

CUSTOMER NO. _____; CONTRACT NO. _____

SOFTWARE LICENSE AND SERVICES AGREEMENT

BETWEEN

SunGard Public Sector Inc.
a Florida corporation

with headquarters at:

1000 Business Center Drive
Lake Mary, FL 32746

("SunGard Public Sector")

AND

City of Costa Mesa, a California municipal corporation city
77 Fair Dr.
P.O. Box 1200
Costa Mesa, CA 92628-1200

(for purposes of this Agreement, "Customer")

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

Customer

SunGard Public Sector Inc.

BY: _____

BY: _____

PRINT NAME: Tom Hatch

PRINT NAME
AND TITLE: _____

PRINT TITLE: CEO

DATE SIGNED: _____

DATE SIGNED: _____

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

BY: _____

Date: _____

PRINT NAME
AND TITLE: _____

By: _____

DATE SIGNED: _____

Tom Duarte
City Attorney

ATTEST:
Date: _____

By: _____

Brenda Green
City Clerk

CERTIFICATE OF SECRETARY

THE UNDERSIGNED, Leslie S. Brush, Secretary of SUNGARD PUBLIC SECTOR INC., a corporation organized and existing under the laws to the State of Florida (the "Corporation"), does hereby certify that the officers listed below are duly elected officers of the Corporation, that they hold the titles set forth opposite their respective names, and that by virtue of such offices they are authorized to enter into and execute instruments and documents in the name of, and on behalf of, the Corporation:

<u>NAME</u>	<u>OFFICE</u>
Christian Coleman	Vice President & Treasurer
Daniel J. Conway	Vice President, Sales
Gilbert O. Santos	President & Chief Executive Officer, Public Sector
James A. Brascia	Vice President, Human Resources
Jillian Macau	Vice President, Support Operations
Raymond H. Perkey	Vice President, Professional Services
Steven Pratt	Vice President, Cloud Solutions

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Secretary to be duly executed and the corporate seal to be hereunto affixed this 10th day of February, 2012.



Leslie S. Brush
Leslie S. Brush, Secretary

THIS AGREEMENT is made between SunGard Public Sector Inc. and Customer as of the Execution Date. The parties agree as follows:

1. Definitions.

"Agreement" means this Software License and Services Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement.

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

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

"Confidential Information" means non-public information of a party to this Agreement. Confidential Information of SunGard Public Sector includes the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the source code of the Software and any software provided with the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

"Consultant Documents" means the SunGard Public Sector software and related information developed by SunGard Public Sector or by Customer if such programs or information are derivative works of or otherwise related to the software products licensed by SunGard Public

Sector, including any designs, plans, specifications or other materials provided by or on behalf of Customer for inclusion in the software, the user documentation provided to Customer (or to any party on behalf or for the benefit of Customer), and all manuals with respect to the Public Sector software (operational manuals, user manuals, and otherwise).

"Delivery Address" means the Customer shipping address set forth in Exhibit 1 as the Delivery Address.

"Delivery Date" means, for each Component System, the date on which SunGard Public Sector first ships the Component System to the Delivery Address F.O.B. SunGard Public Sector's place of shipment.

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

"Defect" means a material deviation between the Baseline Component System and its documentation, for which Defect Customer has given SunGard Public Sector notice of and reasonably sufficient information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control, or that Customer can demonstrate to SunGard Public Sector remotely.

"Custom Modification" shall mean those computer software programs resulting from the custom modification services identified in the Custom Modifications schedule found in Exhibit 1 hereto.

"Documents" means each and every report, draft, map, record, plan, document and other writing produced, prepared or caused to be prepared by SunGard Public Sector, its officers, employees, agents and subcontractors, in the course of implementing this Agreement,

Notwithstanding, SunGard Public Sector retains title to the Consultant Documents.

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

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

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

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

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

"Customer Employees" means: (i) Customer's employees with a need to know; and (ii) third party consultants engaged by Customer who have a need to know, who have agreed in writing to maintain the confidentiality of information received in the course of their engagement with Customer.

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

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

"Software Supplement" means, with respect to a Component System, the addendum provided as part of Exhibit 1 attached to this Agreement as of the Execution Date or as may be added to the Agreement by mutual written agreement of the parties that contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

2. Right to Grant License and Ownership.

SunGard Public Sector has the right to grant Customer this license to use the Software. Except as otherwise indicated in a Software Supplement, SunGard Public Sector owns the Software.

3. License. Subject to the terms and conditions of this Agreement, SunGard Public Sector grants Customer a perpetual, non-exclusive, non-transferable license to use and copy for use the Software and any Custom Modifications on the Equipment within the United States of America for Customer's own, non-commercial computing operations. Any rights not expressly granted in this Agreement are expressly reserved.

(a) Object Code. Customer has right to use the Software in Object Code form. Customer also has the right to use the Software in Object Code form temporarily on another SunGard Public Sector-supported configuration, for disaster recovery of Customer's computer operations.

(b) Documentation. Except as otherwise provided for in the applicable Software Supplement, Customer can make a reasonable number of copies of the documentation for each Component System for its use in accordance with the terms of this Agreement.

(c) Restrictions on Use of the Software. Customer is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the Software. Customer is prohibited from using the Software to process another law enforcement agency's Computer Aided Dispatch, Records Management System, or Jail Management System data. Customer will not allow the Software to be used by, or disclose all or any part of the Software to, any person except Customer Employees. For the avoidance of doubt, nothing herein shall be construed as to prohibit Customer from using the Software to generate information and data which is then conveyed to third parties, provided such is based on Customer's data and not on data provided by such third parties (constituting the provision of data processing services for and on behalf of a third party). Without limiting the foregoing, Customer is permitted to allow use of the input and/or output sensory displays of or from the Software by third parties in compliance with local, state or federal laws or any court order, and such use will not be deemed a non-permitted disclosure

of the Software. Customer will not allow the Software, in whole or in part, to be exported outside of the United States of America, in any manner or by any means, without in each instance obtaining SunGard Public Sector's prior written consent and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other appropriate United States governmental authorities.

(d) Intellectual Property Rights Notices. Customer is prohibited from removing or altering any of the Intellectual Property Rights notice(s) embedded in or that SunGard Public Sector otherwise provides with the Software. Customer must reproduce the unaltered Intellectual Property Rights notice(s) in any full or partial copies that Customer makes of the Software.

4. Services.

(a) Generally. SunGard Public Sector will provide Customer with the information services identified in Exhibit 1, for the fees provided in Exhibit 1.

(b) Additional Services. SunGard Public Sector can also provide Customer with additional information services, at SunGard Public Sector's then-current rates, or at such other rates as are agreed to by the parties in an amendment to this Agreement.

(c) Workmanlike Skills. SunGard Public Sector will render all services under this Agreement using the highest professional standards and in a workmanlike manner. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one (1) or more first-class firms performing similar work under similar circumstances. SunGard Public Sector will promptly replace any SunGard Public Sector personnel that are rendering services on-site at a Customer facility if Customer reasonably considers the personnel to be unacceptable and provides SunGard Public Sector with notice to that effect, provided that such replacement does not violate any law or governmental regulation applicable to such personnel replacement. SunGard Public Sector hereby represents and warrants that every employee SunGard Public Sector hires is subjected to a background check including a criminal background check (local/state/federal for misdemeanors and

felonies) and checked against the federal terrorist list, and that it does not employ people who do not pass the background check.

Prior to the commencement of any Services under this Agreement, Customer may request a letter from SunGard Public Sector certifying that SunGard Public Sector's employees who will be providing services to Customer under the Agreement have passed a background and criminal history investigation, and further, SunGard Public Sector shall re-conduct a current background check at Customer's written request for those employees who are rendering services on Customer's premises.

(d) Conditions On Providing Services. In each instance in which SunGard Public Sector is providing Customer with services, SunGard Public Sector and Customer will develop a project plan that identifies each party's responsibilities for such services. The project plan will describe in detail the tentative schedule and the scope of services that SunGard Public Sector will provide. Customer will establish the overall project direction, including assigning and managing the Customer's project personnel team. Customer must assign a project manager who will assume responsibility for management of the project. Customer designates the Police Department to administer this agreement. Customer's Support Services Administrator of the Police Department, or his or her designee, shall be Customer's project manager and shall have authority to act for Customer under this Agreement. Customer must ensure that the Equipment is operational, accessible and supported at the times agreed to by the parties in the project plan. While SunGard Public Sector is providing such services, Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations, including remote access to the Equipment.

5. Delivery. Except as otherwise provided in Exhibit 1, SunGard Public Sector will deliver all Component Systems to Customer at the Delivery Address.

6. Payment and Taxes.

(a) Payment.

(i) License Fees. Fees for the Software will be due to SunGard Public Sector as provided for in Exhibit 1.

(ii) Professional Services Fees. Except as otherwise provided in Exhibit 1, fees for professional services will be invoiced on a monthly basis in arrears and will be due within thirty (30) days from the date of receipt of the invoice by Customer. Customer will reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with services under this Agreement. Such travel and living expenses will be governed by SunGard Public Sector's Travel Expense Guidelines attached hereto as Exhibit 2 and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of receipt of the invoice by Customer.

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

(c) Scheduled Resource Changes: For training and on-site project management sessions which are cancelled at the request of Customer within seven (7) days of the scheduled start date, Customer is responsible for entire price of incurred training or on-site project management plus travel expenses that are not subject to a refund or credit. Notwithstanding, SunGard Public Sector will use its best efforts to reschedule SunGard Public Sector personnel in order to mitigate Customer's costs and expenses under this section. To the extent SunGard Public Sector is successful in such rescheduling SunGard Public Sector's personnel, Customer's shall not be obligated to pay any training on onsite project management expenses.

7. Limited Warranty, Disclaimer of Warranty and Election of Remedies.

(a) Limited Software Warranty by SunGard Public Sector and Remedy For Breach. For each Component System SunGard Public Sector warrants to Customer that, for a period commencing on the Execution date and continuing for a period of twelve (12) months following the Go-Live date, or for the period commencing as of the Effective Date and expiring twenty-four (24) months from the Delivery Date, whichever is earlier, the Baseline Component System, as used by Customer on the Equipment for its own, non-commercial computing operations, will operate without Defects. For each Defect, SunGard Public Sector, as soon as reasonably practicable and at its own expense, will provide Customer with an avoidance procedure for or a correction of the Defect. If, despite its reasonable efforts, SunGard Public Sector is unable to provide Customer with an avoidance procedure for or a correction of a Defect, then, subject to the limitations set forth in Section 16 of this Agreement, Customer may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. "Go-Live" is defined as Customer's use of the Component System with real data in a production (and not testing) mode.

(b) Disclaimer of Warranty. The limited warranty in Section 7(a) is made to Customer exclusively and is in lieu of all other warranties. **SUNGARD PUBLIC SECTOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR THE SOFTWARE, IN WHOLE OR IN PART. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT THE SOFTWARE, IN WHOLE OR IN PART, WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT. CUSTOMER WAIVES ANY CLAIM THAT THE LIMITED WARRANTY SET FORTH IN SECTION 7(A) OR THE REMEDY FOR BREACH OF SUCH LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.**

(c) Abrogation of Limited Warranty. The limited warranty in Section 7(a) will be null and void if: (i) anyone (including Customer) other than SunGard Public Sector modifies the Baseline Component System; or (ii) Customer does not implement changes that SunGard Public Sector provides to correct or improve the Baseline Component System. If despite any modification of the Component System, SunGard Public Sector can replicate the reported problem in the Baseline Component System as if the problem were a Defect, then SunGard Public Sector will nonetheless provide Customer with an avoidance procedure for or a correction of that reported problem for use in the Baseline Component System as though the reported problem were a Defect.

(d) FAILURE OF ESSENTIAL PURPOSE. THE PARTIES HAVE AGREED THAT THE LIMITATIONS SPECIFIED IN SECTIONS 7 AND 16 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF WHETHER CUSTOMER HAS ACCEPTED ANY SOFTWARE OR SERVICE UNDER THIS AGREEMENT.

8. Confidential Information. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Software and any software provided with the Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, Customer's obligations to maintain both the Software and any software provided with the Software as confidential will survive in perpetuity.

9. Indemnity by SunGard Public Sector. SunGard Public Sector will defend, indemnify and hold Customer harmless from and against any loss, cost and expense that Customer incurs because of a claim that use of a Baseline Component System, or use of Consultant's

Documents, infringes any Intellectual Property Rights of others. SunGard Public Sector's obligations under this indemnification are expressly conditioned on the following: (i) Customer must promptly notify SunGard Public Sector of any such claim; (ii) Customer must in writing grant SunGard Public Sector sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Customer chooses to represent its own interests in any such action, Customer may do so at its own expense, but such representation must not prejudice SunGard Public Sector's right to control the defense of the claim and negotiate its settlement or compromise); (iii) Customer must cooperate with SunGard Public Sector to facilitate the settlement or defense of the claim; (iv) the claim must not arise from modifications or (with the express exception of the other Component Systems and third party hardware and software specified by SunGard Public Sector in writing as necessary for use with the Software) from the use or combination of products provided by SunGard Public Sector with items provided by Customer or others. If any Component System or Consultant Document is, or in SunGard Public Sector's opinion is likely to become, the subject of an Intellectual Property Rights infringement claim, then SunGard Public Sector, at its sole option and expense, will either: (A) obtain for Customer the right to continue using the Component System, or Consultant Document under the terms of this Agreement; (B) replace the Component System, or Consultant Document with products that are substantially equivalent in function, or modify the Component System, or Consultant Document so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Customer all fees paid to SunGard Public Sector for the Component System(s) or Consultant Document giving rise to the infringement claim. **THE FOREGOING IS SUNGARD PUBLIC SECTOR'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

10. Term and Termination.

(a) Right of Termination. In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of fifteen (15) calendar days, or if more than fifteen (15) calendar days are reasonably required to cure the

default and the defaulting party fails to give adequate assurance of due performance within fifteen (15) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, and thereafter diligently take steps to cure the default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof. Notice to SunGard Public Sector of a suspected Defect will not constitute a notice of termination of this Agreement.

Notwithstanding the above provisions, Customer shall have the right, at its sole and absolute discretion and without cause, of terminating this Agreement at any time by giving no less than thirty (30) calendar days' prior written notice to SunGard Public Sector. Provided as a strict condition of such right of termination, in the event of termination under this Section, Customer shall first pay SunGard Public Sector for services satisfactorily performed, all license fee amounts for the Component Systems(s), all amounts for third party products provided by SunGard Public Sector pursuant to this Agreement, and all reimbursable expenses incurred by SunGard Public Sector up to the effective date of termination for which SunGard Public Sector has not been previously paid. On the effective date of termination, SunGard Public Sector shall deliver to Customer all Documents, whether in draft or final form.

(b) Effect of Termination. Upon termination of this Agreement by either party, Customer will promptly return to SunGard Public Sector or (at SunGard Public Sector's request) will destroy all copies of the Software, and will certify to SunGard Public Sector in writing, over the signature of a duly authorized representative of Customer, that it has done so.

(c) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity will survive termination of this Agreement.

(d) Termination Without Prejudice to Other Rights and Remedies. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

11. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices.

12. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

13. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: SunGard Public Sector's assignment of this Agreement or of any SunGard Public Sector rights under this Agreement to SunGard Public Sector's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and SunGard Public Sector's assignment of this Agreement to any person or entity to which SunGard Public Sector transfers any of its rights in the Software.

14. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

15. Choice of Law; Severability. This Agreement will be governed by and construed under the laws of the State of California, without reference to the choice of laws and any action brought relating to this Agreement shall be

adjudicated in a court of competent jurisdiction in the County of Orange, State of California. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

16. LIMITATIONS OF LIABILITY.

(a) **LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR.** SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE SOFTWARE, ANY SERVICES, THIS LICENSE OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEE THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR (OR, IF NO DISCRETE FEE IS IDENTIFIED IN EXHIBIT 1, THE FEE REASONABLY ASCRIBED BY SUNGARD PUBLIC SECTOR) FOR THE COMPONENT SYSTEM OR SERVICES GIVING RISE TO THE LIABILITY.

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

(c) **BASIS OF THE BARGAIN.** CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

17. INSURANCE. Prior to the commencement of SunGard Public Sector performing any work or providing any services to Customer, SunGard Public Sector shall obtain, provide and maintain at its own expenses during the term of this Agreement or for other periods as specified in this Agreement, policies of insurance of the type,

amounts, terms and conditions described below. SunGard Public Sector agrees to provide insurance in accordance with requirements set forth herein. If SunGard Public Sector uses existing coverage to comply and that coverage does not meet these requirements, SunGard Public Sector agrees to amend, supplement or endorse the existing coverage.

(a) **Acceptable Insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner of the State of California to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(b) **Coverage Requirements.** (i) **Workers' Compensation Insurance.** SunGard Public Sector shall maintain Workers' Compensation Insurance, statutory limits, and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000) each accident for bodily injury by accident and each employee for bodily injury by disease in accordance with the laws of the State of California, Section 3700 of the Labor Code. (ii) **General Liability Insurance.** SunGard Public Sector shall maintain commercial general liability insurance, and if necessary umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, one million dollars (\$1,000,000) general aggregate. The policy shall cover liability arising from premises, operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). (iii) **Automobile Liability Insurance.** SunGard Public Sector shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of SunGard Public Sector arising out of or in connection with work or services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit each accident. (iv) **Professional Liability (Errors & Omissions) Insurance.** SunGard Public Sector shall maintain professional liability insurance that covers the

work and services to be performed in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement and SunGard Public Sector agrees to maintain continuous coverage through a period no less than three years after completion of the work or services required by this Agreement.

(c) Other Insurance Requirements.

The policies are to contain, or be endorsed to contain, the following provisions: (i) Waiver of Subrogation. Worker's Compensation Insurance maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against Customer, its elected or appointed officers, agents, officials, employees and volunteers. SunGard Public Sector hereby waives its own right of recovery against City for worker's compensation claims, and shall require similar written express waivers from each of its subconsultants. (ii) Additional Insured Status. All liability policies including general liability, excess liability, pollution liability, and automobile liability, if required, but not including professional liability, shall provide or be endorsed to provide that Customer and its officers, officials, employees, and agents shall be included as insureds under such policies, but only for damages caused in whole by SunGard Public Sector. (iii) Primary and Non Contributory. All liability coverage shall apply on a primary basis and shall not require contribution from any insurance or self-insurance maintained by Customer. (iv) Notice of Cancellation. All policies shall provide Customer with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

(d) Additional Agreements Between the Parties.

The parties hereby agree to the following: (i) Evidence of Insurance. SunGard Public Sector shall provide certificates of insurance to Customer as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and other endorsements as specified herein for each coverage. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Customer at all times

during the term of this Agreement. Customer reserves the right to require complete, certified copies of all required insurance policies, at any time. (ii) Enforcement of Agreement Provisions. SunGard Public Sector acknowledges and agrees that any actual or alleged failure on the part of Customer to inform SunGard Public Sector of non-compliance with any requirement imposes no additional obligations on Customer nor does it waive any rights hereunder. (iii) Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. (v) Self-insured Retentions. Any self-insured retentions must be declared to and approved by Customer. (iv) Customer Remedies for Non-Compliance. If SunGard Public Sector or any subconsultant fails to provide and maintain insurance as required herein, then Customer shall have the right but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend SunGard Public Sector's right to proceed until proper evidence of insurance is provided. Any amounts paid by Customer shall, at Customer's sole option, be deducted from amounts payable to SunGard Public Sector or reimbursed by SunGard Public Sector upon demand. (v) Timely Notice of Claims. SunGard Public Sector shall give Customer prompt and timely notice of claims made or suits instituted that arise out of or result from SunGard Public Sector's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. Customer assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve Customer. (v) SunGard Public Sector's Insurance. SunGard Public Sector shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work or services provided under this Agreement.

18. CLAIMS. Unless a shorter time is specified elsewhere in this Agreement, before making its final request for payment under this Agreement, SunGard Public Sector shall submit to City, in

writing, all claims for compensation under or arising out of this Agreement. SunGard Public Sector's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Agreement except those previously made in writing and identified by SunGard Public Sector in writing as unsettled at the time of its final request for payment. SunGard Public Sector and City expressly agree that in addition to any claims filing requirements set forth in the Agreement, SunGard Public Sector shall be required to file any claim SunGard Public Sector may have against City in strict conformance with the Government Claims Act (California Government Code sections 810 et seq.).

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

EXHIBIT 1

Customer: **City of Costa Mesa, a California municipal corporation city**

Delivery Address: **77 Fair Drive, Costa Mesa, CA 92628**

SOFTWARE^{1,2}:

Qty	Part #	Component System	License Fee
		Computer Aided Dispatch	
1	CAD-SITE	BASE COMPUTER AIDED DISPATCH SYSTEM - SITE LICENSE	\$ 48,100.00
4	CAD-CON-T2	ADDITIONAL CAD CONSOLE LICENSE	13,000.00
1	CAD-MAP-T2	FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE	4,500.00
6	CAD-MAPD-T2	ADDITIONAL CAD MAP DISPLAY LICENSE	9,000.00
7	MCT-AVL-CAD-T2	CAD CLIENT AVL LICENSE	14,000.00
1	CAD-E911-T4	E911 INTERFACE MODULE	5,000.00
8	MCT-MIS-T2	LAN CLIENT LICENSE FOR MESSAGE SWITCH	1,600.00
7	CAD-MRM-T2	CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS	7,000.00
1	MAP-CONVERTER	MAP CONVERTER SOFTWARE	3,500.00
1	CAD-INT-C2C	CAD 2 CAD	7,000.00
1	CAD-PG-T2	ALPHA NUMERIC PAGING MODULE	5,000.00
1	CAD-INT-PG	CAD INTERFACE TO PAGEGATE ¹	1,000.00
		Records Management System	
1	RMS-BASE-SITE	BASE RECORDS MANAGEMENT SYSTEM - SITE LICENSE	72,500.00
1	RMS-BAR HOST-T9	BAR CODING SERVER LICENSE WORKSTATION	5,700.00
1	RMS-ACCIDENT-T9	BASIC ACCIDENT MODULE WORKSTATION	4,200.00
1	RMS-NTF-T9	NOTIFICATION MODULE WORKSTATION	10,700.00
1	RMS-MAP-T9	RMS MAP DISPLAY AND PIN MAPPING LICENSE WORKSTATION	7,500.00
1	RMS-BAR-CLIENT-T9	BAR CODING HAND-HELD CLIENT LICENSE - EACH WORKSTATION	940.00
1	RMS-BIKE-T1	BIKE REGISTRATION MODULE WORKSTATION	800.00
1	RMS-LINK-T9	LINK ANALYSIS MODULE	20,900.00
1	RMS-P&E-T1	PROPERTY AND EVIDENCE MODULE WORKSTATION	2,800.00
1	RMS-P2P	POLICE TO POLICE INTERNET DATA SHARING	No Charge
1	RMS-RSW-T1	RESIDENTIAL SECURITY WATCH MODULE WORKSTATION	800.00
1	RMS-TRAIN-T1	TRAINING MODULE WORKSTATION	1,800.00
1	RMS-CA-T1	CRIME ANALYSIS MODULE	6,300.00
1	RMS-CAPLUS-T9	CRIME ANALYSIS PLUS	20,900.00
1	RMS-CFS-T1	CALLS FOR SERVICE MODULE WORKSTATION	800.00
1	RMS-WIZ-BASE-T2+	ACCIDENT WIZARD BASE SERVER LICENSE	3,750.00
15	RMS-WIZ-CLIENT-T9	ACCIDENT WIZARD WORKSTATION LICENSE	2,850.00
1	RMS-ANIMAL-T1	ANIMAL CONTROL MODULE	3,800.00
1	RMS-CANINE-T1	CANINE TRACKING MODULE	2,800.00
1	RMS-CRST-T1	CRIME STOPPERS MANAGEMENT MODULE	1,300.00
1	RMS-FR-T1	FELONY REGISTRATION MODULE	800.00
1	RMS-INTELLIGENCE-T1	INTELLIGENCE MODULE	3,800.00
1	RMS-ORD-T1	ORDINANCE MODULE	800.00
1	RMS-QTRMSTR-T1	QUARTERMASTER MODULE	2,800.00
1	RMS-SOFF-T1	SEX OFFENDER MODULE	7,600.00
		Mobile Applications	
1	MCT-BMS-SITE	BASE MOBILE SERVER SOFTWARE WORKSTATIONS SITE LICENSE	31,000.00
1	MCT-MFR-REV-T9	REVIEW MODULE FOR FIELD REPORTING WORKSTATIONS	26,400.00
50	MCT-CLIENT-T9	MCT CLIENT - DIGITAL DISPATCH	35,000.00
50	MCT-MAP-T9	MCT CLIENT - MAPS	5,000.00
50	MCT-MFR-OFF-T9	MFR CLIENT - BASE INCIDENT/OFFENSE	40,000.00
25	MCT-MFR-MBLN-CLIENT-T9	MFR CLIENT- MOBLAN VERSION	10,000.00
1	MCT-AVL-HOST-T9	AVL SERVER HOST LICENSE	26,300.00
50	MCT-AVL-CLIENT-T9	MCT CLIENT - AVL	5,000.00
50	MCT-MFR-ARREST-T9	MFR CLIENT - ARREST	15,000.00
50	MCT-MFR-ACC-T9	MFR CLIENT - ACCIDENT REPORTING	20,000.00
10	MCT-MFR-CANINE-T9	MFR CLIENT - CANINE	3,000.00
		Message Switch	
1	MCT-SWI-T4	STATE/NCIC MESSAGING SOFTWARE	9,000.00
		Web Based Applications	
1	INT-P2C	POLICE 2 CITIZEN	7,000.00
		Jail Management System	
1	JMS-BASE-SITE	JAIL MANAGEMENT SYSTEM MODULE WORKSTATION SITE LICENSE	18,500.00
1	JMS-INT-STATE-LIVESCAN	STATE LIVESCAN INTERFACE ¹	8,500.00
1	JMS-INT-VINE	JMS VINE INTERFACE	1,500.00
1	JMS-HH-WATCH	HAND HELD SPECIAL WATCH MODULE	6,000.00
		Subtotal	\$ 572,840.00
1	DISCOUNT	DISCOUNT 30% OFF LICENSE FEES	\$ (171,852.00)
		TOTAL LICENSE FEE	\$ 400,988.00

Notes to Software Table:

¹ Interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

² Note: Mobiles applications do not include AVL hardware.

SERVICES^{1, 2, 3}:

Qty.	Part #	Description	Training	Installation	Project Management	Professional Services	Implementation	Conversion
		<i>CAD Implementation Services</i>						
1	CAD-PROF-ADD-TECH	ADDITIONAL TECHNICAL PROFESSIONAL SERVICES				\$ 25,200.00		
1	CAD-PROF-ADD-IMPL	ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES					\$ 69,600.00	
1	CAD-MAP-CONV	MAP BASED GEOFILE GENERATION						\$ 12,600.00
1	CAD-PROJ-MGNT	CAD PROJECT MANAGEMENT			\$ 22,400.00			
1	CAD-MNT-TRN	CAD MAINTENANCE TRAINING	\$ 6,400.00					
1	CAD-PROF-ADD	CAD POWER USER TRAINING	6,400.00					
1	CAD-PROF-ADD	CAD ADDITIONAL SA TRAINING	1,280.00					
4	CAD-USR-TRN	CAD USER TRAINING	25,600.00					
1	RMS-WEB-TRN	CAD ADDITIONAL PROFESSIONAL SERVICES - CAD RESOURCE MONITOR TRAINING	840.00					
1	CAD-PGL-TRN	CAD FOLLOW-UP TRAINING	6,400.00					
		<i>RMS Implementation Services</i>						
1	RMS-PROF-ADD-IMPL	ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES					62,720.00	
1	RMS-PROJ-MGNT	PROJECT MANAGEMENT FOR RMS			35,840.00			
1	RMS-MNT-TRN	RMS MAINTENANCE TRAINING	6,400.00					
2	RMS-USR-TRN	RMS USER TRAINING	12,800.00					
1	RMS-PROF-ADD	RMS POWER USER TRAINING	6,400.00					
2	RMS-DET-TRN	RMS TRAINING FOR DETECTIVES	12,800.00					
1	RMS-OVR-TRN	RECORDS MANAGEMENT SYSTEM OVERVIEW TRAINING	6,400.00					
1	RMS-ADD-TRN	RMS ADD-ON MODULE USER TRAINING	17,280.00					
1	RMS-PGL-TRN	RMS FOLLOW-UP TRAINING	6,400.00					
		<i>Mobile Applications Implementation</i>						
1	MCT-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES				51,800.00		
1	MCT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES			16,000.00			
1	MFR-MNT-TRN	MOBILE FIELD REPORTING MAINTENANCE TRAINING	3,840.00					
1	MCT-PROF-ADD	MCT/MFR POWER USER TRAINING	5,760.00					
10	MCT-PROF-ADD	MCT/MFR USER TRAINING	57,600.00					
4	MCT-PROF-ADD	POST GO LIVE CSO MCT/MFR USER TRAINING	23,040.00					
1	MCT-PROF-ADD	MCT/MFR FOLLOW UP TRAINING	5,760.00					
		<i>Web Based Applications Implementation Services</i>						
1	INT-PROF-ADD-IMPL	ADDITIONAL PROFESSIONAL SERVICES-INTERNET APPLICATIONS INSTALLATION AND IMPLEMENTATION		\$12,600.00				
1	INT-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES-INTERNET APPLICATION TRAINING	3,120.00					
1	INT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES FOR INTERNET APPLICATIONS			4,000.00			
		<i>JMS Implementation Services</i>						
1	JMS-PROF-ADD-IMPL	ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES					23,320.00	
1	JMS-PROJ-MGNT	PROJECT MANAGEMENT			12,800.00			
1	JMS-MNT-TRN	JMS MAINTENANCE TRAINING	3,840.00					
4	JMS-USR-TRN	JMS USER TRAINING	20,480.00					
1	JMS-PGL-TRN	JMS FOLLOW-UP TRAINING	5,120.00					
		<i>Data Conversions</i>						
1	CAD-PROF-ADD	CAD DATA CONVERSION						16,800.00
1	RMS-PROF-ADD	RMS DATA CONVERSION						107,300.00
1	RMS-PROF-ADD	MANAGEMENT, QA AND TESTING FOR DATA CONVERSIONS				14,080.00		
		<i>Custom Modifications Implementation Services</i>						
1	CAD-PROJ-MGNT	CAD PROJECT MANAGEMENT FOR MAS ALARM MONITORING INTERFACE			3,840.00			
1	CAD-PROF-ADD-IMPL	ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES					2,800.00	
1	RMS-PROJ-MGNT	PROJECT MANAGEMENT FOR OCATS INTERFACE			5,120.00			
1	RMS-PROF-ADD-IMPL	ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES					1,400.00	
1	RMS-PROJ-MGNT	PROJECT MANAGEMENT FOR CLETS INTERFACE			2,560.00			
1	RMS-PROF-ADD-IMPL	ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES					1,400.00	
1	RMS-PROJ-MGNT	PROJECT MANAGEMENT FOR RMS			3,840.00			
1	RMS-PROF-ADD-IMPL	ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES					2,800.00	
1	RMS-PROJ-MGNT	PROJECT MANAGEMENT FOR RMS						
1	RMS-PROF-ADD-IMPL	ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES					1,400.00	
		<i>Dell Virtualized Environment</i>						
1	TCH-INSTALL-VM	Implementation Services for Virtualization Software					12,600.00	
		<i>Property and Evidence Bar Coding Hardware</i>						
2	TCH-INSTALL-BRCD	Implementation Services for Bar Coding Hardware					1,400.00	
		<i>Third Party Hardware, Software and Services</i>						
4	TCH-INSTALL-ONSITE	On-Site Installation for Application Servers					5,600.00	
		<i>Data Backup Solution</i>						
1	TCH-INSTALL-BKUP	Implementation Services for Data Backup Solution					1,400.00	
		TOTAL SERVICES FEE:	\$243,760.00	\$12,600.00	\$ 106,400.00	\$ 91,080.00	\$ 186,440.00	\$136,700.00

Qty	Part #	Custom Modifications	Fee
1	RMS-CUST-MOD	RMS CUSTOM MODIFICATION - OCATS/CLETS INTERFACE	\$51,500.00
1	RMS-CUST-MOD	CAD CUSTOM MODIFICATION - MAS ALARM MONITORING SYSTEM	15,000.00
1	RMS-CUST-MOD	RMS CUSTOM MODIFICATION - ORANGE COUNTY BOOKING FORMS	21,600.00
1	RMS-CUST-MOD	RMS CUSTOM MODIFICATION - COPLink WARRANT QUERY	10,000.00
		Custom Modifications Fees	\$ 98,100.00

Notes to Services Table:

¹ Pricing is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Agreement. The total amount that Customer will pay for these services (i.e., the "TOTAL SERVICES FEE") will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates, billed at 0.25 hour (15 minute) increments, equal to SunGard Public Sector's price rates for the services at issue as specified herein. Hourly rates indicated below are only for time that SunGard Public Sector's employees are actually performing work or a service for Customer. SunGard Public Sector shall not bill Customer for any travel time (i.e.: time spent in transit between a SunGard Public Sector facility and Customer's facility or between Customer's facilities).

Project Management: \$160/per hour

Training (onsite):\$160/per hour

Training (web/remote): \$135/per hour.

Installation/Implementation: \$175/per hour.

Data Conversion and Custom Modifications: \$200/per hour or \$1,600 per day.

Other Professional Services: \$160/per hour or \$1,280 per day.

The above rates for additional services are not subject to change for a period of twelve (12) months from the Execution Date.

² Travel and living expenses are additional and will be billed monthly as SunGard Public Sector renders the services.

³ See Statements of Work attached hereto as Exhibits 3-5 (Custom Modifications).

PAY AGENCY PRODUCTS¹:

Qty.	Part #	Pay Agency Products	Hardware & Software
		Dell Virtualized Environment	
1	HWR-SERV-BSE	Dell Blade Server Enclosure	\$ 31,688.00
3	HWR-SERV-VM-BLD	Virtual Host Server	20,310.00
1	HWR-SAN-DELL	Dell Compellent Storage Expansion	29,227.00
2	HWR-SAN-SWTCH	Dell SAN Switch	9,092.00
1	THP-VMWARE-ESSPLS-PD5	vSphere 5 Essentials Plus Kit Production Support - 5Yr	5,295.00
1	THP-VMWARE-ESSPLS	VMware vSphere 5.1 Essentials Plus Kit	4,495.00
3	THP-MS-WINSVRDCNTR	Windows Server 2012 Datacenter Edition	13,812.00
3	THP-MS-SQLSTD-2CORE	Microsoft SQL Server 2012 Standard Edition 2-CPU Core License	8,487.00
		Property and Evidence Bar Coding Hardware	
2	HWR-P&E-HWRKIT	P&E Bar-Coding Kit	4,692.00
		Data Backup Solution	
1	HWR-BACKUP-RCK	Rack Mount Data Backup Solution	10,722.00
1	THP-SYM-BKPEXEC	Symantec Backup Exec™ 2012 for Windows Servers	1,150.00
3	THP-SYM-VMAGT	Symantec Backup Exec™ 2012 Agent for VMware with first year of support	3,744.00
1	THP-SYM-MEDIA	Symantec Backup Exec™ 2012 and Agents Media Kit	33.00
		Third Party Hardware, Software and Services	
3	HWR-PDA-PA500	Standard Handheld Application Device	3,792.00
20	THP-MS-VISIO	Microsoft Visio 2010 Standard Edition	3,880.00
1	THP-PAGEGATE	PageGate Network Paging Software	565.00
		Pay Agency Products Totals	\$ 150,984.00

Notes to Pay Agency Products Table:

¹ Actual shipping charges are additional and will be due upon delivery.

SUMMARY OF COSTS	
	Price
Component Systems	\$ 400,988.00
Services (including Custom Modifications)	875,080.00
Pay Agency Products	150,984.00
Total	\$1,427,052.00
Improvement Fees (Second Year - see Maintenance Agreement)	\$ 105,990.00
Travel and Living Expenses (estimated)	\$ 114,000.00

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

The amounts noted above shall be payable as follows:

License Fee: 100% on the Execution Date.

Installation: On invoice, upon completion.

Project Management: To be billed at a flat monthly rate for eight months commencing on the Execution Date.

Training Fees: On invoice, as incurred.

Professional Services Fees: On invoice, as incurred.

Conversion Fees: On invoice, as incurred

Custom Modification Fees: 25%% on the Execution Date; 75% on Acceptance (See SOW Exhibits 3-6)

Implementation Services Fee: 25% on the Execution Date; and 75% upon Customer's written acceptance of SunGard Public Sector's implementation of all Software on Customer's Equipment.

Customer will notify SunGard Public Sector in writing of its acceptance or non-acceptance of the Implementation service within thirty (30) days after receipt of invoice. If customer fails to give written notice within the specified timeframe, the services will be deemed accepted. Any notice of non-acceptance must be based solely upon non-performance in accordance with the provisions of Section 4. Services.

Pay Agency Products Hardware & Software Fee: 100% on the Execution Date

Pay Agency Products Services Fee: 50% on the Execution Date; 50% on invoice, upon completion.

Pay Agency Products Initial Annual Maintenance: 100% upon the Execution Date. Annual Maintenance Fees for subsequent terms shall be invoiced by and paid directly to the Vendor.

EQUIPMENT: Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which SunGard Public Sector supports the Software. Customer acknowledges that certain Component Systems of the Software may require specific host or client configurations. Customer, as soon as reasonably practicable, will provide a detailed written description of the Equipment so that SunGard Public Sector can confirm that it is a configuration on which SunGard Public Sector supports use of the Software.

NOTICE: To use any of the Software, Customer must also obtain, install on the Equipment and maintain SunGard Public Sector-supported versions of certain software products and software/hardware peripherals. By this notice, SunGard Public Sector is advising Customer that Customer should consult with its SunGard Public Sector Professional Services representative to obtain a written listing of such necessary software products and software/hardware peripherals. General Project Conditions are as follows:

GENERAL PROJECT CONDITIONS

General Project Conditions - Applies to Entire Project

Item 1: This Agreement is based on the assumption that a Windows 2000 or higher Domain is already in place and functional. If this is not the case, the Customer is required to provide all necessary equipment and services for such implementation.

Item 2: The Customer shall provide a certified TCP/IP network with all communications equipment and any other required components. The cabling of this network, installation of punch down panels, hubs, routers, etc. will be the responsibility of the Customer. Additionally, the Customer is responsible for acquiring software that is needed for monitoring and maintaining the network.

Item 3: SunGard Public Sector always recommends the highest performance connection for all LAN and WAN connections. Listed below are SunGard Public Sector's recommendations in order of highest throughput:

- a. 1 Gb CAT5 (LAN) or Fiber (WAN)
- b. 100 Mb CAT5 (LAN) or Fiber (WAN)
- c. 10 Mb CAT5 (LAN) or Fiber (WAN)
- d. Line of Site Technology

Item 4: If applicable, all RMS/JMS Workstations must be connected to a 10 Mb/sec or faster TCP/IP LAN. SunGard Public Sector recommends a 100 Mb/sec Switched LAN for optimum performance.

Item 5: If applicable, all CAD Workstations must be connected to a dedicated 100 Mb/sec switched TCP/IP LAN.

Item 6: The Customer is responsible for the physical placement of all CAD and/or RMS/JMS workstations and certifying that they are operational on the Customer's network. SunGard Public Sector will load our CAD and/or RMS/JMS software on up to five (5) CAD and/or RMS/JMS workstations and train the Customer on the loading process.

Item 7: SunGard Public Sector's CAD Application Software interfaces with the E911 telephone switch via an RS-232 Serial Cable. The Customer must provide this cable (with accurate pin-outs) to connect their E911 ALI Controller's CAD Port to the SunGard Services Workstation's serial port. The maximum length of this cable is 50 feet. In the event that a single CAD Server is servicing multiple communication centers (one CAD Server and multiple E911 ALI sources), a SunGard Public Sector Services Workstation will be required for each PSAP for proper ALI functionality. The Customer must also provide SunGard Public Sector with accurate ALI interface data formats from their E911 Vendor.

Item 8: In acquiring SunGard Public Sector's Message Switch and Mobile Software, the Customer is responsible for all of the associated costs for wireless, WAN and LAN communication with the local provider/State/NCIC networks. This may include the following:

- i. Dedicated Line
- ii. Any encryption to meet State and FBI requirements
- iii. DSU to State
- iv. Any wireless carrier charges and setup
- v. Any installation Charges
- vi. Recurring charges or costs
- vii. Surcharges by the State

Item 9: The Customer shall implement an Uninterruptible Power Supply (UPS) system for all servers and all CAD workstations. This can be at the machine level or at the site level. SunGard Public Sector recommends the use of an enterprise level Master UPS and external generator for full power backup.

Item 10: SunGard Public Sector software is designed for use with laser jet printers for report output in order to utilize the wider margins available. Report output on non-laser printers (inkjet, dot-matrix, etc.) may be adequate, but is not guaranteed by SunGard Public Sector.

Item 11: Virtual Environment Platform

Infrastructure Overview.

The server hardware may be made up of physical servers, virtual servers (using VMware ESX), or a combination of the two, provided, however, that following conditions apply.

Customer and VMware are responsible for selecting the appropriate VMware application software and solution.

VMware supports a set of certified operating systems and hardware. Customer and VMware are responsible for any interactions and/or issues that arise at the hardware or operating system layer as a result of their use of VMware.

The use of a VMware virtual machine adds software overhead, which may impact performance or scalability. Any statements made by SunGard Public Sector on expected product performance on a hardware platform cannot be interpreted to apply to a virtual machine running on the same hardware platform. Customer must allocate at least an equivalent amount of virtualized resources to the OSS/ systems in order to address performance issues. The VMware organization can provide information on how to tune your environment to maximize the performance within a virtual machine. If a performance issue is reported, the VMware layer, as well as the software, will be suspect in the research. Any research required on the VMware performance will be the responsibility of the Customer.

SunGard Public Sector will use commercially reasonable efforts to investigate potential issues with OSS/ software running in conjunction with VMware. Where issues are confirmed to be unrelated to the VMware software, SunGard Public Sector will support its software in a manner that is consistent with support provided when that software is running natively under the host operating system.

Required and/or optional software vendors may not support VMware software. These vendors may require the issue to be reproduced independently from VMware software.

Long Descriptions

Part Number: CAD-SITE

Description: BASE COMPUTER AIDED DISPATCH SYSTEM - SITE LICENSE TO INCLUDE;

CAD-SITE - BASE COMPUTER AIDED DISPATCH SYSTEM

CAD-CON - ADDITIONAL CAD CONSOLE LICENSE

CAD-MAPD - ADDITIONAL CAD MAP DISPLAY LICENSE

MCT-AVL-CAD - CAD CLIENT AVL LICENSE

MCT-MIS - LAN CLIENT LICENSE FOR MESSAGE SWITCH

CAD-MRM - CAD RESOURCE MONITOR DISPLAY LICENSE

Long Description:

COMPUTER AIDED DISPATCH BASE INCLUDES:

Mult-Jurisdictional CAD for Police, Fire, and/or EMS

Call Taking and Dispatching Functions

Tabular Geo-File Subsystem (without maps)

Business and Sites Subsystem

Unit Recommendation Subsystem

Premise/Alert and Hotspots Subsystems

Part Number: CAD-CON-T2

Description: ADDITIONAL CAD CONSOLE LICENSE

Long Description: An additional license, in addition to the number of console licenses in the base CAD system, is required for each call taker and dispatch console/workstation to operate the CAD system.

Part Number: CAD-MAP-T2

Description: FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE

Long Description: First OASIS Map Display and Map Maintenance Software License for a CAD Workstation Includes:

Pin Mapping of Calls for Service Data

Map Editing and Maintenance software (training not included)

Map Display for One Workstation

Part Number: CAD-MAPD-T2

Description: ADDITIONAL CAD MAP DISPLAY LICENSE

Long Description: An additional license, in addition to the number of map console licenses in the base CAD system, is required for each additional call taker and dispatch console/workstation to display maps with the CAD system. Each license represents one workstation, not concurrent user.

Part Number: MCT-AVL-CAD-T2

Description: CAD CLIENT AVL LICENSE

Long Description: SunGard OSS/ Automatic Vehicle Locator (AVL) software for the CAD workstation allows the communicator to view/track/find mobile units in the field. This product requires that the customer purchase maps.

Part Number: CAD-E911-T2

Description: E911 INTERFACE MODULE

Long Description: The E911 Interface allows CAD to communicate to the E911 controller's ANI/ALI serial port.

The Customer must provide an RS232/serial cable (with accurate pin-outs) from their E911 ANI/ALI controller's CAD port to the CAD server's serial port. The Customer must also provide SunGard with accurate ANI/ALI interface data formats from their E911 vendor that defines the data stream characters and their stop and start positions.

Part Number: MCT-MIS-T2

Description: LAN CLIENT LICENSE FOR MESSAGE SWITCH

Long Description: A client license is required for each CAD, RMS or JMS workstation connected to the Customer's LAN or WAN to access SunGard Message Switch.

The Message Switch Client provides the following functions:

- Workstation-to-workstation messaging
- Mobile-to-workstation messaging (if mobile applications are licensed)
- SunGard's standard State/NCIC queries

Part Number: CAD-MRM-T2

Description: CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS

Long Description: CAD Resource Monitor (CRM) with maps is a limited read only version of CAD that allows the Customer to view CAD activity and various calls for service reports. CRM requires that the workstation be connected to minimally a 100 MB LAN. The quantity of one (1) means one workstation software license. To have this product with mapping functionality, base CAD maps must be operational with the CAD System.

Part Number: MAP-CONVERTER

Description: MAP CONVERTER SOFTWARE

Long Description: This software converts ESRI based map data to a format useable by SunGard's product line.

Part Number: CAD-INT-C2C

Description: CAD 2 CAD

Long Description: The C2C (CAD to CAD) module is designed to transfer events between two independent CAD systems. This is a powerful feature for a dispatch center that is handling an event and needs to route the event to another dispatcher center for action.

In addition to call routing, other features of C2C include:

- Notification of completed transfer.
- Notification of transferred call dispatched.
- Notification of failed call transfer if the recipient's C2C system is down.
- Notification of Nature Code change by originating agency.
- Transfer of remarks between C2C events.
- Relay of ProQA summary information (if used).
- Notification of ProQA response upgrades or downgrades.

As a result of the functionality listed above, C2C creates a virtual single site dispatch center allowing for calls to be routed and notes added as if everyone was using one CAD system.

This product requires TCP/IP connectivity between the respective Customers. This connectivity is the responsibility of each participating Customer. If a non-dedicated TCP/IP connection is chosen (i.e. internet connectivity), then a VPN solution is highly recommended for security reasons. All firewall and VPN connectivity between the Customers are the responsibility of the participating Customers.

Part Number: CAD-PG-T2

Description: ALPHA NUMERIC PAGING MODULE

Long Description: The Alpha-Numeric Paging module is designed to automatically send an alphanumeric page to responding units upon dispatch. Our paging module supports the ability to send individual personalized messages to specific pagers directly from CAD. This module supports group paging. For example, a volunteer fire station will need to have a single group Pager Identifier Number (PIN) set up that will alert all firefighters for that specific station.

Part Number: CAD-INT-PG

Description: CAD INTERFACE TO PAGEGATE

Long Description: SunGard's interface to NotePage, Inc.'s PageGate software allows the CAD Paging module to interface with the PageGate third party product. PageGate allows multiple paging service providers. This does not include the license fees (PageGate & ASCII Command Line interface) for the PageGate software.

Part Number: CAD-PROF-ADD-TECH

Description: ADDITIONAL TECHNICAL PROFESSIONAL SERVICES

Long Description: Additional Professional Services--Hardware and Technical Services

Up to 18 days of technical implementation services including:

- Temporary HW server implementation (1 day)
- Production HW server implementation (1 day)
- On-site server installation, mounting (3 days)

Technical project consulting (5 days) (Troubleshooting, go live prep, post go live review)
On-site Go Live Support (1 @ 4 days)
Assist with Mock go live (2 days)
Planning, Discovery, and Project Kick-off (2 days)

Part Number: CAD-PROF-ADD-IMPL

Description: ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES

Long Description: Additional Professional Services--CAD Installation and Implementation

Up to 51 days of services related to installation and implementation of ONESolution CAD, including:

CAD and CAD Resource Monitor application installation and initial configuration (2.5 days)

CAD standard and custom interface installation and implementation (12 days)

CAD planning, discovery, and project kick-off (2 days)

CAD build assist (5 days--4 days on-site, 1 day of preparation and follow-up)

Conduct 3 remote data audits and system reviews (5 days)

Set up and configure 5 CAD workstations (1 day)

Mock Go Live assistance (2 days)

On-site Go Live Support (2 resources--AIC and 2 trainers-- @ 4 days)

Remote Application configuration assistance (10 days)

Go Live Preparation and post go live implementation close-out Assistance (2 days)

Part Number: CAD-MAP-CONV

Description: MAP BASED GEOFILE GENERATION

Long Description: Geo-File Generation

Up to 9 days of service for implementation of maps, including:

Minimum of 3 map data audits/reviews (3 days)

Assistance creating and testing centerline data and map polygons/layers (6 days)

NOTICE OF SUNGARD'S DEPENDENCY ON CUSTOMER'S GIS DEPARTMENT:

SunGard's ability to provide conversion services relating to Geographic Information System (GIS), maps or geographic analysis, etc. is contingent on the Customer providing SunGard with the resources and data defined in SunGard's CAD Map Resource Guide that is incorporated into this agreement as an Exhibit.

Part Number: CAD-PROJ-MGNT

Description: CAD PROJECT MANAGEMENT

Long Description: CAD project management includes professional services from SunGard for project coordination and project management. The project management fee also includes coordinating with the Customer's project manager all SunGard related deliveries such as application software, implementation services, and scheduling of SunGard's resources with the Customer.

Part Number: CAD-MNT-TRN

Description: CAD MAINTENANCE TRAINING

Long Description: Training for key personnel and system administrators (4-6 people max.) responsible for system configuration (including setting codes to reflect agency business practices) and maintenance. Class duration = up to 4 days on-site, plus class preparation/follow up.

Part Number: CAD-PROF-ADD

Description: CAD POWER USER TRAINING

Long Description: CAD Power User Training

Hands-on training on ONESolution CAD for key personnel intended as "go-to" product experts. 4 classroom days plus 1 day of SunGard trainer preparation and follow-up.

Part Number: CAD-PROF-ADD

Description: CAD ADDITIONAL SA TRAINING

Long Description: CAD Additional SA Training

Up to one day of training focusing on review of CAD security and System Options/Preferences.

Part Number: CAD-USR-TRN

Description: CAD USER TRAINING

Long Description: CAD User Training

Hands-on training on ONESolution CAD for 911 operators. 4 classroom days, plus one day of preparation and follow-up. 10 participants maximum.

Customer is responsible for providing, setting up, and testing appropriate computer classroom environment.

Part Number: RMS-WEB-TRN

Description: CAD ADDITIONAL PROFESSIONAL SERVICES - CAD RESOURCE MONITOR TRAINING

Long Description: CAD Additional Professional Services--CAD Resource Monitor Training

On-site instructor-led training, one session of up to 4 hours focusing on demonstration of CAD Resource Monitor.

Part Number: CAD-PGL-TRN

Description: CAD FOLLOW-UP TRAINING

Long Description: CAD Follow-up Training

Four post go live end-user training refresher days. Also includes one day of SunGard trainer preparation and follow-up. 10 participants maximum per class.

Part Number: RMS-BASE-SITE
Description: BASE RECORDS MANAGEMENT SYSTEM - SITE LICENSE TO INCLUDE:
RMS-BASE RECORDS MANAGEMENT SYSTEM
RMS-BAR-HOST-BAR CODING
RMS-ACCIDENTS
RMS-NTF - NOTIFICATIONS
RMS-MAP - MAP DISPLAY AND PIN MAPPING
RMS-BIKE - BIKE REGISTRATION
RMS-LINK - LINK ANALYSIS
RMS-P&E - PROPERTY AND EVIDENCE
RMS-RSW - RESIDENTIAL SECURITY WATCH
RMS-TRAIN - TRAINING
RMS-CA - CRIME ANALYSIS
RMS-CAPLUS-CRIME ANALYSIS PLUS
RMS-CFS - CALLS FOR SERVICE
RMS-WIZ-BASE - ACCIDENT WIZARD
RMS-CANINE
RMS-ANIMAL
RMS-CRIME STOPPERS
RMS-FR-FELONY REGISTRATION
RMS-INTELLIGENCED
RMS-ORDINANCE
RMS-QUARTERMASTER
RMS-SEX OFFENDER

Long Description: RMS-BASE LICENSE INCLUDES:

- Incident/Offense Module
- CrimeMatch Reporting
- Arrest Module
- Warrants Module
- UCR Property Management
- Master Name Module
- Master Vehicle Module
- Master Location Module
- Case Management Module
- Daily Bulletin
- Employee Demographics Module
- Off Duty Employment Tracking Module
- Standard Traffic Citation Module
- Standard Traffic Warning Module
- Miscellaneous Cash Receipts Module
- State Specific IBR or UCR Reporting Module
- Field Contact Module

Part Number: RMS-BAR HOST-T9

Description: BAR CODING SERVER LICENSE WORKSTATION

Long Description: Bar-Coding Host allows client to communicate to host server and the Property and Evidence module.

Part Number: RMS-ACCIDENT-T9

Description: BASIC ACCIDENT MODULE WORKSTATION

Long Description: The Accident module provides the ability to capture basic crash-related data elements and crash diagrams from accidents and replicate the information to the primary state specific form for printing.

Part Number: RMS-NTF-T9

Description: NOTIFICATION MODULE WORKSTATION

Long Description: The Notification module allows a user to create system rules that will notify a list of recipients when certain data-related activities have occurred within RMS. Such activities might include a person viewing a record, changing a specific data element on a record, or entering a new record into the system. Along with an optional audible alert, notification 'hits' will be displayed on the recipients' desktop at login and at user defined intervals during the user session. This module requires an additional day of training.

Part Number: RMS-MAP-T9

Description: RMS MAP DISPLAY AND PIN MAPPING LICENSE WORKSTATION

Long Description: Provides the ability to pin map locations from SunGard's PISTOL Records Management System searches and view multiple layers. Requires Mapping Geo-file generation and a license of the first map view. This requirement may be filled by mapping from CAD.

Part Number: RMS-BAR-CLIENT-T9

Description: BAR CODING HAND-HELD CLIENT LICENSE - EACH WORKSTATION

Long Description: SunGard's Bar-coding Client Software allows for the following business functions within the Property & Evidence module: Batch processing, including transfers, dispositions, chain of custody transactions and inventory functions. License is per workstation.

Part Number: RMS-BIKE-T1

Description: BIKE REGISTRATION MODULE WORKSTATION

Long Description: This module tracks the registration of bicycles with the agency. This module tracks owner, the physical description of the bike, agency issued registration number, serial number and OAN and other relative information.

Part Number: RMS-LINK-T4

Description: LINK ANALYSIS MODULE

Long Description: The Link Diagramming Analysis module allows investigators and crime analysts to construct and view diagrams of RMS data. Users of this module can easily export Names, Incidents, Vehicles, etc. to a graph where the Link Analysis Engine optimizes the objects and their relationships for analysis and viewing. While this module is tightly linked with RMS functionality, this tool can also act as a stand alone case analysis or brainstorming tool, placing valuable information in a structured format for presentation to others with better organization than manual methods.

Part Number: RMS-P&E-T1

Description: PROPERTY AND EVIDENCE MODULE WORKSTATION

Long Description: Includes software to track and keep inventory of property stored in an evidence environment. The software is bar code compliant; however, bar code software and hardware are available separately.

Part Number: RMS-P2P

Description: POLICE TO POLICE INTERNET DATA SHARING

Long Description: SunGard's Police to Police (P2P) application is a browser-based solution that enables public safety agencies to share information from their Records Management System while maintaining complete control over their own RMS.

Currently, this functionality includes:

- Base Name Query
- Base Incident Query
- Base Pawn Query
- Base Vehicle Query
- Base Property Query
- Mugshots with Line-ups
- Basic first-level involvements plus detail page views of many involvements

Each Site must provide the following:

- Each site must have a firewall that is approved by SunGard.
- Each site must have a constant Internet connection to a Windows 2000 Workstation or server (minimum 256kbps Bandwidth), not a dial-up to host their data.
- Each site must provide PCAnywhere access to the desktop of the server above for SunGard to support via the Internet.

Part Number: RMS-RSW-T1

Description: RESIDENTIAL SECURITY WATCH MODULE WORKSTATION

Long Description: This module records residential establishments or other locations that need special monitoring. The results of officer's patrol activities are recorded for each special location. Module interfaces with SunGard's CAD System to notify Communicator of existing active Residential Security Check at a particular location.

Part Number: RMS-TRAIN-T1

Description: TRAINING MODULE WORKSTATION

Long Description: The Training module records employees' training history within the agency, including courses taken, earned certifications, including re-certification tracking, and earned titles.

Part Number: RMS-CA

Description: CRIME ANALYSIS MODULE

Long Description: The Crime Analysis module provides the ability to pin map events from one or more RMS application modules simultaneously and identify high crime areas within defined geographic regions. This product includes forecasting and time series tools. These features will provide agencies with powerful investigative information that can save personnel hours and assist in identifying resource deployment strategies based upon historical events.

Site license for Crime Analysis (pin mapping multiple modules, Time Analysis and ComStat).

Part Number: RMS-CAPLUS

Description: CRIME ANALYSIS PLUS

Long Description: Crime Analysis module that combines data from both CAD and RMS. CA Plus allows Crime Analysts to perform predictive future-crime analysis, identify high crime areas, pin-map events, and eliminate hours of research and mapping. Designed to download, view, and analyze incidents from CAD and RMS, Crime Analysis Plus features easy-to-use navigation, analysis tools, pattern librarian, and time slice function.

Part Number: RMS-CFS-T1

Description: CALLS FOR SERVICE MODULE WORKSTATION

Long Description: The Calls for Service module allows users to enter and maintain records for service events within the agency. Information includes call date/time, nature code, location, dispatch, arrival, and clear times, and responding unit(s).

Part Number: RMS-WIZ-BASE

Description: ACCIDENT WIZARD BASE SERVER LICENSE

Long Description: This provides the Accident Drawing Wizard Server License. This module is required to provide the ability to use the wizard on any workstation, mobile or on the LAN.

Part Number: RMS-WIZ-CLIENT-T9

Description: ACCIDENT WIZARD WORKSTATION LICENSE

Long Description: This provides the Accident Drawing Wizard per workstation license. Visio 2003 standard edition or higher is required on each workstation or laptop.

Part Number: RMS-ANIMAL-T1

Description: ANIMAL CONTROL MODULE

Long Description: The Animal Control module allows for the collection of information related to the operations of the agency's Animal Control Division, including tracking of events surrounding the capture or surrendering of an animal to the Animal Shelter. Includes the ability to store narrative information and follow up tracking entries associated with the status and/or disposition of the animal. The application will allow for tracking of dangerous animal alerts at specific locations and allow for the storage of system attachments, including images of the animal when available. This module will have separately assigned security access within RMS¹. Summary reporting will be available to generate shelter statistics and manage the shelter population.

Includes Animal Services dashboard to provide facility population statistics and other information quickly.

Part Number: RMS-CANINE-T1

Description: CANINE TRACKING MODULE

Long Description: This module is designed to collect information related to activities where a K-9 team has become involved. This module participates in the existing RMS security model, allowing the customer to assign user access rights to the K-9 module. Multiple K-9 activities may be associated with one K-9 record. The module will allow for collection of both "training" and "working" activities. "Working" activity is defined as non-training events where the K-9 team has become involved. The K-9 tracking module participates in the involvement subsystem by establishing involvements between a valid incident report record and the K-9 record linked by a common case number. An involvement will also be created to the master location record associated with the K-9 activity.

Part Number: RMS-CRST-T1

Description: CRIME STOPPERS MANAGEMENT MODULE

Long Description: This module gives the ability to track narrative tip information as well as associate an unlimited number of master name records and related vehicles, associated with the tip. The module interacts with SunGard's standard involvement subsystem for names entered as a related name to the Crime Stoppers record.

The module also provides the following:

Ability to track payments made to Crime Stopper Informants and track the number of cases that were cleared from a specific tip, including a breakdown of the number of felony and misdemeanor arrests made from the tip.

Ability to track which agency/unit the tip has been referred to for follow up.

Ability to generate seven summary reports based upon Crime Stoppers data such as: Crime Stoppers Monthly Report, Crime Stoppers Referral Listing, Summary by Nature of Call, etc.

Part Number: RMS-FR-T1

Description: FELONY REGISTRATION MODULE

Long Description: The Felony Registration module participates in the name alert subsystem of RMS and MFR. This module is not state specific for all states.

Part Number: RMS-INTELLIGENCE-T1

Description: INTELLIGENCE MODULE

Long Description: The RMS Intelligence module allows tracking of a master intelligence investigation and associate multiple activities associated with the master investigation. Activity records accommodate activity types such as surveillances, drug buy/sales, etc. Each activity contains related names, vehicles, and master phone database entries. Intelligence participates in the notification subsystem, system attachments, and the involvement subsystem. Enhanced security exists, hiding involvement summary from users not authorized to access the Intelligence module components.

Part Number: RMS-ORD-T1

Description: ORDINANCE MODULE

Long Description: This module will capture information related to the issuance of local ordinances violations. Records entered into the Ordinance module are non-reportable offenses in terms of UCR and IBR data submission.

Part Number: RMS-QTRMSTR-T1

Description: QUARTERMASTER MODULE

Long Description: The Quartermaster module facilitates tracking inventory maintenance for agency definable property items issued by the agency. The module has both an inventory maintenance component and an ordering user interface, allowing individual officers to request specific equipment needs. Inventory items may include disposable (or issue-once) items such as t-shirts and other clothing items or returnable, serialized property items such as weapons, bullet proof vests, etc. The module utilizes bar code technology to facilitate the order filling process, generate reports on items at or below reorder point, track historical inventory issuance per item, and track preferred vendor information for each item. SunGard's Barcoding licensed separately.

Part Number: RMS-SOFF-T1

Description: SEX OFFENDER MODULE

Long Description: This non-state specific module allows for the registration and agency reports of sex offenders. It allows for various classification levels and various re-registration rules.

Part Number: RMS-PROF-ADD-IMPL

Description: ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES

Long Description: Additional Professional Services--RMS Installation and Implementation

Up to 46 days of services related to installation and implementation of ONESolution RMS, including:

Initial RMS installation and configuration (3 days)

RMS planning, discovery, and project kick-off (2 days)

Conduct 3 data audits and system reviews (5 days)

Lead assisted build (5 days--4 days on-site, 1 day of SunGard preparation and follow-up)

Assist with testing and validation of converted data (10 days)

On-site Go Live Support (2 resources--AIC and Trainer-- @ 4 days)

Remote application configuration assistance (10 days)

Go Live preparation and Implementation Close-out Assistance (3 days)

Part Number: RMS-PROJ-MGNT

Description: PROJECT MANAGEMENT FOR RMS

Long Description: Includes professional services from SunGard for management oversight and coordination with the Customer's project management, SunGard's internal resources and any third party vendors. Includes coordinating with the customer's project manager all SunGard related deliveries such as application software, implementation services, and scheduling of SunGard's resources with the customer.

Part Number: RMS-MNT-TRN

Description: RMS MAINTENANCE TRAINING

Long Description: Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include selecting application settings and building code tables.

Class duration = up to 4 days on-site, plus class preparation/follow up.

SunGard recommends scheduling this training at company headquarters in High Point, NC. If Customer requests on-site training, the Customer is responsible for setting up a suitable training environment following guidelines provided by SunGard.

Part Number: RMS-USR-TRN

Description: RMS USER TRAINING

Long Description: Training for end-users (10 people max.) on base RMS. Topics include navigation, data entry, searching, and reporting.

Class duration = up to 4 days on-site, plus class preparation/follow up.

Part Number: RMS-PROF-ADD

Description: RMS POWER USER TRAINING

Long Description: RMS Power User Training

RMS User training for key personnel. 4 classroom days plus 1 day of SunGard trainer preparation and follow-up

Part Number: RMS-DET-TRN

Description: RMS TRAINING FOR DETECTIVES

Long Description: RMS User Training for Detectives

Two 2-day RMS User training classes focusing on Case Management, Investigator Dashboard, and other tools used by investigators.

Also includes 1 day of trainer preparation and follow-up.

Part Number: RMS-OVR-TRN

Description: RECORDS MANAGEMENT SYSTEM OVERVIEW TRAINING

Long Description: RMS Overview Training

Two 2-day RMS overview training classes for administrative and/or specialty module users. Also includes one day of SunGard trainer preparation and follow-up. Maximum participants = 10

Part Number: RMS-ADD-TRN

Description: RMS ADD-ON MODULE USER TRAINING

Long Description: RMS Add-on Modules and Course Durations (in days):

P&E training and bar-code install (2 days)

Quartermaster training and bar-code installation (1 day)

CA (.5)

LA (.5)

Crimestoppers (.5)

Fel reg (.5)

Intell (.5)

ordinance (.5)

accident (.5)

Notifications (.5)

Canine (.5)

An Con (1)

Sex Off (.5)

Bike (.5)

RSW (.5)

Training (.5)
Crime Analysis Plus (2.5)
Calls for Service (.5)

Part Number: RMS-PGL-TRN
Description: RMS FOLLOW-UP TRAINING
Long Description: RMS Follow-up Training
Four one-day post go live refresher training classes on RMS. Also includes one day of SunGard trainer preparation and follow-up.

Part Number: MCT-BMS-SITE
Description: BASE MOBILE SERVER SOFTWARE WORKSTATIONS SITE LICENSE TO INCLUDE:

MCT-MFR-REVIEW - REVIEW MODULE FOR FIELD REPORTING
MCT-MFR-MBLN-CLIENT - MOBLAN VERSION

Long Description: BASE MOBILE SERVER SOFTWARE WORKSTATIONS SITE LICENSE TO INCLUDE:

MCT-MFR-REVIEW - REVIEW MODULE FOR FIELD REPORTING
MCT-MFR-MBLN-CLIENT - MOBLAN VERSION

Server license of SunGard's Mobile Server Software to support Mobile Units registered on the Message Switch. Mobile Server processes all mobile inquiries to SunGard's CAD and RMS databases.

Part Number: MCT-MFR-REV-T9
Description: REVIEW MODULE FOR FIELD REPORTING WORKSTATIONS
Long Description: The Field Review Module allows officers to submit reports wirelessly (via the RF Network) for supervisor review. The supervisor may then approve the report or deny the report and return the report (via the RF Network) to the officer for correction. Once approved, the reports are wirelessly submitted to the agency's RMS.

Part Number: MCT-CLIENT-T9
Description: MCT CLIENT - DIGITAL DISPATCH
Long Description: Workstation license for the application software for the mobile unit allows the unit to receive and transmit digital (silent) dispatching, car-to-car and car-to-console messaging, premises and call information, magstripe reading (where available). It also performs local, State and NCIC queries, and receives search information and mugshots from RMS.

Any additional hardware must be purchased separately.

Part Number: MCT-MAP-T9
Description: MCT CLIENT - MAPS
Long Description: Provides the ability for officers to view maps, automatically display the location of a CAD event, and view multiple layers of the same map available in CAD. Maps also allows officers the ability to pin map mobile search results.

This module is a prerequisite for SunGard's Automatic Vehicle Locator (AVL) Module.

Part Number: MCT-MFR-OFF-T9
Description: MFR CLIENT - BASE INCIDENT/OFFENSE
Long Description: The Incident/Offense Module provides the ability for officers to enter Incident Reports, Supplement Reports and Field Contacts on the mobile unit. Officers can also perform basic IBR or UCR edits on Incident Reports.

Part Number: MCT-MFR-MBLN-CLIENT-T9
Description: MFR CLIENT- MOBLAN VERSION
Long Description: Provides the ability for the officer to enter Incident Reports, Supplement Reports, Field Contacts and Supervisory Review on the agency's RMS LAN. Officers can also perform basic IBR or UCR edits on Incident Reports.

Part Number: MCT-AVL-HOST-T9
Description: AVL SERVER HOST LICENSE
Long Description: This is the CAD Server License of SunGard OSSI's Automatic Vehicle Locator (AVL) software.

Part Number: MCT-AVL-CLIENT-T9
Description: MCT CLIENT - AVL
Long Description: SunGard OSSI's Automatic Vehicle Locator (AVL) software for the mobile computer allows the user to have a "moving map display" in the vehicle and transmit their location back to CAD. CAD users are able to display and track vehicles equipped with SunGard OSSI's AVL.

Part Number: MCT-MFR-ARREST-T9
Description: MFR CLIENT - ARREST

Long Description: The Arrest Module allows officers using SunGard's Mobile product to capture arrest data which is transferred to SunGard's standard Arrest Module in RMS.

The arrest report can be printed in the car. Printer hardware is not included.

In some states, this Module does reproduce the state form and can print in the car.

Part Number: MCT-MFR-ACC-T9

Description: MFR CLIENT - ACCIDENT REPORTING

Long Description: Allows officers using SunGard's Mobile product to prepare traffic crash reports in the field. Accident diagram capability may be added by purchasing SunGard's crash wizard and Microsoft Visio.

Part Number: MCT-MFR-CANINE-T9

Description: MFR CLIENT - CANINE

Long Description: This module is designed to collect information related to activities where a K-9 team has become involved. This module participates in the existing RMS security model, allowing the customer to assign user access rights to the K-9 module. Multiple K-9 activities may be associated with one K-9 record. The module will allow for collection of both "training" and "working" activities. "Working" activity is defined as non-training events where the K-9 team has become involved. The K-9 tracking module participates in the involvement subsystem by establishing involvements between a valid Incident report record and the K-9 record linked by a common case number. An involvement will also be created to the master location record associated with the K-9 activity.

Part Number: MCT-PROF-ADD-IMPL

Description: ADDITIONAL PROFESSIONAL SERVICES

Long Description: Additional Professional Services--Mobile Applications (MCT, MFR) and Message Switch Installation and Implementation

Up to 37 days of services related to installation and implementation of MCT, MFR, and message switch, including:

Initial MCT installation, configuration, and Mnt. Training, install digital dispatch client (4 days)

Initial Message Switch installation and configuration (2 days)

MCT vehicle Installation (20 days - 2 resources @ 10 days each)

Initial MFR Installation and configuration (2 days)

On-site Go Live support (2 resources @ 4 days)

Post Go Live close-out assistance (1 day)

Part Number: MCT-PROJ-MGNT

Description: PROJECT MANAGEMENT SERVICES

Long Description: Includes professional services from SunGard for management oversight and coordination with the Customer's project management, SunGard's internal resources and any third party vendors. Includes coordinating with the Customer's Project Manager all SunGard related deliveries such as application software, implementation services, and scheduling of SunGard's resources with the Customer.

Part Number: MFR-MNT-TRN

Description: MOBILE FIELD REPORTING MAINTENANCE TRAINING

Long Description: Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include setting up the MFR application on the server and laptops, report submission and approval, and key interactions with RMS. Class duration = up to 2 days on-site, plus class preparation/follow up.

Part Number: MCT-PROF-ADD

Description: MCT/MFR POWER USER TRAINING

Long Description: MCT/MFR Power User Training

Hands-on product instruction for power users on ONESolution MCT & MFR. 3.5 classroom days, plus one day of preparation and follow-up. 10 participants maximum.

Customer is responsible for providing, setting up, and testing appropriate computer classroom environment.

Part Number: MCT-PROF-ADD

Description: MCT/MFR USER TRAINING

Long Description: MCT/MFR User Training

Hands-on product instruction on ONESolution MCT & MFR. 3.5 classroom days, plus one day of preparation and follow-up. 10 participants maximum.

Part Number: MCT-PROF-ADD

Description: POST GO LIVE CSO MCT/MFR USER TRAINING

Long Description: Post Go Live CSO MCT/MFR User

Post go live training for MCT/MFR. 3.5 days total plus 1 day trainer preparation and follow-up. 10 participants per class maximum.

Part Number: MCT-PROF-ADD

Description: MCT/MFR FOLLOW UP TRAINING

Long Description: MCT/MFR Follow-up Training

Post go live refresher training for MCT/MFR.

3.5 days total plus 1 day trainer preparation and follow-up. 10 participants per class maximum.

Part Number: MCT-SWI-T2

Description: STATE/NCIC MESSAGING SOFTWARE

Long Description: The Message Switch software includes a query interface from the SunGard Application to the State computer system and to the FBI/NCIC system via the state system.

The Message Switch will allow for the following functions:

- Workstation-to-Workstation messaging
- State/NCIC query interface directly from the Data Entry window
- Responses from the State will come back to the user in the message queue

The Message Switch must run on Windows 2000 Server or higher, not a Workstation, due to Client Access License limitations of the workstation. The Message Switch supports basic State/NCIC queries. All State/NCIC data entry functions must be performed with state supplied software or technology.

Part Number: INT-P2C

Description: POLICE 2 CITIZEN

Long Description: Police to Citizen (P2C) is an Internet based application for citizens to search information posted by the agency. Citizens can search accident reports, view daily bulletin and missing persons, view the Customer's calendar of events, and report basic incidents. This application is easily customizable to the Customer's preference, allowing the agency to quickly change graphics and the information that is displayed on the portal.

This application must run on a dedicated server with no other applications. Must include a server that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard's Technical department will provide server specs and pricing as needed.

Part Number: INT-PROF-ADD-IMPL

Description: ADDITIONAL PROFESSIONAL SERVICES-INTERNET APPLICATIONS INSTALLATION AND IMPLEMENTATION

Long Description: Up to 9 days of services related to installation and implementation of ONESolution P2C, P2P, and Dashboard, including:

- Initial installation and configuration of P2C (3 days)
- Initial installation and configuration of P2P (1 day)
- Initial installation and configuration of ONESolution Dashboard (3 days)
- Configuration assistance and go live preparation for internet applications (2 days)

Part Number: INT-PROF-ADD

Description: ADDITIONAL PROFESSIONAL SERVICES-INTERNET APPLICATION TRAINING

Long Description: P2C Administrator Training (1 day)

P2P training (1/2 day)

ONESolution Dashboard Administrator and User Training (1.5 days)

All internet application training is conducted by instructor-led webinar

Part Number: INT-PROJ-MGNT

Description: PROJECT MANAGEMENT SERVICES FOR INTERNET APPLICATIONS

Long Description: Includes professional services from SunGard for management oversight and coordination with the Customer's project management, SunGard's internal resources and any third party vendors. Includes coordinating with the customer's project manager all SunGard related deliveries such as application software, implementation services, and scheduling of SunGard's resources with the customer.

Part Number: JMS-BASE-SITE

Description: JAIL MANAGEMENT SYSTEM MODULE WORKSTATION SITE LICENSE TO INCLUDE:

JMS-BASE - JAIL MANAGEMENT SYSTEM

JMS-MS DISPLAY - MUGSHOT DISPLAY SOFTWARE

Long Description: JAIL MANAGEMENT SYSTEM MODULE WORKSTATION SITE LICENSE TO INCLUDE:

JMS-BASE - JAIL MANAGEMENT SYSTEM

JMS-MS DISPLAY - MUGSHOT DISPLAY SOFTWARE

JAIL MANAGEMENT BASE SYSTEM INCLUDES:

- On Line Booking (Intake)
- Central Names Interface
- Automated Wants and Civil Checks
- Initial Inmate Screening - Medical and Suicide
- Risk Assessment
- Arrest Information
- Bond Information
- Property Management
- Integration with Mugshot System
- Inmate Tracking
- Court List Generation
- Scheduled Events Management (Court, Medical Appointment, etc.)
- Holds
- Facility Capacity Agency and Occupancy
- Inmate Cash Accounts
- Payment History
- Medical Cost Tracking

Criminal History

Part Number: JMS-INT-STATE-LIVESCAN

Description: STATE LIVESCAN INTERFACE

Long Description: This is SunGard's LiveScan (CardScan) interface module. This interface passes the arrest portion of the booking record from SunGard's application software to the LiveScan (CardScan) device to eliminate redundant data entry. The LiveScan device must be on the local LAN, and based on state requirements, this may require the Customer to install a second NIC in the LiveScan device. SunGard has not included the cost for that card or service for the second NIC installation. Listed below is an inventory of Customer's responsibilities:

Customer is responsible to provide network connection for the LiveScan device to the State Agency.

The Customer must verify that the LiveScan vendor has the LiveScan computer set up to receive demographics transfer. In most cases the LiveScan vendor charges for these services and for the associated interface software. These are all the responsibilities of the Customer and are not included in this Proposal/Contract.

Customer must be able to "ping" the LiveScan device on the Windows 2000, or higher, network prior to SunGard delivering the LiveScan Interface Software.

Customer must provide a toll-free number, IP address, user login name and user password to access the LiveScan network using TCP/IP.

Customer must provide all hardware, modem, PC, phone lines and any other required equipment or software to connect to the associated State Department for the LiveScan Interface.

Customer must have completed and certified the above mentioned items. Customer is responsible for all technical resources to meet these requirements.

Customer must coordinate with the State departments to support these efforts and testing these interfaces.

If multiple trips are required because the Customer or other involved party did not complete their tasks, the Customer will be required to reimburse SunGard for the additional travel and living expenses.

SunGard OSSI is only providing SunGard OSSI's software and related implementation services.

Part Number: JMS-INT-VINE

Description: JMS VINE INTERFACE

Long Description: This interface allows participation in the nationwide VINE (Victim Information Notification Everyday) network. Complete inmate records are sent to VINE on a schedule determined by the agency. This timely reporting ensures the current inmate information is always available to the VINE program.

Part Number: JMS-HH-WATCH

Description: HAND HELD SPECIAL WATCH MODULE

Long Description: This module extends the usability of the JMS special watch module, allowing correction officers to record special watch observations away from a workstation. With the handheld interface, special watch records can be downloaded to the handheld device. Once special watch observations are completed, they can be uploaded into the JMS special watch module observation log as permanent record.

This requires an approved Pocket PC device. Please consult product management to determine approval of the specific Pocket PC device desired to be used.

Part Number: JMS-PROF-ADD-IMPL

Description: ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES

Long Description: Additional Professional Services--JMS Installation and Implementation

Up to 17 days of services related to installation and implementation of ONESolution JMS, including:

Initial discovery, planning, kick-off (2 days)

Initial JMS installation and configuration (1 day)

Assisted build (3 days)

Conduct 1 data audit and system review (1 day)

On-site Go Live Support (1 resource @ 4 days)

Remote Application configuration assistance (5 days)

Post Go Live Close-out Assistance (1 day)

Part Number: JMS-PROJ-MGNT

Description: PROJECT MANAGEMENT

Long Description: Includes professional services from SunGard for management oversight and coordination with the Customer's project management, SunGard's internal resources and any third party vendors. Includes coordinating with the customer's project manager all SunGard related deliveries such as application software, implementation services, and scheduling of SunGard's resources with the customer.

Part Number: JMS-MNT-TRN

Description: JMS MAINTENANCE TRAINING

Long Description: Training for key personnel and system administrators (4-6 people max.) responsible for system configuration (including setting codes to reflect agency business practices) and maintenance. Class duration = up to 2 days on-site, plus class preparation/follow up.

SunGard recommends scheduling this training at company headquarters in High Point, NC. If Customer requests on-site training, the customer is responsible for setting up a suitable training environment following guidelines provided by SunGard.

Part Number: JMS-USR-TRN

Description: JMS USER TRAINING

Long Description: Training for end-users (10 people max.) on base JMS. Topics include navigation, data entry, searching, and reporting. Class duration = up to 3 days on-site, plus class preparation/follow up.

Part Number: JMS-PGL-TRN

Description: JMS FOLLOW-UP TRAINING

Long Description: JMS User Refresher

One three-day end-user refresher class, plus one day of SunGard trainer preparation and follow-up.

Part Number: CAD-CUST-MOD

Description: CAD CUSTOM MODIFICATION - MAS ALARM MONITORING SYSTEM

Long Description See SOW attached hereto.

All costs provided by SunGard regarding new development or modifications are costs for SunGard's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard's pricing.

Part Number: CAD-PROJ-MGNT

Description: CAD PROJECT MANAGEMENT FOR MAS ALARM MONITORING INTERFACE

Long Description: Project Management includes oversight of release management, delivery and associated issue resolution.

Part Number: CAD-PROF-ADD-IMPL

Description: ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES

Long Description: Includes implementation services for MAS Alarm Monitoring System interface

Part Number: RMS-CUST-MOD

Description: RMS CUSTOM MODIFICATION - OCATS/CLETS INTERFACE

Long Description: See SOW attached hereto.

All costs provided by SunGard regarding new development or modifications are costs for SunGard's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard's pricing.

Part Number: RMS-PROJ-MGNT

Description: PROJECT MANAGEMENT FOR OCATS INTERFACE

Long Description: Project Management includes oversight of release management, delivery and associated issue resolution.

Part Number: RMS-PROF-ADD-IMPL

Description: ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES

Long Description: Includes implementation services for OCATS Interface

Part Number: RMS-PROJ-MGNT

Description: PROJECT MANAGEMENT FOR CLETS INTERFACE

Long Description: Project Management includes oversight of release management, delivery and associated issue resolution.

Part Number: RMS-PROF-ADD-IMPL

Description: ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES

Long Description: Includes implementation services for CLETS Interface

Part Number: RMS-PROJ-MGNT

Description: PROJECT MANAGEMENT FOR RMS

Long Description: Project Management includes oversight of release management, delivery and associated issue resolution.

Part Number: RMS-PROF-ADD-IMPL

Description: ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES

Long Description: Includes implementation services for the COPLink Interface

Part Number: RMS-CUST-MOD

Description: RMS CUSTOM MODIFICATION - ORANGE COUNTY BOOKING FORMS

Long Description: See SOW attached hereto.

All costs provided by SunGard regarding new development or modifications are costs for SunGard's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard's pricing.

Part Number: RMS-CUST-MOD

Description: RMS CUSTOM MODIFICATION - COPLink WARRANT QUERY

Long Description: See SOW attached hereto.

All costs provided by SunGard regarding new development or modifications are costs for SunGard's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard's pricing.

Part Number: RMS-PROJ-MGNT
Description: PROJECT MANAGEMENT FOR RMS
Long Description: Project Management includes oversight of release management, delivery and associated issue resolution.

Part Number: RMS-PROF-ADD-IMPL
Description: ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES
Long Description: Includes implementation services for Orange County Booking Forms

Part Number: CAD-PROF-ADD
Description: CAD DATA CONVERSION
Long Description: SunGard will convert data from the customer's Northrop Grumman CAD database into the following modules within SunGard's ONESolution CAD: Event History (6 to 18 months) and Sites. All quoted prices are based on the assumption data will be supplied by the Customer in one of four data formats: SQL database, Access database, Excel spreadsheets, or a delimited text files.

SunGard will convert data elements from the legacy database into corresponding SunGard data tables. New data fields will not be created in SunGard's database to match data elements in the legacy system. The specific scope of services will be controlled by the terms of a separately executed statement of work.

Part Number: RMS-PROF-ADD
Description: RMS DATA CONVERSION
Long Description: SunGard will convert data from the customer's Northrop Grumman RMS database into the following modules within SunGard's Records Management System: Names, Incident (includes associated property, vehicles and narratives), Arrest, Case Management for active cases, Evidence, Citation, Accident, Pawn, Field Contact, Employee (includes training and skills), Tow History and Bike Registration.

SunGard will also perform a one-time import to attach mugshot images to the corresponding master name record converted from the Northrop Grumman database. The agency must provide the index linking the image to the name record.

SunGard will convert data elements from the legacy database into corresponding SunGard data tables. If there is no corresponding SunGard data element for a particular legacy data element, the legacy data may be loaded into the appropriate module notes field when it makes sense to do so. New data fields will not be created in SunGard's database to match data elements in the legacy system.

SunGard will work with the customer to determine whether the data is to be converted into an archive or production instance of SunGard's RMS. The specific scope of services will be controlled by the terms of a separately executed statement of work. All quoted prices are based on the assumption data will be supplied by the Customer in one of four data formats: SQL database, Access database, Excel spreadsheets, or a delimited text files.

Part Number: RMS-PROF-ADD
Description: MANAGEMENT, QA AND TESTING FOR DATA CONVERSIONS
Long Description: Additional professional services provided by SunGard's relating to management, QA and testing of data conversions

Pay Agency and related Pay Agency services

Part Number: HWR-SERV-BSE
Description: Dell Blade Server Enclosure
Long Description: Dell PowerEdge M1000E Blade Server Enclosure
- Redundant Chassis Management Controller
- CMC Extended Storage Card
- PowerConnect M8024 SFP+ Module
- (24) 10GbE SFP+ Short-Range Optic
- Redundant Ethernet Switch Configuration
- Serial I/O Management Cable, for Ethernet Blade Switches
- Redundant Power Supplies (3+3, 2700W) High Efficiency, M1000e Blade Chassis
- (3) Power Cords, 2FT C19/C20
- Altiris Deployment Solution for up to 16 PE M1000e Blades
- Avocent Integrated KVM Analog Switch Module
- Rack Chassis w/Rapid Rails
- PDU, 30A, 208V, (21)C13, (6)C19, Vertical, with L6-30P 3m attached input cord
- 5 Year ProSupport 4HR 7x24 Onsite: Mission Critical Package

Part Number: HWR-SERV-VM-BLD
Description: Virtual Host Server
Long Description: Dell PowerEdge M620 Blade Server
- (2) Intel® Xeon® E5-2650 2.00GHz 8-Core CPU
- 96GB RDIMM (12x8GB), 1333 MT/s, Low Volt, Dual Rank, x4 Data Width
- PERC H310 Controller
- Serial-Attach SCSI Backplane for M620
- (1) 146GB 15K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive

- (2) 2GB SD Card For RIPS (Redundant)
- Broadcom 57810-k Dual port 10Gb KR Blade Network Daughter Card
- Intel® X520-T2 10GbE NIC, Dual Port, Copper (SAN)
- High Output Power Supply, Redundant, 717W
- (2) NEMA 5-15P-C14 Wall Plug, 125V, 15A, 10 Ft. Power Cords for Redundant PSUs
- (2) C13 to C14, PDU Style, 12 AMP, 13 Ft., Power Cords for Redundant PSUs
- 12G iDRAC7 Enterprise for Blades
- DVD ROM, SATA, Internal
- Sliding Ready Rails With Cable Management Arm
- Rack Bezel
- 5 Year ProSupport 4HR 7x24 Onsite: Mission Critical Package

 Part Number: HWR-SAN-DELL

Description: Dell Compellent Storage Expansion

Long Description: Dell Compellent Storage Enclosure

- (1) Drive Enclosure, SAS, 6Gb, 2.5" 24-bay
- (18) 300GB, SAS, 6Gb, 15K HDD (Apps/SQL DBs)
- (6) 1TB, SAS, 2.5" 6Gb, 7K HDD (VMDK Files)
- (4) 2M SAS Cable
- (2) 0.5M SAS Cable
- (2) C13-C14, PDU, 12AMP, 6 FT, Power Cord
- Keep Your Hard Drive Option

Storage Center Expansion License

Dell SAN Implementation Services

5-Yr. 24x7 Support

 Part Number: HWR-SAN-SWITCH

Description: Dell SAN Switch

Long Description: Dell PowerConnect M8024-k Managed Switch

- (24) 10GbE Ports, Redundant
- 5 Year ProSupport 4HR 7x24 Onsite: Mission Critical Package

 Part Number: THP-VMWARE-ESSPLS-PD5

Description: vSphere 5 Essentials Plus Kit Production Support - 5Yr

Long Description: VMware vSphere v5.1 Production SnS for Essentials Plus Kit - 5 years.

 Part Number: THP-VMWARE-ESSPLS

Description: VMware vSphere 5.1 Essentials Plus Kit

Long Description: VMware vSphere 5.1 Essentials Plus Kit for 3 host servers with up to two processors. This license includes the following:

- vSphere Hypervisor
- vCenter Operations Manager Foundation
- High Availability
- vMotion
- Data Protection
- vShield Endpoint
- vSphere Replication

 Part Number: THP-MS-WINSVRDCNTR

Description: Windows Server 2012 Datacenter Edition

Long Description: Microsoft Windows Server 2012 Datacenter edition license for two processors. This version entitles the customer to deploy single operating system in a physical environment or an unlimited number of VMs on up to two processors licenses.

Currently, only Windows Server 2008 is supported with the SunGard Applications. The Windows Server Datacenter 2012 license provides downgrade rights and 2008 will be the version installed for the project.

 Part Number: THP-MS-SQLSTD-2CORE

Description: Microsoft SQL Server 2012 Standard Edition 2-CPU Core License

Long Description: Microsoft SQL Server 2012 Standard Edition 2-CPU Core license for unlimited SQL connections. Physical servers will need licenses equivalent to the number of cores on all Processors.

Dedicating 6 cores (1 processor) for SQL

 Part Number: TCH-INSTALL-VM

Description: Implementation Services for Virtualization Software

Long Description: SunGard's VMware Implementation Services include:

- Uncrating/racking/powering the hardware where necessary
- VMware deployment and configuration
 - Install ESX & vCenter
 - Plan/configure networking
 - Plan/configure datastores
- Virtual guest deployment (installing Windows, patching, etc.)

SunGard will install and configure all software on the Servers per the contract agreement.

Part Number: HWR-P&E-HWRKIT

Description: P&E Bar-Coding Kit

Long Description: Property and Evidence Barcode Scanning Solution

- (1) Unitech PA500e Windows Mobile PDA with Barcode Scanner
- (1) Unitech PA500e Device Cradle
- (1) Symbol LS-2208 Handheld USB Wedge Scanner
- (1) Sato Model CG408 Label Printer with Paper, Ribbon and USB cable
- (1) Topaz Systems SignatureGem LCD 4X3 Signature Pad

Part Number: TCH-INSTALL-BRCD

Description: Implementation Services for Bar Coding Hardware

Long Description: Installation and configuration of SunGard's OSSI Bar Coding Hardware.

Part Number: HWR-PDA-PA500

Description: Standard Handheld Application Device

Long Description: Unitech PA500e

- Marvell PXA320 806MHz
- Windows Embedded Handheld 6.5
- 256MB SDRAM
- 512MB Flash ROM
- Bluetooth® 2.0 Wireless Connections
- 3.5-inch QVGA TFT LCD Touch Screen
- 6 keys + 1 navigation cursor
- 1D Laser Scanner
- AC Power Supply
- USB Cradle and Charging Cable
- 2200 mAh 3.7 V Rechargeable Li-ion Battery
- 3-Yr Comprehensive Coverage (Battery and Cradle Included)

Part Number: THP-MS-VISIO

Description: Microsoft Visio 2010 Standard Edition

Long Description: Visio 2010 Standard Edition for in-depth technical diagrams and drawings. Required as an interface to the OSSI Accident Wizard.

Part Number: TCH-INSTALL-ONSITE

Description: On-Site Installation for Application Servers

Long Description: The SunGard Onsite Implementation Services include:

- Configuration of hardware on the customers network and domain
- Final third party application configurations
- Admin Review and training to cover all hardware and software configurations.

This Agreement is based on the assumption that a Windows 2003 or higher Domain is already in place and functional. If this is not the case, the Customer is required to provide all necessary equipment and services for such implementation.

All implementation services are billed on a daily basis. If SunGard provides less than a day of service, it will be billed at the full daily rate. Services do not include Travel and Living.

Part Number: HWR-BACKUP-RCK

Description: Rack Mount Data Backup Solution

Long Description: PowerVault TL2000 LTO-6 TBU Autoloader

- (1) LTO-6 Tape Drive
- iSCSI Controller Card and Cable
- (1) LTO-6 Media 10 Pk
- (1) LTO Tape Lables 60 Pk
- Rapid Rails for Dell Rack
- 5Yr. ProSupport 7x24 (Next Business Day Onsite)

Part Number: THP-SYM-BKPEXEC

Description: Symantec Backup Exec™ 2012 for Windows Servers

Long Description: Base data backup and recovery software. Provides centralized administration and management of backup and recovery functions for the entire network. Includes support for years 1-5.

Part Number: THP-SYM-VMAGT

Description: Symantec Backup Exec™ 2012 Agent for VMware with first year of support

Long Description: Provides complete protection of VMware virtual machines with Host-level backup, powered by Symantec's V-Ray technology. The agent enables one-click recovery at the virtual machine, virtual disk, application, file/folder level and even granular objects from that same single image-level backup without restoring the entire virtual machine. Protects an unlimited number of VMware guest virtual machines per host. Backup options include:

- Full virtual machine backup
- Individual VMDK and VHD files

- Applications and databases
- Individual Files and Folders
- Granular data from virtualized Applications including; Exchange, SQL, SharePoint and Active Directory*
- Verify the recoverability of VM backups
- vSphere vStorage API's Integration
- Support for disk and tape storage environments

Includes support for years 1-5

* The required agent for Applications and Databases is not included in this proposal because it is out of scope for this project.

 Part Number: THP-SYM-MEDIA

Description: Symantec Backup Exec™ 2012 and Agents Media Kit

Long Description: Media Kit for Symantec Backup Exec 2012 software and its agents.

 Part Number: TCH-INSTALL-BKUP

Description: Implementation Services for Data Backup Solution

Long Description: Installation of the Data Backup Solution components.

The Data Backup Solution is to be installed on a customer designated backup server. SunGard recommends using a domain controller or a file and print server and not a SunGard OSS! Application server.

 Part Number: THP-PAGEGATE

Description: PageGate Network Paging Software

Long Description: PageGate Software is a third party product provided by NotePage, Inc., that allows for multiple paging service providers to be used with SunGard's ONESolution CAD Paging Module. This package includes a 5,000 users license and the command Line ASCII Front End.

The Customer is responsible for the following:

- Providing a Com Port with modem and a dedicated phone line
- Paging providers must support TAPI protocol
- Obtain paging service from one or more providers
- Obtain the access numbers for sending alpha pages to the different paging providers
- Verifying TAPI protocol support from all page providers
- Build and configure all pagers inside of PageGate
- Build and configure pagers with units in CAD
- Consideration to group paging should be considered to reduce paging time

SunGard is not responsible for the warranty or maintenance of this product. The manufacturer's warranty applies.

Number of Software Supplements Attached: 3

SUNGARD PUBLIC SECTOR TRAVEL EXPENSE GUIDELINES

SunGard Public Sector will adhere to the following guidelines when incurring travel expenses:

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

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

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

LODGING – Reasonable lodging accommodations are reimbursable, up to \$125 per night. If, depending on the city, reasonable accommodations cannot be secured for \$125 per night, Customer's prior approval will be required. Upon request by Customer, the hotel receipt received upon departure will be submitted for reimbursement. All food items, movies, and phone/internet charges are not reimbursable.

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

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

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the client site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable for hotel stays longer than four days while at the client site. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS

\$52.00 per day Standard Per Diem

\$10.40 – Breakfast

\$13.00 – Lunch

\$28.60 – Dinner

OCATS/CLETS Interface

(Orange County Automated Telecommunications Systems/ California Law Enforcement
Telecommunications System)

Provided to: City of Costa Mesa

Executive Summary

Customer has requested that SunGard provide a Scope of Work (SOW) to undertake the application of a software development project more fully described herein (also referred to as “work” or “project” or “implementation”).

The purpose of this document is to provide a written SOW for this project that defines all SunGard deliverables, criteria for acceptance, resulting annual maintenance, hardware and infrastructure requirements, implementation schedule and other implementation considerations.

Items, features or functionality not specifically included in this document shall be considered outside of the SOW. Any future change will require a written Change Order approved by both parties, shall be subject to additional charges, and will likely have an impact on the implementation schedule. Change Orders shall not delay the implementation, acceptance, or payment in full of the accepted base functionality proposed within this document.

Please refer to the Section entitled, “Parties Responsibilities” which documents each party’s responsibilities, any project dependencies and other important related issues.

SunGard is providing the implementation services related to the application software only to meet the specifications contained in this SOW. All other components required for a successful implementation are the responsibility of the Customer.

Parties Responsibilities

Customer Responsibilities

Software / Hardware

The Customer is responsible for providing the following:

1. All equipment, system software and other components to meet the needs of this project.
2. All required hardware, cable and connectors and personnel to facilitate installation thereof.

Infrastructure

Customer shall assign a full-time primary System Administrator (SA) and a backup System Administrator. This primary System Administrator will be SunGard's contact for all operational issues that require SunGard support. In addition, the Customer's System Administrators shall provide first line support to their own users for all application software.

Customer Testing

Customer agrees to participate in a test period requiring Customer to test functionality outlined in the SOW. In addition, Customer understands that the customer test release version may also contain other new and unrelated development items that are also in a customer test stage.

SunGard Responsibilities

1. Provide the Customer with this detailed SOW for the proposed work.
2. Deliver related application software/utilities to meet the specifications agreed upon in the detailed SOW.
3. Provide a project manager and assigned staff for the project.
4. Provide a Quality Assurance Representative to serve as the point person for technical issues associated with this SOW.

Specifications

SunGard will provide the following to meet the needs of the Customer:

1. As part of SunGard's State/NCIC (National Crime Information Center) Messaging Software line item, SunGard will develop a state/NCIC query interface for California.
2. This interface will support a basic set of query transactions for
 - a. Driver's License
 - b. Wanted Person
 - c. Vehicle
 - d. Boat
 - e. Article/Property
 - f. Gun
 - g. Criminal History
 - h. Administrative Message

3. The query transactions listed in specification #2 above will be accessible from CAD, MCT, and RMS. Please see Appendix A for more details.
4. This interface will support the Entry/Modify/Delete set of transactions to OCATS for
 - a. Vehicle
 - b. Serialized Property
 - c. Missing Persons
 - d. Guns
5. The Entry/Modify/Delete transactions listed in specification #4 above will be accessible from RMS (Records Management System). See Appendix A for more details.
6. Appendix A contains a list showing which query and Entry/Modify/Delete transactions will be accessible from specific products. Only the transactions **marked** in Appendix A are being provided as part of this scope of work.
7. SunGard will work with the County NCIC broker, ELETE ([Enhanced Law Enforcement Terminal Emulator](#)), to develop the interface that will connect to the county and state systems and properly format the queries listed above based on their requirements.

Requirements and Assumptions

1. SunGard is providing the above listed basic set of query transactions.
2. Additional transactions can be built by SunGard in packages of 10 transactions at the cost of \$7,000 per pack of 10. A list of any additional transactions would be provided by the Customer.
3. All hardware/network connectivity between the Customer's message switch and Orange County is the responsibility of the Customer.

Training

End User training for this project will be provided as part of the training services listed in the Agreement.

Pricing

SunGard will perform its responsibilities under this SOW for the fee defined in Exhibit 1 of the Agreement. Annual Maintenance will be as provided in the Software Maintenance Agreement for the fees described therein.

Testing and Acceptance

SunGard shall give written notice to Customer certifying that installation of the interface at the installation site is completed. Customer will notify SunGard in writing of its acceptance or non-acceptance of the interface within thirty (30) days (or such longer period as may be reasonable under the circumstances, but in no event longer than sixty (60) days) after receipt of SunGard's written notice certifying the completion of installation. Any notice of non-acceptance must be reasonably made in good faith and based upon non-performance in accordance with the SOW. Upon receipt of such notice of non-acceptance, SunGard shall investigate the reported failure. Customer shall assist SunGard in its efforts to diagnose, reproduce and if necessary correct the failure. If Customer fails to give written notice after sixty (60) days, the interface will be deemed accepted.

If SunGard cannot correct the failure within thirty (30) days (or such longer period as may be reasonable under the circumstances) after receipt of Customer's notice of non-acceptance, then Customer shall promptly return to SunGard all copies of the interface software and SunGard shall then refund to Customer the custom modification fees paid by Customer. If, within such period, SunGard does correct the failure, then SunGard shall give written notice to Customer certifying that the failure has been corrected, and another thirty (30) day (or such longer period as may be reasonable under the circumstances, but in no event longer than sixty (60) days) acceptance period shall begin in accordance with these provisions.

Appendix A – OCATS/CLETS Transactions

Transactions listed below marked with ● are the only transactions provided as part of this SOW. Transactions that are not explicitly marked are listed just as a reference that they could be chosen at a later time for additional cost.

OCATS

AWSS (Automated Warrant Service System)						
Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
AWNAMQ	Inquiry	By Name	●	●	●	●
AWADRQ	Inquiry	By Address				
AWVEHQ	Inquiry	By License Plate	●	●	●	●
AWNUMQ	Inquiry	By Warrant File Number				
AWASGQ	Inquiry	By Assignment Information				
AWSRVU	Update	By Name				
AWASGU	Update	By Name				
AWMSGU	Update	By Name				
AWWPSU	Update	By Name				

● = Selected

OCSD (General Search)						
Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
OCNAMQ	Inquiry	By Name	●	●	●	●

● = Selected

AJS (Automated Jail System)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
AJNAMQ	Inquiry	By Name	●	●	●	●
AJNUMQ	Inquiry	By Booking Number				

● = Selected

LARS (Local Arrest Records System)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
LRNAMQ	Inquiry	By Name and DOB	●	●	●	●
LRNUMQ	Inquiry	By Identifier				
LRPERQ	Inquiry	By OC Number				
LRSUMQ	Inquiry	By OC Number				

● = Selected

JCS (Juvenile Contact System)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
JCAKAQ	Inquiry	By Alias				
JCNAMQ	Inquiry	By Name and DOB	●	●	●	●
JCNAMQ	Inquiry	By Moniker				
JCNUMQ	Inquiry	By identifier				

● = Selected

ACS (Automated Checks System)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
CHKINQ	Inquiry	By Name	●	●	●	●
CHKINQ	Inquiry	By Business				
CHKINQ	Inquiry	By Case Number				
CHKINQ	Inquiry	By Identifier				

● = Selected

Multi-Databases						
Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
QWA	Inquiry	By Name and DOB	●	●	●	●
QVE	Inquiry	By License Plate	●	●	●	●
QVI	Inquiry	By VIN	●	●	●	●

● = Selected

CLETS

Administrative						
Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
AM	Message	By Text	●	●	●	
FREE	Free	By Format	●	●	●	
YQ	Message	By Hit-Confirmation Request	●	●	●	
YR	Message	By Hit-Confirmation Response	●	●	●	

● = Selected

Article (IP and UP)						
Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
QA	Inquiry	By Serial Number By File Control Number By NCIC Number	●	●	●	●
QAH	Inquiry	By Serial Number	●	●	●	●
QAB	Inquiry	By Serial Number By OAN By OCA	●	●	●	●
QAK	Inquiry	By Serial Number By Name and DOB	●	●	●	●
QAM	Inquiry	By Serial Number By Name and DOB	●	●	●	●
QAN	Inquiry	By Name and DOB By Miscellaneous Number	●	●	●	●
EA	Enter	By Serial Number			●	
EAA	Enter	By Consecutively-Serialized Serial Number			●	
EP	Enter	By Serialized Pawn Information			●	

Article (IP and UP)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
EPN	Enter	By Non-Serialized Pawn Information			●	
MA	Modify	By File Control Number and OCA			●	
MAA	Modify	By File Control Number and OCA			●	
LA	Locate	By File Control Number and OCA			●	
		By Serial Number and NCIC Number			●	
		By OCA and NCIC Number			●	
		By OAN and NCIC Number			●	
LAA	Locate	By File Control Number and OCA			●	
		By Serial Number Range			●	
		By OCA			●	
CA	Clear	By File Control Number and OCA			●	
CAA	Clear	By File Control Number and OCA			●	
XA	Cancel	By File Control Number and OCA			●	
XAA	Cancel	By File Control Number and OCA			●	

● = Selected

Boat (IA and UA)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
QB	Inquiry	By Registration Number By Boat Hull Number By File Control Number By NCIC Number	●	●	●	●
BQ	Inquiry	By Registration Number By Boat Hull Number By Name	●	●	●	●
EB	Enter	By Registration Number By Boat Hull Number By Engine Number By OAN				
EBP	Enter	By Serial Number By OAN				
EBPW	Enter	By Registration Number By Boat Hull Number By Engine Number By OAN				
EBR	Enter	By Registration Number By Boat Hull Number By Engine Number By OAN				
EBRL	Enter	By Registration Number By Boat Hull Number By Engine Number By OAN				
EBS	Enter	By Registration Number By Boat Hull Number By Engine Number By OAN				
MB	Modify	By File Control Number and OCA				
MBA	Modify	By File Control Number and OCA				
LB	Locate	By File Control Number and OCA				
LBA	Locate	By File Control Number and OCA				
CB	Clear	By File Control Number and OCA				
CBA	Clear	By File Control Number and OCA				

Boat (IA and UA)						
Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
XB	Cancel	By File Control Number and OCA				
XBA	Cancel	By File Control Number and OCA				

● = Selected

Criminal History (IH)						
Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
QHA	Inquiry	By Name and DOB (or Age)	●	●	●	
QHN	Inquiry	By FBI Number By Social Security Number Operator's License Number By Department of Corrections Number	●	●	●	
QHP	Inquiry	By CII Number By Disposition Record Number	●	●	●	
QHY	Inquiry	By CII Number By Disposition Record Number	●	●	●	
QHC	Inquiry	By CII Number	●	●	●	
QHT	Inquiry	By CII Number By Disposition Record Number	●	●	●	
R.QH	Inquiry	By Name and DOB By FBI Number By Name and Miscellaneous Number By Name and Social Security Number	●	●	●	
R.QR	Inquiry	By FBI Number	●	●	●	

● = Selected

Driver's License (IN, NLETS, ID, IM, IR, and IW)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
L1	Inquiry	By Operator's License Number By Name and DOB	●	●	●	●
DQ	Inquiry	By Operator's License Number By Name, DOB, and Sex	●	●	●	●
QM	Inquiry	By Name and Sex	●	●	●	●
QVC	Inquiry	By Name and Sex	●	●	●	●
QW	Inquiry	By File Control Number	●	●	●	●

● = Selected

Gun (IG and UG)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
QG	Inquiry	By Serial Number By File Control Number By OCA	●	●	●	●
QGB	Inquiry	By Serial Number By File Control Number By OCA	●	●	●	●
QGH	Inquiry	By Serial Number By File Control Number By OCA	●	●	●	●
QGHX	Inquiry	By Name	●	●	●	●
QGM	Inquiry	By Serial Number By Name	●	●	●	●
QGMX	Inquiry	By Name	●	●	●	●
R.QG	Inquiry	By NCIC Number	●	●	●	●
QGH	Inquiry	By Name	●	●	●	●
EG	Enter	By Serial Number			●	
MG	Modify	By File Control Number and Serial Number			●	
LG	Locate	By File Control Number and Serial Number			●	
R.LG	Locate	By Serial Number and OCA			●	
R.LG	Locate	By NCIC Number and OCA			●	
CG	Clear	By File Control Number and Serial Number			●	
XG	Cancel	By File Control Number and Serial Number			●	

● = Selected

Missing Person (UM)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
QM	Inquiry	By Name By Operator's License Number By License Plate Number	●	●	●	●
EMP	Enter	By Name and DOB By Name and Age			●	
EMS	Enter	By Name			●	
MMP	Modify	By Name and File Control Number			●	
MMS	Modify	By Name and File Control Number			●	
LMP	Locate	By Name and File Control Number			●	
R.LM	Locate	By Name and NCIC Number			●	
XMP	Cancel	By Name and File Control Number			●	

● = Selected

Restraining and Protective Order (IB, IJ, and UB)						
Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
QRR	Inquiry	By Name and Sex By File Control Number By OCA				
QRR1	Inquiry	By Name and Sex By File Control Number By OCA				
QRRH	Inquiry	By Name and Sex By File Control Number By OCA				
QRRK	Inquiry	By Name and DOB (or Age) By File Control Number By OCA				
QRP	Inquiry	By Name and Sex				
QPO	Inquiry	By Name and DOB By Name and One Other Identifier By NCIC Number				
ERO	Enter	By Name				
EVM	Message	By Name and File Control Number				
CVM	Message	By Name and File Control Number				
MRO	Modify	By Name and File Control Number				
MVM	Modify	By Name and File Control Number				
SRO	Message	By Name and File Control Number				
XRO	Cancel	By Name and File Control Number				

● = Selected

Securities

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
R.OS	Inquiry	By Owner By Owner and Type By Owner and OCA By Owner and Social Security Number By Type, Serial #, and Denomination By Social Security Number				
R.ES	Enter	By Owner and Serial Number				
R.MS	Modify	By Serial Number and OCA By NCIC Number and OCA				
R.LS	Locate	By Serial Number and OCA By NCIC Number and OCA				
R.CS	Clear	By Serial Number and OCA By NCIC Number and OCA				
R.XC	Cancel	By Serial Number and OCA By NCIC Number and OCA				

● = Selected

Sex and Arson Registration (IX and UX)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
OSA	Inquiry	By Name and Sex By File Control Number By CII Number By Department of Corrections Number By Youth Authority Number By License Plate Number By Operator's License Number By Social Security Number				
ESA	Enter	By Name				
USA	Modify	By Name and File Control Number				

● = Selected

Supervised Release File (IR, QW, and UR)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
QCA	Inquiry	By Name and Sex By Name and One Other Identifier				
QYA	Inquiry	By Name and Sex By Name and One Other Identifier				
QPR	Inquiry	By Name and Sex By Name and One Other Identifier				
QFR	Inquiry	By Name and Sex By Name and One Other Identifier				
QCR	Inquiry	By Name and Sex By Name and One Other Identifier By File Control Number				
QSR	Inquiry	By Name and Sex By Name and One Other Identifier				
QAR	Inquiry	By Name and Sex By Name and One Other Identifier				
QMH	Inquiry	By Name and Sex By Name and One Other Identifier				
QRC	Inquiry	By Name and Sex By Name and One Other Identifier				
QSV	Inquiry	By Name and Sex By Name and One Other Identifier				
QW	Inquiry	By NCIC Number	●	●	●	
QVC	Inquiry	By Name and Sex By CII Number By Social Security Number By Operator's License Number	●	●	●	
QVCK	Inquiry	By Name and Sex By Social Security Number By Document Number				
R.QW	Inquiry	By NCIC Number By Name and One Other Identifier	●	●	●	
EPR	Enter	By Name				
ECA	Enter	By Name				

Supervised Release File (IR, QW, and UR)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
EYA	Enter	By Name				
EFR	Enter	By Name				
ECR	Enter	By Name				
ERC	Enter	By Name				
ESV	Enter	By Name				
MCA	Modify	By Name and File Control Number				
MYA	Modify	By Name and File Control Number				
MPR	Modify	By Name and File Control Number				
MFR	Modify	By Name and File Control Number				
MCR	Modify	By Name and File Control Number				
MMH	Modify	By Name and File Control Number				
MRC	Modify	By Name and File Control Number				
MSV	Modify	By Name and File Control Number				
XVC	Cancel	By Name and File Control Number				
XRC	Cancel	By Name and File Control Number				

● = Selected

Unidentified Person (IM and UM)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
QU	Inquiry	By Identifiers By File Control Number By OCA By Body Parts Status By Dental Information				
R.QU	Inquiry	By NCIC Number By OCA By Identifiers				
EUIP	Enter	By Identifiers				
EUID	Enter	By Descriptors				
MUP	Modify	By File Control Number and OCA				
MUPD	Modify	By File Control Number and OCA				
XUP	Cancel	By File Control Number and OCA				

● = Selected

Vehicle (IA, NLETS, IV, IN, and UA)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
R4	Inquiry	By License Plate By VIN	●	●	●	●
VP	Inquiry	By Name	●	●	●	●
RQ	Inquiry	By License Plate By VIN	●	●	●	●
QV	Inquiry	By License Plate By VIN By File Control Number	●	●	●	●
R.QV	Inquiry	By NCIC Number	●	●	●	●
EV	Enter	By License Plate Information By VIN By Engine Number By OAN			●	
EVF	Enter	By License Plate Information By VIN By Engine Number By OAN			●	
EVR	Enter	By License Plate Information By VIN By Engine Number By OAN			●	
EVRL	Enter	By License Plate Information By VIN By Engine Number By OAN Number			●	
EVS	Enter	By License Plate Information By VIN By Engine Number By OAN			●	
EVSH	Enter	By License Plate Information By VIN By Engine Number By OAN			●	
EVL1	Enter	By License Plate Information			●	
EVL2	Enter	By License Plate Information			●	
EVFL	Enter	By License Plate Information			●	

Vehicle (IA, NLETS, IV, IN, and UA)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
EVLE	Enter	By License Plate Information			●	
EMV	Enter	By Name and File Control Number			●	
MV	Modify	By File Control Number and OCA			●	
MVA	Modify	By File Control Number and OCA			●	
MMV	Modify	By File Control Number and Vehicle Information			●	
LV	Locate	By File Control Number and Vehicle Information			●	
CV	Clear	By File Control Number and Vehicle Information			●	
CVA	Clear	By File Control Number and Vehicle Information			●	
XV	Cancel	By File Control Number and Vehicle Information			●	
XVA	Cancel	By File Control Number and Vehicle Information			●	

● = Selected

Wanted Person (IW, IR, IB, UB, and UW)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
QVC	Inquiry	By Name By Operator's License Number By Social Security Number	●	●	●	●
QW	Inquiry	By Name and Sex By CII Number By One Other Identifier By Warrant Number By OCA By FBI Number By File Control Number By NCIC Number	●	●	●	●
R.QW	Inquiry	By Name and One Other Identifier By License Plate Number By VIN	●	●	●	●
QCF	Inquiry	By File Control Number				
QRR	Inquiry	By File Control Number				
EWR	Enter	By Name				
ETR	Enter	By Name				
ERO	Enter	By Name				
MWR	Modify	By Name and File Control Number				
MRO	Modify	By Name and File Control Number				
LW	Locate	By Name and File Control Number				
R.LW	Locate	By Name and NCIC Number				
LCA	Locate	By File Control Number By Mnemonic				
CW	Clear	By Name and NCIC Number				
XW	Cancel	By Name and NCIC Number				

Wanted Person (IW, IR, IB, UB, and UW)

Message	Type	Description	Standard Set	Selected by Client		
				CAD	RMS	Mobile
XRO	Cancel	By Name and NCIC Number				

● = Selected

MAS Alarm Monitoring Interface

Provided to: City of Costa Mesa

EXHIBIT 4

MAS Alarm Monitoring Interface

MAS is an Alarm Monitoring company, a subsidiary of United Technologies Corp.

www.masmonitoring.com

Address:

MAS

2955 Red Hill Ave., Suite 100

Costa Mesa, CA 92626

Executive Summary

Customer has requested that SunGard provide a Scope of Work (SOW) to undertake the application of a software development project more fully described herein (also referred to as “work” or “project” or “implementation”).

The purpose of this document is to provide a written SOW for this project that defines all SunGard deliverables, criteria for acceptance, resulting annual maintenance, hardware and infrastructure requirements, implementation schedule and other implementation considerations.

Items, features or functionality not specifically included in this document shall be considered outside of the SOW. Any future change will require a written Change Order approved by both parties, shall be subject to additional charges, and will likely have an impact on the implementation schedule. Change Orders shall not delay the implementation, acceptance, or payment in full of the accepted base functionality proposed within this document.

Please refer to the Section entitled, “Parties Responsibilities” which documents each party’s responsibilities, any project dependencies and other important related issues.

SunGard is providing the implementation services related to the application software only to meet the specifications contained in this SOW. All other components required for a successful implementation are the responsibility of the Customer.

Parties Responsibilities

Customer Responsibilities

Software / Hardware

The Customer is responsible for providing the following:

1. All equipment, system software and other components to meet the needs of this project.
2. All required hardware, cable and connectors and personnel to facilitate installation thereof.

Infrastructure

Customer shall assign a full-time primary System Administrator (SA) and a backup System Administrator. This primary System Administrator will be SunGard's contact for

all operational issues that require SunGard support. In addition, the Customer's System Administrators shall provide first line support to their own users for all application software.

Customer Testing

Customer agrees to participate in a test period requiring Customer to test functionality outlined in the SOW. In addition, Customer understands that the Customer test release version may also contain other new and unrelated development items that are also in a Customer test stage.

SunGard Responsibilities

1. Provide the Customer with this detailed SOW for the proposed work.
2. Deliver related application software/utilities to meet the specifications agreed upon in the detailed SOW.
3. Provide a project manager and assigned staff for the project.
4. Provide a Quality Assurance Representative to serve as the point person for technical issues associated with this SOW.

Specifications

SunGard will provide the following to meet the needs of the Customer:

1. The MAS Alarm Monitoring interface will be developed utilizing the APCO (Association of Public-Safety Communications Officials) Automated Secure Alarm Protocol (ASAP) exchange standard.
2. Information about the APCO ASAP exchange standard can be found at <http://www.apco911.org/resources/asap.html>
3. The interface will allow CAD to receive and send alarm messages utilizing the ASAP alarm exchange protocol with alarm monitoring companies.
4. Functionality shall include
 - a. The ability to receive and import new alarm events from an alarm company
 - b. Provide appropriate responses and updates back to the alarm monitoring company
 - Automatic dispatch notification.
 - Automatic arrived on-scene notification.
 - Automatic call closure with disposition notification.
 - Other bi-directional updates between the alarm monitoring company and OSSI CAD or Mobile users, including:
 - Notes and/or messages initiated by ONESolution CAD or Mobile users to the alarm monitoring company. This could include a request for the estimated time of arrival for the key-holder.
 - Call cancellation requests from the alarm monitoring company.
 - Updated key-holder information from the alarm monitoring company.

Requirements and Assumptions

1. The MAS Alarm Monitoring must utilize the APCO industry standard ASAP protocol.
2. The State of California will support/allow the ASAP transmissions over the NLETS/CLETS (National Law Enforcement Telecommunications System/ California Law Enforcement Telecommunications System) network.

Training

End User training for this project will be provided as part of the training services listed in the Agreement.

Pricing

SunGard will perform its responsibilities under this SOW for the fee defined in Exhibit 1 of the Agreement. Annual Maintenance will be as provided in the Software Maintenance Agreement for the fees described therein.

Testing and Acceptance

SunGard shall give written notice to Customer certifying that installation of the interface at the installation site is completed. Customer will notify SunGard in writing of its acceptance or non-acceptance of the interface within thirty (30) days (or such longer period as may be reasonable under the circumstances but in no event longer than sixty (60) days) after receipt of SunGard's written notice certifying the completion of installation. Any notice of non-acceptance must be reasonably made in good faith and based upon non-performance in accordance with the SOW. Upon receipt of such notice of non-acceptance, SunGard shall investigate the reported failure. Customer shall assist SunGard in its efforts to diagnose, reproduce and if necessary correct the failure. If Customer fails to give written notice after sixty (60) days, the interface will be deemed accepted.

If SunGard cannot correct the failure within thirty (30) days (or such longer period as may be reasonable under the circumstances) after receipt of Customer's notice of non-acceptance, then Customer shall promptly return to SunGard all copies of the interface software and SunGard shall then refund to Customer the custom modification fees paid by Customer. If, within such period, SunGard does correct the failure, then SunGard shall give written notice to Customer certifying that the failure has been corrected, and another thirty (30) day (or such longer period as may be reasonable under the circumstances but in no event longer than sixty (60) days) acceptance period shall begin in accordance with these provisions.

Orange County Booking Forms

Provided to: City of Costa Mesa

Orange County Booking Forms

Executive Summary

Customer has requested that SunGard provide a written quote and Scope of Work (SOW) to undertake the application of a software development project more fully described herein (also referred to as “work” or “project” or “implementation”).

The purpose of this document is to provide a written SOW for this project that defines all SunGard deliverables, criteria for acceptance, resulting annual maintenance, hardware and infrastructure requirements, implementation schedule and other implementation considerations.

Items, features or functionality not specifically included in this document shall be considered outside of the SOW. Any future change will require a written Change Order approved by both parties, shall be subject to additional charges, and will likely have an impact on the implementation schedule. Change Orders shall not delay the implementation, acceptance, or payment in full of the accepted base functionality proposed within this document.

Please refer to the Section entitled, “Parties Responsibilities” which documents each party’s responsibilities, any project dependencies and other important related issues.

SunGard is providing the implementation services related to the application software only to meet the specifications contained in this SOW. All other components required for a successful implementation are the responsibility of the Customer.

Parties Responsibilities

Customer Responsibilities Software / Hardware

The Customer is responsible for providing the following:

3. All equipment, system software and other components to meet the needs of this project.
4. All required hardware, cable and connectors and personnel to facilitate installation thereof.

Infrastructure

Customer shall assign a full-time primary System Administrator (SA) and a backup System Administrator. This primary System Administrator will be SunGard's contact for all operational

issues that require SunGard support. In addition, the Customer's System Administrators shall provide first line support to their own users for all application software.

Customer Testing

Customer agrees to participate in a test period requiring Customer to test functionality outlined in the SOW. In addition, Customer understands that the Customer test release version may also contain other new and unrelated development items that are also in a Customer test stage.

SunGard Responsibilities

1. Provide the Customer with this detailed SOW for the proposed work.
2. Deliver related application software/utilities to meet the specifications agreed upon in the detailed SOW.
3. Provide a project manager and assigned staff for the project.
4. Provide a Quality Assurance Representative to serve as the point person for technical issues associated with this SOW.

Specifications

SunGard will provide the following to meet the needs of Customer:

Orange County Jail Pre-Booking Record (Main Page)

1. SunGard will develop the Orange County Jail Pre-Booking Record, form number F0680-195(J) revised 12/12, that can be printed from a booking record within the Jail Management System (JMS) application.
2. Data elements already collected in the software will be used to populate the report. SunGard will not print data in the section of the report titled "Record of Telephone Calls" as this type of information is not collected in the JMS booking record.

Orange County Booking Report Page 2

3. SunGard will develop the Orange County Booking Report Page 2 based on the sample provided by the customer.
4. This report can be printed from a booking record within the Jail Management System (JMS) application.
5. A pop-up window will be provided to allow the user to select from a list of pre-defined choices to check one of the nine boxes at the top of the report and to enter narrative text for the synopsis section of the report. This data will be used to print the report but will not be stored in the database when the pop-up window is closed.

6. SunGard will print the signature of the user who generated the report if this signature is stored as part of the user's Employee Record within SunGard's JMS application.

Orange County Property Inventory Receipt

7. SunGard will develop the Orange County Property Inventory Receipt based on the sample provided by Customer.
8. This report can be printed from a booking record within the Jail Management System (JMS) application.
9. A pop-up window will be provided to allow the user to enter data needed to populate this report that is not already collected in the software. This data will be used to print the report but will not be stored in the database when the pop-up window is closed.
10. SunGard will print the signature of the user who generated the report if the signature is stored as part of the user's Employee Record within SunGard's JMS application.

Requirements and Assumptions

1. Customer will provide samples of the three (3) forms described above.

Training

End User training for this project will be provided as part of the training services listed in the Agreement.

Pricing

SunGard will perform its responsibilities under this SOW for the fee defined in Exhibit 1 of the Agreement. Annual Maintenance will be as provided in the Software Maintenance Agreement for the fees described therein.

Testing and Acceptance

SunGard shall give written notice to Customer certifying that installation of the interface at the installation site is completed. Customer will notify SunGard in writing of its acceptance or non-acceptance of the interface within thirty (30) days (or such longer period as may be reasonable under the circumstances but in no event longer than sixty (60) days) after receipt of SunGard's written notice certifying the completion of installation. Any notice of non-acceptance must be reasonably made in good faith and based upon non-performance in accordance with the SOW. Upon receipt of such notice of non-acceptance, SunGard shall investigate the reported failure. Customer shall assist SunGard in its efforts to diagnose, reproduce and if necessary correct the failure. If Customer fails to give written notice after sixty (60) days, the interface will be deemed accepted.

If SunGard cannot correct the failure within thirty (30) days (or such longer period as may be reasonable under the circumstances) after receipt of Customer's notice of non-acceptance, then

Customer shall promptly return to SunGard all copies of the interface software and SunGard shall then refund to Customer the custom modification fees paid by Customer. If, within such period, SunGard does correct the failure, then SunGard shall give written notice to Customer certifying that the failure has been corrected, and another thirty (30) day (or such longer period as may be reasonable under the circumstances but in no event longer than sixty (60) days) acceptance period shall begin in accordance with these provisions.

Coplink Warrant Query

Provided to: City of Costa Mesa

Executive Summary

Customer has requested that SunGard provide a written quote and Scope of Work (SOW) to undertake the application software development project more fully described herein (also referred to as “work” or “project” or “implementation”).

The purpose of this document is to provide a written SOW for this project that defines all SunGard deliverables, criteria for acceptance, resulting annual maintenance, hardware and infrastructure requirements, implementation schedule and other implementation considerations.

Items, features or functionality not specifically included in this document shall be considered outside of the SOW. Any future change will require a written Change Order approved by both parties, shall be subject to additional charges, and will likely have an impact on the implementation schedule. Change Orders shall not delay the implementation, acceptance, or payment in full of the accepted base functionality proposed within this document.

Please refer to the Section entitled, “Parties Responsibilities” which documents each party’s responsibilities, any project dependencies and other important related issues.

SunGard is providing the implementation services related to the application software only to meet the specifications contained in this SOW. All other components required for a successful implementation are the responsibility of the customer.

Parties Responsibilities

Customer Responsibilities

Software / Hardware

The Customer is responsible for providing the following:

1. All equipment, system software and other components to meet the needs of this project.
2. All required hardware, cable and connectors and personnel to facilitate installation thereof.

Infrastructure

The Customer shall assign a full-time primary System Administrator (SA) and a backup System Administrator. This primary System Administrator will be

SunGard's contact for all operational issues that require SunGard support. In addition, the Customer's System Administrators shall provide first line support to their own users for all application software.

Customer Testing

Customer agrees to participate in a test period requiring Customer to test functionality outlined in the SOW. In addition, Customer understands that the Customer test release version may also contain other new and unrelated development items that are also in a Customer test stage.

SunGard Responsibilities

1. Provide the Customer with this detailed SOW for the proposed work.
2. Deliver related application software/utilities to meet the specifications agreed upon in the detailed SOW.
3. Provide a project manager and assigned staff for the project.
4. Provide a Quality Assurance Representative to serve as the point person for technical issues associated with this SOW.

Specifications

SunGard will provide the following to meet the needs of the Customer:

1. When a CLETS/NCIC (California Law Enforcement Telecommunications System/National Crime Information Center) wanted person query is run from CAD/RMS/MCT/JMS (Computer Aided Dispatch/Records Management System/Mobile Computer Terminal/Jails Management System), SunGard will perform a structured query against the Coplink system with the same query criteria (name/race/sex/dob).
2. If a matching record or records are found within Coplink, a text message summary of the matching record(s) will be formatted and sent back to the requestor.
3. The text message summary that is sent back to the requestor will appear as a message in their NCIC response queue (similar to how CLETS/NCIC responses appear).

Requirements and Assumptions

1. SunGard expects to establish a direct ODBC (Open Database Connectivity) query connection to the Coplink system for this warrant query.

2. If Coplink is unable to provide an ODBC connection (i.e. SQL Server direct access), then **additional costs** would be need to be estimated and charged for other access approaches (ex. web service, function call in a provided DLL, etc).
3. It is assumed that Coplink will provide appropriate security access to the tables/views necessary for SunGard to provide the query and results described in the specifications.
4. It is assumed that Coplink will share appropriate structure information with SunGard for the tables/views that will need to be queried to meet the specifications described above.
5. All hardware/network connectivity between the Customer's message switch and the Coplink is the responsibility of the Customer.

Training

End User training for this project will be provided as part of the training services listed in the Agreement.

Pricing

SunGard will perform its responsibilities under this SOW for the fee defined in Exhibit 1. Annual Maintenance will be as provided in the Software Maintenance Agreement for the fees described therein.

Testing and Acceptance

SunGard shall give written notice to Customer certifying that installation of the interface at the installation site is completed. Customer will notify SunGard in writing of its acceptance or non-acceptance of the interface within thirty (30) days (or such longer period as may be reasonable under the circumstances but in no event longer that sixty (60) days) after receipt of SunGard's written notice certifying the completion of installation. Any notice of non-acceptance must be reasonably made in good faith and based upon non-performance in accordance with the SOW. Upon receipt of such notice of non-acceptance, SunGard shall investigate the reported failure. Customer shall assist SunGard in its efforts to diagnose, reproduce and if necessary correct the failure. If Customer fails to give written notice after sixty (60) days, the interface will be deemed accepted.

If SunGard cannot correct the failure within thirty (30) days (or such longer period as may be reasonable under the circumstances) after receipt of Customer's notice of non-acceptance, then Customer shall promptly return to SunGard all copies of the interface software and SunGard shall then refund to Customer the custom modification fees paid by Customer. If, within such period, SunGard does correct the failure, then SunGard

shall give written notice to Customer certifying that the failure has been corrected, and another thirty (30) day (or such longer period as may be reasonable under the circumstances but in no event longer than sixty (60) days) acceptance period shall begin in accordance with these provisions.

GIS SOFTWARE SUPPLEMENT

Customer is solely responsible for providing SunGard Public Sector with accurate and complete data in connection with any Component Systems and SunGard Public Sector services relating to Geographic Information Systems ("GIS"), maps or other geographic analysis.

Customer must provide SunGard Public Sector with accurate GIS resources and accurate data in an ASCII EOO format file or Shape (SHP) format file for street centerlines containing:

- Block ranges (**address ranges are required**)
- Street names
- Street prefixes
- Street suffixes
- Jurisdiction/City Code
- X/Y Coordinate pairs for each street segment (referred to as "ARCS" by ARCINFO)

Customer, and not SunGard Public Sector, is solely responsible for the accuracy of Customer's street inventory and all attribute data associated with street segments. Common data errors and inaccuracies include:

- Missing streets
- Missing street segments
- Missing intersections
- Errors in street names, street prefixes and street type

Without limiting Customer's obligation to provide accurate data, SunGard Public Sector will return to Customer a list of the logical errors discovered by SunGard Public Sector when Customer's street inventory and attribute data are reviewed by SunGard Public Sector's editing/data validation utility tool ("Validation Tool"). The Validation Tool checks for the following logical errors:

- Address range undershoots
- Address range overshoots
- Missing street names
- Missing street ranges

Customer, and not SunGard Public Sector, is solely responsible for correcting all errors and ensuring the accuracy of all GIS provided data. Customer is additionally responsible to digitize all required map layers to support the Public Safety GIS-based CAD and RMS subsystems.

(Police to Police) DATA ACCESS SUBSCRIPTION SUPPLEMENT

1. Additional Definitions.

"Agency" means any law enforcement organization that hosts an Agency Database on its own computer system and that makes its Agency Database available for query and retrieval access by other law enforcement agencies having a public service interest in obtaining the information contained on that Agency Database.

"Agency Database" means a compilation of data related to law enforcement, public safety or emergency activities, events or records, made available by an Agency for remote, electronic access. Each Agency maintains sole control over the nature and extent of access to its own Agency Databases.

"Data Sharing Network" means the combination of hardware, software and Agency Databases that enable Agencies to exchange data electronically through Internet protocols.

"Security System" means the combination of a User ID, an Agency Code and a password that uniquely identifies each individual using the Data Sharing Network, and that is required in order for such individual to obtain access to the Server and Agency Databases via the Server.

"Server" means the computer system maintained and operated by SunGard Public Sector, and through which Users obtain remote access to Agency Databases.

"User" means Customer, and includes for purposes of this Supplement the User's employees and agents on a "need to know" basis. Where the Exhibit 1 to which this Supplement is attached identifies a limitation on the number of "Sworn Officers," the term "User" shall mean only that quantity of sworn police officers or State/NCIC query-certified officers employed by User. For the avoidance of doubt, no license is deemed granted to any person meeting the definition of "User" other than Customer itself. The right that any other User acting for on behalf of Customer has pursuant to this Supplement is derivative of Customer's right of use.

2. Access Subscription to Data Sharing Network. In connection with Customer's license to use the RMS Component Systems as otherwise provided for in the Agreement, Customer, as the "User," is also obtaining a subscription to access and use the Data Sharing Network, subject to the following additional terms and restrictions:

- a. For the term provided for in Section 2(b) below, Customer will have the right to access the Server to participate in and use the Data Sharing Network. Customer's subscription to use the Data Sharing Network (the "Subscription") permits Customer to send queries and to receive information from Agency Databases made available by other participating Agencies. In connection with the Subscription:
 - i. User may create on-line or printed reports of information retrieved from Agency Databases, and reproduce, reformat, print, display and distribute internally such reports, consistent with User's normal internal procedures.

- ii. Notwithstanding the foregoing, User is prohibited from copying, distributing or displaying any information obtained from the Data Sharing Network for commercial sale, redistribution, broadcast or transfer, or to otherwise use such information in breach of any duty of confidentiality or privacy; and further, User is prohibited from allowing any other person or entity from using the information in any manner that is prohibited by the terms of this Supplement.
- iii. User shall not, nor authorize or enable anyone else to, access the Server or use the Software or Data Sharing Network except as expressly permitted in this Supplement.

b. The Subscription will be co-terminus with the term during which Customer is a subscriber to "Improvements" for the Baseline RMS Component Systems pursuant to the Software Maintenance Agreement entered into by the parties on or about the Execution Date. For the avoidance of doubt, neither Customer nor any User having access to the Data Sharing Network pursuant to Customer's Subscription will have any right to access the Data Sharing Network if Customer is no longer a subscriber to Improvements for the Baseline RMS Component Systems pursuant to the Software Maintenance Agreement.

3. Security System. User has sole responsibility and liability for the use and security of all user IDs, Agency Codes and passwords provided by it to any individual. User will comply with all policies and procedures established by SunGard Public Sector from time to time related to the issuance, validation and use of individual passwords. User will promptly notify SunGard Public Sector of the identity of the individual assigned to a particular password, of the cancellation or expiration of a password, and of the loss or misuse of any password or other Security System element. All passwords are subject to cancellation or suspension by SunGard Public Sector at any time and without notice, if SunGard Public Sector has reason to believe that a password has been or is being utilized in any manner or for any purpose not expressly authorized under this Supplement.

4. Services. Each Agency Database and all information available through the Data Sharing Network is created by and is under the care, custody and control of, the individual Agencies that makes the same available to the Data Sharing Network. **SUNGARD PUBLIC SECTOR DISCLAIMS ALL RESPONSIBILITY OR LIABILITY WHATSOEVER FOR THE CONTENT OF ANY AGENCY DATABASE OR RETRIEVED INFORMATION, FOR ITS ACCURACY, COMPLETENESS OR TIMELINESS OR FOR ANY DELAY OR NON-AVAILABILITY OF THE DATA SHARING NETWORK OR ANY DATA THEREIN. USER ACCEPTS SOLE RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS AND TIMELINESS OF SUCH CONTENT, FOR ITS AVAILABILITY AND FOR ANY USE TO WHICH IT IS PUT OR RESULTS OBTAINED THEREFROM. CUSTOMER AGREES AND UNDERSTANDS THAT SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY INFORMATION USED, ACCESSED OR PLACED ON ANY AGENCY DATABASE, AND SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION THEREWITH.**

5. User Responsibilities.

- a. User is responsible for procuring, installing, and operating the individual computers used to access the Server, for providing a proper physical environment and remote access for such computers, for obtaining and installing an SunGard Public Sector-approved firewall and security system, for securing a dedicated Internet connection

sufficient to meet User's data access needs and for providing such training and ongoing support services for individual users.

- b. User is solely responsible for adopting and maintaining procedures and security measures in connection with its use of the Data Sharing Network, any Agency Databases that it maintains, and in connection with any Agency Databases that it accesses. SunGard Public Sector has no responsibility and/or liability whatsoever for any: (1) security breaches or unauthorized access to the Data Sharing Network or to User's system, (2) interruption, delay, errors, or omissions of or in any Agency Database, or the results thereof, including (without limitation) examination and confirmation of data prior to use thereof, (3) provision for identification and correction of errors and omissions, (4) preparation and storage of backup data, and (5) replacement or reconstruction of lost or damaged data or media. User is advised to maintain alternative procedures for obtaining, as needed, information otherwise available through the Data Sharing Network.
- c. User is responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any information or data obtained through the Data Sharing Network, including without limitation any confidentiality or privacy requirements.
- d. User shall not permit any third party to access or use the Software provided by SunGard Public Sector, nor shall User decompile, disassemble or reverse engineer any of the Software or data structures utilized by the Data Sharing Network or permit any third party to do so.
- e. User warrants and represents that it has sufficient right and authority to grant SunGard Public Sector and other users access to its Agency Databases, to cooperate with SunGard Public Sector, as necessary, in the performance of this Agreement and to authorize and permit SunGard Public Sector to perform all work required to allow the Data Sharing Network access to User's Agency Databases (if applicable according to Section 6).

6. Agency Database Sharing. As part of the Subscription, Customer, as User, agrees to make its Agency Databases available to the Data Sharing Network. User shall host such Agency Databases on its server and shall cooperate if and when SunGard Public Sector, at its sole discretion, implements minor modifications reasonably required to provide Agency Database compatibility with and accessibility to the Data Sharing Network. Notwithstanding the foregoing, this Section 6 is not applicable where User has purchased a Non-RMS (view only) license and shall not be sharing any data on the P2P network (querying data from other agencies only). Notwithstanding anything to the contrary, User grants SunGard Public Sector permission to use the information contained in User's Agency Database to demonstrate solely to other law enforcement personnel the capabilities of the Data Sharing Network for purposes of increasing the number of departments utilizing the Data Sharing Network.

PAY AGENT SUPPLEMENT

1. Additional Definitions. "Pay Agency Products" means the products and services of those vendors (in each case, a "Vendor") that are identified in an Exhibit 1 (the "Pay Agency Products").

2. Pay Agent Designation. Customer designates SunGard Public Sector as Customer's pay agent for data processing related purchases and acquisitions, for the sole and exclusive purpose of allowing SunGard Public Sector, on behalf of Customer, to make payment to each Vendor for Customer's procurement of the Pay Agency Products under the terms and conditions of agreements (each a "Vendor Agreement") to be executed and made by and between Customer and Vendor. Customer covenants and agrees that it will promptly take all actions reasonably necessary to effect such designation of SunGard Public Sector as Customer's pay agent as provided for in this Section 2; and SunGard Public Sector covenants and agrees that, promptly after receipt of payment from Customer, SunGard Public Sector will make payment to each Vendor for Customer's procurement of the Pay Agency Products.

3. Pay Agency Products Procurement. SunGard Public Sector will, as soon as reasonably practicable, obtain for Customer, as Customer's pay agent, the Pay Agency Products from the Vendor, FOB Vendor's place of business, for use by Customer in each instance pursuant to the applicable Vendor Agreement. SunGard Public Sector will remit payments made to SunGard Public Sector by Customer promptly upon customary terms for the Pay Agency Products to the Vendor on behalf of Customer. **CUSTOMER IS HEREBY ADVISED THAT VENDOR, AND NOT SUNGARD PUBLIC SECTOR, ASSUMES ALL RESPONSIBILITY FOR AND LIABILITY IN CONNECTION WITH THE PAY AGENCY PRODUCTS. SUNGARD PUBLIC SECTOR IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ARE BINDING UPON VENDOR OR TO ENGAGE IN ANY OTHER ACTS THAT ARE BINDING UPON VENDOR, EXCEPTING SPECIFICALLY THAT SUNGARD PUBLIC SECTOR IS AUTHORIZED TO REPRESENT THE FEES FOR THE PAY AGENCY PRODUCTS AS THE SAME IS PROVIDED FOR IN EXHIBIT 1 AND TO ACCEPT PAYMENT OF SUCH AMOUNTS FROM CUSTOMER ON BEHALF OF VENDOR. IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE DEEMED TO HAVE TAKEN TITLE OR ANY SIMILAR RIGHT OR INTEREST IN OR OF ANY PAY AGENCY PRODUCTS IN THE CHAIN OF DISTRIBUTION TO CUSTOMER, AND TITLE OR SUCH SIMILAR RIGHT OR INTEREST IN OR TO THE PAY AGENCY PRODUCTS WILL BE DEEMED TO VEST IN CUSTOMER ONLY AS OTHERWISE PROVIDED FOR IN THE VENDOR AGREEMENT.**

4. Term of Pay Agency. SunGard Public Sector's status as Customer's pay agent will expire promptly after SunGard Public Sector remits payment of the Pay Agency Products license fee to Vendor on behalf of Customer.

5. Disclaimer of Warranties. Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE PAY AGENCY SOFTWARE. ALL WARRANTIES (IF ANY) ARE**

PROVIDED TO CUSTOMER BY VENDOR. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. EXCEPT FOR ITS OBLIGATION TO REMIT PAYMENT RECEIVED FROM CUSTOMER TO THE VENDOR PURSUANT TO THIS AGREEMENT, SUNGARD PUBLIC SECTOR WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE PAY AGENCY SOFTWARE. IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR OTHER DAMAGES WHATSOEVER, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.