ATTACHMENT 2

4345 - 130585-1

AMENDMENT #1 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT AND SOFTWARE MAINTENANCE AGREEMENT

CITY OF COSTA MESA
("Customer")

and

SUNGARD PUBLIC SECTOR INC.
("SunGard Public Sector")

This Amendment (the "Amendment") amends the parties' Software License and Services Agreement and Software Maintenance Agreement with an Execution Date of July 23, 2013 (collectively, the "Agreements") expressly as provided for in this Amendment.

The Execution Date of this Amendment is the latest date shown on the signature page of this Amendment.

Customer and SunGard Public Sector, intending to be legally bound, agree as follows:

1. Defined Terms. Except as otherwise set forth herein, each defined term in the Agreement has the meaning ascribed to that term in the Agreement when the term is used in this Amendment.

2. Amendment to and Modification of Software License Agreement.

The Agreement is amended and modified as follows:

(a) The following Component Systems have been deleted from the Agreement:

Qty	Part #	Component System	License Fee
		Web Based Applications	
1	INT-OPSCAD	OPS CAD	7,000.00
1	INT-OPSRMS	OPS RMS	7,000.00
		Subtotal	**$ 14,000.00**
1	DISCOUNT	Applied Contract Discount	$ (4,200.00)
		TOTAL LICENSE FEE	**$ 9,800.00**

The parties hereby terminate Customer's license to use the terminated Component Systems. Customer agrees to destroy or return the terminated Component Systems to SunGard Public Sector. In the event Customer elects to re-license the terminated Component Systems in the future, they shall be licensed at the fees in effect at that time.

Customer has not paid any amounts towards the purchase of the terminated Component Systems. SunGard Public Sector absolves and relieves Customer from the obligation, if any, to pay the remaining balance that may be owed on the terminated Component Systems.

(b) The following Services have been deleted from the Agreement:

Qty.	Part #	Description	Project Management	Professional Services	Implementation	Custom Modification
		Web Based Applications Implementation				
1	INT-OPS-INST	ADDITIONAL PROFESSIONAL SERVICES--INTERNET APPLICATIONS INSTALLATION AND IMPLEMENTATION		$ 14,000.00		
1	INT-P2C-INST	ADDITIONAL PROFESSIONAL SERVICES--INTERNET APPLICATIONS TRAINING		4,160.00		
1	INT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES FOR INTERNET APPLICATIONS	$ 2,560.00			
		MAS ALARM MONITORING SYSTEM				
1	CAD-PROJ-MGNT	INTERFACE	3,840.00			
1	CAD-PROF-ADD-IMPL	ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES			$ 2,800.00	
		Custom Modifications				
1	RMS-CUST-MOD[1]	CAD CUSTOM MODIFICATION - MAS ALARM MONITORING				$ 15,000.00
		TOTAL SERVICES FEE:	**$ 6,400.00**	**$ 18,160.00**	**$ 2,800.00**	**$ 15,000.00**

[1] Additionally, Exhibit 5 "MAS Alarm Monitoring Interface" has been deleted from the Agreement.

Customer has not paid any amounts towards the purchase of the deleted Services. SunGard Public Sector absolves and relieves Customer from the obligation, if any, to pay the remaining balance that may be owed on the deleted Services.

(c) The following Component Systems have been added to the Agreement:

COMPONENT SYSTEMS:

Qty	Part #	Component System	License Fee	Initial Annual Support Payment Amount (Second Contract Year*)	Annual Support Type
		Jail Management System			
1	JMS-BASE-10	JAIL MANAGEMENT SYSTEM MODULE WORKSTATION SITE LICENSE TO INCLUDE: JMS-BASE - JAIL MANAGEMENT SYSTEM	$ 18,500.00	$ 2,960.00	7x24
1	JMS-INT-STATE-LIVESCAN	STATE LIVESCAN INTERFACE	8,500.00	1,360.00	7x24
1	JMS-INT-VINE	JMS VINE INTERFACE	1,500.00	240.00	7x24
1	RMS-PS-BATCH-T1	PAWN BATCH TICKET PROCESSING MODULE	2,800.00	448.00	7x24
1	RMS-PS-T1	PAWN SHOP/PAWN WATCH	1,300.00	208.00	7x24
1	MCT-MFR-PEVOUCH	MFR P&E VOUCHER - SITE LICENSE	5,000.00	800.00	7x24
		SubTotal	**$ 37,600.00**		
1	DISCOUNT	DISCOUNT FOR MFR P&E VOUCHER	$ (5,000.00)		
		TOTAL FEE	**$ 32,600.00**	**$ 6,016.00**	

Note: See also Long Descriptions on Attachment 1.

*The initial term of support for the products listed above shall be deemed to have commenced commensurately with Customer's current annual support term, and will be billed with Customer's current Contract Year support term.

(d) The following Services have been added to the Agreement:

SERVICES

Qty.	Part #	Description	Training	Project Management	Implementation
		Jail Management System Implementation			
1	JMS-PROF-ADD-IMPL	ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES– JMS INSTALLATION AND IMPLEMENTATION			$ 27,040.00
1	JMS-MNT-TRN	JMS MAINTENANCE TRAINING	$ 3,840.00		
1	JMS-TTT-TRN	JMS TRAIN THE TRAINER TRAINING	8,960.00		
1	JMS-PGL-TRN	JMS FOLLOW-UP TRAINING	5,120.00		
1	JMS-PROJ-MGNT	PROJECT MANAGEMENT		$ 6,720.00	
1.5	RMS-ADD-TRN	RMS ADD-ON MODULE USER TRAINING	1,920.00		
1	RMS-PROJ-MGNT	PROJECT MANAGEMENT FOR ORANGE COUNTY BOOKING FORMS	1,280.00		
1	RMS-PROF-ADD-IMPL	ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES			1,400.00
		TOTAL SERVICES FEE:	**$ 21,120.00**	**$ 6,720.00**	**$ 28,440.00**

		Custom Modification	Custom Modification Fee	Initial Annual Support Payment Amount (Second Contract Year*)	Annual Support Type
1	JMS-CUST-MOD	JMS CUSTOM MODIFICATION - CALIFORNIA DEPARTMENT OF JUSTICE "JUS" FORMS	$ 30,000.00	$ 4,800.00	7x24
		TOTAL FEES	**$ 30,000.00**	**$ 4,800.00**	

Note: See also Long Descriptions on Attachment 1.

*The initial term of support for the Custom Modification listed above shall be deemed to have commenced commensurately with Customer's current annual support term, and will be billed with Customer's current Contract Year support term.

3. Integration Provision. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. As of the Execution Date, the Agreement, as further amended by this Amendment constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties.

SunGard Public Sector Inc.

DocuSigned by:
BY: Chris Coleman
0240C20A72094BA...
PRINT NAME: Chris Coleman
PRINT TITLE: Vice President & CFO
DATE SIGNED: 11/22/2013

City of Costa Mesa

BY: Mike
PRINT NAME: Mike James
PRINT TITLE: Commander
DATE SIGNED: Nov. 21, 2013

Attachment 1

Long Descriptions:

Part Number: JMS-BASE-SITE
Description: JAIL MANAGEMENT SYSTEM MODULE WORKSTATION SITE LICENSE TO INCLUDE:

JMS-BASE - JAIL MANAGEMENT SYSTEM

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

JMS-BASE - JAIL MANAGEMENT SYSTEM

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: RMS-PS-BATCH-T1
Description: PAWN BATCH TICKET PROCESSING MODULE
Long Description: This module provides the ability to batch process pawn shop tickets via floppy disk with RMS Name Candidating as an option. The Customer is responsible for converting the pawn shop records into SunGard Public Sector's standard import format.

This module will only support importing from the SunGard Public Sector standard import format. If any additional import formats are required, the customer will have to purchase custom development services for each additional format necessary. SunGard Public Sector does not support dialing the shops to obtain their files.

Part Number: RMS-PS-T1
Description: PAWN SHOP/PAWN WATCH
Long Description: Module to record pawned/bought property records from pawn shops in the jurisdiction. Pawn Watch allows the Customer to create user defined `watches` against existing and future pawn tickets entered from the Pawn module. These watches generate `hit` reports notifying the requesting investigator of a Pawn Watch match.

Part Number: MCT-MFR-PEVOUCH
Description: MFR P&E VOUCHER - SITE LICENSE
Long Description: The SunGard Public Sector Mobile Field Reporting (MFR) Property and Evidence Voucher module facilitates the entry of evidence information in the field instead of creating it from the Records Management System (RMS). The officer can complete and submit the property voucher in the field with a default status of 'PEND' to alert the Property Clerk of new vouchers. The officer can print the voucher from the laptop and place the property/evidence item(s) and the printed voucher in the temporary evidence locker for processing by a Property Clerk.

Once entered, the voucher will be evaluated by the Property Clerk in RMS and rejected or accepted into the Evidence Control Room. Once accepted, a chain of custody transaction will be created to document evidence control. Should a voucher be denied, the submitting officer will be notified via MCT that a voucher has been denied and the rejection reason. The voucher can then be corrected and resubmitted.

Part Number: JMS-PROF-ADD-IMPL
Description: ADDITIONAL IMPLEMENTATION PROFESSIONAL SERVICES--JMS INSTALLATION AND IMPLEMENTATION
Long Description: Up to 20 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 Trainer @ 4 days)
Remote Application configuration and advisory consulting assistance (5 days)
Post Go Live Close-out Assistance (1 day)
Assist with testing and validation of converted data (3 days)

Part Number: JMS-MNT-TRN
Description: JMS MAINTENANCE TRAINING
Long Description: Two days of training focusing on configuration of the JMS application. Also includes one day of SunGard trainer preparation and follow-up.

Part Number: JMS-TTT-TRN
Description: JMS TRAIN THE TRAINER TRAINING
Long Description: Up to Six (6) days of on-site training plus class preparation/follow up and assistance designed to prepare agency training staff for conducting JMS User Training.

Maximum number of participants = 8.

Part Number: JMS-PGL-TRN
Description: JMS FOLLOW-UP TRAINING
Long Description: One three-day end-user refresher class, plus one day of SunGard trainer preparation and follow-up.

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: RMS-ADD-TRN
Description: RMS ADD-ON MODULE USER TRAINING
Long Description: Training for Add-On RMS modules to include:

Pawn Shop Batch Processing (.5 day)
Pawn Shop/Pawn Watch (.5 day)
MFR P&E Voucher (.5 day)

Part Number: JMS-CUST-MOD
Description:JMS CUSTOM MODIFICATION – CALIFORNIA DEPARTMENT OF JUSTICE "JUS" FORMS

Long Description: SunGard will reproduce the forms listed below based on samples provided by the customer. Each of these forms can be printed from the booking module within SunGard's ONESolution Jail Management System (JMS). SunGard will populate the data fields in the Law Enforcement section located on the top of each form using data currently collected within the JMS application. All other data fields will remain blank on the printed forms. SunGard is not proposing to add any new data elements to JMS to support fields on these forms.

Forms include:

Disposition of Arrest and Court Action (8715)(Red, Green, Blue)
Subsequent Action Disposition Information (8715A)(Red, Black)
JUS 8715/8715A Instructions
Juvenile Detention Disposition Report (8716) (purple, Blue, Green)
Juvenile Detention Subsequent Disposition (8717) (Purple)
Routing instructions and code explanations for 8716/8717

SunGard will approximately match the color coding for the forms as listed above, based on samples provided by the customer. Forms must be printed on a color printer capable of supporting the color scheme used.

"Corrected Copy" checkbox and Page ___ of ___ on the top left of the Juvenile Detention Disposition and Juvenile Detention Subsequent Disposition reports will not be automatically populated. This area must be completed by hand if applicable. SunGard will not automatically populate the "Reason for Release" section of the Disposition of Arrest and Court Action report. This section must be completed by hand if applicable.

SunGard will write a scope of work that covers the details of this development effort.

Part Number: RMS-PROJ-MGNT
Description: PROJECT MANAGEMENT FOR ORANGE COUNTY BOOKING FORMS
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

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