

ATTACHMENT 4

**AMENDMENT #3 TO AMENDMENT 130585-1
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") and Amendment 130585-1 with an execution date of November 21, 2013 (the "Amendment") 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 Amendment is amended and modified as follows:

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

| Qty | Part # | Component System | License Fee | Initial Annual Support Payment Amount (Second Contract Year*) |
|-----|--------------|-------------------------------|--------------------|---|
| | | <i>Jail Management System</i> | | |
| 1 | JMS-INT-VINE | JMS VINE INTERFACE | \$ 1,500.00 | 240.00 |
| | | Applied Contract Discount | \$ (199.47) | |
| | | TOTAL FEE | \$ 1,300.53 | \$ 240.00 |

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 paid the amounts of one thousand three hundred dollars fifty three cents (\$1,300.53) towards the purchase of the terminated Component Systems. SunGard Public Sector agrees to credit the Customer's account in this amount to be used towards future 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.

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.

City of Costa Mesa, CA

BY: Mike James

PRINT NAME: Mike James

PRINT TITLE: Commander

DATE SIGNED: 10-24-14

SunGard Public Sector Inc.

BY: Lisa Neumann

PRINT NAME: Lisa Neumann

PRINT TITLE: Controller

DATE SIGNED: 7/25/2014