



## AMENDMENT FOR MAINTENANCE RENEWAL

Infor (US), Inc. successor-in-interest to Infor Global Solutions (Michigan), Inc. ("Infor") and the City of Pembroke Pines ("Customer") hereby amend the License Agreement dated October 30, 2003, as amended to date ("the Agreement") as it pertains to the renewal of maintenance and support for the following Program(s) and users :

### Programs and Versions

### Maintenance and Support Fees

SmartStream Builder – Ledger	\$ 6,429.30
SmartStream Funds Control – 3 Standard Users/1 Casual User	\$ 2,479.18
Additional Users for SmartStream Funds Control – 16 Casual Users	\$ 9,050.59
SmartStream Ledger – 12 Standard Users / 14 Casual Users / 15 Lite Users	\$ 21,938.14
Additional Users for SmartStream Ledger – 13 Casual Users	\$ 2,907.21
Additional Users for SmartStream Ledger – 5 Casual Users / 10 Lite Users	\$ 1,795.20
SmartStream Payables – 10 Standard users/22 Casual Users	\$ 22,649.83
Additional Users for SmartStream Payables – 1 Standard User / 16 Casual Users	\$ 2,531.69
SmartStream Purchasing – 2 Standard Users / 33 Casual Users	\$ 22,394.99
Additional Users for SmartStream Purchasing – 11 Standard Users	\$ 3,000.68
Additional Users for SmartStream Purchasing – 3 Casual Users / 30 Lite Users	\$ 2,308.08
SmartStream Platform – 1 Server/60 Clients	Included

Renewal Period: 10/30/2017 - 10/29/2018

**TOTAL FEE** **\$ 97,484.89**

1. The parties agree that the Total Fee paid for the Programs and users hereunder is in consideration of Customer's commitment to remain on maintenance and support through the period ending October 29, 2018. Customer's payment of the Total Fee shall entitle Customer to those services offered under Infor's then-current maintenance and support plan.
2. Customer shall pay one hundred percent (100%) of the Total Fee above no later than October 29, 2017.
3. The pricing set forth in this Amendment is valid if accepted by Customer by October 13, 2017. Upon the expiration of such period, Customer shall have the option to renew maintenance and support by executing Infor's then current Amendment for Maintenance Renewal.
4. Except as otherwise modified by this Amendment, the terms and conditions of the Agreement shall remain in full force and effect. Although Infor has executed this Amendment prior to Customer's execution in order to expedite the processing of the renewal, any modification or revision to this Amendment by Customer at the time of Customer's execution shall not be binding on Infor unless reduced to writing and signed by an authorized representative of Infor.

**SIGNATURE BLOCKS ON NEXT PAGE**

INFOR (US), INC.

Infor

Susan Erdely

Digitally signed by Susan Erdely  
DN: cn=Susan Erdely, o=Infor, ou,  
email=Susan.Erdely@infor.com, c=US  
Date: 2017.10.11 09:20:50 -0400

By

Authorized Representative

Name Printed

Susan Erdely

Title

Director, Contracts

Date

October 11, 2017

CITY OF PEMBROKE PINES

Customer

By

Charles F. Dodge

Authorized Representative

Name Printed

Charles F. Dodge

Title

City Manager

Date

10/16/17

APPROVED AS TO LEGAL FORM

DWT

OFFICE OF THE CITY ATTORNEY

DATED: 10/12/17



Invoice	Invoice Date	Due Date
P - 253389-US0AB	09/14/2017	Due Upon Receipt

## Invoice

**Bill to:** CITY OF PEMBROOK PINES  
10100 PINES BOULEVARD  
PEMBROOKE PINES, FL 33026  
USA  
Attn: LISA CHONG

**Deliver To:** CITY OF PEMBROKE PINES  
10100 PINES BOULEVARD  
PEMBROKE PINES, FL 33026  
USA  
Attn: LICENSE SITE

Customer No.	Tax Reg. No.	Customer PO No.	Currency
019023			USD Maintenance Renewal

Description	Location	Type	QTY	Users	Start Date	End Date
SMARTSTREAM LEDGER	PEMBROKE PINES	PROD	1	41	10/30/2017	10/29/2018
SMARTSTREAM PAYABLES	PEMBROKE PINES	PROD	1	32	10/30/2017	10/29/2018
SMARTSTREAM PURCHASING	PEMBROKE PINES	PROD	1	35	10/30/2017	10/29/2018
SMARTSTREAM BUILDER - LEDGER	PEMBROKE PINES	PROD	1	1	10/30/2017	10/29/2018
SMARTSTREAM FUNDS CONTROL MODULE	PEMBROKE PINES	PROD	1	4	10/30/2017	10/29/2018
11 ADDL USERS -- SMARTSTREAM PURCHASING	PEMBROKE PINES	PROD	1	11	10/30/2017	10/29/2018
SmartStream Ledger - SQL	PEMBROKE PINES	PROD	1	15	10/30/2017	10/29/2018
33 ADDL USERS - SMARTSTREAM PURCHASING (30 LITE; 3 CASUAL)	PEMBROKE PINES	PROD	1	33	10/30/2017	10/29/2018
SmartStream Funds Control Module - SQL	PEMBROKE PINES	PROD	1	16	10/30/2017	10/29/2018
SmartStream Ledger - SQL	PEMBROKE PINES	PROD	1	13	10/30/2017	10/29/2018
SmartStream Payables - SQL	PEMBROKE PINES	PROD	1	8	10/30/2017	10/29/2018
TAX(Type RE - FL) 0.00						

Carry Forward

0.00



Invoice	Invoice Date	Due Date
P - 253389-US0AB	09/14/2017	Due Upon Receipt

## Invoice

Description	Location	Type	QTY	Users	Start Date	End Date
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For renewal questions, please contact Tracy Sutton, Subscription Services Manager  
Phone: +12098359540  
Email: Tracy.Sutton@infor.com

**Remit to:**

Infor (US), INC.  
NW 7418  
PO Box 1450  
Minneapolis, MN 55485-7418  
USA  
Cash.Applications@Infor.com  
Wire to: Wells Fargo Bank  
ABA# 121000248  
Acct. # 4124017351

Please pay invoice by due date to avoid interruptions in support.

Net	Tax	Total:
97,484.89	0.00	97,484.89

**Payment Terms:**

See Due Date.

**Special Instructions:**

For questions, please contact Infor (US), Inc. at 678-319-8000 or email Infor.Collections@Infor.com

Invoice Total: USD 97,484.89

13560 Morris Rd. Suite 4100 Alpharetta, GA 30004 USA  
678-319-8000 Federal ID# 20-3469219

Failure to pay renewal fees when due will affect your continued support coverage and will incur additional fees  
Please refer to <http://www.infor.com/support/reinstatement-policy/> for further details

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## Contract Performance Report Card

**Vendor Name:**

**Infor Global Solutions, Inc.**

**Contract Purpose:**

## SmartStream License, Support and Maintenance

<u>Rating Categories</u>	<u>Maximum Points</u>	<u>Department Head Rating</u>
1. Work Completed on time	25	25
2. Quality of Work	30	30
3. Are all requirements of the contract being met	25	25
4. Department overall satisfaction	20	20
	<u>100</u>	<u>100</u>

A =	100 - 90
B =	89 - 80
C =	79 - 70
D =	69 - 60
F =	59 - 0

Recommend Renewal?

Yes / /

**Department Comments:**

Infor Global Solutions is the developer and

Bob Aguirra

## Systems Supervisor

Department Representative

Title

Department Head Approval

Title



## LICENSE AGREEMENT

LICENSE AGREEMENT, dated the 30 day of October, 2003 by and between **Geac Enterprise Solutions, Inc.** ("Geac"), with offices at 66 Perimeter Center East, Atlanta, Georgia 30346 and **City of Pembroke Pines** ("Customer") with offices at 10100 Pines Boulevard, Pembroke Pines, Florida, 33028. For each Program the applicable Supplement shall specify: (i) the Hardware (including the central processing unit(s) (CPU), (ii) the Operating System Software, (iii) the total fees, (iv) the number of permitted users, (v) the Site, and (vi) the Geographic Territory, if any.

### 1. LICENSE.

1.1. For each Program, and related Documentation, listed on a Supplement, Geac grants to Customer a perpetual, non-exclusive, nontransferable license, to Use, and allow its Affiliates (for so long as they are Affiliates) to Use, the Program solely for their internal administrative purposes on the Hardware and Operating System Software at the Site in the Geographic Territory subject to restrictions on the applicable Supplement. In this Agreement (a) "Documentation" means user guides, operating manuals, and specifications, whether in print or machine readable media, in effect as of the date of shipment, (b) "Use" means to load, execute, employ, utilize, store or display the Program, (c) "Affiliates" means any entity controlling, controlled by, or under common control with, Customer, (d) "Server" means one or more interconnected computer hardware systems configured to run the Program(s), and (e) "Geographic Territory" (if not specified on the applicable Supplement) means the country in which this Agreement has been executed. Customer shall ensure that its Affiliates comply with the terms of this Agreement and will be liable for any breach by any Affiliate. Customer may delegate authority to execute Supplements to any Affiliate.

1.2. The Program may be transferred temporarily to a backup computer if the Hardware is inoperative. The Program may also be transferred to computer hardware or used with an operating system other than the specified Hardware or Operating System Software, subject to Geac's transfer policies and fees then in effect. Customer may make and Use additional copies of Programs and machine readable Documentation for the number of Users specified on the applicable Supplement, if any. In addition, Customer may make a reasonable number of copies of the Program for testing, disaster recovery, inactive back-up, or archival purposes. The Program or Documentation may not be copied or Used other than as permitted by this Agreement.

1.3. As soon as practicable after signing the applicable Supplement, Geac shall deliver one copy per Server of the Program and Documentation to the Site. All Programs and Documentation licensed pursuant to an applicable Supplement to this Agreement shall be delivered FOB shipping point by Geac to Customer's specified shipping location.

### 2. SUPPORT AND MAINTENANCE.

2.1. Support and maintenance entitle Customer to have access to Geac's electronic support facilities, to telephone Geac's Helpline, to receive tax and regulatory updates and error correction releases and/or performance enhancement releases of the Programs not separately marketed by Geac. On the anniversary of each Supplement, Customer may purchase support and maintenance so long as Geac makes support and maintenance for the Programs licensed on that Supplement available to its customers in general, renewable on each anniversary of the Supplement. The license granted to Customer under Section 1 shall extend to each update, correction, and enhancement release received from Geac.

2.2. Upon receipt from Customer of notice of a nonconformance between the Program and the Documentation, Geac shall use reasonable efforts to correct or circumvent the problem. Any corrections to the Program will be made only to the most current generally available release of the Program. After the introduction of a new generally available release of a Program, Geac will support the then current and the previously released version of such Program.

2.3. Geac shall have no obligation to support or maintain the Program for Use on any computer system other than the Hardware and Operating System Software or if Customer modifies the Program other than as permitted by this Agreement. Only those versions of different cooperating Programs specified by Geac will execute correctly together on a single CPU or in a network. Geac shall use commercially reasonable efforts to modify any version of the Program to run with new versions or releases of the Operating System Software or Hardware. If Customer purchases support and maintenance from Geac for any Programs for Use on specific hardware or in a specific network, Customer must purchase support and maintenance from Geac for all functionally related Programs licensed from Geac for Use on such hardware or network.

### 3. CONFIDENTIALITY; PROPRIETARY RIGHTS.

3.1. Each party shall hold Confidential Information of the other in confidence. "Confidential Information" includes without limitation the terms of this Agreement, the Program(s) and all Documentation, and all methods or concepts utilized therein, plus all information identified by the disclosing party as proprietary or confidential. All Confidential Information shall remain the sole property of the disclosing party. Upon execution of a non-disclosure agreement satisfactory to Geac, third parties may have access to Confidential Information solely for the purpose of providing services to Customer. Information will not be considered to be Confidential Information if (i) available to the public other than by a breach of this Agreement; (ii) rightfully received from a third party not in breach of any obligation of confidentiality; (iii) independently developed by a party without access to Confidential Information; (iv) previously known to the recipient at the time of disclosure; (v) produced in compliance with applicable law or a court order, provided the other party is given notice and opportunity to intervene; or (vi) it does not constitute a trade secret and more than five (5) years have elapsed from the date of disclosure.

3.2. All Programs and Documentation, and any modifications or copies thereof, are proprietary and protected by copyright and/or trade secret law and no ownership rights are transferred by this Agreement. All proprietary notices incorporated in, marked on, or affixed to a Program or other Confidential Information by Geac or its suppliers shall be duplicated by Customer on all copies of all or any part of the Program and shall not be altered, removed or obliterated. Customer shall not reverse engineer, disassemble or decompile any Program or part thereof. Customer may modify the Programs to the extent and in the manner described in the Documentation for the Programs.

### 4. WARRANTY.

4.1. Geac warrants that each Program licensed to Customer will operate substantially in conformance with the Documentation for such Program for a period of ninety (90) days from the date of shipment of such Program to Customer. Geac warrants that the media on which the Program is delivered to be free of defects in material and workmanship for a period of ninety (90) days following shipment.

4.2. Customer's sole and exclusive remedy for breach of either of the foregoing warranties shall be either replacement of the defective materials or a refund of the license fee paid for the Program(s) licensed on a Supplement. Customer must notify Geac within the warranty period and provide a reasonable opportunity to Geac to cure any breach.

**4.3. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE WITH RESPECT TO THE PROGRAM, DOCUMENTATION OR SERVICES TO BE SUPPLIED BY Geac, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

### 5. INFRINGEMENT INDEMNITY.

Geac shall indemnify, defend, or at its option settle, any claim or suit against Customer on the basis of infringement of any patent, trademark, copyright or trade secret by the Program or Use thereof and Geac shall pay any final judgment entered against Customer in any such proceeding; provided Geac has sole control of such defense and/or settlement and Customer promptly notifies Geac and gives Geac all related information known to Customer. If any part of the Program is, or may become, the subject of any such proceeding Geac may and in the event of any adjudication that any part of a Program does infringe or if the licensing or Use of the Program or any part thereof is enjoined Geac shall at its expense and option do one of the following things: procure for Customer the right to Use the Program; replace the Program with other suitable programs; modify the Program to make it non-infringing; or if none of the foregoing are commercially reasonable, refund the aggregate payments paid by Customer for the Program or the affected

part thereof, less reasonable amortization for Use. Geac shall have no obligations under this Section 5 with respect to any claim to the extent it is based upon (i) the Use of any version of the Program other than a current, unaltered release of the Program if such infringement would have been avoided by the Use of a current, unaltered release; (ii) the combination, operation, or Use of the Program with software or hardware other than as specified by Geac, if such infringement would have been avoided in the absence of such combination, operation or Use; or (iii) the Use of the Program on or in connection with a computer system other than the Hardware and the Operating System Software.

#### 6. LIMITATION OF LIABILITY.

EXCEPT (I) AS PROVIDED IN SECTION 5, (II) IN THE EVENT OF DEATH OR PERSONAL INJURY, AND (III) IN THE EVENT OF DAMAGE TO TANGIBLE PERSONAL PROPERTY, THE TOTAL LIABILITY OF Geac, INCLUDING BUT NOT LIMITED TO LIABILITY ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, CONTRACT, TORT, BREACH OF WARRANTY, INFRINGEMENT OR OTHERWISE, SHALL NOT IN ANY EVENT EXCEED THE LICENSE FEES PAID BY CUSTOMER WITH RESPECT TO THE AFFECTED PROGRAM. NEITHER Geac NOR ITS LICENSORS SHALL BE LIABLE FOR LOSS OF PROFITS, REVENUE OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.

#### 7. GENERAL.

7.1. Neither this Agreement nor any license hereunder may be assigned by Customer (whether by operation of law or otherwise) without Geac's prior written consent which shall not be unreasonably withheld.

7.2. Geac may from time to time request Customer to provide a certification that actual Use of the Program is in compliance with the terms of this Agreement and any Supplement. Geac may also perform an audit to determine compliance with the terms of this Agreement upon reasonable notice. If the number of copies or users is found to be greater than that contracted for or the computer system on which the Program is in use differs from the Hardware and Operating System Software specified on any Supplement, Geac may charge Customer the applicable current list prices therefor. If the resulting adjustments to the license fees owing by Customer are greater than 5% of the license fees previously paid by Customer to Geac, Geac may also charge Customer the reasonable expenses associated with such audit.

7.3. All fees shall be paid in accordance with the payment terms of Geac's invoice or the payment terms on a Supplement to this Agreement, as applicable. Customer shall pay all applicable shipping charges, materials and handling fees and sales, use, personal property or similar taxes, other than Geac's income and corporate franchise taxes. Customer shall reimburse Geac for all reasonable travel and living expenses incurred by Geac in rendering services. After notice, past due amounts owing from Customer shall bear interest at the rate of 1% per month. Customer shall reimburse Geac for all reasonable costs incurred (including reasonable attorneys' fees) in collecting past due amounts owed by Customer.

7.4. On termination of any license granted pursuant to this Agreement, Customer shall cease using the Program and Documentation and Customer shall certify to Geac in writing that all copies (in any form or media) of the Program and Documentation, whether or not modified or incorporated into other materials, have been destroyed or returned to Geac. Termination of this Agreement or any license shall not relieve Customer's obligation to pay all fees incurred prior to such termination and shall not limit either party from pursuing any other remedies available to it. Each party's obligations under Section 3 hereof shall survive termination of any license or this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date set forth above.

City of Pembroke Pines

By: Charles F. Dodge

Name Printed: Charles F. Dodge

Title: City Manager

Date: October 30, 2003

Revised 2/5/2003-2003 License Final

Julie Klain 10/30/03

7.5. Each party's obligations under Section 3 hereof are of a unique character and each agrees that any breach may result in irreparable and continuing damage to the other party for which there will be no adequate remedy in damages. In the event of such a breach, the damaged party will be entitled to injunctive relief and/or a decree for specific performance and such further relief as may be proper.

7.6. This Agreement is subject to any governmental laws, orders or other restrictions on the export of Programs and related information and Documentation that may be imposed by governmental authorities. Customer shall comply with any governmental laws, orders or other restrictions on the export and re-export of Programs (including technical data and any related information and Documentation) which may be imposed from time to time by the governments of the United States and any country to which any Program is shipped.

7.7. If either party materially breaches any of its obligations hereunder and fails to remedy such breach (if such breach can be remedied) within thirty (30) days of written notice of such breach, the other party may terminate any license or this Agreement. All notices relating to termination or default under this Agreement shall be in writing and delivered by overnight delivery service or certified mail return receipt requested, to the address of such party specified above (addressed in the case of Geac to the attention of its Legal Department) or specified by such party in accordance with this Section.

7.8. All Programs are provided with RESTRICTED RIGHTS for U.S. Government Users. Use, duplication, or disclosure by the Government is subject to restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19 or the Rights in Computer Software clause at DFARS 252.227-7202-3, as applicable. Unpublished rights are reserved under the copyright laws of the United States. Manufacturer is Geac Enterprise Solutions, Inc., 66 Perimeter Center East, Atlanta, GA 30346. Manufacturers of certain programs contained herein are Microsoft Corporation, One Microsoft Way, Redmond, WA 98052-6399; Sybase, Inc., 6475 Christie Avenue, Emeryville, CA 94608; Cognos Corporation, 67 South Bedford Street, Suite 100E, Burlington, MA 01803; Powersoft Corporation, 555 Virginia Road, Concord, MA 01742; INSO Corporation, 31 St. James Avenue, Boston, MA 02116; Industrial Computer Corporation, 5871 Glenridge Drive, Suite 300, Atlanta, GA 30328; and Micro Focus, Inc., 2465 East Bayshore Road, Palo Alto, CA 94303.

7.9. This Agreement shall be governed by and construed under the laws of the State of Georgia, excluding its conflict of laws rules.

7.10. Any action of any kind arising out of or in any way connected with this Agreement must be commenced within one year of the date upon which the cause of action accrued (or, if one year is shorter than the minimum period allowed by law, then the minimum period allowed by law).

7.11. This Agreement, together with the exhibits and addenda hereto, and Supplements issued hereunder, constitutes the entire agreement of the parties and supersedes all previous and contemporaneous communications, representations, understandings or agreements related to the subject matter hereof. This Agreement may be modified only in a writing signed by both parties. Customer may issue a purchase order in lieu of a Supplement. Only items required by Geac to be set forth on a Supplement by Customer shall become a part of this Agreement, providing they are confirmed by Geac in an invoice or other confirming document. Any additional or different terms in a purchase order or similar document issued by Customer are deemed to be material alterations to this Agreement, are rejected by Geac, and shall be of no force or effect.

Geac Enterprise Solutions, Inc.

By: Keith Anderson

Name Printed: Keith Anderson

Title: Assistant Treasurer

Date: 10/30/03



**SMARTSTREAM® SUPPLEMENT NO. 01**

This Supplement is made a part of the Amendment to License Agreement dated as of \_\_\_\_\_, as amended ("Agreement"), between **Geac Enterprise Solutions, Inc.** and **City of Pembroke Pines** ("Customer").

PROGRAMS	STD. USERS	CASUAL USERS	LITE USERS	LICENSE FEE	MAINT. & SUPPORT FEE	TOTAL FEES
SmartStream Platform	n/a	n/a		Good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Geac and	Good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Geac and	Good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Geac and
SmartStream Analyzer	5	13				
SmartStream DSS Viewers		30				
SmartStream Management Reporter		36				
SmartStream Ledger	17		35			
SmartStream Payables	3	22				
SmartStream Funds Control	3	17				
SmartStream Asset Management	2	20				
SmartStream Purchasing	2	33				
SmartStream Budget	1	19				
SmartStream Builder (1)	N/A	N/A				
SmartStream Builder for use with non-Geac applications, 2 Developers	N/A	N/A				
Powerbuilder, 1 Desktop and 1 Developer Version	1	N/A				
<b>Additional Users for:</b>						
<b>SmartStream Funds Control</b>	<b>9</b>					
<b>SmartStream Payables</b>	<b>7</b>					
<b>SmartStream Asset Management</b>	<b>3</b>					
<b>SmartStream Purchasing</b>	<b>11</b>					
<b>Total Fees:</b>				\$57,397.000	\$12,078.00	\$69,475.00

SMARTSTREAM PLATFORM: CLIENTS 90 SERVERS 1

HOST ENVIRONMENT				SERVER ENVIRONMENT		
HARDWARE	OPSYS	DBASE	APPLIC. ENVIRONMENT	HARDWARE	OPSYS	DBASE
				MS SQL	NT	MS SQL
NETWORK ENVIRONMENT		WEBSEVER ENVIRONMENT		CONNECT METHOD		

CLIENT HARDWARE	CLIENT OPERATING SYSTEM
	Windows 95

<b>MAIL SYSTEM:</b>	Microsoft Exchange
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**PAYMENT TERMS:** Upon Geac's execution of this Supplement, Geac shall invoice Customer for one hundred percent (100%) of the Total Fees, and Customer shall pay said invoice within thirty (30) days of invoice date.

**LICENSE SITE:** 10100 Pines Boulevard, Pembroke Pines, Florida, 33028.

**GEOGRAPHIC TERRITORIES:** The Programs may be Used in the following countries: USA.

#### **SPECIAL PROVISIONS APPLICABLE TO PROGRAMS LICENSED ON THIS SUPPLEMENT**

The following special provisions shall apply to the Programs listed on this Supplement notwithstanding anything else in the License Agreement:

1. **Final Agreement.** Upon the execution of this Supplement and the License Agreement, the License Agreement dated December 30, 1997 between Customer and Smart Solutions International LLC relating to any version of the Programs, is superseded in its entirety and shall be of no further force or effect except as expressly provided for herein. All obligations of confidentiality or outstanding payment obligations shall survive termination.
2. By Customer's execution of this Supplement, Customer acknowledges that Geac has previously delivered the Programs (and related documentation) for Customer's use hereunder.
3.
  - a) The Total Fees shall include Standard level of Support and Maintenance until the period ending October 29, 2003 except for the following:
 

SmartStream DSS Viewers	October 29, 2002
SmartStream Budget	February 7, 2001
SmartStream Analyzer	October 29, 2002
SmartStream Management Reporter	October 29, 2002
  - b) In addition, the Total Fees shall include Standard level of Support and Maintenance for the Additional Uses licensed hereunder for a period of one year from the date of Customer's execution of this Supplement.
  - c) The base support and maintenance fees for the Programs licensed hereunder shall increase over the prior years' support and maintenance fee by no more than the change in the standard Urban Consumer Price Index as published yearly by the Bureau of Labor Statistics every February.
  - d) The parties agree that Geac shall be under no obligation to provide any support and maintenance services for PowerBuilder , 1 Desktop and 1 Developer Versions licensed hereunder.
4. Customer shall be entitled to substitute Users of the Programs according to the following ratio: One (1) Standard User is equivalent to 1.0. Casual Users are equivalent to .50 (point fifty) of one (1) Standard User. Lite Users are equivalent to .1 (point one) of one (1) Standard User. Any previously licensed users that are not current on maintenance and have not been off from maintenance for more than two (2) years from execution of this Supplement and the Agreement, can be reinstated by executing a supplement and paying one year back maintenance and one forward year maintenance at current rates. Upon substitution Customer agrees to notify Geac in writing of the new User Configuration.
5. Section 7.9 of the Agreement is deleted and replaced with the following:
 

"7.9. This Agreement shall be governed by and construed under the laws of the State of Florida."
6. The embedded run-time version of Sybase PowerBuilder is limited to Use with Geac programs only.

7. Geac's licensors are direct and intended third party beneficiaries of the License Agreement and may enforce it directly against Customer to the extent it relates to such licensors' specific software; provided, however, that Geac's licensors shall not be liable to Customer for any damages related to the Programs.
8. For purposes of this Supplement, a **Standard User** shall mean any individual whose primary job function includes responsibility for one or more activities associated with the Program. If accessing a Program is directly related to the individual's primary job functions or if the individual accesses the Program most days of the week, then such individual is a Standard User of the Program. A **Casual User** shall mean any individual who infrequently Uses the Programs and whose interaction with the Programs is not directly related to the individual's primary responsibility. A **Lite User** shall mean any individual whose Use of the Program is limited to specific limited functionality (e.g. occasional Ledger Inquiry and occasional Journal Entry)) and Use of the Program is not a primary job responsibility.
9. Customer certifies that it has a full use license to the Microsoft SQL Server database and Customer shall install the Programs only on Servers upon which such programs are already installed.
10. With respect SmartStream Budget, Casual Users of SmartStream Budget shall have no access to the SmartStream Platform and shall be considered Budget Workbench Users. Standard Users of SmartStream Budget shall have access to the SmartStream Platform and shall be considered Budget Administrators.
11. The Use of any third-party product delivered to Customer by Geac in a sealed package containing a "shrink wrap" license shall be governed by the terms of the license agreement contained within the package subject to this License Agreement. Notwithstanding any terms and conditions set forth in the license agreement, Geac shall have no responsibility for such third-party product and all problem resolution and support for such third-party product shall be obtained by Customer from the applicable vendor.
12. In connection with the delivery of the Programs licensed on this Supplement, Geac will deliver to Customer certain programs which are not listed on this Supplement for the sole and exclusive purpose of enabling Customer to Use the Programs licensed on this Supplement. Customer shall use such additional programs only as required for the Use of the Programs licensed on this Supplement and for no other purpose whatsoever. All of Customer's obligations under the License Agreement and Supplement shall apply to such additional programs.
13. Customer's right to Use SmartStream Builder shall be governed, in addition, by the following terms and conditions:
  - a) Geac will support Customer's Use of SmartStream Builder in accordance with Section 2 of the License Agreement; however, Geac's obligations hereunder for Support and Maintenance is for those unmodified portions of any Programs (or portion thereof). This does not limit Geac's obligations under any professional services engagement letter or Service Order Form agreement with respect to modifications created by Geac for Customer.
  - b) In the event Customer experiences a problem that results from modifications to a Program (other than those created by Geac for Customer) not made in accordance with the Documentation for SmartStream Builder, Geac will invoice Customer for the time and materials spent in making such determination. Geac may provide services on a time and materials basis to resolve such problems.
  - c) While Geac has designed SmartStream Builder to minimize compatibility problems with future releases and/or updates to the Program, Customer recognizes that there is a possibility that modifications created by or on behalf of Customer may not be compatible with future releases and/or updates or enhancements to the Programs.
  - d) Customer shall maintain an unmodified version of the source code of any licensed Program for archival and back-up purposes.
  - e) Customer may only distribute modifications to a Program to employees of Customer or its Affiliates who are authorized users of such Program.
14. In connection with the delivery of the Programs licensed on this Supplement, Geac will deliver to Customer certain programs which are not listed on this Supplement for the sole and exclusive purpose of enabling Customer to Use the Programs licensed

on this Supplement. Customer shall use such additional programs only as required for the Use of the Programs licensed on this Supplement and for no other purpose whatsoever. All of Customer's obligations under the License Agreement and Supplement shall apply to such additional programs.

15. The provisions of Sections 4.1 and 4.2 in the License Agreement shall not apply to the Programs licensed hereunder.

16. Section 3 (Confidentiality; Proprietary Rights) of the Agreement is amended to include the following:

"In the event Customer is required by applicable law to disclose to any third party the License Agreement or this Supplement, the Program(s), or any related material, Customer shall promptly notify Geac's Legal Department in Atlanta, Georgia in advance by telephone and facsimile. Customer shall protect Geac's proprietary, confidential, and trade secret information to the maximum extent allowed by such law and shall afford Geac the opportunity to intervene in any legal proceeding to obtain a protective order or other appropriate relief."

17. Please note this offer is valid until October 31, 2003.

18. All other terms and conditions of the License Agreement shall remain in full force and effect.

City of Pembroke Pines

By: Charles A. Dodge

Name: Charles Dodge

Title: City Manager

Date: October 30, 2003

Geac Enterprise Solutions, Inc.

By: Keith Anderson

Name: Keith Anderson

Title: Assistant Treasurer

Date: 9/31/03

Julie Klahn  
10/29/03

## AMENDMENT FOR MAINTENANCE RENEWAL

Geac Enterprise Solutions, Inc. ("Geac") and the City of Pembroke Pines ("Customer") hereby amend the License Agreement and Supplement No. 1 dated October 31, 2003 ("the Agreement") as it pertains to the renewal of maintenance and support for the following Program(s) and Users:

<u>Program and Version</u>	<u>Annual Maintenance Fees</u>
SmartStream Builder - Base Tool Kit	\$ 176.45
SmartStream Builder - Ledger	4,740.17
SmartStream Asset Management - 2 Standard Users/20 Casual Users	15,250.70
Additional Users for SmartStream Asset Management - 3 Standard Users	6,594.42
SmartStream Ledger - 17 Standard Users/35 Lite Users	16,776.35
SmartStream Payables - 3 Standard Users/22 Casual Users	15,837.07
Additional Users for SmartStream Payables - 7 Standard Users	1,483.75
SmartStream Funds Control - 3 Standard Users/1 Casual User	6,921.19
Additional Users for SmartStream Funds Control - 9 Standard Users	1,895.90
SmartStream Purchasing - 2 Standard Users/33 Casual Users	17,125.96
Additional Users for SmartStream Funds Control - 11 Standard Users	2,308.05
SmartStream Platform - 1 Server/60 Clients	n/a

Renewal Period: 10/30/04 - 10/29/05

**TOTAL** **\$ 89,110.01**

1. It is agreed to by both parties that the Maintenance Fees paid hereunder by Customer to Geac for the Programs shall entitle Customer to those services offered under the Standard Option of Geac's Customer Select Program. These services currently are:
- a. Tax and regulatory updates, new functional releases, and environmental updates
  - b. Access to Geac's electronic support tool, AnswerLink, twenty four (24) hours a day, seven (7) days a week with customer defined priority, as outlined below. The features Customer shall have access to are:
    1. Add/View/Update cases
    2. Software corrections and enhancements
    3. Application processing information
    4. Regulatory and product updates
    5. Product announcements
    6. Company news and announcements
  - c. Access to Geac's Helpline entitling Customer to contact Geac's support representatives directly for assistance. Helpline service is available from Geac's Atlanta and Westboro offices during normal business hours which are currently 8:00 a.m. Monday to 8:00 p.m. Friday, Eastern Time, excluding weekends and holidays. Emergency telephone support for production down situations is currently available twenty-four (24) hours per

day, seven (7) days per week. Geac will respond to Customer's requests for assistance (telephone and through Geac's electronic facilities) in order of priority which is dependent upon Customer's situation. The following schedule sets forth Geac's current estimated time necessary for a Geac support representative to respond to Customer's request once Customer has contacted Geac for service. These time-frames are not to be construed as guaranteed response times. The hours listed are stated in business hour terms.

Estimated Situation Response Time

PRODUCTION DOWN: There is an error causing the Program to be non-functional. 1 hour

HIGH PRIORITY: Customer is experiencing a severe problem that results in impaired functionality. 3 hours

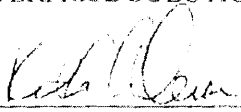
MEDIUM PRIORITY: Customer is experiencing a non-critical problem and/or Geac has a work-around. 6 hours

LOW PRIORITY: Customer has an informational request about a Program. 1 day

NON-PRIORITY: Customer has informational questions such as questions concerning documentation, tape and documentation orders, implementation, etc. or Customer has minor problems where functionality is not impaired. 1 day

2. Customer shall pay one hundred percent (100%) of the total Maintenance Fees above upon receipt of a correct invoice from Geac.
3. The terms and conditions set forth in this Agreement are valid through the period ending October 29, 2005. Upon the expiration of such period, Customer shall have the option to renew maintenance and support by executing Geac's then current Amendment for Maintenance Renewal.
4. Except as otherwise modified by this Agreement, the terms and conditions of the Agreement shall remain in full force and effect. Although Geac has executed this Amendment prior to Customer's execution in order to expedite the processing of the renewal, any modification or revision to this Amendment by Customer at the time of Customer's execution shall not be binding on Geac unless reduced to writing and signed by an authorized representative of Geac.

Geac ENTERPRISE SOLUTIONS, INC.

By   
Authorized Representative

Name Printed Keith Anderson

Title Assistant Treasurer

Date August 17, 2004

CITY OF PEMBROKE PINES

Customer

By   
Authorized Representative

Name Printed Charles F. Dodge

Title City Manager

Date \_\_\_\_\_

APPROVED FOR THE TERM



9/8/04



## AMENDMENT FOR MAINTENANCE RENEWAL

Geac Enterprise Solutions, Inc. ("Geac") and the City of Pembroke Pines ("Customer") hereby amend the License Agreement and Supplement No. 1 dated October 31, 2003 ("the Agreement") as it pertains to the renewal of maintenance and support for the following Program(s) and Users:

<u>Program and Version</u>	<u>Annual Maintenance Fees</u>
SmartStream Builder - Base Tool Kit	\$ 181.74
SmartStream Builder - Ledger	4,882.38
SmartStream Asset Management - 2 Standard Users/20 Casual Users	15,708.23
Additional Users for SmartStream Asset Management - 3 Standard Users	6,792.26
SmartStream Ledger - 17 Standard Users/35 Lite Users	17,279.63
SmartStream Payables - 3 Standard Users/22 Casual Users	16,312.17
Additional Users for SmartStream Payables - 7 Standard Users	1,528.26
SmartStream Funds Control - 3 Standard Users/1 Casual User	7,128.82
Additional Users for SmartStream Funds Control - 9 Standard Users	1,952.77
SmartStream Purchasing - 2 Standard Users/33 Casual Users	17,639.73
Additional Users for SmartStream Purchasing - 11 Standard Users	2,377.29
SmartStream Platform - 1 Server/60 Clients	n/a

Renewal Period: 10/30/05 - 10/29/06

**TOTAL** \$ **91,783.28**

- I. It is agreed to by both parties that the Maintenance Fees paid hereunder by Customer to Geac for the Programs shall entitle Customer to receive:
  - a. Tax and regulatory updates, new functional releases, and environmental updates
  - b. Access to Geac's electronic support tool, AnswerLink, twenty four (24) hours a day, seven (7) days a week with customer defined priority, as outlined below. The features Customer shall have access to are:
    1. Add/View/Update cases
    2. Software corrections and enhancements
    3. Application processing information
    4. Regulatory and product updates
    5. Product announcements
    6. Company news and announcements
  - c. Access to Geac's Helpline entitling Customer to contact Geac's support representatives directly for assistance. Helpline service is available from Geac's Atlanta, GA and Southborough, MA offices during normal business hours which are currently 8:00 a.m. Monday to 8:00 p.m. Friday, Eastern Time, excluding weekends and holidays. Emergency telephone support for production down situations is currently available twenty-four (24) hours per day, seven (7) days per week. Geac will respond to Customer's requests for assistance (telephone

and through Geac's electronic facilities) in order of priority which is dependent upon Customer's situation. The following schedule sets forth Geac's current estimated time for a Geac support representative to respond to Customer's request once Customer has properly contacted Geac for service. These time-frames are not a guarantee of response times, but are general estimates. The response times listed are during normal business hours shown above.

Estimated Situation

Response Time

PRODUCTION DOWN: There is an error causing the Program to be non-functional.

1 hour

HIGH PRIORITY: Customer is experiencing a severe problem that results in impaired functionality.

3 hours

MEDIUM PRIORITY: Customer is experiencing a non-critical problem.

6 hours

LOW PRIORITY: Customer has an informational request concerning System functionality, such as, questions such as questions concerning documentation, tape and documentation orders, implementation, etc. or Customer has minor problems where functionality is not impaired.

1 day

2. Customer shall pay one hundred percent (100%) of the total Maintenance Fees above upon receipt of a correct invoice from Geac.
3. The terms and conditions set forth in this Agreement are valid through the period ending October 29, 2006. Upon the expiration of such period, Customer shall have the option to renew maintenance and support by executing Geac's then current Amendment for Maintenance Renewal.
4. Except as otherwise modified by this Agreement, the terms and conditions of the Agreement shall remain in full force and effect. Although Geac has executed this Amendment prior to Customer's execution in order to expedite the processing of the renewal, any modification or revision to this Amendment by Customer at the time of Customer's execution shall not be binding on Geac unless reduced to writing and signed by an authorized representative of Geac.

Geac ENTERPRISE SOLUTIONS, INC.

CITY OF PEMBROKE PINES

Customer

By Keith Anderson  
Authorized Representative

By Charles J. Dodge  
Authorized Representative

Name Printed Keith Anderson

Name Printed \_\_\_\_\_

Title Assistant Treasurer

Title \_\_\_\_\_

Date September 14, 2005

Date \_\_\_\_\_

APPROVED AS TO LEGAL FORM

Julie Blaw  
10/12/05



## AMENDMENT FOR MAINTENANCE RENEWAL

Extensity, Inc. ("Extensity") f/k/a Geac Enterprise Solutions, Inc. ("Geac") and the City of Pembroke Pines ("Customer") hereby amend the License Agreement and Supplement No. 1 dated October 31, 2003 ("the Agreement") as it pertains to the renewal of maintenance and support for the following Program(s) and Users:

<u>Program and Version</u>	<u>Annual Maintenance Fees</u>
SmartStream Builder - Base Tool Kit	\$ 188.28
SmartStream Builder - Ledger	5,058.15
SmartStream Asset Management - 2 Standard Users/20 Casual Users	16,273.73
Additional Users for SmartStream Asset Management - 3 Standard Users	7,036.78
SmartStream Ledger - 17 Standard Users/35 Lite Users	17,901.70
SmartStream Payables - 3 Standard Users/22 Casual Users	16,899.41
Additional Users for SmartStream Payables - 7 Standard Users	1,583.27
SmartStream Funds Control - 3 Standard Users/1 Casual User	7,385.46
Additional Users for SmartStream Funds Control - 9 Standard Users	2,023.07
SmartStream Purchasing - 2 Standard Users/33 Casual Users	18,274.76
Additional Users for SmartStream Purchasing - 11 Standard Users	2,448.61
SmartStream Platform - 1 Server/60 Clients	n/a

Renewal Period: 10/30/06 - 10/29/07

**TOTAL \$ 95,073.22**


1. It is agreed to by both parties that the Maintenance Fees paid hereunder by Customer to Extensity for the Programs shall entitle Customer to receive:
  - a. Tax and regulatory updates, new functional releases, and environmental updates
  - b. Access to Extensity's electronic support tool, AnswerLink, twenty four (24) hours a day, seven (7) days a week with customer defined priority, as outlined below. The features Customer shall have access to are:
    1. Add/View/Update cases
    2. Software corrections and enhancements
    3. Application processing information
    4. Regulatory and product updates
    5. Product announcements
    6. Company news and announcements
  - c. Access to Extensity's Helpline entitling Customer to contact Extensity's support representatives directly for assistance. HelpLine service is available from Extensity's Atlanta, GA and Southborough, MA offices during normal business hours which are currently 8:00 a.m. Monday to 8:00 p.m. Friday, Eastern Time, excluding weekends and holidays. Emergency telephone support for production down situations is currently available twenty-four (24) hours per day, seven (7) days per week. Extensity will respond to Customer's requests for assistance (telephone

and through Extensity's electronic facilities) in order of priority which is dependent upon Customer's situation. The following schedule sets forth Extensity's current estimated time for a Extensity support representative to respond to Customer's request once Customer has properly contacted Extensity for service. These time-frames are not a guarantee of response times, but are general estimates. The response times listed are during normal business hours shown above.

<u>Estimated Situation</u>	<u>Response Time</u>
PRODUCTION DOWN: There is an error causing the Program to be non-functional.	1 hour
HIGH PRIORITY: Customer is experiencing a severe problem that results in impaired functionality.	3 hours
MEDIUM PRIORITY: Customer is experiencing a non-critical problem.	6 hours
LOW PRIORITY: Customer has an informational request concerning System functionality, such as, questions such as questions concerning documentation, tape and documentation orders, implementation, etc. or Customer has minor problems where functionality is not impaired.	1 day

- Customer shall pay one hundred percent (100%) of the total Maintenance Fees above upon receipt of a correct invoice from Extensity.
- The terms and conditions set forth in this Agreement are valid through the period ending October 29, 2007. Upon the expiration of such period, Customer shall have the option to renew maintenance and support by executing Extensity's then current Amendment for Maintenance Renewal.
- Except as otherwise modified by this Agreement, the terms and conditions of the Agreement shall remain in full force and effect. Although Extensity has executed this Amendment prior to Customer's execution in order to expedite the processing of the renewal, any modification or revision to this Amendment by Customer at the time of Customer's execution shall not be binding on Extensity unless reduced to writing and signed by an authorized representative of Extensity.

EXTENSITY, INC.

By   
Authorized Representative

Name Printed Keith Anderson

Title Assistant Treasurer

Date August 9, 2006

CITY OF PEMBROKE PINES

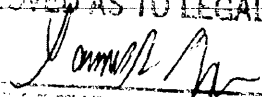
Customer

By \_\_\_\_\_  
Authorized Representative

Name Printed Charles F. Dodge

Title City Manager

Date APPROVED AS TO LEGAL FORM

  
OFFICE OF THE CITY ATTORNEY  
DATED: 9/6/06

## AMENDMENT FOR MAINTENANCE RENEWAL

Infor Global Solutions (Michigan), Inc. ("Infor") f/k/a Extensity, Inc. And Geac Enterprise Solutions, Inc. and the City of Pembroke Pines ("Customer") hereby amend the License Agreement and Supplement No. 1 dated October 31, 2003 ("the Agreement") as it pertains to the renewal of maintenance and support for the following Program(s) and Users:

<u>Program and Version</u>	<u>Maintenance and Support Fees</u>
SmartStream Builder -- Base Tool Kit	\$ 192.72
SmartStream Builder -- Ledger	\$ 3,177.52
SmartStream Asset Management -- 2 Standard Users/20 Casual Users	\$16,657.79
Additional Users for SmartStream Asset Management -- 3 Standard Users	\$ 7,202.85
SmartStream Ledger -- 17 Standard users/35 Lite Users	\$18,324.18
SmartStream Payables -- 3 Standard users/22 Casual Users	\$17,298.24
Additional Users for SmartStream Payables -- 7 Standard Users	\$ 1,620.64
SmartStream Funds Control -- 3 Standard Users/1 Casual User	\$ 7,559.76
Additional Users for SmartStream Funds Control -- 9 Standard Users	\$ 2,070.81
SmartStream Purchasing -- 2 Standard Users/33 Casual Users	\$18,706.04
Additional Users for SmartStream Purchasing -- 11 Standard Users	\$ 2,506.40
SmartStream Platform -- 1 Server/60 Clients	\$ 0.00
Renewal Period: 10/30/07 - 10/29/08	
<b>TOTAL</b>	<b><u>\$97,316.95</u></b>

1. It is agreed by both parties that the Maintenance Fees paid hereunder by Customer to Infor for the Program shall entitle Customer to receive
  - a. Tax and regulatory updates, new functional releases, and environmental updates
  - b. Access to Infor's electronic support tool twenty four (24) hours a day, seven (7) days a week with customer defined priority, as outlined below. The features Customer shall have access to are:
    1. Add/View/Update cases
    2. Software corrections and enhancements
    3. Application processing information
    4. Regulatory and product updates
    5. Product announcements
    6. Company news and announcements
  - c. Access to Infor's HelpLine entitling Customer to contact Infor's support representatives directly for assistance. HelpLine service is available from Infor's Atlanta, GA and Southborough, MA offices during normal business hours which are currently 8:00 am Monday to 8:00 pm Friday, Eastern Time, excluding weekends and holidays. Emergency telephone support for production down situations is currently available twenty four (24) hours per day, five (5) days per week. Infor will respond to Customer's requests for assistance (telephone and through Infor's electronic facilities) in order of priority which is dependent on Customer's situation. The following schedule sets forth Infor's current estimated time for an Infor support representative to respond to Customer's request once Customer has properly contacted Infor for service. These time-frames are not a guarantee of response times, but are general estimates. The response times listed are during normal business hours shown above.

Estimated SituationResponse Time

PRODUCTION DOWN: There is an error causing the System to be non-functional.

1 hour

HIGH PRIORITY: Customer is experiencing a severe problem that results in impaired functionality.

3 hours

MEDIUM PRIORITY: Customer is experiencing a non-critical problem.

6 hours

LOW PRIORITY: Customer has an informational request concerning System functionality, such as, questions such as questions concerning documentation, tape and documentation orders, implementation, etc. or Customer has minor problems where functionality is not impaired.

1 day

2. Customer shall pay one hundred (100% of the total Maintenance Fees above no later than October 29, 2007.
3. The terms and conditions set forth in this Agreement are valid through the period ending October 29, 2008. Upon the expiration of such period, Customer shall have the option to renew maintenance and support by executing Infor's then current Amendment for Maintenance Renewal.
4. Except as otherwise modified by this Amendment, the terms and conditions of the Agreement shall remain in full force and effect. Although Infor has executed this Amendment prior to Customer's execution in order to expedite the processing of the renewal, any modification or revision to this Amendment by Customer at the time of Customer's execution shall not be binding on Infor unless reduced to writing and signed by an authorized representative of Infor.

MM

INFOR GLOBAL SOLUTIONS (MICHIGAN), INC.

By

Authorized Representative

Name Printed Gregory M. Giangjordan  
SVP & General Counsel

Title \_\_\_\_\_

Date 29 Oct. 2007

CITY OF PEMBROKE PINES

Customer

By

Authorized Representative

Name Printed Charles F. Dodge

Title City Manager

Date 11/13/07

APPROVED AS TO LEGAL FORM

Julie Blah  
DATE 11/5/07

## AMENDMENT FOR MAINTENANCE RENEWAL

Infor Global Solutions (Michigan), Inc. ("Infor") and the City of Pembroke Pines ("Customer") hereby amend the License Agreement and Supplement No. 1 dated October 31, 2003 ("the Agreement") as it pertains to the renewal of maintenance and support for the following Program(s) and Users:

<u>Program and Version</u>	<u>Maintenance and Support Fees</u>
SmartStream Builder -- Base Tool Kit	\$ 200.43
SmartStream Builder -- Ledger	\$ 5,384.62
SmartStream Asset Management -- 2 Standard Users	\$ 13,992.54
Additional Users for SmartStream Asset Management -- 3 Standard Users	\$ 7,490.96
SmartStream Ledger -- 17 Standard users/35 Lite Users	\$ 19,057.15
SmartStream Payables -- 3 Standard users/22 Casual Users	\$ 17,990.17
Additional Users for SmartStream Payables -- 7 Standard Users	\$ 1,685.47
SmartStream Funds Control -- 3 Standard Users/1 Casual User	\$ 7,862.15
Additional Users for SmartStream Funds Control -- 9 Standard Users	\$ 2,153.64
SmartStream Purchasing -- 2 Standard Users/33 Casual Users	\$ 19,454.28
Additional Users for SmartStream Purchasing -- 11 Standard Users	\$ 2,606.66
SmartStream Platform -- 1 Server/60 Clients	Included

**Renewal Period: 10/30/08 - 10/29/09**

**TOTAL \$97,878.07**

1. It is agreed by both parties that the Maintenance and Support Fees paid hereunder by Customer to Infor for the Programs shall entitle Customer to receive, the following:
  - a. Tax and regulatory updates, new functional releases, and environmental updates
  - b. Access to Infor's electronic support tool twenty four (24) hours a day, seven (7) days a week with customer defined priority, as outlined below. The features Customer shall have access to are:
    1. Add/View/Update cases
    2. Software corrections and enhancements
    3. Application processing information
    4. Regulatory and product updates
    5. Product announcements
    6. Company news and announcements
  - c. Access to Infor's HelpLine entitling Customer to contact Infor's support representatives directly for assistance. HelpLine service is available from Infor's Atlanta, GA and Southborough, MA offices during normal business hours which are currently 8:00 am Monday to 8:00 pm Friday, Eastern Time, excluding weekends and holidays. Emergency telephone support for production down situations is currently available twenty four (24) hours per day, five (5) days per week. Infor will respond to Customer's requests for assistance (telephone and through Infor's electronic facilities) in order of priority which is dependent on Customer's situation. The following schedule sets forth Infor's current estimated time for an Infor support representative to respond to Customer's request once Customer has properly contacted Infor for service. These time-frames are not a guarantee of response times, but are general estimates. The response times listed are during normal business hours shown above.

Estimated SituationResponse Time

PRODUCTION DOWN: There is an error causing the System to be non-functional.

1 hour

HIGH PRIORITY: Customer is experiencing a severe problem that results in impaired functionality.

3 hours

MEDIUM PRIORITY: Customer is experiencing a non-critical problem.

6 hours

LOW PRIORITY: Customer has an informational request concerning System functionality, such as, questions such as questions concerning documentation, tape and documentation orders, implementation, etc. or Customer has minor problems where functionality is not impaired.

1 day

2. Customer shall pay one hundred percent (100%) of the total Maintenance and Support Fees above no later than October 29, 2008.
3. The terms and conditions set forth in this Agreement are valid through the period ending October 29, 2009. Upon the expiration of such period, Customer shall have the option to renew maintenance and support by executing Infor's then current Amendment for Maintenance Renewal.
4. Except as otherwise modified by this Amendment, the terms and conditions of the Agreement shall remain in full force and effect. Although Infor has executed this Amendment prior to Customer's execution in order to expedite the processing of the renewal, any modification or revision to this Amendment by Customer at the time of Customer's execution shall not be binding on Infor unless reduced to writing and signed by an authorized representative of Infor.
5. Customer has elected not to renew annual services for twenty (20) Casual Users for use with the SmartStream Asset Management Program and based on this election by Customer, upon the parties' execution of this Amendment For Maintenance Renewal below, the Amendment for Maintenance Renewal agreement that was previously signed by Infor on August 7, 2008 and by Customer on September 12, 2008 shall be null and void.

INFOR GLOBAL SOLUTIONS (MICHIGAN), INC.

By [Signature]  
Authorized Representative

Name Printed Gregory M. Glanglordano

Title SVP & General Counsel

Date 29 September 2008

CITY OF PEMBROKE PINES

Customer

By [Signature]  
Authorized Representative

Name Printed Charles F. Dodge

Title City Manager

Date October 7, 2008

[Signature] 10/6/08  
Approved to Form

## AMENDMENT FOR MAINTENANCE RENEWAL

Infor Global Solutions (Michigan), Inc. ("Infor") and the City of Pembroke Pines ("Customer") hereby amend the License Agreement dated October 30, 2003, as amended to date ("the Agreement") as it pertains to the renewal of maintenance and support for the following Program(s) and users:

<u>Program and Version</u>	<u>Maintenance and Support Fees</u>
SmartStream Builder – Base Tool Kit	\$ 200.91
SmartStream Builder – Ledger	\$ 5,397.54
SmartStream Asset Management – 2 Standard Users	\$ 14026.12
Additional Users for SmartStream Asset Management – 3 Standard Users	\$ 7,508.94
SmartStream Ledger – 17 Standard users/35 Lite Users	\$ 19,102.89
Additional Users for SmartStream Ledger – 5 Casual Users / 10 Lite Users	\$ 1,559.93
SmartStream Payables – 3 Standard users/22 Casual Users	\$ 18,033.35
Additional Users for SmartStream Payables – 7 Standard Users	\$ 1,689.52
SmartStream Funds Control – 3 Standard Users/1 Casual User	\$ 7,881.02
Additional Users for SmartStream Funds Control – 9 Standard Users	\$ 2,158.81
SmartStream Purchasing – 2 Standard Users/33 Casual Users	\$ 19,500.97
Additional Users for SmartStream Purchasing – 11 Standard Users	\$ 2,612.92
Additional Users for SmartStream Purchasing – 3 Casual Users / 30 Lite Users	\$ 2,009.83
SmartStream Platform – 1 Server/60 Clients	Included

Renewal Period: 10/30/09 - 10/29/10

**TOTAL FEE** **\$101,686.01**

1. The parties agree that the Total Fee paid for the Programs and users hereunder is in consideration of Customer's commitment to remain on maintenance and support through the period ending October 29, 2010. Customer's payment of the Total Fee shall entitle Customer to those services offered under Infor's then-current maintenance and support plan.
2. Customer shall pay one hundred percent (100%) of the total Maintenance Fees above no later than October 29, 2009.
3. The terms and conditions set forth in this Agreement are valid through the period ending October 29, 2010. Upon the expiration of such period, Customer shall have the option to renew maintenance and support by executing Infor's then current Amendment for Maintenance Renewal.
4. Except as otherwise modified by this Amendment, the terms and conditions of the Agreement shall remain in full force and effect. Although Infor has executed this Amendment prior to Customer's execution in order to expedite the processing of the renewal, any modification or revision to this Amendment by Customer at the time of Customer's execution shall not be binding on Infor unless reduced to writing and signed by an authorized representative of Infor.

INFOR GLOBAL SOLUTIONS (MICHIGAN), INC.  
Infor

By Brian Strange  
Authorized Representative

Name Printed Brian Strange

Title Associate General Counsel

Date 09/04/09

CITY OF PEMBROKE PINES

Customer

By Charles F. Dodge  
Authorized Representative

Name Printed Charles F. Dodge

Title City Manager

Date August 27, 2009



## AMENDMENT FOR MAINTENANCE RENEWAL

Infor Global Solutions (Michigan), Inc. ("Infor") and the City of Pembroke Pines ("Customer") hereby amend the License Agreement dated October 30, 2003, as amended to date ("the Agreement") as it pertains to the renewal of maintenance and support for the following Program(s) and users:

<u>Program and Version</u>	<u>Maintenance and Support Fees</u>
SmartStream Builder – Ledger	\$ 5,718.26
SmartStream Ledger – 17 Standard users/35 Lite Users	\$ 19,511.85
Additional Users for SmartStream Ledger – 5 Casual Users / 10 Lite Users	\$ 1,596.66
SmartStream Payables – 3 Standard users/22 Casual Users	\$ 18,419.26
Additional Users for SmartStream Payables – 7 Standard Users	\$ 1,725.67
SmartStream Funds Control – 3 Standard Users/1 Casual User	\$ 8,049.67
Additional Users for SmartStream Funds Control – 9 Standard Users	\$ 2,205.01
SmartStream Purchasing – 2 Standard Users/33 Casual Users	\$ 19,918.29
Additional Users for SmartStream Purchasing – 11 Standard Users	\$ 2,668.83
Additional Users for SmartStream Purchasing – 3 Casual Users / 30 Lite Users	\$ 2,052.84
SmartStream Platform – 1 Server/60 Clients	Included

Renewal Period: 10/30/10 - 10/29/11

**TOTAL FEE** **\$ 81,866.45**

1. The parties agree that the Total Fee paid for the Programs and users hereunder is in consideration of Customer's commitment to remain on maintenance and support through the period ending October 29, 2011. Customer's payment of the Total Fee shall entitle Customer to those services offered under Infor's then-current maintenance and support plan.
2. Customer shall pay one hundred percent (100%) of the Total Fee above no later than November 29, 2010.
3. The pricing set forth in this Amendment is valid if accepted by Customer by November 29, 2010. Upon the expiration of such period, Customer shall have the option to renew maintenance and support by executing Infor's then current Amendment for Maintenance Renewal.
4. Except as otherwise modified by this Amendment, the terms and conditions of the Agreement shall remain in full force and effect. Although Infor has executed this Amendment prior to Customer's execution in order to expedite the processing of the renewal, any modification or revision to this Amendment by Customer at the time of Customer's execution shall not be binding on Infor unless reduced to writing and signed by an authorized representative of Infor.

**SIGNATURE BLOCKS ON NEXT PAGE**

INFOR GLOBAL SOLUTIONS (MICHIGAN), INC.  
Infor

By Susan Erdely  
Authorized Representative

Name Printed Susan Erdely  
Title Director, Contracts Management

Date 11/29/10

CITY OF PEMBROKE PINES  
Customer

By Charles F. Dodge  
Authorized Representative

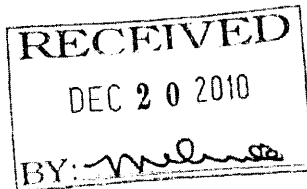
Name Printed Charles F. Dodge  
Title City Manager

Date November 22, 2010

APPROVED AS TO LEGAL FORM

Julie Stehn  
OFFICE OF THE CITY ATTORNEY  
DATED: 11/29/10

Received By: [Signature]  
Print Name: BOB [Signature]  
Date: 11.24.10



## AMENDMENT FOR MAINTENANCE RENEWAL

**Infor Global Solutions (Michigan), Inc. ("Infor")** and the **City of Pembroke Pines ("Customer")** hereby amend the License Agreement dated October 30, 2003, as amended to date ("the Agreement") as it pertains to the renewal of maintenance and support for the following Program(s) and users:

<u>Program and Version</u>	<u>Maintenance and Support Fees</u>
SmartStream Builder - Ledger	\$ 5,838.92
SmartStream Funds Control - 3 Standard Users / 1 Casual User	\$ 8,219.51
Additional Users for SmartStream Funds Control - 16 Casual Users	\$ 2,251.54
SmartStream Ledger - 12 Standard Users / 14 Casual Users / 15 Lite Users	\$ 19,923.66
Additional Users for SmartStream Ledger - 13 Casual Users	\$ 2,640.25
Additional Users for SmartStream Ledger - 5 Casual Users / 10 Lite Users	\$ 1,630.35
SmartStream Payables - 3 Standard Users / 22 Casual Users	\$ 18,807.91
Additional Users for SmartStream Payables - 1 Standard User / 16 Casual Users	\$ 2,299.20
Additional Users for SmartStream Payables - 7 Standard Users	\$ 1,762.08
SmartStream Purchasing - 2 Standard Users / 33 Casual Users	\$ 20,338.57
Additional Users for SmartStream Purchasing - 11 Standard Users	\$ 2,725.14
Additional Users for SmartStream Purchasing - 3 Casual Users / 30 Lite Users	\$ 2,096.15
SmartStream Platform - 1 Server/60 Clients	Included

Renewal Period: 10/30/11 - 10/29/12

**TOTAL FEE** **\$ 88,533.28**

- The parties agree that the Total Fee paid for the Programs and users hereunder is in consideration of Customer's commitment to remain on maintenance and support through the period ending October 29, 2012. Customer's payment of the Total Fee shall entitle Customer to those services offered under Infor's then-current maintenance and support plan.
- Customer shall pay one hundred percent (100%) of the Total Fee above no later than February 15, 2012.
- The pricing set forth in this Amendment is valid if accepted by Customer by February 15, 2012. Upon the expiration of such period, Customer shall have the option to renew maintenance and support by executing Infor's then current Amendment for Maintenance Renewal.
- Except as otherwise modified by this Amendment, the terms and conditions of the Agreement shall remain in full force and effect. Although Infor has executed this Amendment prior to Customer's execution in order to expedite the processing of the renewal, any modification or revision to this Amendment by Customer at the time of Customer's execution shall not be binding on Infor unless reduced to writing and signed by an authorized representative of Infor.

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INFOR GLOBAL SOLUTIONS (MICHIGAN), INC. B

Info

By

Susan Erdely

Authorized Representative

Name Printed

Susan Erdely

Title

Director, Contracts Management

Date

2/8/12

CITY OF PEMBROKE PINES

Customer

By

Charles F. Dodge

Authorized Representative

Name Printed Charles F. Dodge

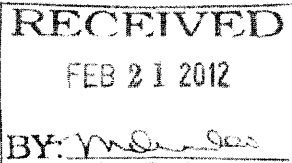
Title City Manager

Date January 24, 2012

APPROVED AS TO LEGAL FORM

[Signature]  
OFFICE OF THE CITY ATTORNEY

DATED: 2/1/12



## AMENDMENT FOR MAINTENANCE RENEWAL

Infor Global Solutions (Michigan), Inc. ("Infor") and the City of Pembroke Pines ("Customer") hereby amend the License Agreement dated October 30, 2003, as amended to date ("the Agreement") as it pertains to the renewal of maintenance and support for the following Program(s) and users:

<u>Program and Version</u>	<u>Maintenance and Support Fees</u>
SmartStream Builder – Ledger	\$ 6,006.50
SmartStream Funds Control – 3 Standard Users/1 Casual User	\$ 8,455.41
Additional Users for SmartStream Funds Control – 16 Casual Users	\$ 2,316.16
SmartStream Ledger – 12 Standard Users / 14 Casual Users / 15 Lite Users	\$ 20,495.47
Additional Users for SmartStream Ledger – 13 Casual Users	\$ 2,716.03
Additional Users for SmartStream Ledger – 5 Casual Users / 10 Lite Users	\$ 1,677.14
SmartStream Payables – 3 Standard users/22 Casual Users	\$ 19,347.70
Additional Users for SmartStream Payables – 1 Standard User / 16 Casual Users	\$ 2,365.19
Additional Users for SmartStream Payables – 7 Standard Users	\$ 1,812.65
SmartStream Purchasing – 2 Standard Users / 33 Casual Users	\$ 20,922.29
Additional Users for SmartStream Purchasing – 11 Standard Users	\$ 2,803.35
Additional Users for SmartStream Purchasing – 3 Casual Users / 30 Lite Users	\$ 2,156.31
SmartStream Platform – 1 Server/60 Clients	Included
Renewal Period: 10/30/12 - 10/29/13	
<b>TOTAL FEE</b>	<b><u>\$ 91,074.20</u></b>

1. The parties agree that the Total Fee paid for the Programs and users hereunder is in consideration of Customer's commitment to remain on maintenance and support through the period ending October 29, 2013. Customer's payment of the Total Fee shall entitle Customer to those services offered under Infor's then-current maintenance and support plan.
2. Customer shall pay one hundred percent (100%) of the Total Fee above no later than October 29, 2012.
3. The pricing set forth in this Amendment is valid if accepted by Customer by October 29, 2012. Upon the expiration of such period, Customer shall have the option to renew maintenance and support by executing Infor's then current Amendment for Maintenance Renewal.
4. Except as otherwise modified by this Amendment, the terms and conditions of the Agreement shall remain in full force and effect. Although Infor has executed this Amendment prior to Customer's execution in order to expedite the processing of the renewal, any modification or revision to this Amendment by Customer at the time of Customer's execution shall not be binding on Infor unless reduced to writing and signed by an authorized representative of Infor.

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INFOR GLOBAL SOLUTIONS (MICHIGAN), INC.

Infor

By

Susan Erdely

Authorized Representative

Name Printed

**Susan Erdely**

**Director, Contracts Management**

Title

Date

November 8, 2012

CITY OF PEMBROKE PINES

Customer

By

Charles F. Dodge

Authorized Representative

Name Printed

Charles F. Dodge

Title

City Manager

Date

October 23, 2012

APPROVED AS TO LEGAL FORM

DODGE

OFFICE OF THE CITY ATTORNEY

DATED: 10/18/12



## AMENDMENT FOR MAINTENANCE RENEWAL

Infor (US), Inc. successor to Infor Global Solutions (Michigan), Inc. ("Infor") and the City of Pembroke Pines ("Customer") hereby amend the License Agreement dated October 30, 2003, as amended to date ("the Agreement") as it pertains to the renewal of maintenance and support for the following Program(s) and users:

<u>Program and Version</u>	<u>Maintenance and Support Fees</u>
SmartStream Builder -- Ledger	\$ 6,125.43
SmartStream Funds Control -- 3 Standard Users/1 Casual User	\$ 8,622.83
Additional Users for SmartStream Funds Control -- 16 Casual Users	\$ 2,362.01
SmartStream Ledger -- 12 Standard Users / 14 Casual Users / 15 Lite Users	\$ 20,901.28
Additional Users for SmartStream Ledger -- 13 Casual Users	\$ 2,769.81
Additional Users for SmartStream Ledger -- 5 Casual Users / 10 Lite Users	\$ 1,710.35
SmartStream Payables -- 3 Standard users/22 Casual Users	\$ 19,730.78
Additional Users for SmartStream Payables -- 1 Standard User / 16 Casual Users	\$ 2,412.03
Additional Users for SmartStream Payables -- 7 Standard Users	\$ 1,848.54
SmartStream Purchasing -- 2 Standard Users / 33 Casual Users	\$ 21,336.55
Additional Users for SmartStream Purchasing -- 11 Standard Users	\$ 2,858.86
Additional Users for SmartStream Purchasing -- 3 Casual Users / 30 Lite Users	\$ 2,199.00
SmartStream Platform -- 1 Server/60 Clients	Included

Renewal Period: 10/30/2013 - 10/29/2014

**TOTAL FEE** **\$ 92,877.47**

1. The parties agree that the Total Fee paid for the Programs and users hereunder is in consideration of Customer's commitment to remain on maintenance and support through the period ending October 29, 2014. Customer's payment of the Total Fee shall entitle Customer to those services offered under Infor's then-current maintenance and support plan.
2. Customer shall pay one hundred percent (100%) of the Total Fee above no later than October 29, 2013.
3. The pricing set forth in this Amendment is valid if accepted by Customer by October 29, 2013. Upon the expiration of such period, Customer shall have the option to renew maintenance and support by executing Infor's then current Amendment for Maintenance Renewal.
4. Except as otherwise modified by this Amendment, the terms and conditions of the Agreement shall remain in full force and effect. Although Infor has executed this Amendment prior to Customer's execution in order to expedite the processing of the renewal, any modification or revision to this Amendment by Customer at the time of Customer's execution shall not be binding on Infor unless reduced to writing and signed by an authorized representative of Infor.

**SIGNATURE BLOCKS ON NEXT PAGE**

INFOR (US), INC.

Infor

Susan Erdely

Digitally signed by Susan Erdely  
DN: cn=Susan Erdely, ou=Infor, ou=US,  
email=susan.erdely@infor.com, c=US  
Date: 2013.09.26 11:42:11 -0400

By \_\_\_\_\_  
Authorized Representative

Name Printed Susan Erdely

Title Director, Contract Management

Date September 26, 2013

CITY OF PEMBROKE PINES

Customer

By Charles F. Dodge  
Authorized Representative

Name Printed Charles F. Dodge

Title City Manager

Date 10/9/13

APPROVED AS TO LEGAL FORM

Stacy Weingart  
DATED: 9/27/13





## AMENDMENT FOR MAINTENANCE RENEWAL

Infor (US), Inc. successor to Infor Global Solutions (Michigan), Inc. ("Infor") and the City of Pembroke Pines ("Customer") hereby amend the License Agreement dated October 30, 2003, as amended to date ("the Agreement") as it pertains to the renewal of maintenance and support for the following Program(s) and users:

<u>Program and Version</u>	<u>Maintenance and Support Fees</u>
SmartStream Builder - Ledger	\$ 6,194.65
SmartStream Funds Control - 3 Standard Users/1 Casual User	\$ 8,720.27
Additional Users for SmartStream Funds Control - 16 Casual Users	\$ 2,388.70
SmartStream Ledger - 12 Standard Users / 14 Casual Users / 15 Lite Users	\$ 21,137.46
Additional Users for SmartStream Ledger - 13 Casual Users	\$ 2,801.11
Additional Users for SmartStream Ledger - 5 Casual Users / 10 Lite Users	\$ 1,729.68
SmartStream Payables - 3 Standard users/22 Casual Users	\$ 19,953.74
Additional Users for SmartStream Payables - 1 Standard User / 16 Casual Users	\$ 2,439.29
Additional Users for SmartStream Payables - 7 Standard Users	\$ 1,869.43
SmartStream Purchasing - 2 Standard Users / 33 Casual Users	\$ 21,577.64
Additional Users for SmartStream Purchasing - 11 Standard Users	\$ 2,891.17
Additional Users for SmartStream Purchasing - 3 Casual Users / 30 Lite Users	\$ 2,223.85
SmartStream Platform - 1 Server/60 Clients	Included

Renewal Period: 10/30/2014 - 10/29/2015

**TOTAL FEE** **\$ 93,926.99**

- The parties agree that the Total Fee paid for the Programs and users hereunder is in consideration of Customer's commitment to remain on maintenance and support through the period ending October 29, 2015. Customer's payment of the Total Fee shall entitle Customer to those services offered under Infor's then-current maintenance and support plan.
- Customer shall pay one hundred percent (100%) of the Total Fee above no later than October 29, 2014.
- The pricing set forth in this Amendment is valid if accepted by Customer by October 29, 2014. Upon the expiration of such period, Customer shall have the option to renew maintenance and support by executing Infor's then current Amendment for Maintenance Renewal.

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4. Except as otherwise modified by this Amendment, the terms and conditions of the Agreement shall remain in full force and effect. Although Infor has executed this Amendment prior to Customer's execution in order to expedite the processing of the renewal, any modification or revision to this Amendment by Customer at the time of Customer's execution shall not be binding on Infor unless reduced to writing and signed by an authorized representative of Infor.

INFOR (US), INC.

Infor

By \_\_\_\_\_  
Authorized Representative

Name Printed \_\_\_\_\_

Title Director, Contracts

Date October 7, 2015

CITY OF PEMBROKE PINES

Customer

By Charles F. Dodge  
Authorized Representative

Name Printed Charles F. Dodge

Title City Manager

Date 10/1/2014

APPROVED AS TO LEGAL FORM

OFFICE OF THE CITY ATTORNEY

DATED: \_\_\_\_\_



## AMENDMENT FOR MAINTENANCE RENEWAL

Infor (US), Inc. successor to Infor Global Solutions (Michigan), Inc. ("Infor") and the City of Pembroke Pines ("Customer") hereby amend the License Agreement dated October 30, 2003, as amended to date ("the Agreement") as it pertains to the renewal of maintenance and support for the following Program(s) and users:

<u>Program and Version</u>	<u>Maintenance and Support Fees</u>
SmartStream Builder – Ledger	\$ 6,194.65
SmartStream Funds Control – 3 Standard Users/1 Casual User	\$ 8,720.27
Additional Users for SmartStream Funds Control – 16 Casual Users	\$ 2,388.70
SmartStream Ledger – 12 Standard Users / 14 Casual Users / 15 Lite Users	\$ 21,137.46
Additional Users for SmartStream Ledger – 13 Casual Users	\$ 2,801.11
Additional Users for SmartStream Ledger – 5 Casual Users / 10 Lite Users	\$ 1,729.68
SmartStream Payables – 3 Standard users/22 Casual Users	\$ 19,953.74
Additional Users for SmartStream Payables – 1 Standard User / 16 Casual Users	\$ 2,439.29
Additional Users for SmartStream Payables – 7 Standard Users	\$ 1,869.43
SmartStream Purchasing – 2 Standard Users / 33 Casual Users	\$ 21,577.64
Additional Users for SmartStream Purchasing – 11 Standard Users	\$ 2,891.17
Additional Users for SmartStream Purchasing – 3 Casual Users / 30 Lite Users	\$ 2,223.85
SmartStream Platform – 1 Server/60 Clients	Included

Renewal Period: 10/30/2015 - 10/29/2016

**TOTAL FEE** **\$ 93,926.99**

1. The parties agree that the Total Fee paid for the Programs and users hereunder is in consideration of Customer's commitment to remain on maintenance and support through the period ending October 29, 2016. Customer's payment of the Total Fee shall entitle Customer to those services offered under Infor's then-current maintenance and support plan.
2. Customer shall pay one hundred percent (100%) of the Total Fee above no later than October 29, 2015.
3. The pricing set forth in this Amendment is valid if accepted by Customer by October 29, 2015. Upon the expiration of such period, Customer shall have the option to renew maintenance and support by executing Infor's then current Amendment for Maintenance Renewal.

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4. Except as otherwise modified by this Amendment, the terms and conditions of the Agreement shall remain in full force and effect. Although Infor has executed this Amendment prior to Customer's execution in order to expedite the processing of the renewal, any modification or revision to this Amendment by Customer at the time of Customer's execution shall not be binding on Infor unless reduced to writing and signed by an authorized representative of Infor.

INFOR (US), INC.  
Infor

By \_\_\_\_\_  
Authorized Representative

Name Printed \_\_\_\_\_

Title Director, Contracts

Date October 12, 2015

CITY OF PEMBROKE PINES  
Customer


By Charles F. Dodge  
Authorized Representative

Name Printed Charles F. Dodge

Title City Manager

Date 10/1/2015

APPROVED AS TO LEGAL FORM

  
OFFICE OF THE CITY ATTORNEY

DATED: 10/6/15



## AMENDMENT FOR MAINTENANCE RENEWAL

Infor (Us), Inc. successor-in-interest to Infor Global Solutions (Michigan), Inc. ("Infor") and the City of Pembroke Pines ("Customer") hereby amend the License Agreement dated October 30, 2003, as amended to date ("the Agreement") as it pertains to the renewal of maintenance and support for the following Program(s) and users:

### Programs and Versions

### Maintenance and Support Fees

SmartStream Builder – Ledger	\$ 6,257.84
SmartStream Funds Control – 3 Standard Users/1 Casual User	\$ 2,413.06
Additional Users for SmartStream Funds Control – 16 Casual Users	\$ 8,809.22
SmartStream Ledger – 12 Standard Users / 14 Casual Users / 15 Lite Users	\$ 21,353.06
Additional Users for SmartStream Ledger – 13 Casual Users	\$ 2,829.68
Additional Users for SmartStream Ledger – 5 Casual Users / 10 Lite Users	\$ 1,747.32
SmartStream Payables – 10 Standard users/22 Casual Users	\$ 22,045.77
Additional Users for SmartStream Payables – 1 Standard User / 16 Casual Users	\$ 2,464.17
SmartStream Purchasing – 2 Standard Users / 33 Casual Users	\$ 21,797.73
Additional Users for SmartStream Purchasing – 11 Standard Users	\$ 2,920.66
Additional Users for SmartStream Purchasing – 3 Casual Users / 30 Lite Users	\$ 2,246.53
SmartStream Platform – 1 Server/60 Clients	Included

Renewal Period: 10/30/2016 - 10/29/2017


**TOTAL FEE            \$ 94,885.04**

1. The parties agree that the Total Fee paid for the Programs and users hereunder is in consideration of Customer's commitment to remain on maintenance and support through the period ending October 29, 2017. Customer's payment of the Total Fee shall entitle Customer to those services offered under Infor's then-current maintenance and support plan.
2. Customer shall pay one hundred percent (100%) of the Total Fee above no later than October 29, 2016.
3. The pricing set forth in this Amendment is valid if accepted by Customer by October 29, 2016. Upon the expiration of such period, Customer shall have the option to renew maintenance and support by executing Infor's then current Amendment for Maintenance Renewal.
4. Except as otherwise modified by this Amendment, the terms and conditions of the Agreement shall remain in full force and effect. Although Infor has executed this Amendment prior to Customer's execution in order to expedite the processing of the renewal, any modification or revision to this Amendment by Customer at the time of Customer's execution shall not be binding on Infor unless reduced to writing and signed by an authorized representative of Infor.

**SIGNATURE BLOCKS ON NEXT PAGE**

INFOR (US), INC.

Infor DocuSigned by:

By   
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Authorized Representative

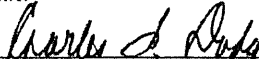
Name Printed Gregory M Giangiordano

Title SVP & General Counsel

Date September 22, 2016 | 5:03:50 PM EDT

CITY OF PEMBROKE PINES

Customer

By 


Authorized Representative

Name Printed Charles F. Dodge

Title City Manager

Date 10/31/2016

APPROVED AS TO LEGAL FORM

  
OFFICE OF THE CITY ATTORNEY  
DATED: 10/27/16



# City of Pembroke Pines, FL

601 City Center Way  
Pembroke Pines, FL  
33025  
www.ppines.com

## Agenda Request Form

### Agenda Number:

**File ID:** 17-0582

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 08/14/2017

**Short Title:** October Contract Database Report

**Final Action:** 10/04/2017

**Title:** MOTION TO APPROVE THE DEPARTMENT'S RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACT DATABASE REPORT:

(A) INFOR GLOBAL SOLUTIONS, INC. - SMARTSTREAM LICENSE, SUPPORT & MAINTENANCE

(B) GOLD NUGGET ARGO UNIFORM - PURCHASE OF POLICE UNIFORMS

(C) KEMP GROUP INTERNATIONAL CORPORATION - SCHOOL CROSSING GUARD SERVICES

(D) ALLIED UNIVERSAL CORP. - SODIUM HYDROXIDE 25% (CAUSTIC SODA)

(E) LHOIST NORTH AMERICA OF ALABAMA, LLC - QUICKLIME FOR WATER TREATMENT

**\*Agenda Date:** 10/04/2017

### Internal Notes:

**Attachments:** 1. Contract Database Report, 2. Infor Global Solutions, Inc., 3. Infor Global SmartStream - Original Agreement, 4. Gold Nugget Uniform - Purchase of Police Uniforms, 5. Golden Nugget Uniform - Original Agreement, 6. Kemp Group International Corporation, 7. Kemp Group International Corporation - Original Agreement, 8. Allied Universal Corp. - Sodium Hydroxide 25 percent, 9. Lhoist North America of Alabama, LLC, 10. Lhoist North America of Alabama, LLC. - Original Agreement

1 City Commission 10/04/2017 approve

Pass

**Action Text:** A motion was made by Vice Mayor Castillo, seconded by Commissioner Schwartz, to approve approve Sections (A), (B), (C) and (D) on the Consent Agenda.

**Notes:** Commissioner Schwartz called Riley Smith to podium.  
VM Castillo made a point of order.

Aye: - 5 Mayor Ortis, Vice Mayor Castillo, Commissioner Schwartz,  
Commissioner Siple, and Commissioner Monroig  
Nay: - 0

1 City Commission 10/04/2017 approve Pass

**Action Text:** A motion was made by Commissioner Schwartz, seconded by Commissioner Monroig, to approve Section (E) of Consent Item #5. Section (E) of Item #5 was pulled from the Consent Agenda for discussion. The motion for Section (E) carried by the following vote:

Aye: - 5 Mayor Ortis, Vice Mayor Castillo, Commissioner Schwartz,  
Commissioner Siple, and Commissioner Monroig  
Nay: - 0

---

**MOTION TO APPROVE THE DEPARTMENT'S RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACT DATABASE REPORT:**

(A) INFOR GLOBAL SOLUTIONS, INC. - SMARTSTREAM LICENSE, SUPPORT & MAINTENANCE

(B) GOLD NUGGET ARGO UNIFORM - PURCHASE OF POLICE UNIFORMS

(C) KEMP GROUP INTERNATIONAL CORPORATION - SCHOOL CROSSING GUARD SERVICES

(D) ALLIED UNIVERSAL CORP. - SODIUM HYDROXIDE 25% (CAUSTIC SODA)

(E) LHOIST NORTH AMERICA OF ALABAMA, LLC - QUICKLIME FOR WATER TREATMENT

**SUMMARY EXPLANATION AND BACKGROUND:**

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The items shown below were mistakenly omitted from the August 2017 Contract Database Report. Please note that there were no items on the October 2017 Contract Database Report.

**(A) Infor Global Solutuions, Inc. - SmartStream License, Support & Maintenance**

1. The City of Pembroke Pines has the option to renew the maintenance and support agreement with INFOR Global Solutions, Inc. which currently expires on October 29, 2017.



2. INFOR Global Solutions, Inc. is the developer and support for SmartStream, the City's Accounting Software package. The Finance Department has utilized SmartStream since 1998.
3. Pursuant to Section 3 of the Agreement, the term may be extended for additional one (1) year renewal periods, subject to the execution of a written amendment to this agreement signed by both parties.
4. The Finance Department recommends that the City renew this Agreement for an additional one (1) year term, commencing on October 30, 2017 and expiring on October 29, 2018, as allowed by the Agreement.

**(B) Gold Nugget Argo Uniform - Purchase of Police Uniforms**

1. On November 12, 2015, the City Commission approved to enter into an agreement with Gold Nugget Argo Uniform for an initial two (2) year period commencing on November 1, 2015 and ending on October 31, 2017.
2. The City utilizes Gold Nugget Argo Uniform to provide uniforms and accessories, on an as-needed basis, for all uniformed employees of the Police Department.
3. Pursuant to Section 2.2 of the Agreement, the term may be extended for additional two (2) year renewal terms based on Contractor's acceptable level of performance, approval funding by the City Commission and upon mutual written consent, evidenced by a written Amendment to this Agreement extending the term thereof.
4. The Police Department recommends that the City renew this Agreement for an additional two (2) year term, commencing on November 1, 2017 and expiring on October 31, 2019, as allowed by the Agreement.

**(C) Kemp Group International Corporation - School Crossing Guard Services**

1. On September 3, 2008 the City Commission approved to enter into an agreement with Kemp Group International Corporation for an initial three (3) year period commencing on November 1, 2008 and ending October 31, 2011.
2. The City utilizes Kemp Group International Corporation to provide school crossing guard services during each school day.
3. Pursuant to Section 4.2 of the Agreement, the term may be extended for additional three (3) year renewal terms subject to satisfactory performance by consultant, and upon the determination by the City that the renewal is the best interest of the City and approved by the City Commission.
4. On November 1, 2011, the City and Kemp Group International Corporation renewed the agreement for an additional three (3) year period which expired on October 31, 2014.

5. On October 16, 2012, the City and Kemp Group International Corporation agreed to amend Original Agreement to add two additional school crossing guards due to the rezoning of Silver Trails Middle School for an increase of \$11,760 in the annual contract price.

6. On October 14, 2014, the City and Kemp Group International Corporation renewed the Agreement for an additional three (3) year term, commencing on November 1, 2014, and expiring on October 31, 2017.

7. The Police Department recommends that the City renew this Agreement for an additional three (3) year term commencing on November 1, 2017, and expiring on October 31, 2020.

**(D) Allied Universal Corp. - Sodium Hydroxide 25% (Caustic Soda)**

1. On October 21, 2015 the City Commission approved to enter into an agreement with Allied Universal Corp. for an initial two (2) year period commencing on November 1, 2015 and ending October 31, 2017.

2. The City of Pembroke Pines Utilities Division uses Sodium Hydroxide 25% by weight (Caustic Soda) for Odor Control. The City's East Scrubber uses Sodium Hydroxide 50% by weight while the City's New Dual Stage Central Scrubber uses Sodium Hydroxide 25% by weight.

3. Pursuant to Section 2.2 of the agreement, the term may be extended for an additional two (2) year renewal term subject to satisfactory performance by consultant, and upon the determination by the City that the renewal is the best interest of the City and approved by the City Commission.

4. On June 15, 2016 the City Commission approved an increase from 36,500 gallons to 55,000 gallons, per year, of Sodium Hydroxide 25% by weight. The total estimated annual cost of sodium hydroxide is \$41,250 (55,000 gallons x \$0.75 per gallon delivered).

5. There is an item on this Agenda which is requesting the City Commission to ratify the City Manager's approval to increase the purchase of Sodium Hydroxide 25% by weight by an additional \$9,230 as the original estimate ran short.

6. The Utilities Division recommends that the City renew this Agreement for an additional two (2) year term commencing on November 1, 2017 and expiring on October 31, 2019.

**(E) Lhoist North America of Alabama, LLC - Quicklime for Water Treatment**

1. On August 24, 2011, the City of Tamarac entered into an agreement as lead agency for the Southeast Florida Governmental Cooperative Purchasing Group (Co-Op) for a three (3) year period with Chemical Lime Company of Alabama, LLC., commencing on November 1, 2011 and ending October 31, 2014.

2. The City of Pembroke Pines Utilities Division uses the chemical, Quicklime (Pebble Lime),

as part of the water treatment process conducted at the Water Treatment Plant.

3. Chemical Lime Company began doing business as Lhoist North America in 2009 and effective December 31, 2011, most of its operating companies officially joined under one name, Lhoist North America.
4. Pursuant to Section 4 of the original agreement, the term may be extended for three (3) additional one (1) year renewal options.
5. The final renewal agreement was executed for a one year period commencing on November 1, 2016 and expiring on October 31, 2017.
6. The City of Tamarac as lead agency for the Southeast Florida Governmental Cooperative Purchasing Group (Co-Op) advertised Bid # 17-22B "Furnish, Deliver and Discharge of Quicklime", and awarded the bid to Lhoist North America of Alabama, LLC as the lowest responsive responsible bidder. A new agreement will go into effect on November 1, 2017 and expire on October 31, 2020, with three (3) additional one (1) year terms.
7. The Utilities Division recommends that the City enter into this new Agreement once the current Co-Op Agreement expires.

#### **Financial Impact**

#### **FINANCIAL IMPACT DETAIL:**

Please see the attached Contract Database Report for the amount of revenues and/or expenditures for each specific agreement.