

RESOLUTION NO. 2018-2540

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT WITH USA SOFTWARE, INC. FOR THE INFORMATION MANAGEMENT SYSTEM SOFTWARE UTILIZED BY THE POLICE DEPARTMENT; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) wishes to enter into a Software Support and Maintenance Agreement with USA Software, Inc., (“Contractor”) for software support services for the Information Management Systems Software utilized by the Town’s Police Department; and

WHEREAS, the Contractor has provided a proposal for the services and has agreed to provide the services as provided for in the Agreement, and Addendum thereto, attached hereto as Exhibit “A” (collectively, the “Agreement”); and

WHEREAS, the Town Commission finds that the Agreement is in the best interest and welfare of the Town and wishes to approve same in substantially the form attached hereto as Exhibit “A.”

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

Section 1. Recitals. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval and Authorization. The Agreement between the Town and Contractor, substantially in the form attached hereto as Exhibit “A,” is hereby approved. The Town Commission authorizes the Town Manager to execute the Agreement on behalf of the Town, together with such non-substantive changes as may be approved by the Town Manager and Town Attorney for legal sufficiency.

Section 3. Implementation. The Town Manager, and/or designee and Police Chief are authorized to take any and all action necessary to implement the Agreement and the purposes of this Resolution.

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

PASSED AND ADOPTED this 13th day of November 2018.

Moved By: Commissioner Karukin

Second By: Commissioner Paul

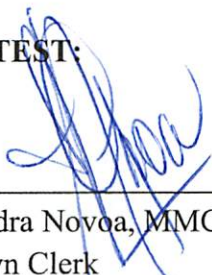
FINAL VOTE ON ADOPTION

Commissioner Michael Karukin	<u>yes</u>
Commissioner Tina Paul	<u>yes</u>
Commissioner Barry Cohen	<u>yes</u>
Vice Mayor Daniel Gielchinsky	<u>yes</u>
Mayor Daniel Dietch	<u>yes</u>



Daniel Dietch
Mayor

ATTEST:



Sandra Novoa, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**



Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney



Software Support and Maintenance Agreement

The following are the terms and conditions under which USA Software agrees to furnish and Customer agrees to accept software support services for the Licensed Program(s) and for the number of workstations and users as listed on the attached Support Schedule A.

- I. **ELIGIBILITY REQUIREMENTS**: Services under this Agreement are applicable only to Information Management Systems Software purchased from USA Software commencing with Version 6.
- II. **TERMS & CONDITIONS**: At the time Customer licenses Licensed Program(s) from USA Software, it may also purchase support services for the Licensed Program(s). All such services shall be upon the following terms and conditions:

1. **Technical Support**. - USA Software will assist with the diagnosis and resolution of "software issues" and/or "configuration issues" with the Licensed Program(s). "Software issues" include technical questions that are directly related to USA Software applications including error messages, unexpected behaviors, etc. "Software issues" do not include training-related questions. USA Software will troubleshoot and fix "software issues" that are completely diagnosed to be an issue with the USA Software application under this agreement. Issues that result from conflicts with any other software applications being installed alongside of a USA Software application on the same computer hardware are not covered under this support agreement. "Configuration issues" include questions that are directly related to the settings and configuration of the USA Software application. "Configuration issues" do not include training-related questions. USA Software will troubleshoot and fix any configuration issues with the original USA Software application if it is shown to differ from the original requirements for the USA Software application.

USA Software will provide the following technical support:

- a. Telephone technical support service to Customer for the purpose of assisting Customer with technical support for the Licensed Program(s). Telephone Technical Support Service is defined as "answering questions requiring a nominal amount of time, usually during the same telephone call" and will be available from 8:30 A.M. until 4:30 P.M., Mondays through Fridays (holidays excluded). Extended, 24 hour, 7 day per week coverage (24x7 support) is also available, for an additional charge, via an addendum to this agreement. In the event any telephone support requires an inordinate amount of time (over five minutes on any one problem or call) Customer may be responsible for the long distance telephone charges for such call(s).
- b. Web-based technical support is provided where available. Customer is responsible for all aspects of configuring their site for communication between USA Software and the Customer site. This includes, but is not limited to, all hardware, internet access, firewall settings, and server access settings. Customer-provided copy of FIPS140-2 compliant remote access software tools/appliances are required.
- c. On site visits either to the USA Software site by Customer or to Customer's site by USA Software and services in addition to telephone service will be charged at the then current labor rates plus expenses. Customer will be informed in advance of incurring any charges.
- d. Technical Support includes software bug fixes and software enhancements for existing, unmodified USA Software applications. See Item #4 below for more.
- e. Technical Support is not a replacement for training. Additional application training is available from USA Software at an additional cost.

- f. Technical support does not cover configuration changes to existing applications and/or additional development to the USA Software application (i.e. custom modifications, reports, etc.). These professional services can be provided for an additional cost.
- g. DOES NOT INCLUDE:
 - a. Restoration of any software and/or data on Customer system due to failure on the part of Customer to adequately backup software and/or data or protect same from virus attacks and/or spyware/adware related issues.
 - b. After hours, weekend, and holiday support which may be contracted for separately.
 - c. Maintenance of any Customer systems other than the Licensed Program(s). This includes, but is not limited to, security settings, hardware maintenance and configuration, network configuration, 3rd party applications that interface with USA Software products, etc.
 - d. Support for any operating system no longer supported by Microsoft.
 - e. Customer agrees to keep Customer's systems up to date, at its own cost and expense, with all of USA Software's most current system requirements. Failure to do so may result in suspension of support.

2. Fees: Customer shall pay to USA Software an annual support fee in advance in the amount set forth in the USA Software invoice/statement accompanying this Agreement. Fees are payable to USA Software in Broward County, Florida and are subject to change without notice except for current agreements for a maximum of 12 months or until expiration date whichever period is shorter. The annual support fee may be increased for any renewal term but no increase shall be more than five percent (5%) over the immediately preceding term. In the event Customer fails to timely pay the annual support fee or discontinues annual support, the USA Software application modules will cease to function. Customer may elect to pay annual support for "selected" modules but, in such event, only those modules for which annual support is paid will function, and those for which annual support is not paid will no longer function. Prices are subject to change in the event additional workstations or users are added. In the event Customer cancels this agreement or otherwise discontinues paying for support, or any portion thereof, and later desires to reinstate or recommence support at a later date, Customer must prepay for annual support at the then current rate PLUS pay for all updates which were released during the time support was suspended at USA Software's standard rates.

3. Term: This Support Agreement shall be for an initial term of twelve (12) months as shown on the invoice/statement accompanying this Agreement and shall automatically renew for consecutive additional twelve month terms unless cancelled in writing at least thirty (30) days prior to the end of any term.

4. Software Maintenance: USA Software shall distribute to Customer updated Licensed Program(s) and/or documentation as soon as they are commercially available. USA Software shall distribute to Customer any new versions, upgrades and/or other enhancements to the Licensed Program(s) which are released, in USA Software's sole discretion, during the maintenance term. Customer acknowledges that certain new versions, upgrades and/or other enhancements to the Licensed Program(s) may require either additional software, hardware or hardware updates, with respect to the Customer's original or current computer system(s), in order for the Licensed Program(s) to function and/or to allow Customer to gain the full benefits of said new versions, upgrades and/or other enhancements to the Licensed Program(s). All costs and responsibilities for such new or additional software and/or hardware shall be borne solely by Customer. Customer is responsible for maintaining a current version of these 3rd party software products.

III. **WARRANTY AND LIMITATION OF LIABILITY:**

1. EXCEPT AS STATED IN THE APPLICABLE LICENSE AGREEMENT, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES RESPECTING THE LICENSED PROGRAMS, THIS AGREEMENT AND THE SERVICES AND MATERIALS PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES AND REMEDIES SET FORTH IN THE APPLICABLE LICENSE AGREEMENT AND USA SOFTWARE, INC. SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS OR IMPLIED. USA SOFTWARE, INC., ITS DISTRIBUTORS, DEALERS AND/OR AGENTS MAKE NO EXPRESS OR IMPLIED WARRANTIES TO CUSTOMER WITH REGARD TO THIS AGREEMENT, THE LICENSED PROGRAMS AND THE SERVICES AND MATERIALS PROVIDED THEREWITH, INCLUDING MERCHANTABILITY, FITNESS FOR ANY PURPOSE OR PROPRIETARY RIGHTS OF OTHERS. NEITHER OF THEM SHALL HAVE ANY LIABILITY OR RESPONSIBILITY TO CUSTOMER FOR DAMAGES OF ANY KIND, INCLUDING SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGE, ARISING OUT OF OR RESULTING FROM THIS AGREEMENT, THE LICENSED PROGRAMS, OR THE SERVICES OR MATERIALS MADE AVAILABLE HEREUNDER. IN NO EVENT SHALL USA SOFTWARE, INC. BE LIABLE FOR ANY LOSS OR PROFIT OR ANY OTHER DAMAGES OF ANY KIND. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.
2. USA Software will not be liable for any failure or delay in performance due in whole or in part to any cause beyond USA Software's reasonable control. In no event shall USA Software be liable to Customer for any claim, whether in contract or tort that arose more than eighteen months prior to institution of suit thereon.

IV. **GENERAL**

1. Customer may not assign any of its obligations, rights or remedies under this Agreement and any such attempted assignment shall be null and void.
2. The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.
3. Customer agrees that USA Software may perform such tests as USA Software shall deem reasonably necessary to monitor compliance with applicable software licenses at any time, with or without notice, during normal business hours.
4. That the Software License Agreement for the products covered herein and the USA Software Terms and Conditions of Sale are incorporated herein by reference and made a part hereof. That if any term of this agreement and the applicable License Agreement are inconsistent or contrary the applicable License Agreement shall govern.
5. This Agreement shall be deemed made and entered into in Broward County, Florida and shall be governed by the laws of the State of Florida. Customer agrees that venue for any suit or action arising out of or in connection with this Agreement, the Licensed Program(s) or any support or materials provided herewith, or any other matter involving USA Software, including but not limited to rescission, can and shall only be maintained in Broward County, Florida and Customer hereby submits to the jurisdiction of the courts in Broward County, Florida for any such suit and Customer hereby waives all rights to trial by jury.

6. Customer agrees that USA Software's entire liability, if any, for any cause whatsoever arising out of this Agreement shall not exceed the amount Customer actually paid to USA Software to purchase the support.
7. This Agreement constitutes the entire and sole agreement of the parties hereto and supersedes all prior agreements, understandings, oral or written, expressed or implied, with respect to the subject matter hereof. There are no contemporaneous oral agreements or understandings between the parties other than those contained or incorporated herein. This Agreement may not be amended or modified except in writing.
8. In the event any litigation is instituted by either party under or as a result of this Agreement, the prevailing party shall be entitled to its reasonable attorneys fees from the non-prevailing party.
9. This agreement hereby incorporates the CJIS Security Addendum approved by the Director of the FBI, acting for the U.S Attorney General, as referenced in Title 28 CFR 20.33 (a) (7).

Accepted and agreed to:

Customer name: *Surfside Police Department*

Signature: _____

Print Name: _____

Street Address: _____

City/State/Zip: _____

Telephone: _____ **Fax:** _____

Date: _____

Not effective until accepted by an authorized representative of USA Software.

Accepted by USA Software on the ___ day of _____, 20__.

By: _____
Authorized USA Software Signatory

SUPPORT SCHEDULE A

This Support Schedule outlines the software (Licensed Programs) to be included with the USA Software Support and Maintenance Agreement provided to Customer.

<u>Item #</u>	<u>Software name</u>	<u>Quantity</u>
1	<i>CrimeFile® IMS Records Management System excludes - Internal Affairs File IMS, EvidenceFile IMS, Personnel Inventory, Tow Rotation, and Parking/COV Tracking</i>	1
2	<i>CADFile® IMS Computer Aided Dispatch</i>	1
3	<i>MobileFile IMS® MDS Mobile Data System</i>	1
4	<i>MobileFile IMS® eForms Field Reporting System</i>	1

**ADDENDUM TO SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT
BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND
USA SOFTWARE, INC.**

THIS ADDENDUM TO SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT (“Addendum”) is made and entered into as of this ___ day of _____, 2018, by and between **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter referred to as “Town” or “Customer”) and **USA SOFTWARE, INC.**, a Florida corporation (hereinafter referred to as “Contractor”).

WITNESSETH:

WHEREAS, the Town and Contractor wish to enter into that certain Software Support and Maintenance Agreement, and this Addendum, for the purpose of Contractor providing software support services in connection with the Information Management Systems Software purchased from Contractor for the Town of Surfside Police Department (hereinafter, the “Agreement”); and

WHEREAS, the Town and Contractor desire to add to and amend certain provisions of the Agreement as hereinafter provided.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Town and Contractor desiring to be legally bound, do hereby agree and covenant, notwithstanding the terms and conditions of the Agreement, as follows:

1. **Addendum Controls.** In the event of any conflict between this Addendum and the Agreement, the terms of this Addendum shall prevail and govern.
2. **Defined Terms.** All initial capitalized terms used in this Addendum shall have the same meaning as set forth in the Agreement unless otherwise provided.
3. **Recitals.** The recitals set forth above are incorporated herein and made a part of this Addendum.
4. **Insurance.** The following insurance provision is added to the Agreement:
 - 4.1. Contractor shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor’s insurance and shall not contribute to the Contractor’s insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 4 and may be increased by the Town as it deems necessary or prudent.

- 4.2. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
- 4.3. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to the Agreement who is not covered by Worker's Compensation insurance.
- 4.4. Business Automobile Liability with minimum limits of \$500,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- 4.5. Cyber Liability Insurance with minimum limits of \$2,000,000 per Occurrence.
- 4.6. **Certificate of Insurance.** Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured, no later than ten (10) days after award of this Agreement and prior to the execution of the Agreement by Town and prior to commencing any Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of the Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to the Agreement and shall state that such insurance is as required by the Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.
- 4.7. **Additional Insured.** The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Contractor in performance of the Agreement. The Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the

insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

4.8. **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

4.9. The provisions of this section shall survive termination of the Agreement.

5. **Indemnification.** The following provision is added to the Agreement: Contractor shall protect, defend, indemnify, save and hold harmless the Town, all departments, agencies, boards and commissions, its officers, agents, servants and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of the services and any negligent act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the Town as a result of any claim, demands, and/or causes of action. Nothing in this indemnification or the Agreement is intended to act as a waiver of the Town's sovereign immunity rights, including those provided under section 768.28, Florida Statutes. This indemnification shall survive the expiration or termination of the Agreement.

6. **Notices/Authorized Representatives.** The following provision is added to the Agreement: Any notices required by the Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town: Town of Surfside
 Town Manager
 9293 Harding Avenue
 Surfside, Florida 33154

With a copy to: Town Attorney
 Town of Surfside
 9293 Harding Avenue
 Surfside, Florida 33154

For the Contractor: USA Software, Inc.
 Attention: Forrest Spencer, Jr.
 9900 Stirling Road, Suite 499
 Cooper City, Florida 33024

7. **Ownership and Access to Records; Public Records.** The following provision is added to the Agreement: Notwithstanding anything to the contrary in the Agreement, the Agreement and all work, deliverables and services provided by the Contractor are subject to Florida's Public Records Law (Chapter 119, Florida Statutes, including but not limited to the following:

- 7.1. All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Contractor providing the Work to the Town under the Agreement shall be the property of the Town.
- 7.2. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under the Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall 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 Agreement, and following completion of the Agreement until the records are transferred to the Town.
- 7.3. Upon request from the Town custodian of public records, Contractor shall provide the Town 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 7.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 7.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 7.6. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 7.7. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

**Custodian of Records: SANDRA NOVOA, MMC,
TOWN CLERK**

Mailing address: 9293 Harding Avenue
Surfside, Florida 33154

Telephone number: 305-887-9541

Email: snovoa@townofsurfsidefl.gov

8. **Compliance with Laws.** Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out the deliverables or services under the Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the services under the Agreement.
9. **Counterparts.** This Addendum may be executed in counterparts and any counterpart evidencing signature by one party may be delivered by telecopy, facsimile or electronic mail. Each executed counterpart of this Addendum will constitute an original document and all executed counterparts, together, will constitute the same Agreement.
10. **Attorney's Fees and Waiver of Jury Trial.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Addendum on the dates set forth below their respective signatures.

TOWN:

TOWN OF SURFSIDE, FLORIDA, a Florida municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

Town Clerk

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

Town Attorney

Contractor

USA SOFTWARE, INC., a Florida corporation

By: _____

Name: _____

Title: _____

Date: _____



INVOICE

September 5, 2018

Invoice Number:

303439

**SURFSIDE POLICE DEPARTMENT
9293 HARDING AVENUE
SURFSIDE FL 33154**

<u>Order Date</u>	<u>Terms</u>	<u>Ordered By</u>	<u>Purchase Order#</u>
09/05/2018	NET 30		

<u>DETAIL#</u>	<u>MODULE_ID</u>	<u>MODULE</u>	<u>QUANTITY</u>	<u>PRICE</u>	<u>EXTENSION</u>
1	53	Support Contract - Renewal Contract Dates will run from 10/01/2018 - 09/30/2019	1	18,483.79	18,483.79
				Total	18,483.79

Please refer to the above Invoice Number to receive proper credit for payment. Remit all payments to:
USA Software, Inc.
9900 Stirling Road, Suite 499
Cooper City, Florida 33024
(954) 436-3911



August 01, 2018

SURFSIDE POLICE DEPARTMENT
9293 HARDING AVENUE
SURFSIDE, FL 33154

Computer System Manager:

This letter is to inform you that your USA Software, Inc. Annual Software Support & Maintenance Agreement will expire 09/30/2018. Please plan accordingly as you prepare your new budget.

Annual Support & Maintenance Agreements are available from USA Software, Inc. and are for one-year periods. Your Agreement is \$ 18,483.79 per year (price subject to change).

SUPPORT & MAINTENANCE AGREEMENT FEATURES

- * Unlimited telephone technical support on products listed in your USA Software Software Support & Maintenance Agreement, Schedule A.
- * Customers who upgrade to, or purchase, Version 6 or higher of USA Software products and who keep their Annual Software Support & Maintenance Agreement active and current, will receive future version releases of, as well as upgrades and bug fixes to, USA Software products of the same database type at no cost for the software. There may, however, be some costs associated with these version releases, upgrades, etc., that are beyond USA Software, Inc. control, such as third party user licensing fees, etc., which are passed on to the customer. Upgrades to other databases, such as Microsoft SQL Server, Oracle, etc., will be chargeable upgrades.
- * Referral Policy - if another agency (Police/Fire/EMS) purchases a USA Software, Inc. system as a result of a qualified sales lead furnished by your agency, we will give you a standard USA Software, Inc. module free of charge.

If you would like additional information on the USA Software, Inc. Annual Software Support & Maintenance Agreement, please feel free to call us at 954-436-3911.

To renew your agreement, please send a check or purchase order to USA Software, Inc. in the amount listed above.

Please mail remittance to: USA Software, Inc.
9900 Stirling Road
Suite 499
Cooper City, FL 33024

