

EXHIBIT "C"

SIMPLICITY PRO MAINTENANCE & SUPPORT AGREEMENT & DISASTER RECOVERY SERVICES
Between
Synergy ID, LLC & Synergy Recovery Resources, LLC
And
City of Sunrise

This Agreement ("Agreement") is made effective June 1, 2010 ("Effective Date") and shall remain in effect on a yearly renewal basis until revoked (Revocation Date), collectively hereinafter referred to as "Term" by and between Synergy ID, LLC, (hereinafter referred to as "SYNERGY") and Synergy Recovery Resources, LLC (hereinafter referred to as "SYNERGY RECOVERY") c/o Anthony Scott of 2851 Johnston Street, #115, Lafayette, LA 70503 USA and City of Sunrise, a municipal corporation, c/o Risk Management Division, 1601 NW 136 Ave, Bldg-A, Ste#102, Sunrise, Florida 33323 (hereinafter referred to as "MEMBER")

WHEREAS, FLORIDA MUNICIPAL INSURANCE TRUST ("FMIT") has licensed online insurance asset management software, named simpliCity□ ("Covered Software") from SYNERGY in a separate Software Licensing Agreement;

WHEREAS, use of Covered Software by MEMBER is addressed in a separate SOFTWARE USE AGREEMENT located on the login page of the Covered Software.;

WHEREAS MEMBER desires to access the Pro version of the Covered Software ("simpliCity□ Pro") as identified in Exhibit A of this Agreement and receive additional maintenance & support services from SYNERGY pursuant to the terms and conditions of this Agreement;

WHEREAS, FMIT has contracted and approved SYNERGY RECOVERY to provide all of its MEMBERS with project management disaster recovery services to assist them with the most efficient, economical and timely manner in which to recover from a major loss utilizing the SimpliCity PRO disaster recovery and insurance asset tracking software program, and pre-certified contractors and pre-arranged resources. Services shall include, but not be limited to, the damage assessment, demolition services, stabilization of building and contents, emergency services, coordination of recovery sub-contractors, restoration and reconstruction activities;

WHEREAS, the term "Work" used in this Agreement shall mean and include any services or performance by SYNERGY or SYNERGY RECOVERY on behalf of the MEMBER;

NOW, THEREFORE, the parties agree as follows:

I. INCORPORATION OF DOCUMENTS

The following documents are attached hereto and, by this reference, incorporated in this Agreement:

Exhibit A	Covered Software & System Requirements
Exhibit B	Authorized MEMBER Contacts
Exhibit C	Annual Maintenance & Support Fees
Exhibit D	Non-Insurance Covered Work Authorization
Exhibit E	Insurance Requirements for disaster recovery Work
Exhibit F	Indemnification for disaster recovery Work

II. COVERAGE

During the Term of this Agreement, SYNERGY agrees to provide maintenance and support services for the Covered Software operating at MEMBER locations that meet the minimum operating requirements ("System Requirements") listed in Section B of Exhibit A. Unless specifically listed in Exhibit A, Section A, Covered Software does not include hardware vendor operating systems and other system software, MEMBER-developed software, and third-party software (except any third-party software embedded in the Covered Software).

III. DESCRIPTION OF MAINTENANCE SERVICES

A. Support Services. During the Term of this Agreement, SYNERGY will provide the services described herein so as to maintain the Covered Software in good working order, keeping it free from material defects so that the Covered

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Software shall function properly and in accordance with the accepted level of performance as set forth in the license Agreement.

(1) Service Response. SYNERGY will make available to MEMBER a telephone number ("HOTLINE") and an email address ("EMAIL") for MEMBER to request service of the Covered Software. The HOTLINE and EMAIL operate during business hours, 8:00 a.m. to 5:00 p.m. Eastern Standard Time, Monday through Friday, excluding legal holidays. Extended coverage is available for an additional fee as noted in Exhibit C. The HOTLINE and EMAIL can also be used to notify SYNERGY of problems associated with the Covered Software and related documentation, subject to prior approval of MEMBER'S Risk Manager.

B. Remedial Support. Upon receipt by SYNERGY of notice from MEMBER through the HOTLINE or EMAIL of an error, defect, malfunction or nonconformity in the Covered Software, SYNERGY shall respond as provided below:

Severity 1: Produces an emergency situation in which the Covered Software is inoperable, produces incorrect results, or fails catastrophically.

RESPONSE: SYNERGY will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 1 problem as soon as reasonably possible, but in any event a response via telephone will be provided within one (1) hour. SYNERGY will continue to provide best efforts to resolve Severity 1 problems in less than twenty-four (24) hours. The resolution will be delivered to MEMBER as a work-around or as an emergency software fix. If SYNERGY delivers an acceptable work-around, the severity classification will drop to a Severity 2.

Severity 2: Produces a detrimental situation in which performance (throughput or response) of the Covered Software degrades substantially under reasonable loads, such that there is a severe impact on use; the Covered Software is usable, but materially incomplete; one or more mainline functions or commands are inoperable; or the use is otherwise significantly impacted.

RESPONSE: SYNERGY will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 2 problem as soon as reasonable possible, but in any event a response via telephone will be provided within four (4) hours. SYNERGY will exercise best efforts to resolve Severity 2 problems within three (3) days. The resolution will be delivered to MEMBER in the same format as Severity 1 problems. If SYNERGY delivers an acceptable work-around for a Severity 2 problem, the severity classification will drop to a Severity 3.

Severity 3: Produces an inconvenient situation in which the Covered Software is usable, but does not provide a function in the most convenient or expeditious manner, and the user suffers little or no significant impact.

RESPONSE: SYNERGY will exercise best efforts to resolve Severity 3 problems in the next maintenance release.

Severity 4: Produces a noticeable situation in which the use is affected in some way which is reasonably correctable by a documentation change or by a future, regular release from SYNERGY.

RESPONSE: SYNERGY will provide, as agreed by the parties, a fix or fixes for Severity 4 problems in future maintenance releases.

C. Maintenance Services. During the Term of this Agreement, SYNERGY will maintain the Covered Software by providing software updates and enhancements to MEMBER as the same are offered under maintenance generally ("Updates"). All software updates and enhancements provided to MEMBER by SYNERGY pursuant to the terms of this Agreement shall be subject to the terms and conditions of the License Agreement between SYNERGY and FMIT. Updates will be provided on an as-available basis and include the items listed below:

(1) Bug fixes;

(2) Enhancements to software provided by SYNERGY to keep current with changes in process, data and/or services or as SYNERGY makes enhancements;

(3) Performance enhancements to Covered Software.

(4) Updates do not include:

(a) New functions such as (i) new functionality that is considered extra functionality not included in basic licensing of Covered Software; (ii) new applications.

Updates will be provided in the online application and updates to related user documentation will be provided via email and the Covered Software application "Help" area.

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SYNERGY assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Covered Software if the MEMBER is not able to access the Covered Software in compliance with the Minimum System Requirements. SYNERGY assumes no responsibility for the operation or performance of any MEMBER-written or third-party application.

D. Services Not Included. Maintenance Services do not include any of the following: (1) custom programming services; (2) on-site support, including installation of hardware or software; (3) support of any software not Covered Software; (4) instructor-led training; (5) integration of Covered Software to MEMBER-developed and/or third-party software; (6) out-of-pocket and reasonable expenses, including hardware and related supplies; or (7) any other activity set forth in Articles IV through VI of this Agreement.

IV. REMOTE SUPPORT & TRAINING

As part of this Agreement and at no additional cost to MEMBER, SYNERGY shall provide the following:

A. Remote Support: SYNERGY will provide support personnel on a best efforts basis to answer questions regarding Covered Software with Authorized MEMBER via telephone, email and/or Internet conference. Remote Support is limited to 2-hours per month per MEMBER. 2-hour support allocation does not accrue to subsequent months if not used during current month. When MEMBER exceeds the 2-hours per month support allocation, SYNERGY will notify MEMBER and receive a work order from MEMBER in order to authorize additional Per-Incident Support. Additional support will be billed to the MEMBER according to Section C, Per-Incident Support located in Section C of Exhibit C subject to the prior approval by the MEMBER'S Risk Manager. **SYNERGY does not have the authority to answer MEMBER questions that deal with the application or interpretation of MEMBER insurance policy and SYNERGY responses to MEMBER questions do not bind coverage with FMIT. Any and all questions regarding FMIT policy coverage will be directed to the Florida League of Cities, Public Risk Services division.**

B. Basic Training: SYNERGY will provide training regarding Covered Software to MEMBER free of charge using the following methods:

- (a) Pre-Recorded Online Training – SYNERGY will make available pre-recorded online training of Covered Software whereby MEMBER can access via a Web site free of charge.
- (b) Periodic Group Training- SYNERGY will offer group training sections at regular intervals throughout the year in order to provide training on use of the Covered Software. MEMBER will need to enroll via the online enrollment form provided by SYNERGY or by contacting SYNERGY via telephone to reserve a spot in the training.
- (c) Online Documentation – SYNERGY will provide electronic documents in Portable Document Format ("pdf") or similar format that allows MEMBER to download and access in order to learn how to use Covered Software.

V. ON-SITE SUPPORT & TRAINING (TIME AND MATERIALS SERVICES)

As requested by MEMBER and upon reasonable notice and approval by SYNERGY, SYNERGY shall either 1) send personnel to the MEMBER location in order to perform on-site support and/or training or 2) have SYNERGY support personnel engage MEMBER via Internet Conference whereby support personnel can support and/or train MEMBER. All requests will be documented by a work order from MEMBER to SYNERGY and response by SYNERGY will be on a best efforts basis. The minimum call duration for on-site support and/or training is two (2) hours. MEMBER will be billed in accordance to Section C, Per-Incident Support located in Section C of Exhibit C subject to prior approval by MEMBER'S Risk Manager.

A. For Non-SYNERGY Problems. In the event that MEMBER notifies SYNERGY of a problem experienced by MEMBER in connection with the operation of the Covered Software, SYNERGY shall respond as provided in Section III.B., above. If the cause of such problem is not an error, defect or nonconformity in the Covered Software, MEMBER shall compensate SYNERGY in accordance with Exhibit C for all work performed by SYNERGY in connection therewith subject to prior approval by MEMBER'S Risk Manager.

B. For Non-SYNERGY Software. Upon request and reasonable notice from MEMBER, SYNERGY will provide assistance in the installation of non-SYNERGY software in accordance with Exhibit C for all work performed by SYNERGY in connection therewith subject to prior approval by MEMBER'S Risk Manager. Non-SYNERGY software consists of any software not specifically listed in Exhibit A, Section II, including the following:

- 1. New releases & updates to hardware vendor operating systems & other system software not listed in Exhibit A;
- 2. MEMBER-developed software; and

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3. Third-party software (except third-party software embedded in the Covered Software).

VI. ACCESS

Software Maintenance is conditioned upon provision by MEMBER to SYNERGY of reasonable appropriate access to the system(s) running the Covered Software, including, but not limited to, passwords, system data, file transfer capabilities and remote log-in-capabilities. SYNERGY will maintain security of the system and use such access only for the purposes of this Agreement and will comply with MEMBER's standard security procedures. Information accessed by SYNERGY agents or employees as a result of accessing MEMBER's system shall be deemed confidential information pursuant to the terms of the Software License Agreement executed between FMIT and SYNERGY, unless information is considered public information.

MEMBER shall also use commercially reasonable efforts to provide an active voice telephone line and Internet connection capable of speeds 512 kbps or greater at each site which is available continuously when required for support access.

VII. PROBLEM REPORTING AND TRACKING PROCEDURES

MEMBER may use the services described herein only by making reference to the authorized support Agreement number, which will be assigned to MEMBER in writing upon execution of this Agreement. All such reports and requests will be made through the authorized individuals designated by MEMBER in Exhibit B, who may be changed by MEMBER from time to time by written notice to SYNERGY.

VII. FEES

A. Maintenance Fees. Fees for Maintenance Services provided under this Agreement are contained in Exhibit C.

IX. PAYMENT

A. Maintenance fees will be invoiced annually, thirty (30) days in advance of the renewal date of the agreement. Payment of subsequent renewal terms are subject to prior approval by the MEMBER'S Risk Manager and execution of amendments to this Agreement, if any, for each renewal term.

B. The total amount to be paid by the MEMBER under this Agreement for Insurance covered Work to SYNERGY RECOVERY shall be paid on behalf of the MEMBER through FMIT. The cost of the Work as allowed this Agreement shall, subject to negotiations between SYNERGY RECOVERY and the MEMBER, not to exceed ten percent (10%) overhead and ten percent (10%) profit, and which percentages may also be further incrementally reduced by FMIT based on the dollar amount of damage covered by FMIT and the dollar amount of damage for Work being performed on behalf of the MEMBER for Non-insurance covered Work. Costs include but are not limited to all labor, material, equipment, small tools, consumables, round trip transportation, waste removal costs, subcontractors, supervision, management, travel, per diem, professional services, insurance and bond costs, if applicable. In-house equipment will be charged at 100% blue book pricing plus markup. In-house equipment will be utilized when available however, the SYNERGY RECOVERY is under no obligation to keep any in house equipment in reserve for service under this Agreement. Outside rental equipment will be used when in-house equipment is not available to perform the work under this contact and billed at third party invoice rate plus markup. SYNERGY RECOVERY shall submit to the MEMBER and FMIT monthly application for payment for Work performed during the previous month. The MEMBER and FMIT shall review the application for payment within five (5) business days of receipt. The MEMBER agrees to assign payment directly from FMIT to SYNERGY RECOVERY, or to SYNERGY RECOVERY's or MEMBER's sub-contractor when appropriate, under this Agreement.

B. The total amount to be paid by the MEMBER under this Agreement for Non-insurance covered Work, services, materials, including, if applicable, "out-of-pocket" expenses shall not exceed the amount specified in the specific Task Authorization (See Exhibit - D). SYNERGY RECOVERY shall submit an original invoice to the MEMBER at the amounts set forth in the Specific Task Authorization for services rendered toward the completion of the scope of Work for each specific Task Authorization. Invoices received from SYNERGY RECOVERY shall be paid within thirty (30) days following the MEMBER's Capital Project's Division Representative's approval that the Work has been completed to the satisfaction of the MEMBER. The MEMBER's Capital Project's Division Representative shall be Alan Gavazzi, Assistance Community Development Director (or designee), whose phone number is 954-572-2487. SYNERGY RECOVERY shall submit their original invoice, in duplicate, for the non-insured covered portion of the work to the MEMBER's Risk Manager (or designee) at:

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Bill Mason, Risk Manager
City of Sunrise, Risk Management Division
1601 NW 136 Ave, Bldg-A, Ste#102
Sunrise, FL 33351
(954) 572-2496

X. SUPPORT AGREEMENT NUMBER

For purposes of problem notification, it is necessary for MEMBER to utilize the Agreement Number assigned to the MEMBER in writing by SYNERGY upon execution of this Agreement.

XI. EXCLUSION OF LIABILITY

SYNERGY MAKES AND MEMBER RECEIVES NO WARRANTY EXPRESS OR IMPLIED AND THERE IS EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MEMBER ACKNOWLEDGES AND AGREES THAT THE MAINTENANCE FEES AND OTHER CHARGES WHICH SYNERGY IS CHARGING UNDER THIS AGREEMENT DO NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY SYNERGY OF THE RISK OF MEMBER'S CONSEQUENTIAL OR INCIDENTAL DAMAGES OR OF UNLIMITED DIRECT DAMAGES. ACCORDINGLY, SYNERGY SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN THE CASE OF NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL SYNERGY BE LIABLE HEREUNDER TO MEMBER FOR CUMULATIVE DIRECT DAMAGES IN ANY AMOUNT GREATER THAN THAT PAID BY MEMBER TO SYNERGY UNDER THIS AGREEMENT AS A MAINTENANCE FEE FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF THE CAUSE OF ACTION.

XII. TAXES

To the extent required by law, the MEMBER shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, national, state, or otherwise, however designated which are levied or imposed by reason of transactions contemplated by this Agreement, except those which arise as a result of income, including withholding taxes or similar deductions. Without limiting the foregoing, MEMBER shall promptly pay to SYNERGY an amount equal to any such items actually paid, or required to be collected or paid by SYNERGY. MEMBER is tax exempt, and MEMBER'S Tax Identification No. is 59-0944587.

XIII. GENERAL

A. Each party acknowledges that it is bound by the terms of this Agreement and further agrees that it is the complete and exclusive statement of the Agreement between the parties, which supersedes and merges all prior proposals, understandings and all other Agreement with respect to software maintenance, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by a written instrument duly executed by both parties.

B. This Agreement shall be governed by the laws of the State of Florida. Should the Parties be involved in legal action arising under, or connected to, this Agreement, each party will be responsible for their own attorney's fees and costs. The venue for any litigation will be Broward County, Florida. Both parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

C. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

D. Neither party may assign, without the prior written consent of the other, its rights, duties or obligations under this Agreement to any other person or entity, in whole or in part.

E. The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

F. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns. Neither party may assign this Agreement and/or any of its rights and/or obligations hereunder without the prior written consent of the other party and any such attempted assignment shall be void, except that either party may assign this Agreement and/or any of its rights and/or obligations hereunder, upon written notice to the other party to another entity in the event of that party's merger or consolidation with another entity, without the consent of the other party, provided that the assignee is capable of fulfilling and intends to fulfill the obligations of the assigning party under this Agreement. Each party may terminate this Agreement in case there is a change of

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control of the other party, but shall not be entitled to any refund whatsoever and all amounts owing shall be immediately paid.

XIV. TERM AND TERMINATION

The Term of the Software Maintenance service and disaster recovery project management services shall commence upon the Effective Date of this Agreement and shall remain in effect until the Revocation Date and, thereafter, for renewal terms on a year-to-year basis subject to the prior approval by the MEMBER'S Risk Manager and the execution of an amendment to this Agreement unless terminated as follows: (i) by MEMBER in the event the Covered Software is taken out of service and upon sixty (60) days' notice to SYNERGY; (ii) with a Revocation Date by either party upon sixty (60) days' notice prior to the expiration of the original first one-year (1-year) period or any subsequent renewal term; (iii) by either party upon a default of the other party, such default remaining uncured for thirty (30) days from the date of written notice from the non-defaulting party to the other specifying such default; (iv) upon the bankruptcy or insolvency of SYNERGY; or (v) the License Agreement between SYNERGY and FMIT is terminated. Fees paid to SYNERGY by MEMBER are non-refundable if default or termination occurs mid-term by MEMBER, otherwise, fees paid shall be pro-rated for the unused portion of the Term or renewal terms if default or termination occurs mid-term by SYNERGY. Should termination occur, neither SYNERGY nor MEMBER shall have any further obligations hereunder, except SYNERGY agrees to allow MEMBER to export the data and information of this MEMBER at no additional cost as set forth in the Software Use Agreement. The export of this data and information shall be in the electronic Microsoft Excel format provided to the MEMBER'S Risk Manager within sixty (60) days of termination or default of this Agreement.

XV. SUBCONTRACTING

SYNERGY is not permitted to assign or subcontract its' duties under this Agreement without the MEMBER'S prior written consent. The MEMBER reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The MEMBER'S Risk Manager has the right to approve other subcontracts. If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor or complete the Project in a timely fashion, SYNERGY shall promptly do so, subject to acceptance of the new subcontractor by the MEMBER.

XVI. INDEPENDENT CONTRACTOR

SYNERGY agrees it is an independent contractor under this Agreement. Personal services provided by SYNERGY shall be by employees of SYNERGY and subject to supervision by SYNERGY, and are not officers, employees, or agents of the MEMBER. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of SYNERGY.

XVII. PUBLIC ENTITY CRIMES

As provided in Sections 287.132 and 287.133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, SYNERGY certifies that it, its affiliates, suppliers, subcontractors and Contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

XVIII. ADDITIONAL FEES

In the event the MEMBER requests and approves additional services outside the Projects proposed in this agreement, the SYNERGY hourly fees shown in Exhibit-A shall apply, unless a flat fee is negotiated and approved by the MEMBER'S Risk Manager. Such additional fees shall be negotiated by the MEMBER'S Risk manager and depending on the total amount are subject to either the approval of the Purchasing Director, City Manager or the City Commission.

IXX. NOTICES

Any notices, requests and other communications pursuant to this Agreement will be in writing and will be deemed to have been duly given, if delivered in person or by courier, telegraphed, or by facsimile transmission (provided that the sender received electronic confirmation of receipt by recipient) or sent by express, registered or certified mail, postage prepaid, addressed as follows:

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Notices:

If to MEMBER: City of Sunrise, Risk Management Division
1601 NW 136 Ave, Bldg-A, Ste #102
Sunrise, FL 33323
Attention: Bill Mason, Risk Manager
(Fax: 954-572-2382)

If to SYNERGY: Synergy ID, LLC / Synergy Recovery Resources, LLC
2851 Johnston Street, Ste#115
Lafayette, LA 70503
Attention: Tony Scott, Managing Director / Secretary
(Fax: 866-842-2674)

XX. INSURANCE COVERED WORK

A. SYNERGY RECOVERY is an approved disaster recovery project contractor for the FMIT. SYNERGY RECOVERY shall provide Work to identify the most efficient, economical, and timely manner in which to recover any covered losses. SYNERGY RECOVERY's services, contract terms, and processes have been reviewed and approved by FMIT, all rates and contracts values shall be approved by FMIT and/or the MEMBER prior to any Work being performed. SYNERGY RECOVERY shall furnish damage assessment and management of demolition services for the disaster recovery Work at the above referenced site. SYNERGY RECOVERY shall exercise its best efforts to perform the Work in an expeditious manner consistent with this Agreement. SYNERGY RECOVERY shall provide all labor, materials, equipment, tools, consumables and services necessary to complete the Work in this Article's Section XX below as well in Article XXI below.

B. SYNERGY RECOVERY will be responsible for supervision and coordination of the Work, including the construction means, methods, techniques, sequences and procedures utilized. SYNERGY RECOVERY will be responsible to manage the entire claim process for the MEMBER, examining alternative solutions to minimize the impact on the MEMBER's business venture. SYNERGY RECOVERY shall have responsibility for safety precautions and programs in during the performance of the Work performed by SYNERGY RECOVERY, except SYNERGY RECOVERY's subcontractors shall also be responsible for the safety of persons or property in the performance of their work, and for compliance with the provisions of applicable laws and regulations. SYNERGY RECOVERY shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect its employees and other persons at a worksite. In the event the MEMBER elects to perform work at a worksite directly or by others retained by MEMBER, SYNERGY RECOVERY and the MEMBER shall coordinate the activities of all forces at a worksite and agree upon fair and reasonable schedules and operational procedures for worksite activities. MEMBER shall require each separate contractor to cooperate with SYNERGY RECOVERY and assist with the coordination of activities and the review of construction schedules and operations.

D. SYNERGY RECOVERY shall purchase and/or maintain insurance coverage at limits of liability as set forth in Exhibit E. Such insurance shall protect SYNERGY RECOVERY and the MEMBER from claims arising out of any disaster recovery Work under this Agreement, whether the Work is performed by SYNERGY RECOVERY, or any of its consultants, or subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

E. SYNERGY RECOVERY agrees to the Indemnification Requirements set forth in Exhibit F for disaster recovery Work applicable to this Article XX as well as work performed under Article XXI. The provisions of this paragraph shall also apply to the termination of the Agreement and shall survive such termination.

F. SYNERGY RECOVERY shall be required to provide the MEMBER with a Performance and Payment Bond. The penal sum of the Payment Bond shall equal the penal sum of the Performance Bond amounts including any increases for said Bond. The Bond amount shall be mutually agreed upon by both parties based on the magnitude and scope of the ongoing dollar amount of Work authorized herein for Insurance-covered Work and Non-insurance covered Work.

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G. The MEMBER shall provide SYNERGY RECOVERY with evidence of insurance coverage for the property referenced above. Worksite information provided to SYNERGY RECOVERY by the MEMBER, in which SYNERGY RECOVERY shall be entitled to rely upon for its accuracy and completeness are as follows: All as-built drawings, hazardous material surveys, utility information and structural or equipment information.

H. If SYNERGY RECOVERY fails to provide sufficient labor, materials, or equipment to prosecute the Work or is otherwise guilty of a material breach for disaster recovery services under of this Agreement, the MEMBER shall give SYNERGY RECOVERY seven (7) days written notice to cure default to SYNERGY RECOVERY's address identified in Article IX of this Agreement. If, after seven (7) days the default has not been cured or SYNERGY RECOVERY has not commenced and continues to cure such default, the MEMBER may terminate this Agreement for disaster recovery services, and shall give seven (7) days written Notice of Termination to SYNERGY RECOVERY's address herein. If MEMBER fails to make payment to SYNERGY RECOVERY In accordance with this Agreement, SYNERGY RECOVERY shall give the MEMBER a seven (7) days written Notice of Payment Default to the MEMBER's address herein, if MEMBER fails to make payment within this seven (7) days period, SYNERGY RECOVERY may terminate this Agreement for the recovery disaster services by providing seven (7) days written Notice of Termination, and SYNERGY RECOVERY shall have no further obligation under ARTICLE XX and ARTICLE XXI in this Agreement.

I. MEMBER and SYNERGY RECOVERY agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement. The MEMBER agrees to waive damages including but not limited to the MEMBER's loss of use of the project, any rental expenses incurred, loss of Income, profit or financing, principal office overhead and expenses, loss of profits not related to this project or loss of reputation. SYNERGY RECOVERY agrees to waive damages including but not limited to loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this project, loss of bonding capacity or loss of reputation. This Paragraph shall not be construed to preclude contractual provisions for liquidated damages, if applicable, when such provisions relate to the disaster recovery services only. The Provisions of the Paragraph shall also apply to the termination of the Agreement and shall survive such termination.

J. The scope of Work will be in two phases. The first phase will be to implement emergency services and stabilization for structure and contents of building. The second phase will be authorized for long-term recovery for restoration and reconstruction of the MEMBER's property for Insurance-covered Work or Non-Insurance covered Work.

Phase I includes, but is not limited to:

1. Water Extraction
2. Board-up Services
3. Roof Dry In
4. Dry and Dehumidify
5. Asset Recovery
6. Document Recovery
7. Temporary Relocation
8. Structural Stabilization
9. Investigation and Discovery of Building Systems (IE, electrical, phones, elevator)
10. Assessment for Phase II

The MEMBER reserves the right, at its sole discretion, to authorize additional Work, which may be determined for Phase I and or Phase II. After a rapid damage assessment with the assistance of SYNERGY RECOVERY, the MEMBER shall provide SYNERGY RECOVERY with its property schedule detailing degrees of damage to each facility as well as the order of priority for Phase I and Phase II Work for that facility. The authorized MEMBER's representative(s) will execute the appropriate authorizations, amendments or changes to this Agreement. SYNERGY RECOVERY will work with the MEMBER to comply with the MEMBER's and FEMA's procurement processes. MEMBER may also add, change or alter this property schedule as deemed necessary in MEMBER's sole discretion, and shall provide reasonable notification to SYNERGY RECOVERY of the same.

K. The MEMBER's construction contact shall be, unless otherwise designated by MEMBER:

Alan Gavazzi , Assistant Community Development Director
Capital Projects Division
1601 NW 136 Ave, Bldg -A

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Sunrise, FL 33323
(954) 572-2487

XXI. NON-INSURANCE COVERED WORK

A. The MEMBER has certain Work necessary to allow the MEMBER to resume normal operations and which is in excess of or outside the scope of covered insurance (IE excluded coverage, exhausted policy limits, non-insurable risks, flat deductibles, percentage named storm wind deductibles, maintenance related or betterments and improvements). In order for the MEMBER to preserve and apply the best use of resources and to meet the MEMBER's immediate needs of providing for continuity of services, ongoing health, safety, and welfare obligations to the community, the MEMBER wishes to use SYNERGY RECOVERY to perform certain work under Ordinance 452, Section 5-173 Procurement of Commodities or contractual services, and/or under an Emergency Ordinance declared and approved by the MEMBER's Commission, in coordination with the current Insurance covered Work SYNERGY RECOVERY is performing for the MEMBER through the FMIT insurance plan.

B. SYNERGY RECOVERY's responsibility under this Agreement's section is for the non-insured covered portion of the work SYNERGY RECOVERY's sub-contractor(s) are currently performing for the MEMBER through or outside the FMIT insurance plan. The parties agree that specific scope of services for Non-insurance covered Work will be presented to the MEMBER in a proposal containing a description of SYNERGY RECOVERY's subcontractor's obligations and responsibilities and is deemed to include preliminary consideration and prerequisites, and all labor, materials, equipment and tasks which are inseparable part of the work described that exclusion would render performance by SYNERGY RECOVERY's subcontractor impractical, illogical, or unconscionable. No work shall begin nor any costs be incurred for any non-insurance covered part of the Work without an approved Task Authorization, or authorization by the MEMBER's Risk Manager.

C. A Task Authorization is a description of a specific task that has been approved by the authorized MEMBER representatives and accepted by the SYNERGY RECOVERY with functional detail and limits on expense and date of completion for that specific task. A sample Task Authorization is shown in Exhibit D, which is made part of the Agreement by this reference. The Task Authorization must be signed by all parties to be valid. SYNERGY RECOVERY acknowledges and agrees that the MEMBER's representatives have no authority to make changes that would increase, decrease or otherwise modify the Task Authorization. Any change to a Task Authorization must be accomplished by a written amendment or revision to the original Task Authorization and executed by all parties.

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EXHIBIT "C"

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first written above by its duly authorized representative.

City of Sunrise (MEMBER)

By: _____

Name: Bill Mason

Title: Risk Manager

Date: _____

Synergy ID, LLC (SYNERGY) & Synergy Recovery Resources, LLC (SYNERGY RECOVERY)

By: _____

Name: Anthony Scott

Title: Managing Director / Secretary

Date: _____

EXHIBIT "C"

EXHIBIT - A

COVERED SOFTWARE & SYSTEM REQUIREMENTS

A. Covered Software.

This Agreement covers the following software:

Pro version of simpliCity[®] municipal management software, including the following features:

- Claims Manager
- Project Manager
- Solicitations Manager
- Qualified Vendor Manager
- Schedule of Values Manager, including SOV Locations & SOV Assets
- Additional Asset Details, including: Enhanced Asset Details, Asset Photos, Appraisal & Gap Info, Contents
- QnA Forum
- Standard & Custom Reporting

B. Minimum System Requirements.

MEMBER agrees that they will only access Covered Software using hardware and software that meet the minimum requirements listed below:

- Hardware:
 - o PC or Laptop
 - PC with 233 MHz minimum required (single or dual processor system);
 - Intel Pentium/Celeron family, or AMD K6/Athlon/Duron family, or compatible processor
 - 128 megabytes (MB) of RAM or higher
 - 1.0 gigabytes (GB) of available hard disk space or greater
 - Super VGA (800 x 600) or higher-resolution video adapter and monitor
 - Keyboard and Microsoft Mouse or compatible pointing device
 - o Mobile*
 - Windows Smart Phone OR
 - Apple iPhone OR
 - Google Droid-Compatible Smart Phone
- Software:
 - o PC or Laptop
 - Windows XP or higher
 - Internet Explorer 6 & above OR
 - Firefox 3.x & above OR
 - Google Chrome 3.x & above
 - o Mobile*
 - Apple iPod/iPhone Software
 - Windows Mobile 6.0 or greater
 - IE Explorer Mobile or
 - Opera Mobile
- Internet Connectivity
 - o Minimum speed of 256 kbps
 - o Ability to access secure (HTTPS) connections

* Covered Software was developed to function primarily on a computer with a screen resolution of 800 x 600 or better. Covered Software allows limited access to data from Mobile devices with much smaller screen resolutions. Full functionality cannot be guaranteed when accessing Covered Software through Mobile devices. SYNERGY will not provide support for MEMBER trying to access Covered Software through Mobile Devices.

EXHIBIT "C"

EXHIBIT - B

AUTHORIZED MEMBER CONTACTS

For purposes of this Agreement, the following individuals shall be designated as the authorized MEMBER contacts:

Name	Title	Phone #	Email
Bill Mason	Risk Manager	(954) 572-2496	bmason@cityofsunrise.org
Denise Richburg	Safety Analyst	(954) 572-2498	drichburg@cityofsunrise.org
Alan Gavazzi	Assistant Director	(954) 572-2487	agavazzi@cityofsunrise.org

EXHIBIT "C"

EXHIBIT - C

SERVICES AND FEES

A. Annual Maintenance & Basic Support Fees

Maintenance & Basic Support Fees (described below) for the Covered Software listed in Exhibit A will be provided for a fee based upon the insurance premium paid by the MEMBER to FMIT for Property Insurance according to the following:

- Tier A – Annual Property Premiums of \$50,000+; Maintenance & Support Fee: \$2,000 per year
- Tier B – Annual Property Premiums of \$10,000 - \$50,000; Maintenance & Support Fee: \$1,000 per year
- Tier C – Annual Property Premiums of \$500 - \$10,000; Maintenance & Support Fee: \$500 per year
- Tier D – Annual Property Premiums of less than \$500; Maintenance & Support Fee: \$250 per year

This fee will be adjusted at each anniversary date of this Agreement to reflect the then current Annual Property Premium, not including premium discounts offered by FMIT. SYNERGY agrees that the above rates will not be increased during the first year of this Agreement and will not increase by more than 15% in any subsequent year, unless approved by FMIT Board of Trustees.

B. On-Site Support

This option provides SYNERGY staff on-site at MEMBER's location in order to address support and training of Covered Software and/or additional MEMBER requirements. Fees are charged on an hourly basis according to the following:

- 1 to 7 hours: \$150/hour
- Daily: \$1,200/day (8-10 hours)
- Weekly: \$5,000/week (Up to 10 hours/per day for 5 days)

Expenses related to the performance of the services described herein are in addition to the above fees.

C. Per-Incident Support (Off-Site)

The labor rate for email, telephone and Internet support during regular business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern Standard Time in excess of the 2-hours per month allocated to the MEMBER through this Agreement is \$30.00 per incident with a maximum of 15-minutes per incident. Additional time is billed at the same rate and in the same increments. SYNERGY is not able to advise Member on issues that affect the binding of coverage and questions of this nature will be directed to Florida League of Cities, Public Risk Services.

SYNERGY agrees that the above rates will not be increased during the first year of this Agreement and will not increase by more than 15% in any subsequent year, unless approved by FMIT Board of Trustees.

D. Additional User License Fees

FMIT has licensed the Covered Software for annual use by MEMBER in order to assist MEMBER and eliminate initial MEMBER licensing fees. MEMBER shall receive User licenses for access to the Covered Software in the following distribution:

- Tier A – Annual Property Premiums of \$50,000+; 3 User Licenses to Covered Software
- Tier B – Annual Property Premiums of \$10,000 - \$50,000; 2 User Licenses to Covered Software
- Tier C – Annual Property Premiums of \$500 - \$10,000; 1 User License to Covered Software
- Tier D – Annual Property Premiums of less than \$500; 1 User License to Covered Software

Should additional user licenses be required, MEMBER agrees to pay Synergy according to the following:

- Additional One-User License: \$199/year
- Additional Three-User License: \$499/year
- Additional Five-User License: \$749/year
- Additional User after 5-user License: \$149 per User

SYNERGY agrees that the above rates will not be increased during the first year of this Agreement and will not increase by more than 15% in any subsequent year, unless approved by FMIT Board of Trustees.

EXHIBIT "C"

EXHIBIT - D

NON-INSURANCE COVERED WORK

TASK AUTHORIZATION NO. _____

This Task Authorization is between the City of Sunrise (MEMBER) and Synergy Recovery Resources, LLC. (SYNERGY RECOVERY) as required pursuant to Section XX. Non-Insurance Covered Work in the Agreement.

This Task Authorization provides for Non-insurance covered Work for the following _____ scope of work located at _____ as further detailed in SYNERGY RECOVERY's sub-contractor's proposal dated _____, which is attached and incorporated by reference.

Payment(s) for such service shall be in Accordance with Section IX. Payment of the Agreement. Total costs for this Task Authorization shall not exceed _____ dollars (\$ _____), unless authorized in writing by the MEMBER as an amendment to this Task Authorization No. _____.

Time is of the essence and work will be completed as soon as possible. SYNERGY RECOVERY's sub-contractor shall complete all Work hereunder no later than _____ (#) calendar weeks of signatures dates by all parties.

A facsimile signature may be accepted as an original and signatures may be accepted in counter-part originals.

CITY OF SUNRISE (MEMBER)
Scope of Non-Insurance Covered Work Approval
Authorized Name: Bill Mason, Risk Manager

CITY OF SUNRISE (MEMBER)
Task Authorization Approval
Authorized Name: Glenn R. Cummings, Purchasing Director

Signature

Signature

Date: _____

Date: _____

SYNERGY RECOVERY RESOURCES, LLC. (SYNERGY RECOVERY)
Acceptance to perform Non-insurance covered Work
Authorized Name(s): Anthony Scott, Secretary, or Mike Matheny, President

Signature

Date: _____

EXHIBIT "C"

EXHIBIT – E

INSURANCE REQUIREMENTS FOR DISASTER RECOVERY WORK UNDER ARTICLE XX AND ARTICLE XXI OF THIS AGREEMENT

1.1 SYNERGY RECOVERY agrees, at its sole expense, to maintain on a primary basis during the life of this Agreement, or the performance of work hereunder, insurance coverages, limits, and endorsements as required herein.

1.2 SYNERGY RECOVERY agrees the insurance requirements herein as well as MEMBER's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by SYNERGY RECOVERY under this Agreement.

1.3 Commercial General Liability. SYNERGY RECOVERY agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence **\$2,000,000** Annual Aggregate. Contractor agrees it's coverage will not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. SYNERGY RECOVERY agrees any Self-Insured-Retention or deductible shall not exceed \$25,000 unless MEMBER is notified on the certificate of insurance.

1.4 Business Automobile Liability. SYNERGY RECOVERY agrees to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event SYNERGY RECOVERY does not own automobiles, SYNERGY RECOVERY agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

1.5 Worker's Compensation & Employer's Liability. SYNERGY RECOVERY agrees to maintain its own Worker's Compensation & Employers Liability Insurance. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).

1.6 Commercial Umbrella/Excess Liability. SYNERGY RECOVERY agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than **\$2,000,000** Each Occurrence **\$2,000,000** Aggregate. SYNERGY RECOVERY agrees to endorse the MEMBER as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis, or the MEMBER is automatically defined as an Additional Protected Person. SYNERGY RECOVERY agrees any Self-Insured-Retention or deductible shall not exceed \$25,000.

1.7 Builder's Risk and/or Inland Marine Installation Floater Insurance. SYNERGY RECOVERY, prior to notice to proceed or commencement of Work, whichever occurs first, may be required at the

EXHIBIT “C”

request of the MEMBER to maintain an Builder’s Risk insurance coverage form or an Inland Marine Installation Floater providing coverage to protect the interests of the MEMBER, SYNERGY RECOVERY, sub-contractors, including property acquired under a sales tax incentive program, property in transit,

EXHIBIT – E (Continued)

INSURANCE REQUIREMENTS FOR DISASTER RECOVERY WORK UNDER ARTICLE XX AND ARTICLE XXI OF THIS AGREEMENT

and property on or off-premises, which shall become part of the Work. When requested, the coverage amount shall be set by the MEMBER based on the level and scope of damage and SYNERGY RECOVERY agrees to add the MEMBER as an Additional Insured, or alternatively as a Loss Payee.

1.8 Additional Insured Endorsements. The Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors or the CG2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, including the additional endorsement of GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the contractor’s “your work” as defined in the policy and liability arising out of the products-completed operations hazard

1.8.1 Additionally, SYNERGY RECOVERY agrees to endorse the MEMBER as an Additional Insured under the Commercial Umbrella/Excess Liability, and Builder’s Risk Insurance / Inland Marine Installation Floater, when a required coverage. The name of the MEMBER endorsed as Additional Insured or Loss Payee for all endorsements shall read “City of Sunrise”.

1.9 Waiver of Subrogation. SYNERGY RECOVERY agrees by entering into this written Agreement to a Waiver of Subrogation in favor of the MEMBER, SYNERGY RECOVERY, sub-contractor, architects, or engineers for each required policy providing coverage during the life of this Agreement. When required by the insurer, or should a policy condition not permit SYNERGY RECOVERY to enter into an pre-loss agreement to waive subrogation without an endorsement, SYNERGY RECOVERY agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement, or voids coverage should SYNERGY RECOVERY enter into such an agreement on a pre-loss basis.

1.10 Certificate of Insurance. SYNERGY RECOVERY agrees to provide MEMBER with Certificate(s) of Insurance that clearly evidences SYNERGY RECOVERY maintains the minimum coverages, limits, and endorsements set forth herein. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate(s) of Insurance. In the

EXHIBIT "C"

event the MEMBER is notified that a required insurance coverage will cancel or expire during the period of this Agreement, SYNERGY RECOVERY agrees to furnish MEMBER prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by MEMBER, the Contractor agrees not continue disaster recovery work pursuant to this Agreement, unless all

EXHIBIT – E (Continued)

INSURANCE REQUIREMENTS FOR DISASTER RECOVERY WORK UNDER ARTICLE XX AND ARTICLE XXI OF THIS AGREEMENT

required insurance remains in effect. SYNERGY RECOVERY agrees the MEMBER reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to the MEMBER. The Certificate Holder(s) are as follows:

Original to:

City of Sunrise
Purchasing Department
Attn: Purchasing Director
1601NW 136 Ave, Bldg-A, Ste#101
Sunrise, FL 33323

Copy to:

City of Sunrise
Risk Management Division
Attn: Risk Manager
1601 NW 136 Ave, Bldg-A, Ste#101
Sunrise, FL 33323

1.11 Right to Revise or Reject. SYNERGY RECOVERY agrees the MEMBER reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the MEMBER reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due of its poor financial condition or failure to operating legally in the State of Florida. In such events, MEMBER shall provide SYNERGY RECOVERY written notice of such revisions or rejections.

EXHIBIT "C"

EXHIBIT – F

**INDEMNIFICATION REQUIREMENTS FOR DISASTER RECOVERY WORK UNDER EITHER
ARTICLE XX or XXI OF THIS AGREEMENT**

SYNERGY RECOVERY shall indemnify and hold harmless MEMBER, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of SYNERGY RECOVERY and persons employed or utilized by SYNERGY RECOVERY in the performance of this Contract. These indemnifications shall survive the term of this Agreement.