

**SUPPLEMENT TO GEAC PUBLIC SAFETY AGREEMENT FOR SYSTEMS AND SERVICES  
BY AND BETWEEN GEAC PUBLIC SAFETY AND THE CITY OF COLLEGE STATION, TX**

This supplement, Order # 102-COF04OCT03R4, is to the Geac Public Safety Agreement for Systems and Services, Agreement No. 102-S010406A dated February 21, 2003, as amended between Geac Public Safety (Geac) and the City of College Station, TX (Customer).

**TERMS AND CONDITIONS:**

1. The COF, included as Exhibit 1, together with any software, professional services or software support services which are the subject of this Order, shall be subject to the terms and conditions of the existing Agreement(s) between Geac Public Safety, a division of Geac Enterprise Solutions, Inc. (Geac) and City of College Station, Texas, a Texas Home Rule Municipal Corporation (Customer), dated 2/21/03, the particulars of which are set out below and, except as otherwise provided herein, the terms and conditions of the said Agreement(s) are incorporated herein by reference including definitions.
2. This Order, together with any software, professional services or software support services which are subject of this order, shall be subject to (1) the Agreement for Systems and Services #102-S010406A., dated 2/21/2003 as amended, (2) the Statement of Work (Exhibit 2) and (3) these terms and conditions. Any conflict in the documents shall be resolved in favor of the priority of documents as listed in this No. 2.
3. When Geac receives the signed Customer Order Form (COF), required down payment and Purchase Order for entire amount, the above services will be scheduled and third party software will be ordered. Geac will not deliver any goods or services until the down payment has been received.
4. To the extent that Customer is able to identify nonconforming deliverables, Customer shall use commercially reasonable efforts to notify Geac of any nonconforming deliverables under this COF within thirty (30) days after use in a production environment. **Final Payment** shall be made when deliverables work in accordance with existing documentation and the acceptance criteria as defined within the SOW. Any nonconforming items found and reported after 30 days will be handled under the terms of the current Systems and Services Agreement between the Customer and Geac.
5. Acceptance criteria for the software is in Section 7 and Exhibit D of the Statement of Work.
6. Additional services, which are outside the scope of this COF, may be provided on a separate Customer COF Form/Professional Services Agreement at Geac's then current rate for those services. All Professional Services requests must be in writing and must specify the services requested, prior to providing a Customer Order Form / Professional Services Agreement.
7. New Software Support Fees shall begin upon completion of training for each module of the Geac Software. Support fees for Third Party products shall begin upon installation.
8. No changes or modifications of any kind to this Order shall be accepted after execution unless signed in writing by both parties.
9. Geac warrants that the Software in this COF licensed to Customer will operate substantially in conformance with the Documentation for such Software. Customer will perform acceptance testing per the SOW and notify Geac in writing the sooner of one hundred twenty (120) days after shipment of the Software to Customer or thirty (30) days after use in a production environment. Geac shall have no obligations under this warranty in connection with (i) any use of any version of the Software other than a current, unaltered release of the Software: (ii) the combination,

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operation, or use of the Software with software or hardware other than as specified by Geac; or (iii) the use of the Software on or in connection with a computer system other than the Hardware and Operating System Software meeting minimal specifications from Geac.

10. Customer's sole and exclusive remedy for the foregoing warranty shall be either replacement of the defective materials or, if Geac is unable or unwilling to replace the defective materials, a refund of all money paid to Geac, except for twenty per cent (20%) of Third Party Software and Services, plus incurred travel expenditures. Customer must notify Geac within the warranty period and provide a reasonable opportunity to Geac to cure any alleged breach.

11. The Upgrade to the TLETS TCP/IP will not delay final acceptance of the remainder of the project.

12. Reference Exhibit 3 – Insurance.

**GEAC PUBLIC SAFETY**

BY: Maly Crews  
Printed Name: MALY CREWS  
Title: General Manager  
Date: 7/21/2005

**CITY OF COLLEGE STATION**

BY: \_\_\_\_\_  
Ron Silvia, Mayor  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Connie Hooks, City Secretary  
Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Glenn Brown, City Manager  
Date: \_\_\_\_\_

Ruann Drenth  
City Attorney  
Date: \_\_\_\_\_

\_\_\_\_\_  
Jeff Kersten, Finance & Strategic  
Planning Director  
Date: \_\_\_\_\_

STATE OF FLORIDA )  
 )  
COUNTY OF HILLSBOROUGH )

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 21<sup>st</sup> day of July, 2005 by MOLLY CREWS in his/her capacity as General Manager of Geac Public Safety, a division of Geac Enterprises Solutions, Inc., on behalf of said corporation.

*Personally known to me*



Marilyn M Sutsko  
Notary Public in and for  
the State of Florida

STATE OF TEXAS )  
 )  
COUNTY OF BRAZOS )

ACKNOWLEDGMENT

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_, in the capacity as Mayor of the **City of College Station**, a Texas home-rule municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public in and for  
the State of Texas

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