 each occurrence for bodily injury and property damage, \$2,000,000 general aggregate.
- **Business Auto Liability insurance**, covering any vehicle used by vendor in performance of work for Superior or around Superior's premises. Limits no less than \$1,000,000 each accident.
- **Cyber Liability Insurance**, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.



CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08-24-2018

Contract/Lease Control #: C89-0067-WS

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: SUPERION, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/12/2017

Expiration Date: 09/30/2019

Description of Contract/Lease: SOFTWARE LICENSE & SERVICE AGREEMENT

Department: WS

Department Monitor: LITTRELL

Monitor's Telephone #: 850-651-7195

Monitor's FAX # or E-mail: JLITTRELL@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C89-0067WS Tracking Number: 3073-18
Procurement/Contractor/Lessee Name: Superior Grant Funded: YES ___ NO X
Purpose: Amendment/Renewal
Date/Term: 9-30-19
Amount: \$59,685.96
Department: WS
Dept. Monitor Name: Littell

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
White Moon Date: 7-31-18
Purchasing Manager or designee Jeff Hyde, DeRita Mason

2CFR Compliance Review (if required)

Approved as written: no federal \$ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: Krystal King Date: 8-1-18
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached Date: 8-7-18
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received: _____ Date: _____
Finance Manager or designee

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, August 07, 2018 9:13 AM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: C89-0067-WS Renewal/Amendment

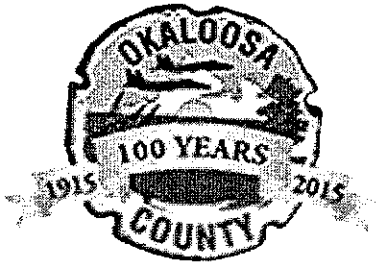
This is approved for legal purposes.

From: DeRita Mason [mailto:dmason@myokaloosa.com]
Sent: Tuesday, July 31, 2018 2:22 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: C89-0067-WS Renewal/Amendment

Please review the attached. The insurance language and federal language has been added in a previous email.

Thank you,

DeRita



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

**6TH AMENDMENT AND RENEWAL TO CONTRACT C89-0067-WS
SUPERION, LLC
SOFTWARE LICENSE AND SERVICE SUPPORT**

This 6th Amendment and Renewal made and entered into this 21st day of August, 2018, hereby amends contract C89-0067-WS, dated November 29, 1988, by and between Okaloosa County, Florida, (hereinafter the "County") and Superion, LLC (hereinafter the "Contractor").

WHEREAS, on November 29, 1988, the County and Contractor entered into a contract, C89-0067-WS, which software license and service support; and

WHEREAS, this term of C89-0067-WS shall expire on September 30, 2018, however the contract provides for yearly renewals; and

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend and renew C89-0067-WS as follows:

1. C89-0067-WS is hereby amended for an additional one year term. The contract renewal period shall begin October 1, 2018 and will expire September 30, 2019.
2. The annual budgeted amount of the contract is \$59,685.96 and has been budgeted for FY2019 in expense account 4101-546900. The 2018-2019 rate sheet is attached.
3. All other provisions of the Contract shall remain in full force and effect through the duration of the renewal.

IN WITNESS WHEREOF, the parties hereto have executed this renewal and amendment as of the day and year first written.

SUPERION, LLC

[Signature]
Signature

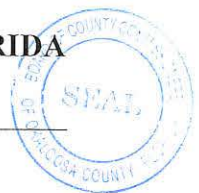
Lisa Neumann
Print Name

Date: August 9, 2018

OKALOOSA COUNTY, FLORIDA

[Signature]
Graham W. Fountain, Chairman

Date: 8/21/18



**CONTRACT#: C089-0067-WS
SUPERION, LLC
SOFTWARE LICENSE & SERVICE AGREEMENT
EXPIRES: 09/30/2019**

| Code | Customer | Contract # | Application | Qty | 10/1/17-9/30/18 | 10/1/18-9/30/19 |
|--------------|-------------------------------|------------|---|-----|---------------------|---------------------|
| 2041LG | Okaloosa County Wat & Swr, FL | 070431 | QRep Catalogs for KI | 1 | \$ 377.32 | \$ 396.19 |
| 2041LG | Okaloosa County Wat & Swr, FL | 070717 | CIS Voice Response Interface | 1 | \$ 1,752.66 | \$ 1,840.29 |
| 2041LG | Okaloosa County Wat & Swr, FL | 070717 | Delinquency Call Out Listing Interface | 1 | \$ 742.46 | \$ 779.58 |
| 2041LG | Okaloosa County Wat & Swr, FL | 070717 | Selectron Credit Card Payment I/F - CIS | 1 | \$ 742.46 | \$ 779.58 |
| 2041LG | Okaloosa County Wat & Swr, FL | 080108 | QRep Catalogs for KL | 1 | \$ 365.14 | \$ 383.40 |
| 2041LG | Okaloosa County Wat & Swr, FL | 080258 | QRep Administrator | 1 | \$ 379.77 | \$ 398.76 |
| 2041LG | Okaloosa County Wat & Swr, FL | 080258 | QRep End User | 3 | \$ 1,139.31 | \$ 1,196.28 |
| 2041LG | Okaloosa County Wat & Swr, FL | 080670 | Bar Code Interface for Financials (QF) | 1 | \$ 2,628.99 | \$ 2,760.44 |
| 2041LG | Okaloosa County Wat & Swr, FL | 080346-1 | QRep Catalog for CZ | 1 | \$ 377.32 | \$ 396.19 |
| 2041LG | Okaloosa County Wat & Swr, FL | 9707005 | QRep Administrator | 1 | \$ 379.77 | \$ 398.76 |
| 2041LG | Okaloosa County Wat & Swr, FL | 9707005 | QRep End User | 1 | \$ 379.77 | \$ 398.76 |
| 2041LG | Okaloosa County Wat & Swr, FL | 9707005 | Retrofit Modification Option | 15 | \$ 1,500.00 | \$ 1,500.00 |
| 2041LG | Okaloosa County Wat & Swr, FL | 9707005 | QRep Catalogs for CR, PI, LX, CX & WF. | 5 | \$ 1,886.60 | \$ 1,980.93 |
| 2041LG | Okaloosa County Wat & Swr, FL | 20020358 | NAVI-DMS - Document Management Services | 1 | \$ 1,235.38 | \$ 1,297.15 |
| 2041LG | Okaloosa County Wat & Swr, FL | 20020358 | NAVI- Cash Receipts | 1 | \$ 2,336.88 | \$ 2,453.72 |
| 2041LG | Okaloosa County Wat & Swr, FL | 20020358 | NAVI-PURCHASING INVENTORY | 1 | \$ 6,024.75 | \$ 6,325.99 |
| 2041LG | Okaloosa County Wat & Swr, FL | 20020358 | Naviline-Land/Parcel Management | 1 | \$ 3,846.11 | \$ 4,038.42 |
| 2041LG | Okaloosa County Wat & Swr, FL | 20020358 | NAVI- WorkOrders/Fac Mgmt. | 1 | \$ 6,608.97 | \$ 6,939.42 |
| 2041LG | Okaloosa County Wat & Swr, FL | 20020358 | NAVI - Customer Information Systems | 1 | \$ 16,419.00 | \$ 17,239.95 |
| 2041LG | Okaloosa County Wat & Swr, FL | 20020358 | NAVI - Contact Management | 1 | \$ 6,438.58 | \$ 6,760.51 |
| Total | | | | | \$ 55,561.24 | \$ 58,264.30 |

| Code | Customer | Contract # | Application | Qty | 6/1/19-5/31/20 | Prorate 4 Mos. 6/1/19-9/30/19 |
|--------------|-------------------------------|------------|-------------------------|-----|------------------|----------------------------------|
| 2041LG | Okaloosa County Wat & Swr, FL | Q-00004661 | Naviline Web Enablement | 1 | \$ 520.00 | \$ 173.33 |
| Total | | | | | \$ 520.00 | \$ 173.33 |

| Code | Customer | Contract # | Application | Qty | 6/1/18-5/31/19 | Prorate 4 Mos. 6/1/19-9/30/19 |
|--------------|-------------------------------|------------|-----------------------------|-----|--------------------|----------------------------------|
| 2041LG | Okaloosa County Wat & Swr, FL | Q-00004661 | Superior Fusion Proprietary | 1 | \$ 3,500.00 | \$ 1,248.33 |
| Total | | | | | \$ 3,500.00 | \$ 1,248.33 |

| Code | Customer | Contract # | Application | Qty | Cxl |
|--------|-------------------------------|------------|--------------------------------|-----|-------------|
| 2041LG | Okaloosa County Wat & Swr, FL | 20030526 | Click2Gov CIS | 1 | \$ 3,724.39 |
| 2041LG | Okaloosa County Wat & Swr, FL | 20030526 | Click2Gov Core Module Embedded | 1 | \$ 1,351.00 |
| 2041LG | Okaloosa County Wat & Swr, FL | 111341 | SunGard Transaction Manager | 1 | \$ - |

7/3/18 Prepared by JB
7/3/18 Sent to Robert Holt

NOTE:

A 5% increase will be applied to your maintenance in 2018.
An estimated 7% increase has been applied to your maintenance support for 2019. Once determined, the fees will be adjusted. Please budget accordingly.

Retrofit Mods subject to change.

The prorated applications will be billed as noted.

The above fees provided are an estimate only and rounding issues do occur; therefore actual fees invoiced are subject to change.

**5TH AMENDMENT TO CONTRACT C89-0067-WS
SUPERION, LLC
SOFTWARE LICENSE AND SERVICE SUPPORT**

This 5th Amendment made and entered into this 15th day of May, 2018, hereby amends contract C89-0067-WS, dated November 29, 1988, by and between Okaloosa County, Florida, (hereinafter the "County") and Superion, LLC (hereinafter the "Contractor").

WHEREAS, on November 29, 1988, the County and Contractor entered into a contract, C89-0067-WS, which software license and service support; and

WHEREAS, the County and Contractor wish to remove a line item NAVI-GMBA w/Extended Reporting from the current rate sheet, those services are no longer being provided to the County; and

WHEREAS, the County, as a recipient of federal assistance, is required to incorporate specific provisions in all contracts, regardless of funding source, with additional provisions being required for federally funded projects. These provisions are being incorporated per this amendment attached hereto as Exhibit "A"; and

WHEREAS, the parties wish to amend the contract to add new and updated general services insurance requirements attached hereto as Exhibit "B".

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend C89-0067-WS as follows:

1. C89-0067-WS is hereby amended to reflect the following changes to the term of the contract. Line item-NAVI-GMBA w/Extended Reporting will be removed from the rate sheet. The amount to be removed with said line item is \$10,071.68.
2. Contractor agrees to comply with all federal regulations, including, but not limited to those set forth in Exhibit "A", and incorporated herein.
4. C89-0067-WS is hereby amended to add updated general services insurance requirements attached hereto as Exhibit "B"; and incorporated herein.
5. All other provisions of the Contract shall remain in full force and effect through the duration of the renewal.

**Contract # C89-0067-WS
SUPERION, LLC
SOFTWARE LICENSE & SERVICE AGREEMENT
EXPIRES: 09/30/2018**

IN WITNESS WHEREOF, the parties hereto have executed this renewal and amendment as of the day and year first written.

SUPERION, LLC

BS
Signature

BRAD SURMINSKY
Print Name

Date: 03/26/18

OKALOOSA COUNTY, FLORIDA

[Signature]
Graham W. Fountain, Chairman



Date: 5/15/18



CERTIFICATE OF LIABILITY INSURANCE

6/20/2019

DATE (MM/DD/YYYY)

7/6/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000 | CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ | | | | | | | | | | | | | | |
|--|--|--|-------------------------------|--------|--|-------|---|-------|--|-------|-------------|--|-------------|--|-------------|
| | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td>INSURER B : The Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C : Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : National Fire Insurance Co of Hartford | 20478 | INSURER B : The Continental Insurance Company | 35289 | INSURER C : Valley Forge Insurance Company | 20508 | INSURER D : | | INSURER E : | | INSURER F : |
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| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |
| INSURED 1424762 Superior, LLC 1000 BUSINESS CENTER DR. Lake Mary FL 32746 | | | | | | | | | | | | | | | |


COVERAGES RAMHO01 **CERTIFICATE NUMBER:** 14753081 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD | WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|----------------|-----|-------------------------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____ | Y | N | 6045933018 | 6/20/2018 | 6/20/2019 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| C | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY Comp. Ded \$100K Coll. Ded. \$1,000 | N | N | 6045933004 | 6/20/2018 | 6/20/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | NOT APPLICABLE | | | EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX |
| B B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 6045933021 (CA) 6045933035 (AOS) | 6/20/2018 6/20/2018 | 6/20/2019 6/20/2019 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 Okaloosa County is an Additional Insured with respect to liability arising out of the operations of the insured and to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

189-0067-WS

| | |
|--|---|
| CERTIFICATE HOLDER 14753081 Okaloosa County 5479A Old Bethel Road, Crestview FL 32536 | CANCELLATION See Attachment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|---|

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CNA Technology General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs A. through K. below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**, for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through K. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a Named Insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury arising out of:

1. such person or organizations financial control of a Named Insured; or
2. premises such person or organization owns, maintains or controls while a Named Insured leases or occupies such premises; provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury, property damage or personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional

insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

b. the construction, erection, or removal of elevators; or

c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:

a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf, in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade

show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or **property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:

a. bodily injury or property damage for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;

b. any express warranty unauthorized by the **Named Insured**;

c. any physical or chemical change in any product made intentionally by such person or organization;

d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;

g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or

h. bodily injury or property damage arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) the exceptions contained in Subparagraphs **d.** or **f.** above; or

(2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

3. This Paragraph **J.** also does not apply:

a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;

b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor

c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs **A.** through **J.** above. Such additional insured is an **Insured** solely for **bodily injury, property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**; nor

2. for **bodily injury** or **property damage** included within the **products-completed operations hazard** except to the extent all of the following apply:

a. this **Coverage Part** provides such coverage;

b. the written contract or agreement described in the opening paragraph of this **ADDITIONAL INSUREDS** Provision requires the **Named Insured** to provide the additional insured such coverage;
and

c. the **bodily injury** or **property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named Insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1.K.** of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death,

humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** Condition is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**, qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage**

Part.

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:

a. **bodily injury or property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury or property damage** resulting from the use of reasonable force to protect persons or property.

8. IN REM ACTIONS

A quasi *in rem* action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. **DEFINITIONS** is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

- the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;
when such **bodily injury** arises out of a **health care incident**.

• the **Named Insured's** **volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to:

- the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in the Declarations; nor
- the conduct of a current or past limited liability company in which a **Named Insured's** interest does/did not rise to the level of management control;

except that if the **Named Insured** was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the

policy period, then such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY – DAMAGE TO PREMISES

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph **(6)** of the **Damage to Property** exclusion and replace it with the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

C. **LIMITS OF INSURANCE** is amended to delete Paragraph **6.** (the Damage To Premises Rented To You Limit) and replace it with the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage** to:

- a. any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and
- b. contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is \$500,000. unless a different Damage to Premises Rented to You Limit is shown in the Declarations.

D. The **Other Insurance** Condition is amended to delete Paragraph **b.(1)(a)(ii)**, and replace it with the following:

(ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

E. This Provision 11. does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

12. MEDICAL PAYMENTS

A. **LIMITS OF INSURANCE** is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: @@@@; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

- (b) The expenses are incurred and reported to the Insurer within three years of the date of the accident;
and
This Paragraph B. does not apply to medical expenses incurred in the state of Missouri.

13. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled

Exclusions is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES, Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision **1. ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

(1) that the **Insured** would have in the absence of the contract or agreement; or

(2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:

(a) liability to such party for, or for the cost of, that party's defense has also been assumed in such **insured contract**; and

(b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.

B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the definition of **insured contract** in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the

interests
of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph **e.(2)** of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages for personal and advertising injury** and will not reduce the limits of insurance.

D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

17. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraphs **(3)** and **(4)** of the Exclusion entitled **Damage to Property**, but only with respect to patterns, molds or dies that are in the care, custody or control of the **Insured**, and only if such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of \$25,000 per **policy period** applies to this **PROPERTY DAMAGE - PATTERNS MOLDS AND DIES** coverage,

and this limit:

A. is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE**; and

B. applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

21. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Exhibit "A"

Standard Contract Clauses

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract

sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text.

Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3)

business days after the date of hire (but see paragraph (b)(3) of this section;
or

ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 2986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
 - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

(1) Is for-

(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,500; and

(3) Includes work performed in the United States.

EXHIBIT "B"

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 02/8/2018

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site

connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability

- 4.) Contractual Liability
- 5.) Products and Completed Operations Liability

4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

| | <u>LIMIT</u> |
|------------------------------------|--|
| 1. Worker’s Compensation | |
| 1.) State | Statutory |
| 2.) Employer’s Liability | \$500,000 each accident |
| 2. Business Automobile | \$1M each occurrence (A combined single limit) |
| 3. Commercial General Liability | \$1M each occurrence for Bodily Injury & Property Damage \$1M each occurrence Products and completed operations |
| 4. Personal and Advertising Injury | \$1M each occurrence |

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor’s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

Note: For Contractor’s convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation; ten (10 days' notice if cancellation is for nonpayment of premium).
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject any deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C89-0067-WS Tracking Number: 2940-18
Procurement/Contractor/Lessee Name: Superim, LLC Grant Funded: YES ___ NO X
Purpose: Amendment
Date/Term: 9-30-18
Amount: 70,000
Department: WS
Dept. Monitor Name: Littell

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
[Signature] Date: 3-5-18
Purchasing Director or designee Greg Kisela, Jeff Hyde, DeRita Mason, Matthew Young

2CFR Compliance Review (if required)

Approved as written: Software exempt per Section 22 & 23 of Purchasing Manual Date: 3/5/2018
[Signature] Renee Biby (p.34)
Grants Coordinator

Risk Management Review

Approved as written:
[Signature] Date: 3-6-18
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached Date: 3-6-18
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received:

Finance Manager or designee Date: _____

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, March 05, 2018 1:48 PM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: Superior, LLC Amendment-C89-0067-WS

The fifth Amendment to the above referenced contract is approved for legal purposes.

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]
Sent: Monday, March 05, 2018 2:20 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: Superior, LLC Amendment-C89-0067-WS

Please review the attached.

Thank you,

DeRita



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@co.okaloosa.fl.us

"Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure."

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



| Code | Customer | Contract # | Application | Qty | 10/1/16-9/30/17 | 10/1/17-9/30/18 |
|--------------|-------------------------------|------------|---|-----|---------------------|---------------------|
| 2041LG | Okaloosa County Water & Sewer | 9707005 | QRep Administrator | 1 | \$ 361.69 | \$ 379.77 |
| 2041LG | Okaloosa County Water & Sewer | 9707005 | QRep End User | 1 | \$ 361.69 | \$ 379.77 |
| 2041LG | Okaloosa County Water & Sewer | 9707005 | Retrofit Modification Option | 15 | \$ 1,500.00 | \$ 1,500.00 |
| 2041LG | Okaloosa County Water & Sewer | 20020358 | NAVI-DMS - Document Management Services | 1 | \$ 1,176.55 | \$ 1,235.38 |
| 2041LG | Okaloosa County Water & Sewer | 20020358 | NAVI- Cash Receipts | 1 | \$ 2,225.60 | \$ 2,336.88 |
| 2041LG | Okaloosa County Water & Sewer | 20020358 | NAVI-PURCHASING INVENTORY | 1 | \$ 5,737.88 | \$ 6,024.75 |
| 2041LG | Okaloosa County Water & Sewer | 20020358 | Navilms-Land/Parcel Management | 1 | \$ 3,662.96 | \$ 3,848.11 |
| 2041LG | Okaloosa County Water & Sewer | 20020358 | NAVI- WorkOrders/Fac Mgmt. | 1 | \$ 6,294.26 | \$ 6,608.97 |
| 2041LG | Okaloosa County Water & Sewer | 20020358 | NAVI - Customer Information Systems | 1 | \$ 15,637.14 | \$ 16,419.00 |
| 2041LG | Okaloosa County Water & Sewer | 20020358 | NAVI - Contact Management | 1 | \$ 6,131.98 | \$ 6,438.58 |
| 2041LG | Okaloosa County Water & Sewer | 20030526 | Click2Gov Core Module Embedded | 1 | \$ 1,286.67 | \$ 1,361.00 |
| 2041LG | Okaloosa County Water & Sewer | 20030526 | Click2Gov CIS | 1 | \$ 3,547.04 | \$ 3,724.39 |
| 2041LG | Okaloosa County Water & Sewer | 9707005 | QRep Catalogs for CR, PI, LX, CX & WF. | 5 | \$ 1,796.75 | \$ 1,886.59 |
| 2041LG | Okaloosa County Water & Sewer | 20040234 | NAVI - GMBA w/Extended Reporting | 1 | \$ 9,592.08 | \$ 10,071.68 |
| 2041LG | Okaloosa County Water & Sewer | 070431 | QRep Catalogs for KI | 1 | \$ 359.35 | \$ 377.32 |
| 2041LG | Okaloosa County Water & Sewer | 070717 | CIS Voice Response Interface | 1 | \$ 1,669.20 | \$ 1,752.66 |
| 2041LG | Okaloosa County Water & Sewer | 070717 | Delinquency Call Out Listing Interface | 1 | \$ 707.10 | \$ 742.46 |
| 2041LG | Okaloosa County Water & Sewer | 070717 | Selectron Credit Card Payment WF - CIS | 1 | \$ 707.10 | \$ 742.46 |
| 2041LG | Okaloosa County Water & Sewer | 080108 | QRep Catalogs for KL | 1 | \$ 347.75 | \$ 365.14 |
| 2041LG | Okaloosa County Water & Sewer | 080250 | QRep Administrator | 1 | \$ 361.69 | \$ 379.77 |
| 2041LG | Okaloosa County Water & Sewer | 080250 | QRep End User | 3 | \$ 1,085.07 | \$ 1,139.32 |
| 2041LG | Okaloosa County Water & Sewer | 080570 | Bar Code Interface for Financials (GF) | 1 | \$ 2,603.80 | \$ 2,628.99 |
| 2041LG | Okaloosa County Water & Sewer | 08345-1 | QRep Catalog for CZ | 1 | \$ 359.35 | \$ 377.32 |
| Total | | | | | \$ 67,412.88 | \$ 70,708.01 |

| Code | Customer | Contract # | Application | Qty | TBD |
|--------|-------------------------------|------------|-----------------------------|-----|------|
| 2041LG | Okaloosa County Water & Sewer | 111341 | SunGard Transaction Manager | 1 | \$ - |

6/1/17 Prepared by JB
6/1/17 Sent to Toni Sweet

NOTES: A 5% increase will be applied to your maintenance in 2017.
Retrofit Mods subject to change.
The above fees provided are an estimate only and rounding issues do occur; therefore actual fees invoiced are subject to change.

RENEWAL AND FOURTH AMENDMENT TO CONTRACT C89-0067-WS
Sungard Public Sector/Software License & Service Agreement

This Renewal and Fourth Amendment made and entered into this 12th day of July, 2017, hereby renews and amends contract C89-0067-WS, dated November 29, 1988, by and between Okaloosa County, Florida, (hereinafter the "County") and Sungard Public Sector, Inc. (hereinafter the "Contractor").

WHEREAS, on November 29, 1988, the County and Contractor entered into a contract, C89-0067-WS, which provides Software license & service support; and

WHEREAS, this term of C89-0067-WS shall expire on September 30, 2017, however the contract provides for yearly auto renewals; and

WHEREAS, Vista Equity Partners acquired Sungard Public Sector on February 1, 2017; and

WHEREAS, as part of this acquisition Sungard Public Sector changed its name to Superior, LLC; and

WHEREAS, the parties desire to amend the contract to add the updated Okaloosa County General Services Insurance Requirements revised June 12, 2017.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to renew and amend C89-0067-WS as follows:

1. C89-0067-WS is hereby renewed for an additional one year term. The contract renewal period shall begin October 1, 2017 and will expire September 30, 2018.
2. The annual budgeted amount for this contract is \$70,708.31 and has been budgeted for FY2018 in expense account 411-4101-546900. The 2017-2018 rate sheet is attached.
3. C89-0087-WS is hereby amended to change the name of the Contractor from Sungard Public Sector, LLC to Superior, LLC.
4. C89-0087-WS is amended to include the updated Okaloosa County General Services Insurance Requirements revised June 12, 2017, attach as Exhibit C.
5. All other provisions of the Contract shall remain in full force and effect through the duration of the renewal.

(This area has been left intentionally blank.)

IN WITNESS WHEREOF, the parties hereto have executed this renewal and amendment as of the day and year first written.

SUPERION, LLC.

[Signature]

By: Tom Amburgey, VP Public Admin

Date: 6/26/17

OKALOOSA COUNTY, FLORIDA

[Signature]
Carolyn N. Ketchel, Chairman

Date: 12 July 2017



ATTEST:

[Signature]
J.D. Peacock II, Clerk



EXHIBIT C

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 06/12/17

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Contractor.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Contractor, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Contractor to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.

9. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
10. All insurance policies shall include a clause to provide 30 days written notice to Okaloosa County for any changes, cancellations or non-renewal of the policy, with the exception of 10 day notice for cancellation due to non-payment of premium. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits

of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Products and Completed Operations Liability
5. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

| | <u>LIMIT</u> |
|------------------------------------|--|
| 1. Worker’s Compensation | |
| 1.) State | Statutory |
| 2.) Employer’s Liability | \$100,000 each accident |
| 2. Business Automobile | \$1,000,000 each occurrence (A combined single limit) |
| 3. Commercial General Liability | \$1,000,000 each occurrence (A combined single limit) |
| 4. Personal and Advertising Injury | \$250,000 |

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor’s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the

Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.



| Code | Customer | Contract # | Application | Qty | 10/1/16-9/30/17 | 10/1/17-9/30/18 |
|--------------|-------------------------------|------------|---|-----|---------------------|---------------------|
| 2041LG | Okaloosa County Water & Sewer | 9707005 | QRep Administrator | 1 | \$ 361.69 | \$ 379.77 |
| 2041LG | Okaloosa County Water & Sewer | 9707005 | QRep End User | 1 | \$ 361.69 | \$ 379.77 |
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| 2041LG | Okaloosa County Water & Sewer | 20020358 | NAVI-DMS - Document Management Services | 1 | \$ 1,176.55 | \$ 1,235.38 |
| 2041LG | Okaloosa County Water & Sewer | 20020358 | NAVI- Cash Receipts | 1 | \$ 2,225.60 | \$ 2,336.88 |
| 2041LG | Okaloosa County Water & Sewer | 20020358 | NAVI-PURCHASING INVENTORY | 1 | \$ 5,737.86 | \$ 6,024.75 |
| 2041LG | Okaloosa County Water & Sewer | 20020358 | Naviline-Land/Parcel Management | 1 | \$ 3,662.96 | \$ 3,846.11 |
| 2041LG | Okaloosa County Water & Sewer | 20020358 | NAVI- WorkOrders/Fac Mgmt. | 1 | \$ 6,294.26 | \$ 6,608.97 |
| 2041LG | Okaloosa County Water & Sewer | 20020358 | NAVI - Customer Information Systems | 1 | \$ 15,637.14 | \$ 16,419.00 |
| 2041LG | Okaloosa County Water & Sewer | 20020358 | NAVI - Contact Management | 1 | \$ 6,131.98 | \$ 6,438.58 |
| 2041LG | Okaloosa County Water & Sewer | 20030526 | Click2Gov Core Module Embedded | 1 | \$ 1,286.67 | \$ 1,351.00 |
| 2041LG | Okaloosa County Water & Sewer | 20030526 | Click2Gov CIS | 1 | \$ 3,547.04 | \$ 3,724.39 |
| 2041LG | Okaloosa County Water & Sewer | 9707005 | QRep Catalogs for CR, PI, LX, CX & WF. | 5 | \$ 1,796.75 | \$ 1,886.59 |
| 2041LG | Okaloosa County Water & Sewer | 20040234 | NAVI - GMBA w/Extended Reporting | 1 | \$ 9,592.08 | \$ 10,071.68 |
| 2041LG | Okaloosa County Water & Sewer | 070431 | QRep Catalogs for KI | 1 | \$ 359.35 | \$ 377.32 |
| 2041LG | Okaloosa County Water & Sewer | 070717 | CIS Voice Response Interface | 1 | \$ 1,669.20 | \$ 1,752.66 |
| 2041LG | Okaloosa County Water & Sewer | 070717 | Delinquency Call Out Listing Interface | 1 | \$ 707.10 | \$ 742.46 |
| 2041LG | Okaloosa County Water & Sewer | 070717 | Selectron Credit Card Payment I/F - CIS | 1 | \$ 707.10 | \$ 742.46 |
| 2041LG | Okaloosa County Water & Sewer | 080108 | QRep Catalogs for KL | 1 | \$ 347.75 | \$ 365.14 |
| 2041LG | Okaloosa County Water & Sewer | 080258 | QRep Administrator | 1 | \$ 361.69 | \$ 379.77 |
| 2041LG | Okaloosa County Water & Sewer | 080258 | QRep End User | 3 | \$ 1,085.07 | \$ 1,139.32 |
| 2041LG | Okaloosa County Water & Sewer | 080670 | Bar Code Interface for Financials (QF) | 1 | \$ 2,503.80 | \$ 2,628.99 |
| 2041LG | Okaloosa County Water & Sewer | 08346-1 | QRep Catalog for CZ | 1 | \$ 359.35 | \$ 377.32 |
| Total | | | | | \$ 67,412.68 | \$ 70,708.31 |

| Code | Customer | Contract # | Application | Qty | TBD |
|--------|-------------------------------|------------|-----------------------------|-----|------|
| 2041LG | Okaloosa County Water & Sewer | 111341 | SunGard Transaction Manager | 1 | \$ - |

6/1/17 Prepared by JB
6/1/17 Sent to Toni Sweat

NOTES: A 5% increase will be applied to your maintenance in 2017.
Retrofit Mods subject to change.
The above fees provided are an estimate only and rounding issues do occur; therefore actual fees invoiced are subject to change.



7434
CA # 30

BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: July 11, 2017
TO: Honorable Chairman and Members of the Board
FROM: Jeff Littrell
SUBJECT: SunGard Public Sector - Contract Renewal and Amendment #4 Approval for Software Maintenance
DEPARTMENT: Water and Sewer
BCC DISTRICT: ALL

STATEMENT OF ISSUE: Okaloosa County Water & Sewer (OCWS) staff requests the Board of County Commissioners (BCC) approval and to authorize the Chairman to execute an annual Contract Renewal and Amendment #4 with Superior LLC (formerly SunGard Public Sector Inc.) for software maintenance and transaction processing fees associated with payments made online through OCWS's website.

BACKGROUND: The following is a more detailed description of the services that this software provides:

- Click2Gov3, which is a web based application that provides customers with online views of their utility accounts and several convenient payment options (eCheck, debit, and credit cards).
- Customer Information System (Utility Billing), which allows county employees to automate tasks such as customer and location maintenance, billing, delinquency, penalty, refund, and meter reading processes.
- Customer Information System Voice Response, which works with the Customer Information System software and allows effective and efficient response to customer requests for account information by telephone.
- Work Orders/Facility Management tracks complaints and requests, creates department work orders, and manages facilities.
- Accounts Receivable software application automates the processing of customer transactions, payment collection, and account adjustments, while maintaining all billing and account information online.
- Document Management Services (DMS) allows employees to create, edit, prepare, generate, print, e-mail, and save Microsoft Word documents.
- Cash Receipts allows accurate control over all payment and deposit transactions.
- Purchasing/Inventory allows accurate control over purchasing and inventory for OCWS.

The existing contract period for this software maintenance is nearing expiration. The contract has a renewal option that begins October 1, 2017 for one (1) year. The contract can be automatically be renewed each year and may be terminated at any time with 90 days' notice. This is further discussed in Sections 4 and 5 of the contract.

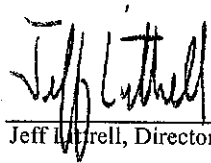
In addition SunGard Public Sector was acquired by Vista Equity Partners and subsequently they changed the name to Superior LLC. The name change is reflected in this annual Contract renewal and 4th amendment.

SCANNED

The contract renewal and 4th amendment form is attached for your review, along with the County Contract Review coordination sheet and certificate of insurance. The cost for the annual renewal is \$70,708.31 for FY2018. Funds for the contract renewal and amendment are included in the Water & Sewer FY 2017-2018 budget request.

OPTIONS: Approve or deny the request to renew contract C89-0067-WS with Superior, LLC (Formerly SunGard Public Sector) for one year (October 1, 2017 - September 30, 2018).

RECOMMENDATIONS: Motion for BCC approval to authorize the Chairman to execute the contract renewal and amendment # 4 with Superior, LLC (Formerly SunGard Public Sector) for one year (October 1, 2017 - September 30, 2018).



Jeff Luttrell, Director

6/28/2017

RECOMMENDED BY:

APPROVED BY:

John Hofstad, County Administrator

CONTRACT & LEASE INTERNAL COORDINATION SHEET

| | |
|--|--|
| Contract/Lease Number: <u>C89-0067-WS</u> | Tracking Number: <u>2255-17</u> |
| Contractor/Lessee Name: <u>Superior, LLC</u> | Grant Funded: YES ___ NO ___ |
| Purpose: _____ | |
| Date/Term: <u>10/1/2017 - 9/30/2018</u> | 1. <input checked="" type="checkbox"/> GREATER THAN \$50,000 |
| Amount: <u>\$170,708.31</u> | 2. <input type="checkbox"/> GREATER THAN \$25,000 |
| Department: <u>WS</u> | 3. <input type="checkbox"/> \$25,000 OR LESS |
| Dept. Monitor Name: <u>McNee</u> | |
| Document has been reviewed and includes any attachments or exhibits. | |

| | |
|---|--|
| Purchasing Review | |
| Procurement requirements are met: | |
| <u>Ch - Powell</u> Purchasing Director or designee | Date: <u>6/14/2017</u> Greg Kisela, Charles Powell, DeRita Mason, Matthew Young |

| | |
|---|--|
| Risk Management Review | |
| Approved as-written: <u>with Insurance Requirements</u> | |
| <u>Krystal King</u> Risk Manager or designee | Date: <u>6-20-17</u> Laura Porter or Krystal King |

| | |
|---|-------------|
| County Attorney Review | |
| Approved as written: <u>See approval dated 6/25/2017</u> | |
| County Attorney _____ | Date: _____ |
| Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee | |

Following Okaloosa County approval:

| | |
|-------------------------------|-------------|
| Contracts & Grants | |
| Document has been received: | |
| _____ | Date: _____ |
| Contracts & Grants Manager | |

Gerard Menze

From: Lynn Hoshihara
Sent: Sunday, June 25, 2017 5:44 PM
To: Charles Powell
Cc: 'Parsons, Kerry'; Gerard Menze
Subject: Re: C89-0067-WS/ Superior, LLC/ Contract Renewal

This is approved.

Lynn M. Hoshihara

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Charles Powell
Sent: Friday, June 23, 2017 1:11 PM
To: Lynn Hoshihara
Cc: 'Parsons, Kerry'; Gerard Menze
Subject: FW: C89-0067-WS/ Superior, LLC/ Contract Renewal

Hi Lynn,

Please review and approve for legal sufficiency. Let me know if you have any questions.

Respectfully,
Charles Powell

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Gerard Menze
Sent: Thursday, June 22, 2017 3:24 PM
To: Charles Powell <cpowell@co.okaloosa.fl.us>
Subject: RE: C89-0067-WS/ Superior, LLC/ Contract Renewal

Charles:

Attached please find the renewal and amendment for this contract. I've included the changes Lynn recommended and incorporated the insurance requirements at Risk Managements request. Will you please review and forward back to Lynn for her review?

When all is in order would you be able to send me the clean version of the insurance requirements and the original internal coordination sheet? I will send a package to the vendor for their execution, and prepare the agenda request when received.

Thanks for your help.

Jerry Menze
Financial Manager
Okaloosa County Water & Sewer
850-651-7143

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Charles Powell
Sent: Wednesday, June 21, 2017 8:01 AM
To: Gerard Menze <gmenze@co.okaloosa.fl.us>
Subject: FW: C89-0067-WS/ Superior, LLC/ Contract Renewal

Hi Jerry,

Please see legal comments below. Risk also would like to update the insurance requirements.

Let me know if you have any questions.

Respectfully,
Charles Powell

From: Lynn Hoshihara
Sent: Tuesday, June 20, 2017 7:22 PM
To: Charles Powell <cpowell@co.okaloosa.fl.us>
Subject: Re: C89-0067-WS/ Superior, LLC/ Contract Renewal

Hi Charles,

Since Sungard has been bought out by Superior, rather than a form renewal I recommend processing a Renewal and 4th Amendment (much like the Renewal and 3rd Amendment - see link below), but include a couple "whereas" clauses that explains the change in ownership. Let me know if you have any questions.

<http://www.co.okaloosa.fl.us/sites/default/files/contracts/contract/C89-0067-WS.pdf>

Lynn

Lynn M. Hoshihara

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Charles Powell
Sent: Thursday, June 15, 2017 8:45 AM
To: 'Parsons, Kerry'
Cc: Lynn Hoshihara
Subject: C89-0067-WS/ Superior, LLC/ Contract Renewal

Hi Kerry,

Please review for legal sufficiency. Let me know if you have any questions.

Respectfully,
Charles Powell



CERTIFICATE OF LIABILITY INSURANCE

2/1/2018

DATE (MM/DD/YYYY)

6/8/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

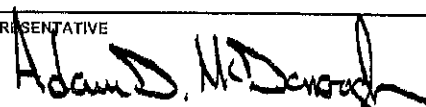
| | | |
|---|---------------------------------------|--------------------------------|
| PRODUCER Lockton Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111 (415) 568-4000 | CONTACT NAME: _____ | |
| | PHONE (A/C, No, Ext): _____ | FAX (A/C, No): _____ |
| E-MAIL ADDRESS: _____ | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: National Fire Insurance Co of Hartford | | 20478 |
| INSURER B: Continental Casualty Company | | 20443 |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

COVERAGES RAMHO01 **CERTIFICATE NUMBER:** 14753081 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|----------|-------------------------------------|-------------------------|-------------------------|---|--------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____ | N | N | 6045933018 | 2/1/2017 | 6/20/2018 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | \$ 15,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp. Ded \$1,000 Coll. Ded. \$1,000 | N | N | 6045933004 | 2/1/2017 | 6/20/2018 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ XXXXXXXX |
| | | | | | | | BODILY INJURY (Per accident) | \$ XXXXXXXX |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ XXXXXXXX |
| | | | | | | | | \$ XXXXXXXX |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | NOT APPLICABLE | | | EACH OCCURRENCE | \$ XXXXXXXX |
| | | | | | | | AGGREGATE | \$ XXXXXXXX |
| | | | | | | | | \$ XXXXXXXX |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | N | 6045933021 (CA) 6045933035 (AOS) | 2/1/2017 2/1/2017 | 2/1/2018 2/1/2018 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance.

| | |
|--|--|
| CERTIFICATE HOLDER 14753081 Okaloosa Co Water and Sewer 1804 Lewis Turner Blvd. #300 Fort Walton Beach FL 32547 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|--|

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/15/2016

Contract/Lease Control #: C89-0067-WS

Bid #: N/A

Contract/Lease Type: CONTRACT

Award To/Lessee: SunGard Public Sector, LLC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/08/2016

Term: 09/30/2017

Description of Contract/Lease: Software License and Service Agreement

Department: WS

Department Monitor: Littrell

Monitor's Telephone #: 850-651-7195

Monitor's FAX # or E-mail: Jlittrell@CO.OKALOOSA.FL.US

Closed: _____

cc: Finance Department Contracts & Grants Office

RENEWAL AND AMENDMENT TO CONTRACT C89-0067-WS
SunGard Public Sector/Software License & Service Agreement

This Renewal and 3rd Amendment made and entered into this 8th day of September, 2016, hereby renews and amends contract C89-0067-WS, dated November 29, 1988, by and between Okaloosa County, Florida, (hereinafter the "County") and SunGard Public Sector, LLC (hereinafter "SunGard").

WHEREAS, on November 29, 1988, the County and SunGard entered into a contract, C89-0067-WS, which provides Software license & service support; and

WHEREAS, this term of C89-0067-WS shall expire on September 30, 2016, however the contract provides for yearly auto renewals; and

WHEREAS, the parties desire to amend the Contract to include language in the Contract pertaining to Public Records as has recently been amended by the Florida Legislature in the 2016 Laws of Florida chapter 20.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to renew and amend C89-0067-WS as follows:

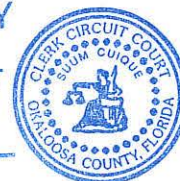
1. C89-0067-WS is hereby renewed for an additional one year term. The contract renewal period shall begin October 1, 2016 and will expire September 30, 2017.
2. The annual budgeted amount for this contract is \$67,412.67 and has been budgeted for FY2017 in expense account 411-4101-546900. The 2016-2017 rate sheet is attached hereto as Exhibit "A" and incorporated herein.
3. C89-0087-WS is hereby amended to include the following additional provision:

Public Records

IF SUNGUARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@co.okaloosa.fl.us.

SunGard must comply with the public records laws, Florida Statute chapter 119, specifically SunGard must:

CERTIFIED A TRUE
AND CORRECT COPY
JD PEACOCK II
CLERK CIRCUIT COURT
BY Teresa Ward
DEPUTY CLERK



DATE 9-12-16

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

4. All other provisions of the Contract shall remain in full force and effect through the duration of the renewal.

IN WITNESS WHEREOF, the parties hereto have executed this renewal and amendment as of the day and year first written.

SUNGUARD PUBLIC SECTOR, LLC:

Lisa Neumann

By: Lisa Neumann, Controller

Date: SunGard Public Sector LLC

WITNESS:

Nannafer Bacchus-Moore
Printed Name

N. Moore
Signature

OKALOOSA COUNTY, FLORIDA

Charles K. Windes, Jr.

Charles K. Windes, Jr., Chairman

Date: 9/8/14

ATTEST:

Dany J. Stafford
J.D. Peacock, II, Clerk

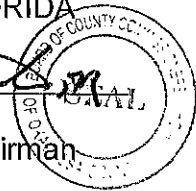


EXHIBIT A Contract C89-0067-WS Rate Sheet for Contract Year

| Code | Customer | Contract # | Application | Qty | 10/1/16-9/30/17 |
|--------------|-------------------------------|------------|---|-----|---------------------|
| 2041LG | Okaloosa County Water & Sewer | 9707005 | QRep Administrator | 1 | \$ 361.69 |
| 2041LG | Okaloosa County Water & Sewer | 9707005 | QRep End User | 1 | \$ 361.69 |
| 2041LG | Okaloosa County Water & Sewer | 9707005 | Retrofit Modification Option | 15 | \$ 1,500.00 |
| 2041LG | Okaloosa County Water & Sewer | 20020358 | NAVI-DMS - Document Management Services | 1 | \$ 1,176.55 |
| 2041LG | Okaloosa County Water & Sewer | 20020358 | NAVI- Cash Receipts | 1 | \$ 2,225.60 |
| 2041LG | Okaloosa County Water & Sewer | 20020358 | NAVI-PURCHASING INVENTORY | 1 | \$ 5,737.86 |
| 2041LG | Okaloosa County Water & Sewer | 20020358 | Naviline-Land/Parcel Management | 1 | \$ 3,662.96 |
| 2041LG | Okaloosa County Water & Sewer | 20020358 | NAVI- Work Orders/Fac Mgmt. | 1 | \$ 6,294.26 |
| 2041LG | Okaloosa County Water & Sewer | 20020358 | NAVI - Customer Information Systems | 1 | \$ 15,637.14 |
| 2041LG | Okaloosa County Water & Sewer | 20020358 | NAVI - Contact Management | 1 | \$ 6,131.98 |
| 2041LG | Okaloosa County Water & Sewer | 20030526 | Click2Gov Core Module Embedded | 1 | \$ 1,286.67 |
| 2041LG | Okaloosa County Water & Sewer | 20030526 | Click2Gov CIS | 1 | \$ 3,547.04 |
| 2041LG | Okaloosa County Water & Sewer | 9707005 | QRep Catalogs for CR, PI, LX, CX & WF. | 5 | \$ 1,796.73 |
| 2041LG | Okaloosa County Water & Sewer | 20040234 | NAVI - GMBA w/Extended Reporting | 1 | \$ 9,592.08 |
| 2041LG | Okaloosa County Water & Sewer | 070431 | QRep Catalogs for KI | 1 | \$ 359.35 |
| 2041LG | Okaloosa County Water & Sewer | 070717 | CIS Voice Response Interface | 1 | \$ 1,669.20 |
| 2041LG | Okaloosa County Water & Sewer | 070717 | Delinquency Call Out Listing Interface | 1 | \$ 707.10 |
| 2041LG | Okaloosa County Water & Sewer | 070717 | Selectron Credit Card Payment I/F - CIS | 1 | \$ 707.10 |
| 2041LG | Okaloosa County Water & Sewer | 080108 | QRep Catalogs for KL | 1 | \$ 347.75 |
| 2041LG | Okaloosa County Water & Sewer | 080258 | QRep Administrator | 1 | \$ 361.69 |
| 2041LG | Okaloosa County Water & Sewer | 080258 | QRep End User | 3 | \$ 1,085.08 |
| 2041LG | Okaloosa County Water & Sewer | 080670 | Bar Code Interface for Financials (QF) | 1 | \$ 2,503.80 |
| 2041LG | Okaloosa County Water & Sewer | 08346-1 | QRep Catalog for CZ | 1 | \$ 359.35 |
| Total | | | | | \$ 67,412.67 |

| Code | Customer | Contract # | Application | Qty | TBD |
|--------|-------------------------------|------------|-----------------------------|-----|------|
| 2041LG | Okaloosa County Water & Sewer | 111341 | SunGard Transaction Manager | 1 | \$ - |

8/11/16.Prepared by JB
8/11/16 Sent to Marshall Harris

THIS AREA HAS BEEN LEFT INTENTIONALLY BLANK



303590

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
8/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|------------------------------------|
| PRODUCER Commercial Lines - (404) 923-3700 Wells Fargo Insurance Services USA, Inc. 3475 Piedmont Road NE, Suite 800 Atlanta, GA 30305-2886 | CONTACT NAME: Atlanta Certificate Request Team | |
| | PHONE (A/C, No, Ext): 404-923-3700 | FAX (A/C, No): 877-362-9069 |
| E-MAIL ADDRESS: atlcertrequest@wellsfargo.com | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: ACE American Insurance Company | | 22667 |
| INSURER B: ACE Fire Underwriters Ins. Co. | | 20702 |
| INSURER C: Agri General Insurance Company | | 42757 |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

COVERAGES **CERTIFICATE NUMBER: 10769639** **REVISION NUMBER: See below**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liability GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | HDO G27404182 | 01/01/2016 | 01/01/2017 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | X | ISA H08867343 | 01/01/2016 | 01/01/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | WLR C48699370 | 01/01/2016 | 01/01/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| B | | N/A | SCF C4859945A | 01/01/2016 | 01/01/2017 | |
| C | | | WLR C48699412 | 01/01/2016 | 01/01/2017 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Named Insured: SUNGARD DATA SYSTEMS INC., SUNGARD CAPITAL CORP. Its Companies & Subsidiaries Including SUNGARD PUBLIC SECTOR

Certificate Holder is Included as an additional Insured for General Liability and Automobile Liability coverage if required by contract, but only with respect to activities or obligations performed under the contract and only to the limits required by the contract per the terms and conditions of the policies.

| | |
|--|---|
| CERTIFICATE HOLDER OKALOOSA COUNTY 802-C NORTH PEARL STREET CRESTVIEW FL 32636 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|---|

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ACORD 25 (2016/03)

(This certificate replaces certificate# 9951224 issued on 12/20/2016)

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 8/27/15

CONTRACT # C89-0067-WS
SUNGARD
SOFTWARE LICENSE & SERVICE AGREEMENT

Contract/Lease Control #: C89-0067-WS

Bid #: N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: Sungard Public Sector

Lessor:

Effective Date: 11/29/1988

Term: 9/30/2016 Yearly auto renewal

Description of Contract/Lease: MAINTENANCE SERVICE AND SOFTWARE LICENSE

Department Manager: WATER & SEWER

Department Monitor: J. LITTRELL

Monitor's Telephone #: 651-7172

Monitor's FAX #: 651-7193

Date Closed:



CONTRACT/LEASE RENEWAL FORM

July 2, 2015

SunGard Public Sector, Inc.
Attn: Tom Amburgey
Executive, General Manager
1000 Business Center Drive
Lake Mary, FL 32746

CONTRACT # C89-0067-WS
SUNGARD PUBLIC SECTOR
SOFTWARE LICENSE & SERVICE AGREEMENT
EXPIRES: 09/30/2016

RE: SunGard Public Sector, Inc., Contract #: C89-0067-WS

Dear Mr. Amburgey:

The Okaloosa County Water and Sewer agrees to renew the subject contract, #C89-0067-WS for an additional term. The contract renewal period will be 10/1/2015 to 09/30/2016. The annual budgeted amount for this contract is \$ 65,492.88 and has been budgeted for in FY 2015-2016 in account number 4114101-546900. The 2015-2016 rate sheet is attached.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director
Signature: [Signature]

Contractor: Sungard Public Sector, Inc.

Approved By: [Signature]
(as prescribed below on Item 1)

Approved By: [Signature]

Approved By: Nathan D. Boyles
(as prescribed below on Item 1)
Chairman

Title: CIO

Date: Aug. 18, 2015

Date: 8/17/15

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Director <\$25K and less, County Administrator <\$50K and less or Board >\$50K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Purchasing Services Coordinator.
If you have any questions please contact the Purchasing Director at 850-689-5960, Fax: 850-689-5998.

**AMENDMENT #2
TO
CONTRACT /LEASE C89-0067-WS**

OKALOOSA COUNTY WATER & SEWER
("Customer")

**NOTE: Pursuant to Board action of 8/18/15,
the effective date of this amendment
is to be retroactive to May 1, 2015.
T. Ward, Clerk to BCC**

and

SUNGARD PUBLIC SECTOR INC.
("SunGard Public Sector")

This Amendment (the "Amendment") amends the parties' Software License and Services Agreement, and Quote # 2041LG-111341 with an Execution Date of 11/2/2011 (collectively, the "Agreement"), expressly as provided for in this Amendment.

The Execution Date of this Amendment is the latest date shown on the signature page of this Amendment.

Customer and SunGard Public Sector, intending to be legally bound, agree as follows:

1. Defined Terms. Except as otherwise set forth herein, each defined term in the Agreement has the meaning ascribed to that term in the Agreement when the term is used in this Amendment.
2. Amendment to and Modification of Software License Agreement. The Agreement is amended and modified as follows:

Special Terms Relating to ONESolution Transaction Manager are hereby deleted from the Agreement in their entirety and replaced with the following:

KT: Special Terms Relating to the SunGard Transaction Manager: In addition to any SunGard Transaction Manager configuration and/or setup fee(s) listed above, Customer will be responsible for payment of a monthly usage fee on a monthly basis relating to the SunGard Transaction Manager. Upon the conclusion of each month following installation of the SunGard Transaction Manager (KT), SunGard Public Sector will invoice Customer a monthly usage fee equal to the following:

i. Eight point five cents (\$.085) for each transaction processed by the SunGard Transaction Manager during the prior month;

or

ii. Five point five cents (\$.055) for each transaction processed by the SunGard Transaction Manager during the prior month provided that Customer utilizes a SunGard Public Sector approved payment partner for that transaction's related merchant services;

or

iii. One hundred Fifty dollars (\$150.00) if the applicable transaction-based monthly usage fee is not greater than One hundred Fifty dollars (\$150.00).

The per transaction rates that are used to calculate each monthly usage fee are subject to change with 90 days' notice. Other changes to these special terms relating to the SunGard Transaction Manager may occur at any time as may be required and such changes will be effective upon SunGard Public Sector's written notice to each Customer who utilizes the SunGard Transaction Manager services.

For the purpose of the SunGard Transaction Manager, the term "transaction" means a transaction that is submitted to the SunGard Transaction Manager whether such transaction be a credit card, signature debit card, online electronic check transaction, or otherwise. Upon ninety (90) days prior written notice to SunGard Public Sector, Customer may terminate usage of the SunGard Transaction Manager subscription effective upon the last day of the month in which the notice period concludes. The

SunGard Transaction Manager is the only solution for real-time, online transaction processing within the SunGard Public Sector suite of internet and core products.

The SunGard Transaction Manager solution is available 24 hours/7 days per week except when the service is off-line for support and maintenance. Maintenance is scheduled to be performed each Sunday starting at 12:00AM to be completed as soon as possible but no later than 5:00AM.

Upon installation of the SunGard Transaction Manager, Customer's license to use the OnePoint Payment Engine-KL (if applicable) shall terminate.

Rights of Cancellation - Subscription/Transaction Based Services: For any breach of Customer's obligation to remit payment(s) hereunder, SunGard Public Sector reserves the right to cancel any subscription/transaction based service(s) if the breach of payment is more than sixty (60) days in arrears. Customer may cancel any subscription/transaction based service(s) for convenience by providing ninety (90) days prior written notice to SunGard Public Sector of its intent and such cancellation will be effective upon completion of the ninety (90) day notice period. All subscription/transaction fees prior to the effective date of any cancellation will be due and payable in full. Thereafter, if Customer desires to reinstate any subscription/transaction based service(s) which are cancelled hereunder, Customer will be responsible for payment of SunGard Public Sector's then-current reconnect fee plus any subscription/transaction based service fees that would have been payable for the period subsequent to the cancellation of such services if the cancellation had never occurred.

3. Integration Provision. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. As of the Execution Date, the Agreement, as further amended by this Amendment constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties.

Okaloosa County Water & Sewer Director

By:

Jeff Littell

Title:

Water & Sewer Director

Date:

8/10/2015

SunGard Public Sector Inc.

By:

Charles

Title:

CIO

Date:

8/7/2015

Board of County Commissioners

By:

Nathan D. Boyles
SEAL

Nathan D. Boyles,
as Chairman

Date:

August 18, 2015

Attest:

Clerk of Circuit Court

By:

J.D. Peacock, II
Clerk and Comptroller



EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 8/18/14

CONTRACT # C89-0067-WS
SUNGARD
SOFTWARE LICENSE & SERVICE AGREEMENT

Contract/Lease Control #: C89-0067-WS

Bid #: N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: Sungard Public Sector

Lessor:

Effective Date: 11/29/1988

Term: 9/30/2015 Yearly auto renewal

Description of Contract/Lease: MAINTENANCE SERVICE AND SOFTWARE LICENSE

Department Manager: WATER & SEWER

Department Monitor: J. LITRELL

Monitor's Telephone #: 651-7172

Monitor's FAX #: 651-7193

Date Closed:



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
04/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|--------------------------------------|
| PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA | CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 | |
| | E-MAIL ADDRESS: | |
| | | INSURER(S) AFFORDING COVERAGE |
| | | NAIC # |
| INSURED SunGard Capital Corp. Its Companies & Subsidiaries 680 East Swedesford Road Wayne PA 19087 USA | INSURER A: The Charter Oak Fire Insurance Company 25615 | |
| | INSURER B: Travelers Property Cas Co of America 25674 | |
| | INSURER C: The Travelers Indemnity Co. 25658 | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER: 570057502275** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE | ADDITIONAL INSURED | SUBROGATION | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|-------------|--|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | 6600D923415 | 05/01/2015 | 05/01/2016 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 Total Aggregate per policy \$10,000,000 |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | TJ-CAP-8045X05A-TIL-15 | 05/01/2015 | 05/01/2016 | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll Deductible \$2,500 |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION | | | | | | EACH OCCURRENCE AGGREGATE |
| C | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | TRKUB8045X04815 (AZ, MA, WI) TC2JUB8045X01215 (AOS) | 05/01/2015 | 05/01/2016 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000 |
| B | | Y/N N | N/A | | 05/01/2015 | 05/01/2016 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Name Insured: SUNGARD DATA SYSTEMS INC., SunGard Capital Corp. Its Companies & Subsidiaries. OKALOOSA COUNTY AND ITS AGENTS, CONSULTANTS, SERVANTS, AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT, BUT LIMITED TO THE OPERATIONS OF THE INSURED UNDER SAID CONTRACT, PER THE APPLICABLE ENDORSEMENT WITH GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES.

C89-0067-WS

CERTIFICATE HOLDER **CANCELLATION**

| | |
|---|--|
| OKALOOSA COUNTY 602-C NORTH PEARL STREET CRESTVIEW FL 32536 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i> |

Holder Identifier :

Certificate No : 570057502275



CONTRACT/LEASE RENEWAL FORM

June 20, 2014

**CONTRACT # C89-0067-WS
SUNGARD PUBLIC SECTOR
SOFTWARE LICENSE & SERVICE AGREEMENT
EXPIRES: 09/30/2015**

SunGard Public Sector, Inc.
Attn: Ray Perkey
1000 Business Center Drive
Lake Mary, FL 32746

RE: SunGard Public Sector, Inc., Contract #: C89-0067-WS

Dear Mr. Ray Perkey:

The Okaloosa County Water and Sewer agrees to renew the subject contract, #C89-0067-WS for an additional term. The contract renewal period will be 10/1/2014 to 09/30/2015. The annual budgeted amount for this contract is \$63,328.99 and has been budgeted for in FY 2014-2015 in account number 4114101-546900. The 2014-2015 rate sheet is attached.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director
Signature: Jeff Little

Contractor: SunGard Public Sector

Approved By: Zan Fedorak 6/11/14
(as prescribed below on item 1)

Approved By: CCara

Approved By: Ernie Fedorak
(as prescribed below on item 1)

Title: Vice President & CFO

Date: 8/1/14

Date: 7/18/14

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Director <\$25K and less, County Administrator <\$50K and less or Board >\$50K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Purchasing Services Coordinator.
If you have any questions please contact the Purchasing Director at 850-689-5960, Fax: 850-689-5998.

Charles K. Windes, Jr.
Signature
Okaloosa County Board of County Commissioners
Charles K. Windes, Jr., Chairman



CONTRACT & LEASE INTERNAL COORDINATION SHEET

| | |
|--|---|
| Contract/Lease Number: <u>C89-0067-WS</u> | Tracking Number: <u>1002-14</u> |
| Contractor/Lessee Name: <u>SunYard Public Sector</u> | Grant Funded: YES ___ NO <u>X</u> |
| Purpose: <u>Maintenance Service + Software License</u> | |
| Date/Term: <u>10/1/14 - 9/30/15</u> | 1. <input type="checkbox"/> GREATER THAN \$50,000 |
| Amount: <u>\$ 63,328.99</u> | 2. <input type="checkbox"/> GREATER THAN \$25,000 |
| Department: <u>WS</u> | 3. <input type="checkbox"/> \$25,000 OR LESS |
| Dept. Monitor Name: <u>L. Hull / Broxon</u> | |
| Document has been reviewed and includes any attachments or exhibits. | |

Purchasing Review

Procurement requirements are met:

[Signature] Date: 6-23-14
Purchasing Director or Designee Joanne Kublik

Risk Management Review

Approved as written:

[Signature] Date: 6-23-14
Risk Manager or designee Carrie R Real

County Attorney Review

Approved as written:

[Signature] Date: 6-23-14
County Attorney Gregory T. Stewart

Inter:

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

Contracts & Grants Manager

Date: _____

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 9/5/13

CONTRACT # C89-0067-WS
SUNGARD
SOFTWARE LICENSE & SERVICE AGREEMENT

Contract/Lease Control #: C89-0067-WS

Bid #: N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: Sungard Public Sector

Lessor:

Effective Date: 11/29/1988

Term: 9/30/2014

Description of Contract/Lease: MAINTENANCE SERVICE AND SOFTWARE LICENSE

Department Manager: WATER & SEWER

Department Monitor: J. LITTRELL

Monitor's Telephone #: 651-7172

Monitor's FAX #: 651-7193

Date Closed:

CONTRACT & LEASE INTERNAL COORDINATION SHEET

| | |
|--|---|
| Contract/Lease Number: <u>C89-0067-WS</u> | Tracking Number: <u>845-14</u> |
| Contractor/Lessee Name: <u>Sun Guard</u> | Grant Funded: YES ___ NO <u>X</u> |
| Purpose: <u>Modifications to system - increase in # of mods</u> | |
| Date/Term: <u>9/30/14</u> | 1. <input type="checkbox"/> GREATER THAN \$50,000 |
| Amount: <u>\$ 400 increase per year</u> | 2. <input type="checkbox"/> GREATER THAN \$25,000 |
| Department: <u>WS</u> | 3. <input checked="" type="checkbox"/> \$25,000 OR LESS |
| Dept. Monitor Name: <u>Littrell/Kilpatrick</u> | |
| Document has been reviewed and includes any attachments or exhibits. | |

Purchasing Review

Procurement requirements are met: [Signature]

Purchasing Director or designee

Date: 1/14/14

Risk Management Review

Approved as written: [Signature]

Risk Manager or designee

Date: 1/15/14

County Attorney Review

Approved as written: [Signature]

County Attorney

Date: 1/24/14

Following Okaloosa County approval:

Contracts & Grants

Document has been received: _____

Contracts & Grants Manager

Date: _____

AMENDMENT #1 TO
CONTRACT /LEASE C89-0067-WS

OKALOOSA COUNTY

Contract is amended to change the number of modifications supported by SunGard Public Sector Inc. from 12 modifications to 16.

| | <u>Current Contract</u> <u>Mods & Fees</u> | <u>Amended Contract</u> <u>Mods & Fees</u> |
|---|---|---|
| Retrofit Modification (Mod) Option | 12 Mods at \$100 each | 16 Mods at \$100 each |
| Annual Fiscal Year charge from 10/1 to 9/30 | \$1200.00 | \$1600.00 |

Okaloosa County

By: Zen Stlorak

Title: Purchasing Manager

Date: 1/27/14

Jeff Littlefield
Director of Okaloosa County
Water & Sewer

SunGard Public Sector Inc.

By: Ray Perkey

Title: Ray Perkey, Vice President Professional Services
Sungard Public Sector Inc

Date: Jan. 7, 2014

**CONTRACT # C89-0067-WS
SUNGARD PUBLIC SECTOR
SOFTWARE LICENSE & SERVICE AGREEMENT
EXPIRES: 09/30/2014**

EXHIBIT 1
Maintenance Software Identified

Customer: Okaloosa County Water & Sewer, FL

CONTRACT YEAR: October 1, 2013 (or anniversary thereof) through one year thereafter

Improvement fees for Baseline Component Systems

| Application | Tier Criteria | Basis Value | Initial Annual Maintenance Fee 10/1/2013-9/30/14 |
|---|-----------------------------|-------------|--|
| Retrofit Modification Option | Number of Modifications | 12 | \$ 1,200.00 |
| NAVI-DMS - Document Management Services | Flat Fee | N/A | \$ 1,076.71 |
| NAVI- Cash Receipts | Operating Budget | 16 | \$ 2,036.74 |
| NAVI-PURCHASING INVENTORY | Operating Budget | 16 | \$ 5,250.96 |
| Naviline-Land/Parcel Management | Population | 85,000 | \$ 3,352.13 |
| NAVI- WorkOrders/Fac Mgmt. | Operating Budget | 16 | \$ 5,760.14 |
| NAVI - Customer Information Systems | Number of Accounts | 26,000 | \$ 14,310.19 |
| NAVI - Contact Management | Number of Accounts | 26,000 | \$ 5,611.63 |
| Click2Gov Core Module Embedded | Flat Fee | N/A | \$ 1,177.49 |
| Click2Gov CIS | Number of Customer Accounts | 26,000 | \$ 3,246.05 |
| QRep Catalogs for CR, PI, LX, CX & WF. | Number of Units | 5.00 | \$ 1,644.24 |
| NAVI - GMBA w/Extended Reporting | Operating Budget | 16M | \$ 8,778.12 |
| QRep Catalogs for KI | Number of Units | 1 | \$ 328.85 |
| CIS Voice Response Interface | Number of Permits | N/A | \$ 1,527.55 |
| Delinquency Call Out Listing Interface | Number of Accounts | 26,000 | \$ 647.09 |
| Selectron Credit Card Payment VF - CIS | Number of Accounts | 26,000 | \$ 647.09 |
| QRep Catalogs for KL | Number of Units | 1 | \$ 318.24 |
| Bar Code Interface for Financials (QF) | Flat Fee | N/A | \$ 2,291.33 |
| QRep Catalog for CZ | Number of Units | 1 | \$ 328.85 |

Total: \$ 59,533.39

The "Initial Annual Maintenance" fees indicated above are the Improvement fees for the initial Contract Year. Improvements Fees are due thirty (30) days prior to the commencement of the Contract Year for which such fees are being remitted. Improvement fees for any Contract Year subsequent to the initial Contract Year are subject to change and will be specified by SunGard Public Sector in an annual invoice.

Maintenance fees for third-party applications: In addition to the Improvements Fees as provided herein, SunGard Public Sector will invoice, and Customer will pay, annual maintenance fees for third-party provided products as follows:

RECEIVED AUG 05 2013

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: C89-0067-WS Tracking Number: 696-13

Contractor/Lessee Name: Sungard Public Sector Grant Funded: YES ___ NO

Purpose: Software Lic / Service Maintenance

Date/Term: 9/30/14 1. GREATER THAN \$50,000

Amount: as per rate sheet (\$61,519.40) 2. GREATER THAN \$25,000

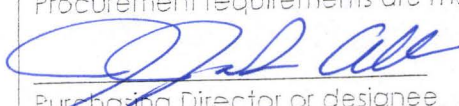
Department: Water + Sewer 3. \$25,000 OR LESS

Dept. Monitor Name: J. Littrell / M. Wise

Document has been reviewed and includes any attachments or exhibits.

Purchasing Review

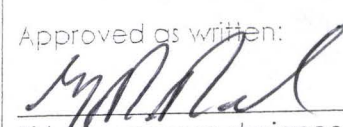
Procurement requirements are met:


Purchasing Director or designee

Date: 8/2/13

Risk Management Review

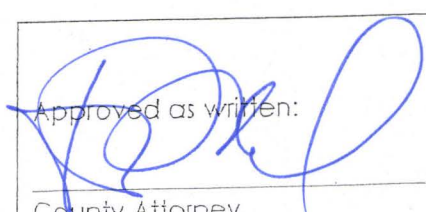
Approved as written:


Risk Manager or designee

Date: 8/5/13

County Attorney Review

Approved as written:


County Attorney

I don't like it 13, but guess it is the best we can do.

Date: 8/9/13

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

Contracts & Grants Manager

Date: _____

SOFTWARE MAINTENANCE AGREEMENT

BETWEEN

SunGard Public Sector Inc.
a Florida corporation

with headquarters at:

1000 Business Center Drive
Lake Mary, FL 32746

("SunGard Public Sector")

AND

Okaloosa County Water & Sewer

1804 Lewis Turner Blvd. #300
Fort Walton Beach, FL 32547

(for purposes of this Agreement, "Customer")

By the signatures of their duly authorized representatives below, SunGard Public Sector and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

Okaloosa County Water & Sewer, FL

BY: 

PRINT NAME: Don

PRINT TITLE: _____

DATE SIGNED: _____



SunGard Public Sector Inc.

BY: 

PRINT NAME: Ray Perkey, Vice President Professional Services

PRINT TITLE: Sungard Public Sector Inc

DATE SIGNED: 7/31/13

**CONTRACT # C89-0067-WS
SUNGARD PUBLIC SECTOR
SOFTWARE LICENSE & SERVICE AGREEMENT
EXPIRES: 09/30/2014**

THIS AGREEMENT is entered into between SunGard Public Sector and Customer on the Execution Date, and SunGard Public Sector's obligations hereunder will commence on Execution Date.

SunGard Public Sector and Customer have entered into an Agreement for H.T.E., Inc. Licensed Programs dated November 29, 1988 (the "License Agreement") for the Software. Customer desires that SunGard Public Sector provide Maintenance and Enhancements for and new releases of the Baseline Software identified in Exhibit 1 on the terms and conditions contained in this Agreement, and for the Custom Modifications identified in Exhibit 1 on the terms and conditions of this Agreement. Accordingly, the parties agree as follows:

1. **Definitions.**

"Exhibit 1" means, collectively: (i) The schedule attached to this Agreement which is marked as "Exhibit 1," including all attached Software Supplements; and (ii) any schedule also marked as "Exhibit 1" (also including any attached Software Supplements) that is attached to any amendment to this Agreement. Other appendices to this Agreement are numbered sequentially and are also "Appendices."

"Baseline" means the general release version of a Component System as updated to the particular time in question through both SunGard Public Sector's warranty services and SunGard Public Sector's Maintenance Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in Exhibit 1 as a Component System, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" means non-public information of a party to this Agreement. Confidential Information of SunGard Public Sector includes the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Software and any software provided with the Software. 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.

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

"Documentation" means the on-line and hard copy functional and technical specifications that SunGard Public Sector provides for a Baseline Component System, and that describe the functional and technical capabilities of the Baseline Component System in question.

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

"Equipment" means a hardware and systems software configuration meeting the "Equipment" criteria set forth in Exhibit 1.

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

"Software" means the Component Systems listed in Exhibit 1.

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

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

"Software Supplement" means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or

other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, the period identified in Exhibit 1.

"Custom Modification" means a change that SunGard Public Sector has made at Customer's request to any Component System in accordance with a SunGard Public Sector-generated specification, but without any other changes whatsoever by any person or entity. Each Custom Modification for which SunGard Public Sector will provide Customer with Improvements is identified in Exhibit 1.

"Defect" means a material deviation between the Baseline Component System and its Documentation, for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control. Further, with regard to each Custom Modification, "Defect" means a material deviation between the Custom Modification and the SunGard Public Sector-generated specification and documentation for such Custom Modification, and for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Agreement.

"Maintenance" means using reasonable efforts to provide Customer with avoidance procedures for or corrections of Defects. The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in attached Exhibit 2.

"New Releases" means new editions of a Baseline Component System or Custom Modification, as applicable.

"Notification" means a communication to SunGard Public Sector's help desk by means of: (i) SunGard Public Sector's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with SunGard Public Sector's then-current policies and procedures for submitting such communications.

2. Services.

(a) Types of Services. During the term of this Agreement, SunGard Public Sector will provide Customer with Maintenance for, Enhancements of, and New Releases of each Baseline Component System and each Custom Modification identified in Exhibit 1.

(b) Limitations. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License Agreement and this Agreement. SunGard Public Sector's obligation to provide Customer with Improvements for Baseline Component Systems owned by parties other than SunGard Public Sector is limited to providing Customer with the Improvements that the applicable third party owner provides to SunGard Public Sector for that Baseline Component System. Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations under this Agreement, including remote access to the Equipment.

3. Payment and Taxes.

(a) Maintenance Fees. For the Improvements, Customer will pay SunGard Public Sector the amount provided for in Exhibit 1 as the "Payment Amount" for the first Contract Year. For each Contract Year subsequent to the initial Contract Year, SunGard Public Sector reserves the right to increase the Improvements fees. Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year for that Baseline Component System/Custom Modification. SunGard Public Sector's invoice indicating the applicable maintenance fee will be provided in advance of the start of the applicable term. Notwithstanding anything to the contrary as may be provided herein, in the event that SunGard Public Sector increases its maintenance fee(s), Customer shall have sixty (60) days from receipt of SunGard Public Sector's invoice to terminate the Agreement effective upon expiration of the annual term which precedes the term for which the increase would have been applicable.

(b) Additional Costs. Customer will also reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with Improvements under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by SunGard Public Sector's Corporate Travel and Expense Reimbursement Policy and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice.

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

(d) Late Charges. Customer will pay each SunGard Public Sector invoice by no

later than thirty (30) days after receipt. Late payments are subject to a late charge equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); or (ii) the highest rate permitted by applicable law.

4. Term. This Agreement will remain in full force and effect throughout the initial Contract Year. After the initial Contract Year, this contract shall automatically renewed for an additional period of one (1) year unless Customer gives at least six (6) months written notice to SunGard Public Sector, prior to the expiration of the then current term, of its intent to terminate the Agreement. Following the Second Contract Year, this contract shall automatically renewed for additional periods of one (1) year for any particular Baseline Component System/Custom Modification unless either party gives at least ninety (90) days written notice to the other party, prior to the expiration of the then current term, of its intent to terminate the Agreement.

5. Disclaimer of Warranties. Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUNGARD PUBLIC SECTOR, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.**

6. Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party

seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, then the party seeking to terminate this Agreement can effect such termination by providing the other party with a termination notice that specifies the effective date of such termination. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

7. Confidential Information. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use 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 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 Recipient's receipt of that item. However, Customer's obligations to maintain both the Software and any software provided with the Software as confidential will survive in perpetuity.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR FOR THE IMPROVEMENTS

FOR THE YEAR THAT SUCH LIABILITY ARISES.

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

(c) BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS

FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

14. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

**EXHIBIT 1
Maintenance Software Identified**

Customer: Okaloosa County Water & Sewer, FL

CONTRACT YEAR: October 1, 2013 (or anniversary thereof) through one year thereafter

Improvement fees for Baseline Component Systems

| Application | Tier Criteria | Basis Value | Initial Annual Maintenance Fee 10/1/2013-9/30/14 |
|---|-----------------------------|-------------|--|
| Retrofit Modification Option | Number of Modifications | 12 | \$ 1,200.00 |
| NAVI-DMS - Document Management Services | Flat Fee | N/A | \$ 1,076.71 |
| NAVI- Cash Receipts | Operating Budget | 16 | \$ 2,036.74 |
| NAVI-PURCHASING INVENTORY | Operating Budget | 16 | \$ 5,250.96 |
| Naviline-Land/Parcel Management | Population | 85,000 | \$ 3,352.13 |
| NAVI- WorkOrders/Fac Mgmt. | Operating Budget | 16 | \$ 5,760.14 |
| NAVI - Customer Information Systems | Number of Accounts | 26,000 | \$ 14,310.19 |
| NAVI - Contact Management | Number of Accounts | 26,000 | \$ 5,611.63 |
| Click2Gov Core Module Embedded | Flat Fee | N/A | \$ 1,177.49 |
| Click2Gov CIS | Number of Customer Accounts | 26,000 | \$ 3,246.05 |
| QRep Catalogs for CR, PI, LX, CX & WF. | Number of Units | 5.00 | \$ 1,644.24 |
| NAVI - GMBA w/Extended Reporting | Operating Budget | 16M | \$ 8,778.12 |
| QRep Catalogs for KI | Number of Units | 1 | \$ 328.85 |
| CIS Voice Response Interface | Number of Permits | N/A | \$ 1,527.55 |
| Delinquency Call Out Listing Interface | Number of Accounts | 26,000 | \$ 647.09 |
| Selectron Credit Card Payment I/F - CIS | Number of Accounts | 26,000 | \$ 647.09 |
| QRep Catalogs for KL | Number of Units | 1 | \$ 318.24 |
| Bar Code Interface for Financials (QF) | Flat Fee | N/A | \$ 2,291.33 |
| QRep Catalog for CZ | Number of Units | 1 | \$ 328.85 |

Total: \$ 59,533.39

The "Initial Annual Maintenance" fees indicated above are the Improvement fees for the initial Contract Year. Improvements Fees are due thirty (30) days prior to the commencement of the Contract Year for which such fees are being remitted. Improvement fees for any Contract Year subsequent to the initial Contract Year are subject to change and will be specified by SunGard Public Sector in an annual invoice.

Maintenance fees for third-party applications: In addition to the Improvements Fees as provided herein, SunGard Public Sector will invoice, and Customer will pay, annual maintenance fees for third-party provided products as follows:

| Application | Tier Criteria | Basis Value | Initial Annual Maintenance Fee 10/1/2013-9/30/14 |
|--------------------|-----------------|-------------|--|
| QRep Administrator | Number of Units | 1 | \$ 331.00 |
| QRep End User | Number of Units | 1 | \$ 331.00 |
| QRep Administrator | Number of Units | 1 | \$ 331.00 |
| QRep End User | Number of Units | 3 | \$ 993.00 |

Total: \$ 1,986.00

Third-party maintenance fees are due thirty (30) days prior to the commencement of the annual maintenance term for which such fees are being remitted. Third-party maintenance fees for terms that are subsequent to the first annual maintenance term are subject to change and will be specified by SunGard Public Sector in an annual invoice.

Third party hardware/software maintenance will be provided by the third party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Exhibit 1.

**Cost Summary
(Initial Year)**

SunGard Public Sector Maintenance fees (10/1/2013 - 9/30/2014) \$ 59,533.39
Third-Party maintenance fees (10/1/2013-9/30/2014) \$ 1,986.00
Total: \$ 61,519.40

APPLICABLE TAXES ARE NOT INCLUDED IN THIS EXHIBIT 1, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

Improvements Surcharge Imposed In Certain Instances: At the commencement of any Contract Year where Customer is operating on a version of a Baseline Component System that is more than two (2) general release versions behind the then-current release for any Component System, SunGard Public Sector will assess a ten percent (10%) surcharge over and above the Improvements fee for that Contract Year, with such surcharge to be imposed on a prorated basis for the portion of the Contract Year that Customer remains on a general release version that is more than two (2) releases behind the then-current release of the Component Systems in question. Once Customer is using a release that is no more than two (2) general release versions behind the then-current release, the Improvements surcharge will be removed on a prospective basis, as of the date that Customer is using the release that is no more than two (2) general release versions behind the then-current release.

EXHIBIT 2
Maintenance Standards

- I. **Hours During Which SunGard Public Sector's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in Exhibit 1, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9").
- II. **Targeted Response Times.** With respect to SunGard Public Sector's Maintenance obligations, SunGard Public Sector will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Baseline Component Systems/Custom Modifications identified in Exhibit 1 of this Agreement in accordance with the following guidelines with the time period to be measured beginning with the first applicable SunGard Public Sector "Telephone Support" hour occurring after SunGard Public Sector's receipt of the Notification:

| Priority | Description | Response Goal* | Resolution Goal* |
|--------------------------|---|--|--|
| Urgent 1 | A support issue shall be considered Urgent when it produces a Total System Failure; meaning SunGard Public Sector's Component Systems are not performing a process that has caused a complete work stoppage. | SunGard Public Sector has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours. | Although resolution times vary depending on the exact issue and customer environment, SunGard Public Sector has a stated goal to resolve an urgent issue within 24 hours OR provide a resolution plan with urgent issues within 24 hours of the issue being reported. A resolution plan details the steps necessary to understand and possibly resolve the issue. |
| Critical 2 | A support issue shall be considered Critical when a critical failure in operations occurs; meaning SunGard Public Sector's Component Systems are not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems. | SunGard Public Sector has a stated goal to respond within two hours of the issue being reported. | |
| Non-Critical 3 | A support issue shall be considered Non-Critical when a non critical failure in operations occurs; meaning SunGard Public Sector's Component Systems are not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround. | SunGard Public Sector has a stated goal to respond within four hours of the issue being reported. | |
| Minor 4 | A support issue will be considered Minor when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system. | SunGard Public Sector has a stated goal to respond within 24 hours of the issue being reported. | |

* Measured from the moment a Case number is created. As used herein a "Case number" is created when a) SunGard Public Sector's support representative has been directly contacted by Customer either by phone, email, in person, or through SunGard Public Sector's online support portal, and b) when SunGard Public Sector's support representative assigns a case number and conveys that case number to the Customer.



Board of County Commissioners Purchasing Department

State of Florida

August 10, 2012

CONTRACT RENEWAL FORM

Sungard Public Sector, Inc.
Mr. Ronald Goodrow
1000 Business Center Drive
Lake Mary, FL 32746

**CONTRACT # C89-0067-WS
SUNGARD PUBLIC SECTOR
SOFTWARE LICENSE & SERVICE AGREEMENT
EXPIRES: 09/30/2013**

RE: Contract for Software Support Services

Dear Mr. Goodrow:

The Okaloosa County Water & Sewer Department wishes to renew the subject contract/lease, # C89-0067-WS for an additional term. The contract renewal period will be 10-1-2012 to 9-30-2013.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable) to OCWS, 1804 Lewis Turner Blvd., Ste 300, Fort Walton Beach, FL 32547. (Attn: Alice Gaston)

COUNTY REPRESENTATIVE

Requesting Dept: Water & Sewer

Approved By: _____
(DIRECTOR)

Print Name: Jeff Littrell

Title: Director

Date: _____

AUTHORIZED COMPANY REPRESENTATIVE

Contractor: Sungard Public Sector Inc.

Approved By: _____

Print Name: CCOLEMAN

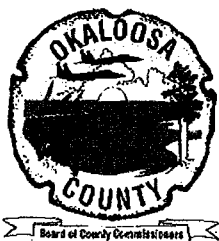
Title: Vice President

Date: 9/15/2012

County Department Instructions:

- 1) Obtain signatures from Department Director and authorized Company Representative.
- 2) Make sure the company provides a current Certificate of Insurance. (If applicable)
- 3) Keep a copy of this form for your records.
- 4) Send original to; Jack Allen, Purchasing Services Manager.

If you have any questions please contact Jack Allen at 850-689-5960, Fax-850-689-5998, e-mail: jallen@co.okaloosa.fl.us



Board of County Commissioners Purchasing Department

State of Florida

August 18, 2011

CONTRACT RENEWAL FORM

Sungard Public Sector, Inc.
Mr. Ronald Goodrow
1000 Business Center Drive
Lake Mary, FL 32746

CONTRACT # C89-0067-WS
SUNGARD HTE
SOFTWARE LICENSE & SERVICE AGREEMENT
EXPIRES: 09/30/2012

RE: Contract for Software Support Services

Dear Mr. Goodrow:

The Okaloosa County Water & Sewer Department wishes to renew the subject contract/lease, # C89-0067-WS for an additional term. The contract renewal period will be 10-1-2011 to 9-30-2012.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable) to OCWS, 1804 Lewis Turner Blvd., Ste 300, Fort Walton Beach, FL 32547. (Attn: Jerry Menze)

COUNTY REPRESENTATIVE

Requesting Dept: Water & Sewer

Approved By: Jeff Littrell
(DIRECTOR)

Print Name: Jeff Littrell

Title: Director

Date: 8/18/2011

AUTHORIZED COMPANY REPRESENTATIVE

Contractor: Sungard Public Sector Inc.

Approved By: Christian Coleman

Print Name: Christian Coleman
VP and Controller, SunGard Public Sector Inc

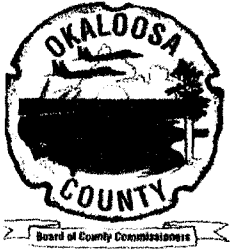
Title: _____

Date: 9/13/2011

County Department Instructions:

- 1) Obtain signatures from Department Director and authorized Company Representative.
- 2) Make sure the company provides a current Certificate of Insurance. (If applicable)
- 3) Keep a copy of this form for your records.
- 4) Send original to; Jack Allen, Purchasing Services Manager.

If you have any questions please contact Jack Allen at 850-689-5960, Fax-850-689-5998, e-mail: jallen@co.okaloosa.fl.us



Board of County Commissioners Purchasing Department

State of Florida

August 20, 2010

CONTRACT RENEWAL FORM

Sungard Public Sector, Inc.
Mr. Ronald Goodrow
1000 Business Center Drive
Lake Mary, FL 32746

CONTRACT # C89-0067-WS
SUNGARD HTE
SOFTWARE LICENSE & SERVICE AGREEMENT
EXPIRES: 9/30/2011

RE: Contract for Software Support Services

Dear Mr. Goodrow:

The Okaloosa County Water & Sewer Department wishes to renew the subject contract/lease, # C89-0067-WS for an additional term. The contract renewal period will be 10-1-2010 to 9-30-2011.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable) to OCWS, 1804 Lewis Turner Blvd., Ste 300, Fort Walton Beach, FL 32547.

COUNTY REPRESENTATIVE

AUTHOURIZED COMPANY REPRESENTATIVE

Requesting Dept: Water & Sewer

Contractor: SUNGARD PUBLIC SECTOR

Approved By: Jeff Littrell
(DIRECTOR)
Print Name: Jeff Littrell

Approved By: Thomas V Huber
Print Name: Thomas V. Huber
President, SunGard Public Sector Inc

Title: Director

Title: _____

Date: 8/24/2010

Date: 9/10/10

County Department Instructions:

- 1) Obtain signatures from Department Director and authorized Company Representative.
- 2) Make sure the company provides a current Certificate of Insurance. (If applicable)
- 3) Keep a copy of this form for your records.
- 4) Send original to; Jack Allen, Purchasing Services Manager.

If you have any questions please contact Jack Allen at 850-689-5960, Fax-850-689-5998, e-mail: jallen@co.okaloosa.fl.us

SUNGARD® PUBLIC SECTOR

September 16, 2010

Ms. Harriet Humphrey
Okaloosa County Water & Sewer
1804 Lewis Turner Blvd. #300
Fort Walton Beach, FL 32547

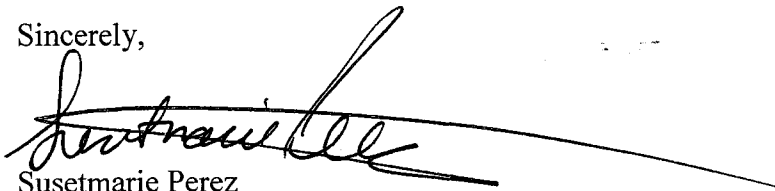
Dear Ms. Humphrey:

Enclosed are 2 SunGard Public Sector Support Services Agreements which have been executed by an authorized SunGard Public Sector representative.

Upon your approval, please have them executed, return one to my attention and retain one for your files.

If you have any questions, please call me at 407-304-3125.

Sincerely,



Susetmarie Perez
Susetmarie.perez@sungardps.com
Contracts Administrator

Enclosures

09-20-10A08:08 RCVD

**SUNGARD PUBLIC SECTOR INC. SUPPORT SERVICES AGREEMENT
CONTRACT NO. OKAL-101016**

This SunGard Public Sector Inc. Support Services Agreement ("Agreement") is entered into by and between **SunGard Public Sector Inc. (SunGard Public Sector)**, a Florida Corporation, with its principal place of business at: 1000 Business Center Drive, Lake Mary, Florida 32746;

and
**Okaloosa County Water and Sewer
(Customer),**
with its principal place of business at
1804 Lewis Turner Blvd. #300
Fort Walton Beach. FL 32547

1.

09-20-10A08:07 RCVD

CONTRACT # C89-0067-WS
SUNGARD HIE
SOFTWARE LICENSE & SERVICE AGREEMENT
EXPIRES: 9/30/2011

| Schedule of Licensed Programs Covered Under this Agreement | Support Services Fee for Initial Term October 1, 2010 - September 30, 2011 |
|---|---|
| QRep Catalog (K1) - CJ | \$ 322.40 |
| CIS Voice Response Interface | 1,497.60 |
| Delinquency Call Out Listing Interface | 634.40 |
| Selectron Credit Card Payment | 634.40 |
| QRep Catalog (KL) - CJ | 312.00 |
| QRep Administrator (1) - CG | 312.00 |
| QRep End User (3) - CG | 936.00 |
| Barcode Interface Financials - QF | 2,246.40 |
| NA VI-DMS - DX | 1,055.60 |
| NA VI-Cash Receipts - CR | 1,996.80 |
| NA VI-Purchasing Inventory - PI | 5,148.00 |
| NA VI-Land/Parcel Management - LX | 3,286.40 |
| NA VI-Work Orders/Fac Mgmt - WF | 5,647.20 |
| NA VI-Customers Information Systems - CX | 14,029.60 |
| NA VI-Contact Management - CZ | 5,501.60 |
| C2G Core Module Embedded - K1 | 1,154.40 |
| C2G CIS Module - K2 | 3,182.40 |
| NA VI-GMBA w/Extended Reporting - GM | 8,606.00 |
| QRep Catalog (GM) - CJ | 322.40 |
| QRep Administrator - CG | 312.00 |
| QRep End User - CG | 312.00 |
| Retrofit Modification Option - MOD (11) | 1,100.00 |
| QRep Catalogs (CR, PI, LX, CX & WF) - CJ (5) | 1,612.00 |
| Combined Technical Services - HB | 7,800.00 |
| Halcyon Monitoring Suite | 1,561.00 |
| GTG Looking Glass Viewer Web | 3,475.60 |
| GTG Address Manager | 2,085.30 |
| Total | \$ 75,083.50 |

2. **TERM.** The Term of this Agreement shall be from October 1, 2010 to September 30, 2011 ("Initial Term"). This Agreement can be renewed for successive one (1) year terms by payment of the then-current annual Support Services Fee. SunGard Public Sector will invoice Customer when the Support Services Fees are due.

3. **SUPPORT SERVICES.** For so long as Customer has purchased Support Services and is current in its payments to SunGard Public Sector, Customer shall be entitled to receive, and SunGard Public Sector agrees to provide, the following services which are hereinafter referred to as "Support Services" for the Licensed Programs listed in Paragraph 1 hereof:

3.1 **Program Fix Service.** Customer shall promptly report to SunGard Public Sector any errors or defects in the Licensed Program's which prevents the Licensed Programs from operating substantially in accordance with their documentation and shall further provide such information as may be required by SunGard Public Sector to replicate such errors or defects. Customer agrees to provide dial-in access to Customer's computer in order for SunGard Public Sector to investigate reported errors or defects. SunGard Public Sector will address any such replicable errors or defects with an effort commensurate with their severity and will deliver to Customer a remedial release or workaround as it becomes available. In the event the problem Customer reported as an error or defect was in fact not in the Licensed Programs, then Customer shall pay SunGard Public Sector, at SunGard Public Sector's then current list price therefor, for time spent as a result of Customer's report.

3.2 **Software Upgrades and Updates.** Customer shall receive, at no additional cost, upgrades and updates to the Licensed Programs which are generally made available at no cost by SunGard Public Sector to customers who have purchased Support Services. Customer shall receive one original of any upgrade or update to the Licensed Programs delivered hereunder in electronic form or on media, according to the general form of distribution implemented by SunGard Public Sector. Customer agrees that any upgrades or updates provided by SunGard Public Sector shall be held by Customer upon all of the terms and shall be subject to all of the conditions contained in the license agreement granting Customer the right to use the Licensed Programs.

3.3 **Telephone Support.** SunGard Public Sector shall make available a toll free telephone support line, twenty-four (24) hours a day, seven (7) days per week, for use by Customer's representatives who shall have received training on the Licensed Programs and who shall be relatively proficient in the operation of the Licensed Programs.

3.4 **Exclusions.** Support Services do not include on-site services nor Licensed Programs that are not at the latest release level or the level immediately prior to the latest release, or for which Customer has not installed all distributed corrective code, or Licensed Programs that have been modified or customized, or that have been damaged by negligence, misuse, use with inappropriate software or equipment or by other external causes.

4. **SUPPORT SERVICES FEES.**

4.1 Support Services Fees for the Initial Term hereof are as provided in Paragraph 1, and are due and payable upon execution of this Agreement.

4.2 Support Services Fees for Renewal Terms are due and payable prior to the first day of the Renewal Term, and are subject to change upon each renewal date.

4.3 Support Services Fees stated herein do not include sales (or equivalent) taxes. Taxes due, if any, will be added to Customer's invoice.

4.4 Support Services Fees are not refundable in whole or in part, except in the event of Customer's termination for cause as provided in Paragraph 9.3 hereof.

5. **MODIFICATION MAINTENANCE SERVICES.** For so long as Customer has purchased Modification Maintenance Services and is current in its payments to SunGard Public Sector under this Agreement, Customer shall be entitled to receive, and SunGard Public Sector agrees to provide, the following service:

5.1 **Modified Program Compatibility.** For each non Licensed Program in library SunGard Public Sector MOD that was written by SunGard Public Sector or any Licensed Program 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.

6. **MODIFICATION MAINTENANCE FEES.**

6.1 Modification Maintenance Fees are determined on an annual basis. This determination is based upon the number of modified programs prior to each renewal period multiplied by the then current rate charged per program.

6.2 Modification Maintenance Fees are not refundable in whole or in part.

7. **WARRANTIES AND REMEDIES.** SunGard Public Sector warrants that the Support Services provided under this Agreement shall be performed professionally, in a workmanlike manner and by employees with appropriate skills and expertise. Except as provided in this paragraph, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, IN THE EVENT SUNGARD PUBLIC SECTOR BREACHES THIS WARRANTY, IS TO TERMINATE THIS AGREEMENT PURSUANT TO THE TERMS OF PARAGRAPH 9 BELOW.
8. **LIMITATION OF LIABILITY.** SunGard Public Sector's liability to Customer for any losses or damages, whether direct or indirect, arising out of this Agreement, shall not exceed the Support Services Fees paid for the Initial Term or Renewal Term then in effect. In no event shall SunGard Public Sector be liable for any indirect, special, or consequential damages, or economic loss in connection with, or arising out of, this Agreement.
9. **TERMINATION.** This Agreement may be terminated as follows:
 - 9.1 Upon Customer's failure to renew this Agreement at the expiration of the Initial Term or any Renewal Term.
 - 9.2 By SunGard Public Sector, if Customer fails to pay Support Services Fees on or before the due date, then this Agreement shall terminate if non-payment continues for more than ten (10) days after receipt of notice in writing from SunGard Public Sector to Customer of such non-payment setting forth the sum then due and how such sum was determined.
 - 9.3 Except as provided in Paragraph 9.2 hereof, by the non-breaching party, in the event this Agreement is breached by a party and that party fails to cure the breach within thirty (30) days after having been given written notice thereof.
 - 9.4 If Customer terminates this Agreement and subsequently desires to reinstate Support Services, SunGard Public Sector's then-current policy with regard to reinstatement shall apply.
10. **GENERAL TERMS. Choice of Law/Dispute Resolution.** This Agreement shall be governed by laws of the State of Florida. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations, then either party may commence legal action against the other. Each party hereto agrees to submit to the personal jurisdiction and venue of the state and/or federal courts in or for Seminole County, Florida for resolution of all disputes in connection with this Agreement.

Binding Agreement. The individual signing this Agreement for Customer warrants that he/she has been duly authorized to bind Customer to all rights, duties, remedies, obligations and responsibilities hereunder and that the Agreement is a valid and binding obligation of Customer.

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

Force Majeure. Neither party shall be held responsible for failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control.

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 the Agreement or to such other address as either party shall from time to time indicate in writing. Any notice given pursuant to this paragraph shall be deemed given when received or five (5) calendar days from the date of the mailing, whichever occurs first.

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 hereof.

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 Public Sector or persons who have been employed by SunGard Public Sector within the immediate past twenty-four (24) months without prior written consent of SunGard Public Sector.

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.

Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to Support Services, 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. This Agreement supersedes all previous communications, representations or agreements, either written or oral, between the parties. This Agreement may not be modified or supplemented in any way except by written agreement signed by persons authorized to sign agreements on behalf of Customer and of SunGard Public Sector. Preprinted conditions which vary from the terms and conditions herein, and which are contained in any purchase order or other document submitted hereafter by Customer, are of no force or effect.

The parties, each acting with due authority, have executed this Agreement by setting forth their respective signatures:

OKALOOSA COUNTY WATER & SEWER, FL

SUNGARD PUBLIC SECTOR INC.



Authorized Signature

Authorized Signature

Richard C. Brannen - Purchasing Director

Christian Coleman
VP and Controller, SunGard Public Sector Inc

Print Name & Title

Print Name & Title

09-21-10

9/15/2010

Date

Date

**SUNGARD PUBLIC SECTOR INC. SUPPORT SERVICES AGREEMENT
CONTRACT NO. 091139**

This SunGard Public Sector Inc. Support Services Agreement ("Agreement") is entered into by and between **SunGard Public Sector Inc. (SunGard Public Sector)**, a Florida Corporation, with its principal place of business at: 1000 Business Center Drive, Lake Mary, Florida 32746;

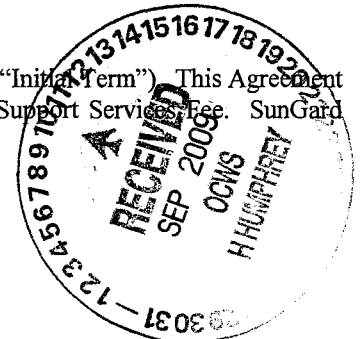
and
**Okaloosa County Water and Sewer
(Customer),**
with its principal place of business at
1804 Lewis Turner Blvd. #300
Fort Walton Beach. FL 32547

CONTRACT # C89-0067-W/S
SUNGARD HITE
SOFTWARE LICENSE & SERVICE AGREEMENT
EXPIRES: 9/30/2010

1.

| Schedule of Licensed Programs Covered Under this Agreement | Support Services Fee for Initial Term October 1, 2009 - September 30, 2010 |
|--|--|
| QRep Catalog (K1) - CJ | \$ 322.40 |
| CIS Voice Response Interface | 1,497.60 |
| Delinquency Call Out Listing Interface | 634.40 |
| Selectron Credit Card Payment | 634.40 |
| QRep Catalog (KL) - CJ | 312.00 |
| QRep Administrator (1) - CG | 312.00 |
| QRep End User (3) - CG | 936.00 |
| Barcode Interface Financials - QF | 2,246.40 |
| NAVI-DMS - DX | 1,055.60 |
| NAVI-Cash Receipts - CR | 1,996.80 |
| NAVI-Purchasing Inventory - PI | 5,148.00 |
| NAVI-Land/Parcel Management - LX | 3,286.40 |
| NAVI-Work Orders/Fac Mgmt - WF | 5,647.20 |
| NAVI-Customers Information Systems - CX | 14,029.60 |
| NAVI-Contact Management - CZ | 5,501.60 |
| C2G Core Module Embedded - K1 | 1,154.40 |
| C2G CIS Module - K2 | 3,182.40 |
| NAVI-GMBA w/Extended Reporting - GM | 8,606.00 |
| QRep Catalog (GM) - CJ | 322.40 |
| QRep Administrator - CG | 312.00 |
| QRep End User - CG | 312.00 |
| Retrofit Modification Option - MOD (9) | 900.00 |
| QRep Catalogs (CR, PI, LX, CX & WF) - CJ (5) | 1,612.00 |
| | |
| Combined Technical Services- HB | 7,800.00 |
| | |
| Total | \$ 67,761.60 |

2. **TERM.** The Term of this Agreement shall be from October 1, 2009 to September 30, 2010 ("Initial Term"). This Agreement can be renewed for successive one (1) year terms by payment of the then-current annual Support Services Fee. SunGard Public Sector will invoice Customer when the Support Services Fees are due.



3. **SUPPORT SERVICES.** For so long as Customer has purchased Support Services and is current in its payments to SunGard Public Sector, Customer shall be entitled to receive, and SunGard Public Sector agrees to provide, the following services which are hereinafter referred to as "Support Services" for the Licensed Programs listed in Paragraph 1 hereof:

3.1 **Program Fix Service.** Customer shall promptly report to SunGard Public Sector any errors or defects in the Licensed Program's which prevents the Licensed Programs from operating substantially in accordance with their documentation and shall further provide such information as may be required by SunGard Public Sector to replicate such errors or defects. Customer agrees to provide dial-in access to Customer's computer in order for SunGard Public Sector to investigate reported errors or defects. SunGard Public Sector will address any such replicable errors or defects with an effort commensurate with their severity and will deliver to Customer a remedial release or workaround as it becomes available. In the event the problem Customer reported as an error or defect was in fact not in the Licensed Programs, then Customer shall pay SunGard Public Sector, at SunGard Public Sector's then current list price therefor, for time spent as a result of Customer's report.

3.2 **Software Upgrades and Updates.** Customer shall receive, at no additional cost, upgrades and updates to the Licensed Programs which are generally made available at no cost by SunGard Public Sector to customers who have purchased Support Services. Customer shall receive one original of any upgrade or update to the Licensed Programs delivered hereunder in electronic form or on media, according to the general form of distribution implemented by SunGard Public Sector. Customer agrees that any upgrades or updates provided by SunGard Public Sector shall be held by Customer upon all of the terms and shall be subject to all of the conditions contained in the license agreement granting Customer the right to use the Licensed Programs.

3.3 **Telephone Support.** SunGard Public Sector shall make available a toll free telephone support line, twenty-four (24) hours a day, seven (7) days per week, for use by Customer's representatives who shall have received training on the Licensed Programs and who shall be relatively proficient in the operation of the Licensed Programs.

3.4 **Exclusions.** Support Services do not include on-site services nor Licensed Programs that are not at the latest release level or the level immediately prior to the latest release, or for which Customer has not installed all distributed corrective code, or Licensed Programs that have been modified or customized, or that have been damaged by negligence, misuse, use with inappropriate software or equipment or by other external causes.

4. **SUPPORT SERVICES FEES.**

4.1 Support Services Fees for the Initial Term hereof are as provided in Paragraph 1, and are due and payable upon execution of this Agreement.

4.2 Support Services Fees for Renewal Terms are due and payable prior to the first day of the Renewal Term, and are subject to change upon each renewal date.

4.3 Support Services Fees stated herein do not include sales (or equivalent) taxes. Taxes due, if any, will be added to Customer's invoice.

4.4 Support Services Fees are not refundable in whole or in part, except in the event of Customer's termination for cause as provided in Paragraph 9.3 hereof.

5. **MODIFICATION MAINTENANCE SERVICES.** For so long as Customer has purchased Modification Maintenance Services and is current in its payments to SunGard Public Sector under this Agreement, Customer shall be entitled to receive, and SunGard Public Sector agrees to provide, the following service:

5.1 **Modified Program Compatibility.** For each non Licensed Program in library SunGard Public Sector MOD that was written by SunGard Public Sector or any Licensed Program 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.

6. **MODIFICATION MAINTENANCE FEES.**

6.1 Modification Maintenance Fees are determined on an annual basis. This determination is based upon the number of modified programs prior to each renewal period multiplied by the then current rate charged per program.

6.2 Modification Maintenance Fees are not refundable in whole or in part.

7. **WARRANTIES AND REMEDIES.** SunGard Public Sector warrants that the Support Services provided under this Agreement shall be performed professionally, in a workmanlike manner and by employees with appropriate skills and expertise. Except as provided in this paragraph, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, IN THE EVENT SUNGARD PUBLIC SECTOR BREACHES THIS WARRANTY, IS TO TERMINATE THIS AGREEMENT PURSUANT TO THE TERMS OF PARAGRAPH 9 BELOW.
8. **LIMITATION OF LIABILITY.** SunGard Public Sector's liability to Customer for any losses or damages, whether direct or indirect, arising out of this Agreement, shall not exceed the Support Services Fees paid for the Initial Term or Renewal Term then in effect. In no event shall SunGard Public Sector be liable for any indirect, special, or consequential damages, or economic loss in connection with, or arising out of, this Agreement.
9. **TERMINATION.** This Agreement may be terminated as follows:
- 9.1 Upon Customer's failure to renew this Agreement at the expiration of the Initial Term or any Renewal Term.
- 9.2 By SunGard Public Sector, if Customer fails to pay Support Services Fees on or before the due date, then this Agreement shall terminate if non-payment continues for more than ten (10) days after receipt of notice in writing from SunGard Public Sector to Customer of such non-payment setting forth the sum then due and how such sum was determined.
- 9.3 Except as provided in Paragraph 9.2 hereof, by the non-breaching party, in the event this Agreement is breached by a party and that party fails to cure the breach within thirty (30) days after having been given written notice thereof.
- 9.4 If Customer terminates this Agreement and subsequently desires to reinstate Support Services, SunGard Public Sector's then-current policy with regard to reinstatement shall apply.
10. **GENERAL TERMS. Choice of Law/Dispute Resolution.** This Agreement shall be governed by laws of the State of Florida. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations, then either party may commence legal action against the other. Each party hereto agrees to submit to the personal jurisdiction and venue of the state and/or federal courts in or for Seminole County, Florida for resolution of all disputes in connection with this Agreement.

Binding Agreement. The individual signing this Agreement for Customer warrants that he/she has been duly authorized to bind Customer to all rights, duties, remedies, obligations and responsibilities hereunder and that the Agreement is a valid and binding obligation of Customer.

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

Force Majeure. Neither party shall be held responsible for failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control.

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 the Agreement or to such other address as either party shall from time to time indicate in writing. Any notice given pursuant to this paragraph shall be deemed given when received or five (5) calendar days from the date of the mailing, whichever occurs first.

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 hereof.

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 Public Sector or persons who have been employed by SunGard Public Sector within the immediate past twenty-four (24) months without prior written consent of SunGard Public Sector.

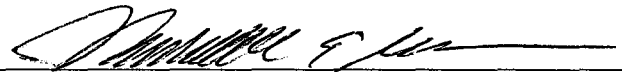
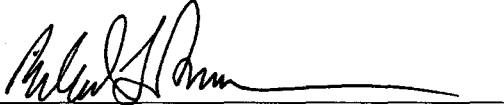
Non-waiver. Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to Support Services, 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. This Agreement supersedes all previous communications, representations or agreements, either written or oral, between the parties. This Agreement may not be modified or supplemented in any way except by written agreement signed by persons authorized to sign agreements on behalf of Customer and of SunGard Public Sector. Preprinted conditions which vary from the terms and conditions herein, and which are contained in any purchase order or other document submitted hereafter by Customer, are of no force or effect.

The parties, each acting with due authority, have executed this Agreement by setting forth their respective signatures:

OKALOOSA COUNTY WATER & SEWER, FL

SUNGARD PUBLIC SECTOR INC.



Authorized Signature

Authorized Signature

Richard L. Brannon *Penetration Director*

Ronald E. Goodrow
Exec.VP, SunGard Public Sector Inc

Print Name & Title

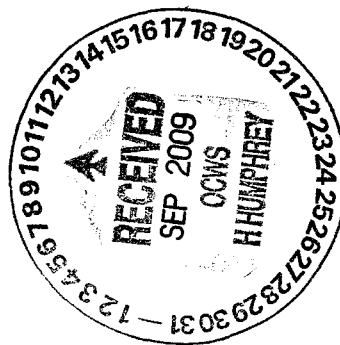
Print Name & Title

09-11-09

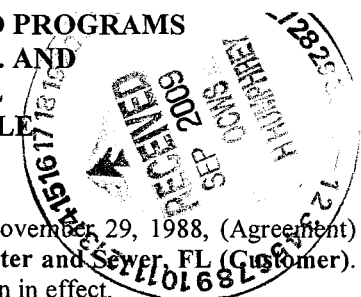
September 9, 2009

Date

Date



**SUPPLEMENT TO AGREEMENT FOR H.T.E., INC. LICENSED PROGRAMS
 BY AND BETWEEN SUNGARD PUBLIC SECTOR INC. AND
 OKALOOSA COUNTY WATER AND SEWER, FL
 SCHEDULE A-PRICING AND PAYMENT SCHEDULE
 CONTRACT NO. OKAL-091157**



This Supplement is to the Agreement for H.T.E., Inc. Licensed Programs dated November 29, 1988, (Agreement) between SunGard Public Sector Inc. (SunGard Public Sector) and Okaloosa County Water and Sewer, FL (Customer). Unless otherwise stated below, all terms and conditions as stated in the Agreement shall remain in effect.

Designated Machine

Use of the Licensed Program(s) provided in this Supplement on platforms other than specified below, without written permission from SunGard Public Sector, may be subject to an upgrade charge.

| | License Fees and Services | License Fees | Hardware Fees | Implementation Fees | Annual Support Fees |
|---|---|--------------------|------------------|---------------------|---------------------|
| 3rd Party Products (Halcyon Software) | Halcyon Monitoring Suite (Per Attached Halcyon - Software License Agreement) | \$ 8,065.00 | | | \$ 1,561.00 |
| 3rd Party Hardware | GSM Data Terminal (to be provided by Halcyon) | | \$ 500.00 | | |
| 3rd Party Services | Implementation Services (4 Hour WebEx Training) | | | \$ 700.00 | |
| | Total: | \$ 8,065.00 | \$ 500.00 | \$ 700.00 | \$ 1,561.00 |

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.

***Payments:**

THE AMOUNTS NOTED ABOVE SHALL BE PAYABLE AS FOLLOWS:

- Third Party License Fees: Upon execution of this Supplement.
- Third Party Hardware: Upon execution of this Supplement.
- Implementation Fees: Upon execution of this Supplement.
- Third Party Support Fees: Prior to the commencement of the initial term of support. Support fees for subsequent terms of support will be due prior to the start of that term at the then prevailing rate. Rates for subsequent years of support service are subject to change
- Travel and Living Expenses: Travel and living expenses for SunGard Public Sector employees 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.

Notes:

1. Fees are based on the following configuration: Software Tier P10. Changes to this configuration may require price adjustments to the software license fees and annual maintenance fees.
2. Implementation Services to be performed remotely by Halcyon Software technicians.
3. Additional Training, if requested by Customer, is available in two (2) hour increments at a rate of \$350.00 per session.

Third Party Support Services

The initial term of Third Party application support services shall commence on the first day of the month following full execution of this Supplement. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the initial support period.

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.

Customer is required to enter into the attached Halcyon Software License and Software Maintenance and Technical Services Agreements (Halcyon Agreements), for the right to use the Halcyon Software. Use of the Halcyon Software shall be governed by the Halcyon Agreements.

Testing and Acceptance

There is no Testing and Acceptance period on the Licensed Program(s) herein.

Limitation of Liability and Remedies

To the extent permitted by law, and to the extent provided for under the Agreement or this Supplement, for claims related to bodily injury, death and damage to real property and tangible personal property, SunGard Public Sector shall indemnify and hold harmless the Customer from and against all direct damages and costs of any kind, including but not limited to reasonable attorney fees, arising out of or resulting from any negligent acts, or negligent omissions of SunGard Public Sector, regardless of whether such claims are caused in part by any party indemnified hereunder, but not to the extent that the Customer is legally liable for such damages and costs. In no event, however, will SunGard Public Sector be liable for any consequential damages, including lost profits, savings or procurement costs, even if SunGard Public Sector has been advised of their possibility.

Except for SunGard Public Sector's obligations to indemnify the Customer under infringement actions, and claims for personal injury or damages to real or tangible personal property caused by SunGard Public Sector's negligence as noted above, SunGard Public Sector's liability for damages to the Customer for any cause whatsoever under the Agreement or this Supplement, regardless of the form of action, is limited to the total amount of fees paid by Customer under this Supplement for SunGard Public Sector Licensed Programs and services, not including any fees associated with SunGard Public Sector project management and related out-of-pocket expenses.

Preprinted Terms and Conditions

Preprinted conditions and all other terms, not included in this Supplement or in the Agreement, 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 if applicable, this Supplement and the Hardware Purchase Agreement if applicable, shall control unless expressly accepted by SunGard Public Sector in writing to the Customer.

Non-Hiring Statement

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

Dispute Resolution

Prior to either party commencing any legal action under this Supplement, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other. Each party hereto agrees to submit to the personal jurisdiction and venue of the state and/or federal courts in or for Seminole County, Florida for resolution of all disputes in connection with this Supplement.

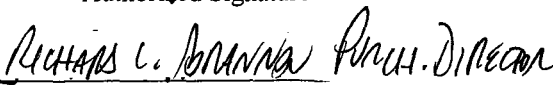
The terms and conditions contained in this Supplement, including the prices, will be honored as set forth herein, provided this Supplement is fully executed by September 30, 2009.

OKALOOSA COUNTY WATER & SEWER, FL

SUNGARD PUBLIC SECTOR INC.


Authorized Signature


Authorized Signature


Print Name & Title

Chris Coleman-Keathley
VP and Controller, SunGard Public Sector Inc
Print Name & Title

09-16-09
Date

9/14/2009
Date

SOFTWARE LICENSE AGREEMENT



THIS AGREEMENT is made this _____ day of _____ 2009 between:-

1. Halcyon Software, Inc. whose address is 16 N. Franklin Street, Doylestown PA 18901 ("Halcyon"), and
2. Okaloosa County Water and Sewer whose address is 1804 Lewis Turner Blvd. #300, Fort Walton Beach, FL 32547 ("Licensee")

WHEREAS:

Licensee wishes to license from Halcyon, and Halcyon wishes to license to Licensee, the Software, as herein defined, under and subject to the terms of this Agreement. If Licensee downloaded the Software from Halcyon's website then this agreement supersedes the software license agreement accepted at that time.

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Definitions

- 1.1 In this Agreement, the following terms shall have the following meanings:-

"**Intellectual Property Rights**" - all copyrights, patents, database rights, trademarks and service marks, together with all trade secrets, know-how, confidential information and other intellectual and industrial property rights in all parts of the world.

"**License**" - this agreement that Halcyon and Licensee are now entering into for the licensing by Halcyon to Licensee of the Software on the terms and conditions set herein.

"**License Fee**" - the license fee that Licensee pays either to Halcyon or to Halcyon's appointed reseller for use of the Software under this Agreement.

"**Software**" - the software as defined in the Schedule including any update or replacement provided to Licensee by Halcyon or the reseller under a maintenance/support agreement together with any manuals or other materials supplied by Halcyon or the reseller ancillary thereto.

"**Software License Key**" - the software key provided to Licensee to enable use of the Software.

"**System Parameters**" - the specification of the hardware on which the Software is used as detailed in the Schedule.

2. License

- 2.1 Subject to payment of the License Fee and receipt of this signed Software License Agreement, Halcyon hereby grants to Licensee a limited, non-exclusive, non-transferable software license in object code form to use the Software only for Licensee's own internal business purposes and strictly in accordance with the System Parameters and subject to any special conditions specified in the Schedule. The Software License Key will be provided to Licensee for such use.
- 2.2 Any use of the Software otherwise than in accordance with Section 2.1 shall be subject to Halcyon's prior written consent and any reasonable additional license fee which Halcyon determines.
- 2.3 Licensee shall not, modify, reverse assemble, decompile or reverse engineer the Software nor shall Licensee permit whether directly or indirectly any third party to do any of the foregoing.
- 2.4 Licensee may not provide the Software to a third party to use on its behalf (or for any other purposes) without Halcyon's prior written permission and subject to such written undertakings from such third party as Halcyon may require.

3. Confidentiality, Copying and Intellectual Property Rights

- 3.1 Licensee acknowledges that the Software (and any modifications thereof or updates thereto provided to Licensee by Halcyon) and any other information provided to Licensee by Halcyon (together the "Confidential Information") are confidential, and proprietary to Halcyon and constitute Halcyon's valuable trade secrets. Licensee agrees to keep the Confidential Information confidential and not to divulge such information to a third party and only to divulge such information to Licensee's employees as is strictly necessary for Licensee to use the Software pursuant to this Agreement. Licensee shall ensure that all parties permitted to have access to the Confidential Information maintain such confidentiality. Licensee acknowledges that the terms of this Section 3 and Section 4 shall survive the termination of this Agreement for whatever reason.
- 3.2 Halcyon shall be entitled to disclose Licensee's name as a user of the Software.
- 3.3 Except for one copy of the Software for back-up purposes, Licensee shall not itself nor allow any third party to duplicate or otherwise reproduce the Software in whole or in part.
- 3.4 Licensee acknowledges that, except as expressly set forth herein, Licensee is not being granted any rights in and to the Software, the Confidential Information, or Halcyon's Intellectual Property Rights.
- 3.5 Licensee will notify Halcyon of any claim which may be made against Halcyon or Licensee alleging that the Software infringes the Intellectual Property Rights of a third party as soon as Licensee becomes aware of any such actual or potential claim.
- 3.6 Licensee shall immediately bring to Halcyon's attention any infringement or suspected infringement by any third party of any of the Intellectual Property Rights in the Software of which Licensee is aware and shall at Halcyon's request and expense take such action or assist Halcyon in taking such action as Halcyon may deem appropriate to protect Halcyon's Intellectual Property Rights.

3.7 Licensee agrees not to remove, delete or obscure any copyright notices, confidentiality notices, or other intellectual property notices, on or in the Software and to ensure the accurate reproduction of the same on any copies of the Software which Licensee is entitled to make in accordance with the terms hereof.

4. Limitation of Liability and Warranties

4.1 Licensee acknowledges that the Software has not been written to meet Licensee's individual requirements and it is Licensee's responsibility to satisfy itself that the Software will meet Licensee's requirements and be compatible with Licensee's existing or any future hardware/software configuration. Halcyon makes no warranty or representation in that respect and no failure of any part or the whole of the Software to be suitable for Licensee's requirements shall give rise to any right or claim against Halcyon.

4.2 Halcyon will not be liable for any indirect, consequential, or incidental losses or damages, nor any loss of profit, revenue, data or goodwill howsoever arising suffered by Licensee or for any wasted management time, failure to make anticipated savings or liability Licensee may have to any third party arising in any way in connection with this Agreement or otherwise whether or not Halcyon has been advised of the possibility of such losses.

4.3 Halcyon shall not be liable for any loss or damage of whatsoever nature suffered by Licensee arising out of or in connection with any breach of this Agreement by Licensee or any act, misrepresentation, error or omission made by or on behalf of Licensee (including without limitation use of the Software by someone with inadequate training or experience) or arising from any cause beyond Halcyon's reasonable control.

4.4 No matter how many claims are made and whatever the basis of such claims, Halcyon's maximum aggregate liability to Licensee under or in connection with this Agreement, in respect of any direct loss (or any other loss to the extent that such loss is not excluded by Sections 4.1 - 4.3 above or otherwise) whether such claim arises in contract or in tort shall not exceed the total amount paid by Licensee pursuant to this Agreement.

4.5 Although Halcyon makes all reasonable attempts to exclude viruses from the Software, Halcyon does not warrant that the Software will be virus or error free.

4.6 Halcyon gives no warranties in connection with the Software other than that the Software will, to the extent that it is not modified by Licensee or any third party, perform substantially in accordance with the accompanying written materials for a period of 90 days from the date the Software is delivered to the Licensee. Licensee's sole remedy for a breach of the foregoing warranty shall be the repair or replacement of the non-performing component. In the event that Halcyon, in its sole discretion, determines that it is unable to cause the Software to perform substantially in accordance with the accompanying written materials, then Halcyon may terminate this Agreement and in full and final settlement of any claims that Licensee might have refund to Licensee the License Fee.

4.7 Except as otherwise expressly set forth herein, Halcyon makes no other warranties or representations with respect to the Software and hereby disclaims all other express or implied warranties, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

4.8 Licensee agrees that it is in a better position to foresee and evaluate any loss Licensee may suffer in connection with this Agreement and that the License Fee has been calculated on the basis of the limitations and exclusions in this Section 4 and that Licensee will effect such insurance as is suitable having regard to Licensee's particular circumstances and the terms of this Section 4.

4.9 Licensee hereby warrants that Licensee has not been induced to enter into this Agreement by any prior representations whether oral or written except as expressly contained in this Agreement and Licensee hereby waives any claim for breach of any such representations which are not so contained.

4.10 Halcyon agrees to defend, indemnify and to hold Licensee harmless, from and against any claims that the Software infringes the intellectual property rights of any third party, provided that Halcyon is provided with prompt notice of such claims, is given sole control of the defense and/or settlement of such claims, and Licensee reasonably cooperates in the defense and/or settlement of such claims.

5. Termination

5.1 The Agreement will continue in force unless it is terminated in accordance with one of the following:

5.1.1 Either party may terminate this Agreement immediately by written notice to the other party in the event that any of the following occur:-

- a. the other party fails to pay any amount due hereunder within 30 days of its due date; or
- b. the other party materially breaches any term of this Agreement and such breach is incapable of being cured or continues for a period of 30 days after notice requiring the same to be cured has been given by the non-breaching party to the other party; or
- c. the other party becomes insolvent, files, or has filed against it, a petition in any bankruptcy, insolvency, or similar proceeding, or for the appointment of a receiver.

5.1.2 Halcyon may terminate this Agreement immediately if Licensee breaches Section 6.4 hereunder.

5.1.3 Licensee may terminate this Agreement at any time by giving Halcyon 30 day's prior written notice.

5.1.4 Termination of this Agreement shall be without prejudice to any other rights or remedies of the terminating party.

5.1.5 In the event of termination of this Agreement, Licensee shall within 7 days remove the Software from Licensee's computer system(s) including any portable computers used in or outside Licensee's office(s) and certify in writing to Halcyon or its reseller that this has been done.

6. General

- 6.1 Subject to Section 6.2, this written Agreement together with the Schedule constitutes the entire understanding and agreement between the parties hereto relating to the subject matter hereof and neither party has relied on any representation made by the other party unless such representation is expressly included herein.
- 6.2 No change, alteration or modification to this Agreement shall be valid unless in writing and signed by duly authorized representatives of both parties.
- 6.3 If any provision of this Agreement or part thereof shall be void for whatever reason, it shall be deemed deleted and the remaining provisions shall continue in full force and effect.
- 6.4 Licensee's rights and obligations under this Agreement are personal to the Licensee and Licensee agrees that Licensee shall not, without Halcyon's prior written consent, assign, lease, charge, sub-license, or otherwise transfer such rights and obligations in whole or in part.
- 6.5 Halcyon reserves the right to sub-contract any of the work required to fulfil Halcyon's obligations hereunder.
- 6.6 Any notice given pursuant hereto may be served personally or sent by pre-paid registered or certified mail or overnight courier to the addresses set forth at the head of this Agreement. Such notice shall be deemed to have been duly served upon and received by the addressee, when served personally or delivered by overnight courier, at the time of such service or delivery, or, when mailed, 48 hours after the same shall have been put into the United States mail correctly addressed and pre-paid.
- 6.7 Neither party shall be liable for any loss suffered by the other party or be deemed to be in default for any delays or failures in performance hereunder (other than in relation to payment) resulting from acts or causes beyond its reasonable control or from any acts of God, acts or regulations of any governmental or supra-national authority.
- 6.8 Any delay or forbearance by either party in enforcing any provisions of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or right thereafter to enforce the same.
- 6.9 Section headings have been included in this Agreement for reference and convenience only and shall not be considered part of, or be used in interpreting, this Agreement.
- 6.10 This Agreement shall be governed and construed according to the laws of the Commonwealth of Pennsylvania, without regard to the rules governing conflict of laws. Licensee irrevocably agrees that venue and jurisdiction for any dispute hereunder shall lie exclusively with the state and federal courts in and for Bucks County, Pennsylvania.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Agreement as of the date first above written.

Agreed for Halcyon Software, Inc.

Agreed for Licensee

Signature: *John Dominic*

Signature: *Richard L. Branaban*

Printed Name: JOHN DOMICIC

Printed Name: RICHARD L. BRANABAN

Title: CHANNEL MANAGER

Title: PURCHASING DIRECTOR

Date: 9/14/2009

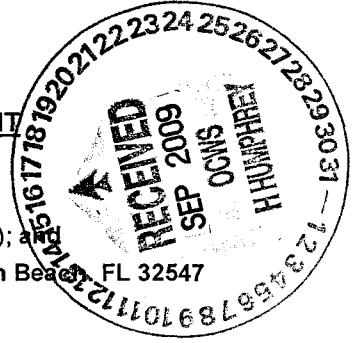
Date: 09.16.09

SCHEDULE

Date: _____

| Software | Number of Servers | System Parameters | | | Processor Group | License Fee US\$ |
|------------------|-------------------|-------------------|---------------|-------------|-----------------|------------------|
| | | Model & Feature | CPU Serial No | System Name | | |
| Monitoring Suite | 1 | E4A | 10A1C34 | | P10 | \$8,065.00 |

SOFTWARE MAINTENANCE AND TECHNICAL SUPPORT AGREEMENT



THIS AGREEMENT is made this _____ day of _____, 2009 between:

1. Halcyon Software, Inc. whose address is 16 N. Franklin Street, Doylestown PA 18901 ("Halcyon"); and
2. Okaloosa County Water and Sewer whose address is 1804 Lewis Turner Blvd. #300, Fort Walton Beach, FL 32547 ("Customer")

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Definitions

- 1.1 In this Agreement, the following terms shall have the following meanings:
 - "Intellectual Property Rights" - all copyrights, patents, database rights, trademarks and service marks, together with all trade secrets, know-how, confidential information and other intellectual and industrial property rights in all parts of the world.
 - "License" - the agreement entered into between the parties relating to the licensing of the Software.
 - "Maintenance Fee" - the periodic fee specified in the Schedule payable by the Customer to Halcyon's appointed reseller in respect of the Maintenance Services subject to any increases pursuant to Section 3.5 below.
 - "Maintenance Improvements" - corrections, by-passes, or revisions to the Software.
 - "Maintenance Period" - the period of provision of the Maintenance Services specified in the Schedule and any extensions to this Agreement which will, unless agreed to the contrary, be of the same duration.
 - "Maintenance Services" - the provision by Halcyon to the Customer of maintenance and technical support services in accordance with Section 2 below.
 - "PTF" - program temporary fix; one or more temporary software corrections made generally available by Halcyon until a new version of the Software is released.
 - "Software" - the software indicated in the Schedule including any Maintenance Improvements provided pursuant to this Agreement together with any manuals or other materials supplied by Halcyon ancillary thereto.
 - "System Parameters" - the specification in the Schedule of the hardware on which the Software is used and for which the correct Maintenance Fee has been received.

2. The Maintenance Services

- 2.1 During the term of this Agreement and in consideration of the payment of the Maintenance Fee by the Customer to Halcyon's appointed reseller, the Customer shall be provided with the services set out in Sections 2.1.1 and 2.1.2.

2.1.1 Maintenance Services

Halcyon shall provide the following maintenance services for the Software:

- Provision of available known error corrections by delivery of available PTFs via electronic communication and for download via the Internet (www.halcyonsoftware.com).
- Provision of available minor updates (bundling of several error corrections into one PTF) by delivery via electronic communication and for download via the Internet (www.halcyonsoftware.com).
- Provision of available medium upgrades (version with additional / enhanced functions) by delivery via electronic communication and for download via the Internet (www.halcyonsoftware.com).
- Provision of available major upgrades (version with substantially enhanced functions) by delivery via electronic communication and for download via the Internet (www.halcyonsoftware.com).

2.1.2 Telephone Support

Halcyon shall provide telephone support to help the Customer with installation and operation problems and alleged program errors relating to the Software. Halcyon shall use reasonable efforts to ensure that the Software operates correctly in all material respects by diagnosing and correcting any inherent material defect in the Software.

- 2.2 If Halcyon is unable to provide diagnosis and correction pursuant to Clause 2.1.2, the Customer shall allow the use of a web-based conferencing facility provided by either Halcyon or Customer to view and assist diagnosis of the fault and provide any documentary or other evidence of the fault requested by Halcyon and a detailed description of the circumstances in which it arose as well as any other assistance which Halcyon may request to substantiate the existence or discover the cause of such fault.

3. Charges

- 3.1 The Maintenance Fee shall cover the provision of the Maintenance Services only in relation to the Software and not in connection with any other software.
- 3.2 The Maintenance Fee for the first Maintenance Period shall be paid by the Customer to Halcyon's appointed reseller within 30 days of the date of this Agreement. The Maintenance Fee for any subsequent Maintenance Periods shall be paid by the Customer to Halcyon's appointed reseller at least 14 days prior to the commencement of each such

subsequent Maintenance Period.

- 3.3 The Maintenance Fee shall be non-refundable.
- 3.4 Halcyon shall be entitled to increase the Maintenance Fee, effective from the start of each Maintenance Period subject to at least 45 days' prior written notice to the Customer which may be in the form of an invoice for renewal. Any such increase will be limited to a maximum of 5 percent in any rolling 12 month period.
- 3.5 If subsequent hereto, the Customer buys additional licenses or makes any changes to the System Parameters, the Customer shall pay to Halcyon's appointed reseller additional maintenance fees on a pro-rata basis within 30 days of the date of the invoice for such additional maintenance fees. Future payments of the Maintenance Fee will take account of such additional maintenance fee.
- 3.6 If the Customer does not pay the Maintenance Fee for any Maintenance Period, the Customer will cease to receive Maintenance Services and the Customer will only be entitled to acquire Maintenance Improvements issued during that Maintenance Period upon payment of the applicable, then-current Maintenance Fee covering at least 12 months and a reinstatement fee equal to the amount of the applicable Maintenance Fee for the period during which the Customer did not pay such fees until the reinstatement date (or, if the Customer has never paid the Maintenance Fee, the current Maintenance Fee together with the Maintenance Fees that would have been due for the entire period from the commencement date of the Customer's License to use the Software).
- 3.7 Halcyon may without prejudice to any other rights and remedies suspend the Maintenance Services hereunder if the Customer fails to pay the Maintenance Fee for any Maintenance Period in accordance with Section 3.2 above.
- 3.8 Where the Customer wishes Halcyon to effect modifications to the Software or any other services not covered herein, Halcyon shall (unless the parties agree otherwise in writing) be entitled to charge the Customer for such work.
- 3.9 All prices or sums quoted by Halcyon or specified herein are stated exclusive of any taxes, duties, fees or other government levies, which may be incurred or imposed.
- 3.10 For the purpose of this Agreement, time of payment shall be of the essence.

4. Intellectual Property Rights and Customer Warranty

- 4.1 The Customer acknowledges that the Customer obtains no Intellectual Property Rights whatsoever in the Software, Maintenance Improvements or any part thereof or in any documents, drawings, charts, data, computer programs, by virtue of this Agreement.
- 4.2 The Customer shall fully indemnify Halcyon in respect of any claim, loss or liability or damage sustained by Halcyon as a result of any act or omission by any of the Customer's employees, agents or servants.
- 4.3 The Customer hereby warrants that the Customer has not been induced to enter into this Agreement by any prior representations whether oral or written except as expressly contained in this Agreement and the Customer hereby waives any claim for breach of any such representations which are not so contained.

5. Limitation of Liability

- 5.1 Halcyon will not be liable for any indirect, consequential or incidental losses or damages, nor any loss of profit, revenue, data or goodwill howsoever arising suffered by Customer or for any wasted management time, failure to make anticipated savings or liability Customer may have to any third party arising in any way in connection with this Agreement or otherwise whether or not Halcyon has been advised of the possibility of such losses.
- 5.2 Halcyon shall not be liable for any loss or damage of whatsoever nature suffered by Customer arising out of or in connection with any breach of this Agreement by Customer or any act, misrepresentation, error or omission made by or on behalf of Customer (including without limitation use of the Software by someone with inadequate training or experience) or arising from any cause beyond Halcyon's reasonable control.
- 5.3 No matter how many claims are made and whatever the basis of such claims, Halcyon's maximum aggregate liability to Customer under or in connection with this Agreement, in respect of any direct loss (or any other loss to the extent that such loss is not excluded by Section 5.1 and Section 5.2 above or otherwise) whether such claim arises in contract or in tort shall not exceed the total amount paid by Customer pursuant to this Agreement.
- 5.4 Although Halcyon makes all reasonable attempts to exclude viruses from the Software, Halcyon does not warrant that the Software will be virus or error free.

6. Term and Termination

- 6.1 Unless and until this Agreement is terminated in accordance with the provisions of this Section 6, this Agreement shall begin on the Maintenance Start Date indicated within the Schedule and continue for an initial term of 12 months and thereafter from year to year.
- 6.2 Either party may terminate this Agreement at any anniversary of this Agreement or at the start of any Maintenance Period other than the initial Maintenance Period by giving the other party not less than 30 days' prior written notice.
- 6.3 Either party may terminate this Agreement immediately by written notice to the other party in the event that any of the following occur:
 - a) the other party fails to pay any amount due hereunder within 30 days of its due date; or
 - b) the other party materially breaches any term of this Agreement and such breach is incapable of being cured or continues for a period of 30 days after notice requiring the same to be cured has been given by the non-breaching party to the other party; or

- c) the other party becomes insolvent, files, or has filed against it, a petition in any bankruptcy, insolvency, or similar proceeding, or for the appointment of a receiver.
- 6.4 Halcyon may terminate this Agreement immediately if the Customer breaches Section 7.4 hereunder.
- 6.5 Termination of this Agreement shall be without prejudice to any other rights or remedies of the terminating party.
- 6.6 This Agreement shall terminate immediately and automatically if the License terminates.

7. General

- 7.1 Subject to Section 7.2, this written Agreement together with the Schedule, constitutes the entire understanding and agreement between the parties hereto relating to the subject matter hereof and neither party has relied on any representation made by the other party unless such representation is expressly included herein.
- 7.2 No change, alteration or modification to this Agreement shall be valid unless in writing and signed by duly authorized representatives of both parties.
- 7.3 If any provision of this Agreement or part thereof shall be void for whatever reason, it shall be deemed deleted and the remaining provisions shall continue in full force and effect.
- 7.4 The Customer's rights and obligations under this Agreement are personal to the Customer and the Customer agrees that it shall not, without Halcyon's prior written consent, assign, lease, charge, sub-license, or otherwise transfer such rights and obligations in whole or in part.
- 7.5 Halcyon reserves the right to sub-contract any of the work required to fulfill its obligations hereunder.
- 7.6 Any notice given pursuant hereto may be served personally or sent by pre-paid registered or certified mail or overnight courier to the addresses set forth at the head of this Agreement. Such notice shall be deemed to have been duly served upon and received by the addressee, when served personally or delivered by overnight courier, at the time of such service or delivery, or, when mailed, 48 hours after the same shall have been put into the United States mail correctly addressed and pre-paid.
- 7.7 Neither party shall be liable for any loss suffered by the other party or be deemed to be in default for any delays or failures in performance hereunder (other than in relation to payment) resulting from acts or causes beyond its reasonable control or from any acts of God, acts or regulations of any governmental or supra-national authority.
- 7.8 Any delay or forbearance by either party in enforcing any provisions of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or right thereafter to enforce the same.
- 7.9 Section headings have been included in this Agreement for reference and convenience only and shall not be considered part of, or be used in interpreting, this Agreement.
- 7.10 This Agreement shall be governed and construed according to the laws of the Commonwealth of Pennsylvania, without regard to the rules governing conflict of laws. Customer irrevocably agrees that venue and jurisdiction for any dispute hereunder shall lie exclusively with the state and federal courts in and for Bucks County, Pennsylvania.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Agreement as of the date first above written.

Agreed for Halcyon Software, Inc.

Agreed for Customer

Signature: *John Dominic*

Signature: *Richard L. Brennan*

Printed Name: JOHN DOMINIC

Printed Name: RICHARD L. BRENNAN

Title: CHANNEL MANAGER

Title: PURCHASING DIRECTOR

Date: 9/14/2009

Date: 09.16.09

SCHEDULE

Date: _____

| | | | System Parameters | | | | | |
|------------------|-------------------|-----------------|-------------------|-------------|-----------------|---------------|-------------------|-----------------|
| Software | Number of Servers | Model & Feature | CPU Serial No | System Name | Processor Group | Maint. Period | Maint. Start Date | Maint. Fee US\$ |
| Monitoring Suite | 1 | E4A | 10A1C34 | | P10 | | * | \$1,561 |

* Maintenance Start Date shall be the first day of the month following execution of this Agreement

SUNGARD® PUBLIC SECTOR

www.sungard.com/publicsector • 407-304-3235 • 800-727-8088 toll-free

September 14, 2009

Harriet Humphrey
Okaloosa County Water and Sewer
Information Technology
1804 Lewis Turner Blvd Ste 300
Ft. Walton Beach, FL 32547



Dear Ms. Humphrey:

Enclosed please find revised copies each of the SunGard Public Sector Schedule A for the purchase of the Halcyon Monitoring Suite, with the addition of the GSM Data Terminal. Also enclosed are the Halcyon Software License and Maintenance Agreements.

The SunGard Schedule A has been signed by an authorized SunGard Public Sector representative. The Halcyon Agreements have been signed by a representative of Halcyon Software.

Upon your approval, please have these agreements executed and return one (1) copy of to my attention at the address provided below and retain the others for your records

If you have any questions, please feel free to Client Services representative Brad Gaukel or me at either 407-304-3463 or my email address below. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Gary Jeffers".

Gary Jeffers
Senior Contracts Specialist
gary.jeffers@sungardps.com

Enclosures