CUSTOMER NO. _____; CONTRACT NO. _____

SOFTWARE LICENSE AND SERVICES AGREEMENT

BETWEEN

SunGard Public Sector LLC
a Florida Limited Liability Company
with headquarters at:
1000 Business Center Drive
Lake Mary, FL 32746

("SunGard Public Sector" or "SunGard")

AND

Riviera Beach
with its principal place of business at

600 West Blue Heron Blvd.
Riviera Beach, FL 33404

(for purposes of this Agreement, "Customer" or "City")

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.

The terms and conditions contained in this Agreement, including prices, will be honored as set forth herein, provided the Agreement is fully executed and delivered by September 30, 2016.

Riviera Beach, FL   **SunGard Public Sector LLC**

DocuSigned by:
Robert Valvano
8C0471548DFF489...

BY: _____   BY: _____

                                      Robert Valvano

PRINT NAME: _____   PRINT NAME
                                      AND TITLE: CFO, SunGard Public Sector LLC

PRINT TITLE: _____

DATE SIGNED: _____   DATE SIGNED: 8/23/2016 _____

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

1. Definitions.

"Acceptance of Services". Customer will notify SunGard Public Sector in writing of its acceptance or non-acceptance of the applicable Service identified in the Services schedule in Exhibit 1 within twenty (20) 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.

"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 Source Code, 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.

"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 enough 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.

"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 been pre-approved by SunGard Public Sector, and who, prior to obtaining access to the Software, have executed a SunGard Public Sector-approved non-disclosure agreement.

"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 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.

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

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 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)   Software 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 provide service bureau data processing services or to otherwise provide data processing services to third parties. 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. 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 on a strict "need to know" basis, 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 in a professional and workmanlike manner. 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.

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 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 invoice. 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 the SunGard Public Sector 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 invoice.

iii) **Late Charge.** SunGard Public Sector will have the right to charge a late fee to the extent that payment is received later than thirty (30) days from the date of invoice. Late fees will be calculated based on a per annum rate equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); and (ii) the highest rate permitted by applicable law, and will be payable to SunGard Public Sector on demand.

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 fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred 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 of twelve (12) months after the Delivery Date, 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. These remedies are exclusive and are in lieu of all other remedies, and SunGard Public Sector's sole obligations for breach of this limited warranty are contained in this Section 7(a).

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.

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 infringes any United States copyright 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 is, or in SunGard Public Sector's opinion is likely to become, the subject of a United States copyright 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 under the terms of this Agreement; (B) replace the Component System with products that are substantially equivalent in function, or modify the Component System so that it becomes non-infringing and substantially equivalent in function; or (C) refund to Customer the portion of the license fee paid to SunGard Public Sector for the Component System(s) giving rise to the infringement claim, less a charge for use by Customer based on straight line depreciation assuming a useful life of five (5) years. **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. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that

period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to SunGard Public Sector of a suspected Defect will not constitute a notice of termination of this Agreement.

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 Florida, without reference to the choice of laws provisions thereof. 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. **Additional Provisions**. The provisions of Exhibit 3 shall apply hereto and are incorporated as if set out in full herein.

18. **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.

Customer: **Riviera Beach**   EXHIBIT 1
Delivery Address: 600 West Blue Heron Blvd., Riviera Beach, FL 33404

SOFTWARE:

Qty	Part #	Component System	License Fee	Initial Annual Improvement Fees (Contract Year 2)	Annual Support Type
		Computer Aided Dispatch			
1	CAD-T2	BASE COMPUTER AIDED DISPATCH SYSTEM - SITE LICENSE	$ 48,100.00	$ 7,696.00	7x24
1	CAD-CON-T2	ADDITIONAL CAD CONSOLE LICENSE - SITE LICENSE	9,750.00	1,560.00	7x24
1	CAD-MAP-T2	FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE	4,500.00	720.00	7x24
1	CAD-MAPD-T2	ADDITIONAL CAD MAP DISPLAY LICENSE - SITE LICENSE	7,500.00	1,200.00	7x24
1	MCT-AVL-CAD-T2	CAD CLIENT AVL LICENSE - SITE LICENSE	9,000.00	1,440.00	7x24
1	MCT-MIS-T2	LAN CLIENT LICENSE FOR MESSAGE SWITCH - SITE LICENSE	1,200.00	192.00	7x24
1	CAD-E911-T2	E911 INTERFACE MODULE	5,000.00	800.00	7x24
1	CAD-MRM-T2	CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS - SITE	3,000.00	480.00	7x24
1	CAD-PG-T2	ALPHA NUMERIC PAGING MODULE - SITE LICENSE	5,000.00	800.00	7x24
1	CAD-INT-PG	CAD INTERFACE TO PAGEGATE	1,000.00	160.00	7x24
1	CAD-INT-CRY	CAD INTERFACE TO CRYWOLF	7,500.00	1,200.00	7x24
		Records Management System			
1	RMS-BASE-T8	BASE RECORDS MANAGEMENT SYSTEM - SITE LICENSE	53,700.00	8,592.00	7x24
1	RMS-ACCIDENT-T1	BASIC ACCIDENT MODULE - SITE LICENSE	1,300.00	208.00	7x24
1	RMS-WIZ-BASE-T1	ACCIDENT WIZARD BASE SERVER LICENSE - SITE LICENSE	2,600.00	416.00	7x24
1	RMS-CANINE-T1	CANINE TRACKING MODULE - SITE LICENSE	2,800.00	448.00	7x24
1	RMS-CAPLUS-T1	CRIME ANALYSIS PLUS.NET MODULE - SITE LICENSE	5,700.00	912.00	7x24
1	RMS-CA-T2	CRIME ANALYSIS MODULE - SITE LICENSE	6,900.00	1,104.00	7x24
1	RMS-MAP-T8	RMS MAP DISPLAY AND PIN MAPPING LICENSE - SITE LICENSE	7,500.00	1,200.00	7x24
1	RMS-GANG-T1	GANG TRACKING MODULE - SITE LICENSE	3,800.00	608.00	7x24
1	RMS-INTELLIGENCE-T1	INTELLIGENCE MODULE - SITE LICENSE	3,800.00	608.00	7x24
1	RMS-LINK-T2	LINK ANALYSIS MODULE - SITE LICENSE	9,200.00	1,472.00	7x24
1	RMS-NTF-T8	NOTIFICATION MODULE - SITE LICENSE	10,700.00	1,712.00	7x24
1	RMS-P&E-T1	PROPERTY AND EVIDENCE MODULE - SITE LICENSE	2,800.00	448.00	7x24
1	RMS-BAR HOST-T1	BAR CODING SERVER LICENSE - SITE LICENSE	1,300.00	208.00	7x24
1	RMS-BAR-CLIENT-T1	BAR CODING HAND-HELD CLIENT LICENSE - SITE LICENSE	1,300.00	208.00	7x24
1	RMS-PSD-T1	PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE - SIT	8,800.00	1,408.00	7x24
1	RMS-RSW-T1	RESIDENTIAL SECURITY WATCH MODULE - SITE LICENSE	800.00	128.00	7x24
1	RMS-TRAIN-T1	TRAINING MODULE - SITE LICENSE	1,800.00	288.00	7x24
1	RMS-P2P	POLICE TO POLICE INTERNET DATA SHARING	Included	Included	7x24
1	RMS-FLMAINT-T1	FLEET MAINTENANCE MODULE - SITE LICENSE	800.00	128.00	7x24
1	RMS-INV-LEADS	INVESTIGATIVE LEADS MODULE - SITE LICENSE	3,000.00	480.00	7x24
1	RMS-POP-T1	PROBLEM ORIENTED POLICING MODULE - SITE LICENSE	1,300.00	208.00	7x24
1	RMS-QTRMSTR-T1	QUARTERMASTER MODULE - SITE LICENSE	2,800.00	448.00	7x24
1	RMS-BIKE-T1	BIKE REGISTRATION MODULE - SITE LICENSE	800.00	128.00	7x24
1	RMS-PARK-T1	PARKING TICKET ADMINISTRATION MODULE - SITE LICENSE	3,300.00	528.00	7x24
1	JMS-MUG-1	MUGSHOT CAPTURE STATION SOFTWARE - SITE LICENSE	4,200.00	672.00	7x24
1	JMS-MS-DISPLAY-50	MUGSHOT DISPLAY SOFTWARE LICENSE - SITE LICENSE	13,200.00	2,112.00	7x24
1	RMS-RL-T1	REMOTE LINEUP APPLICATION - SITE LICENSE	1,800.00	288.00	7x24
		Mobile Computing			
1	MCT-SWI-T10	MESSAGING SOFTWARE - SITE LICENSE	15,000.00	2,400.00	7x24
1	MCT-SWI-S2S-T2	SWITCH TO SWITCH - SITE LICENSE	Inlcuded	Included	7x24
1	MCT-BMS-T10	BASE MOBILE SERVER SOFTWARE - SITE LICENSE	37,200.00	5,952.00	7x24
1	MCT-MFR-REV-T10	REVIEW MODULE FOR FIELD REPORTING - SITE LICENSE	31,700.00	5,072.00	7x24
1	MCT-FREEDOM-SER	ONESolution FREEDOM Server - SITE LICENSE	3,500.00	560.00	7x24
1	MCT-FREEDOM-PREM	ONESolution FREEDOM Premium - SITE LICENSE	5,200.00	832.00	7x24
1	MCT-CLIENT-T11	MCT CLIENT - DIGITAL DISPATCH - SITE LICENSE	64,800.00	10,368.00	7x24
1	MCT-MAP-T11	MCT CLIENT - MAPS - SITE LICENSE	10,800.00	1,728.00	7x24
1	MCT-MFR-OFF-T11	MFR CLIENT - BASE INCIDENT/OFFENSE - SITE LICENSE	77,760.00	12,441.60	7x24
1	MCT-MFR-ACC-T11	MFR CLIENT - ACCIDENT REPORTING - SITE LICENSE	38,880.00	6,220.80	7x24
1	RMS-WIZ-CLIENT-T11	ACCIDENT WIZARD WORKSTATION LICENSE - SITE LICENSE	21,600.00	3,456.00	7x24
1	MCT-MFR-ARREST-T11	MFR CLIENT - ARREST - SITE LICENSE	23,760.00	3,801.60	7x24
1	MCT-MFR-AFF-T11	MFR CLIENT - ARREST AFFIDAVIT - SITE LICENSE	11,880.00	1,900.80	7x24
1	MCT-MFR-CITATION-T11	MFR CLIENT - CITATION - SITE LICENSE	38,880.00	6,220.80	7x24
1	MCT-MFR-FLMAINT-T1-10	FLEET MAINTENANCE - SITE LICENSE	16,200.00	2,592.00	7x24
1	MCT-MFR-INVLEAD	MFR INVESTIGATIVE LEADS - SITE LICENSE	16,200.00	2,592.00	7x24
1	MCT-MFR-POP-T11	PROBLEM ORIENTED POLICING MODULE - SITE LICENSE	11,880.00	1,900.80	7x24
1	MCT-MFR-PARK-T11	MFR CLIENT - PARKING TICKET - SITE LICENSE	15,120.00	2,419.20	
1	MCT-MFR-CANINE-T1	MFR CLIENT - CANINE - SITE LICENSE	1,500.00	240.00	7x24
1	MCT-MFR-MBLN-CLIENT-T1	MFR CLIENT- MOBLAN VERSION - SITE LICENSE	2,400.00	384.00	7x24
1	MCT-AVL-HOST-T10	AVL SERVER HOST LICENSE - SITE LICENSE	26,300.00	4,208.00	7x24
1	MCT-AVL-CLIENT-T10	MCT CLIENT - AVL - SITE LICENSE	8,200.00	1,312.00	7x24

SPS Maintenance 7/1/2010

Qty	Part #	Component System		License Fee	Initial Annual Improvement Fees (Contract Year 2)	Annual Support Type
		Web Based Applications				
1	INT-OPSCAD	OPS CAD		6,000.00	960.00	7x24
1	INT-OPSRMS	OPS RMS		6,000.00	960.00	7x24
1	INT-P2C	POLICE 2 CITIZEN		6,000.00	960.00	7x24
1	INT-FTO-PREMISE	FIELD TRAINING ONLINE		20,000.00	3,200.00	7x24
		Subtotals	$	**774,310.00**		
1	DISCOUNT	Customer Reference Site Discount	$	(77,400.00)		
		Payment Term Discount	$	(75,000.00)		
		TOTAL	$	**621,910.00**	$ **123,889.60**	

Software Notes:

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

2. Mobiles applications do not include AVL hardware.

3. The Contract Year commences on the Execution Date (or anniversary thereof) and continues for one year thereafter. Improvements for the initial Contract Year are provided at no charge. The "Initial Annual Improvement Fees" amount in the schedule above represents the Improvements fee for the second Contract Year, and is payable only if Customer elects to extend the term of the Agreement through the second Contract Year, as provided for in Section 4, Term, of the Software Maintenance Supplement attached hereto.

4. Improvements Surcharge Imposed In Certain Instances: At the commencement of any Contract Year where Customer is operating on a version of a Baseline Component System that is more than two (2) general release versions behind the then-current release for any Component System, SunGard Public Sector will assess a ten percent (10%) surcharge over and above the Improvements fee for that Contract Year, with such surcharge to be imposed on a prorated basis for the portion of the Contract Year that Customer remains on a general release version that is more than two (2) releases behind the then-current release of the Component Systems in question. Once Customer is using a release that is no more than two (2) general release versions behind the then-current release, the Improvements surcharge will be removed on a prospective basis, as of the date that Customer is using the release that is no more than two (2) general release versions behind the then-current release.

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SERVICES:

Qty.	Part #	Description	Training	Installation	Project Management	Professional Services	Implementation	Conversion
		CAD Implementation Services						
1	CAD-PROJ-MGNT	CAD PROJECT MANAGEMENT			$ 17,760.00			
1	CAD-INST	BASE CAD SOFTWARE INSTALLATION		$ 9,100.00				
1	CAD-IMPL	BASE CAD SOFTWARE IMPLEMENTATION					$ 20,160.00	
1	CAD-MNT-TRN	CAD MAINTENANCE TRAINING	$ 6,400.00					
2	CAD-USR-TRN	CAD USER TRAINING	12,800.00					
1	CAD-MAP-IMPL	MAPPING IMPLEMENTATION					12,600.00	
1	CAD-DSCVRY	ONESolution CAD Discovery				$ 6,400.00		
1	CAD-MGL	ONESolution CAD Mock Go Live				4,200.00		
1	CAD-PROF-ADD	CAD RESOURCE MONITOR TRAINING	640.00					
1	CAD-CONV	CAD CONVERSION						$ 17,400.00
		RMS Implementation Services						
1	RMS-PROJ-MGNT	PROJECT MANAGEMENT FOR RMS			19,360.00			
1	RMS-INST	BASE RMS SOFTWARE INSTALLATION CHARGES		9,800.00				
1	RMS-IMPL	BASE RMS SOFTWARE IMPLEMENTATION CHARGES					18,640.00	
1	RMS-MNT-TRN	RMS MAINTENANCE TRAINING	6,400.00					
1	RMS-USR-TRN	RMS USER TRAINING	6,400.00					
1	RMS-DET-TRN	RMS TRAINING FOR INVESTIGATORS	3,840.00					
1	RMS-OVR-TRN	RECORDS MANAGEMENT SYSTEM OVERVIEW TRAINING	2,560.00					
17	RMS-ADD-TRN	RMS ADD-ON MODULE USER TRAINING	21,760.00					
1	RMS-DSCVRY	ONESolution RMS Discovery				6,400.00		
1	RMS-MGL	ONESolution RMS Mock Go Live				4,200.00		
1	RMS-CONV	RMS CONVERSION						64,600.00
1	RMS-CONV	RMS CONVERSION - EVIDENCE						16,600.00
1	RMS-CONV	RMS CONVERSION - CIT-ACC						25,000.00
1	RMS-CONV	RMS CONVERSION - QTR						16,600.00
1	RMS-CONV	RMS CONVERSION - TRN						14,800.00
		MCT Implementation Services						
1	MCT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES			18,080.00			
1	MCT-SWI-INST	INSTALLATION OF BASE MESSAGE SWITCH		3,200.00				
1	MCT-SWI-IMPL	IMPLEMENTATION OF BASE MESSAGE SWITCH					1,600.00	
1	MCT-AVL-SERV	AVL INSTALLATION AND TRAINING		3,200.00				
1	MCT-BMS-INST	INSTALLATION OF BASE MOBILE SERVER SOFTWARE		4,800.00				
1	MCT-IMPL	MOBILE IMPLEMENTATION SERVICES					7,000.00	
1	MFR-INST	INSTALLATION MOBILE FIELD REPORTING		2,800.00				
1	MFR-IMPL	IMPLEMENTATION FOR MOBILE FIELD REPORTING					2,800.00	
1	MCT-MNT-TRN	MCT MAINTENANCE TRAINING	1,280.00					
1	MFR-MNT-TRN	MOBILE FIELD REPORTING MAINTENANCE TRAINING	5,120.00					
1	MCT-TTT-TRN	MCT TRAIN THE TRAINER TRAINING	5,120.00					
1	MFR-TTT-TRN	MOBILE FIELD REPORTING TRAIN THE TRAINER TRAINING	8,960.00					
4.5	MCT-ADD-TRN	MCT & MFR ADD ON MODULE USER TRAINING	5,760.00					
1	MFR-PGL-CON	MOBILE POST GO-LIVE CLOSE OUT	5,120.00					
1	MCT-MFR- DSCVRY	ONESolution MCT/MFR Discovery				2,560.00		
1	MCT-MFR-MGL	ONESolution MCT/MFR Mock Go Live				3,840.00		
1	MCT-PROF-ADD-TECH	ADDITIONAL INSTALLATION SERVICES					4,200.00	
1	MCT-PROF-ADD-TECH	ADDITIONAL INSTALLATION SERVICES					1,400.00	
1	MCT-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES				4,200.00		
		Web Based Applications Implementation Services						
1	INT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES FOR INTERNET APPLICATIONS			4,320.00			
2	INT-OPS-INST	OPCENTER INSTALLATION		5,600.00				
1	INT-OPS-TRN	OPCENTER TRAINING	1,280.00					
1	INT-P2C-INST	POLICE 2 CITIZEN INSTALLATION		4,200.00				
1	RMS-AM-INST	FTO NSTALLATION		2,800.00				
1	RMS-PROF-ADD	FTO SYSTEM ADMIN TRAINING	640.00					
1	RMS-PROF-ADD	FTO USER TRAINING	2,560.00					
		Pay Agency Related Services						
1	OS-IBRCD	ONESolution Barcoding Installation Services		700.00				
1	SAT-MWP	Mugshot Capture Workstation Package Install		1,400.00				
2	PS-TS	Technical Services					3,200.00	
		TOTAL SERVICES FEE:	$96,640.00	$ 47,600.00	$ 59,520.00	$ 31,800.00	$ 71,600.00	$155,000.00

Services Notes:
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 equal to SunGard Public Sector's then-current list price rates for the services at issue.

2. Travel and living expenses are additional and will be billed monthly as SunGard Public Sector renders the services. Travel and Living expenses are estimated to be $36,000.

PAY AGENCY PRODUCTS:

Qty.	Part #	Pay Agency Products	Hardware & Software
		Miscellaneous Hardware and System Software	
1	SAT-PEBCK	P&E Bar-Coding Kit	$ 2,133.00
1	SAT-MWP	Mugshot Capture Workstation Package	$ 2,738.00
115	MIC-VO	Microsoft Visio 2013 Standard Edition	22,310.00
1	NOT-NPS	PageGate Network Paging Software	706.00
4	NOT-PC	PageGate Connector	553.84
		Pay Agency Products Totals	**$ 28,440.84**

Pay Agency Product Notes:

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

SUMMARY OF COSTS

Payment Schedule		Due on Contract Execution	90 days from Contract Execution	120 days from Contract Execution	Due as incurred	Completion of Detailed Specification	Completion of Mock Go-Live	Go-Live	30 days after Go-Live	As otherwise noted
Component Systems	$ 621,910.00	$ 155,477.50	$ 155,477.50	$ 310,955.00						
Services (Training, Installation, Project Management, Professional Services, Implementation)	307,160.00				$ 307,160.00					
Conversion	155,000.00					$ 15,500.00	$ 38,750.00	$ 38,750.00	$ 62,000.00	
Pay Agency Products	28,440.84									$ 28,440.84
Travel and Living (estimated)	36,000.00									36,000.00
Total	$ 1,148,510.84	$ 155,477.50	$ 155,477.50	$ 310,955.00	$ 307,160.00	$ 15,500.00	$ 38,750.00	$ 38,750.00	$ 62,000.00	$ 64,440.84
Percentage										
Annual Support (Year 2)	$ 123,889.60									$ 123,889.60

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: 25% on the Execution Date; 25% 90 days from the Execution Date; 50% 120 days from the Execution Date.

Training, Installation, Project Management,Professional Services, Implementation: Due as incurred.

Conversion Fees: 10% due on completion of detailed specification; 25% due on Completion of Mock Go-Live; 25% due on Go-Live; 40% due 30 days after Go-Live.

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"Go-Live" shall mean either (i) Customer's use of the Component Systems with real data in a production (and not testing) mode, or (ii) SunGard Public Sector's confirmation that Component Systems are ready for use in accordance with the terms hereof.

Pay Agency Products Hardware & Software Fee: 100% on delivery of the Pay Agency Products to Customer.

Improvements Fees: Improvements for the initial Contract Year are provided at no charge. The "Initial Annual Improvement Fees" amount in the table above represents the Improvements fee for the Second Contract Year. Improvement fees are due thirty (30) days prior to the commencement of Contract Year for which such fees are being remitted. Improvement fees for any Contract Year subsequent to the second full Contract Year are subject to change and will be specified by SunGard Public Sector in an annual invoice.

With the exception of payments due on the Contract Execution date, all payments for Services above are subject to prior Acceptance of Services as defined in Section 1, Definitions, of this Agreement.

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.

DESCRIPTIONS:

Part Number: CAD-T2
Description: BASE COMPUTER AIDED DISPATCH SYSTEM - SITE LICENSE
Long Description: Computer Aided Dispatch Includes:
    Single-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
    Includes three CAD Dispatcher/Call Taker Workstations

Part Number: CAD-CON-T2
Description: ADDITIONAL CAD CONSOLE LICENSE - SITE 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 - SITE 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

This does not include any GIS data, related attribute data, ortho photography or digitizing services. Should the Customer elect to maintain their maps with OASIS, they should use this license exclusively as a map editor and not as a CAD display license. Therefore, another CAD Map Display license would be required for the first CAD workstation.

Part Number: CAD-MAPD-T2
Description: ADDITIONAL CAD MAP DISPLAY LICENSE - SITE 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 - SITE LICENSE
Long Description: SunGard OSSI's 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: MCT-MIS-T2
Description: LAN CLIENT LICENSE FOR MESSAGE SWITCH - SITE LICENSE
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-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: CAD-MRM-T2
Description: CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS - SITE LICENSE
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: CAD-PG-T2
Description: ALPHA NUMERIC PAGING MODULE - SITE LICENSE
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-INT-CRY
Description: CAD INTERFACE TO CRYWOLF
Long Description: This is a two way interface with the 3rd party CRYWOLF alarm product. This interface will export alarm calls to CryWolf® for processing as well as build premise information in CAD for the purposes of notifying the Communicator of special alarm statuses defined inside of CryWolf®.

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-INST
Description: BASE CAD SOFTWARE INSTALLATION
Long Description: Three (3) days of service related to CAD installation. Includes installation and initial configuration of CAD software and standard interfaces on the Customer server, as well as on-site installation of CAD on 5 workstations during a knowledge transfer session with the Customer. Initial CAD Audit.

Part Number: CAD-IMPL
Description: BASE CAD SOFTWARE IMPLEMENTATION
Long Description: 15 days of services related to CAD implementation, consisting of: Four (4) days of advisory consultation to assist with Customer questions and requests throughout the project Three periodic CAD data audits, in which SunGard reviews and provides feedback on the Customer's progress in configuration the application (5 days total). Three (3) SunGard resources for two days each of on-site Go Live support. Support to be provided during weekday standard business hours (7 a.m.-7 p.m.) and not to exceed 8 hours per resources in a 24-hour period.

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 1 day of SunGard trainer class preparation/follow up.

Part Number: CAD-USR-TRN
Description: CAD USER TRAINING
Long Description: Training for end-users (10 people max.) on base CAD. Topics include navigation, call-processing, dispatching, searching, and reporting. Class duration = up to 4 days on-site, plus 1 day of SunGard trainer class preparation/follow up.

Part Number: CAD-MAP-IMPL
Description: MAPPING IMPLEMENTATION
Long Description: Up to 9 days of services related to implementation of mapping for use with the ONESolution applications (CAD and/or RMS). Includes a minimum of three periodic map data audits conducted remotely (3 days), as well as assistance with creating and loading map layers (6 days).

Part Number: CAD-DSCVRY
Description: ONESolution CAD Discovery
Long Description: Provide the customer with a discovery and work flow analysis of their existing processes and procedures. Investigate and recommend new processes and efficiency gains using the ONESolution.

Part Number: CAD-MGL
Description: ONESolution CAD Mock Go Live
Long Description: SunGard and the customer will jointly perform a mock Go-Live to exercise the ability to simulate and validate business work-flow processes based upon the contracted and installed SunGard applications. A memorandum of understanding with business process scenarios documentation is a pre-requisite deliverable.

Part Number: CAD-PROF-ADD
Description: CAD RESOURCE MONITOR TRAINING
Long Description: CAD Resource Monitor End User Training 1/2 Day.

Part Number: RMS-BASE-T8
Description: BASE RECORDS MANAGEMENT SYSTEM - SITE LICENSE
Long Description: SunGard's Client Server Version of RMS (requires Microsoft's Windows Server 2003 or higher) includes:
    Incident/Offense Module
    CrimeMatch Reporting
    Arrest Module
    Warrants Module
    UCR Property Management
    Master Name Module
    Master Vehicle Module
    Master Location Module (Requires either tabular or GIS-based Geo-File Module be Licensed)
    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-ACCIDENT-T1
Description: BASIC ACCIDENT MODULE - SITE LICENSE
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-WIZ-BASE-T1
Description: ACCIDENT WIZARD BASE SERVER LICENSE - SITE 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-CANINE-T1
Description: CANINE TRACKING MODULE - SITE LICENSE
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-CAPLUS-T1
Description: CRIME ANALYSIS PLUS.NET MODULE - SITE LICENSE
Long Description: Reach beyond elementary pin mapping with SunGard's Crime Analysis Plus.NET. Users connect incident data with digital maps to perform robust analysis designed to meet your agency's crime analysis objectives.   Get meaning from all of that data with a robust analysis toolbox that includes static and animated heat maps, statistical summaries and geographic summaries of incident data. Leverage base maps from Google, ESRI REST/WMS services, Bing, Yahoo and NOAA Weather Services to extend your location data resources. Through options to deploy Crime Analysis + desktop, lite or mobile versions the agency can organize and customize information into books and pages for each law beat, district, special project task force or workflow need to consume RMS or CAD data.
Deployment of the Mobile version requires deployment to a Webserver that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard's Technical department can provide server specs and pricing as needed.

Part Number: RMS-CA-T2
Description: CRIME ANALYSIS MODULE - SITE LICENSE
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-MAP-T8
Description: RMS MAP DISPLAY AND PIN MAPPING LICENSE - SITE LICENSE
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-GANG-T1
Description: GANG TRACKING MODULE - SITE LICENSE
Long Description: The Gang Tracking module collects names and information associated with the various gangs, including members, associates, and locations. This module also has the capability to separately record gang activity and events. The module comes with a Gang Dashboard, allowing the user to visualize gang members and related activities.

Part Number: RMS-INTELLIGENCE-T1
Description: INTELLIGENCE MODULE - SITE LICENSE
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-LINK-T2
Description: LINK ANALYSIS MODULE - SITE LICENSE
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 standalone 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-NTF-T8
Description: NOTIFICATION MODULE - SITE LICENSE
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-P&E-T1
Description: PROPERTY AND EVIDENCE MODULE - SITE LICENSE
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-BAR HOST-T1
Description: BAR CODING SERVER LICENSE - SITE LICENSE
Long Description: Bar-Coding Host allows client to communicate to host server and the Property and Evidence module.

Part Number: RMS-BAR-CLIENT-T1
Description: BAR CODING HAND-HELD CLIENT LICENSE - SITE LICENSE

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-PSD-T1
Description: PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE - SITE LICENSE
Long Description: The Professional Standards (Internal Affairs) module (PSD) allows the Customer to track civilian and sworn individuals involved in professional standard investigations. The module allows categorization for all types of PSD investigations and provides specific data collection tools for Use of Force, Vehicle Pursuits, and Traffic Accidents involving departmental vehicles. The module provides a high level of security, including the encryption of key data within the Customer's relational database.

Part Number: RMS-RSW-T1
Description: RESIDENTIAL SECURITY WATCH MODULE - SITE LICENSE
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 - SITE LICENSE
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-P2P
Description: POLICE TO POLICE INTERNET DATA SHARING - SITE LICENSE
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-FLMAINT-T1
Description: FLEET MAINTENANCE MODULE - SITE LICENSE
Long Description: This module is used to record and report on scheduled and sporadic maintenance done on the agency's vehicle fleet.

Part Number: RMS-INV-LEADS
Description: INVESTIGATIVE LEADS MODULE - SITE LICENSE
Long Description: The SunGard Public Sector Investigative Leads Management module is available for the Records Management System (RMS) and Mobile Field Reporting (MFR) applications. The purpose of this module is to track investigative leads, tips on criminal activity, and follow-up activities that may or may not be under investigation by an agency. This module allows users to add leads, inventory case-related leads, and review/record dispositions. After an Investigative Lead record is established, users can add activities, notes, and findings related to follow-up investigation by adding tracking entries in RMS or MFR.

Part Number: RMS-POP-T1
Description: PROBLEM ORIENTED POLICING MODULE - SITE LICENSE
Long Description: The Problem Oriented Policing module is a knowledge based application which gives an agency the ability to collect and record data relating to Problem Oriented Policing activities. The types of activities to be recorded are varied but generally include directed patrols and service requests from citizens. This module provides the ability to record the name of the citizen requesting action, the location of the activity, a description of the activity, the officer assigned to follow up on the request/assignment and actions taken by the officer. The module also provides search capabilities and the generation of follow up letters and/or emails to the requesting citizen.

Part Number: RMS-QTRMSTR-T1
Description: QUARTERMASTER MODULE - SITE LICENSE
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

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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-BIKE-T1
Description: BIKE REGISTRATION MODULE - SITE LICENSE
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-PARK-T1
Description: PARKING TICKET ADMINISTRATION MODULE - SITE LICENSE
Long Description: The Parking Ticket module allows users to record and search the details of each issued parking violation, including vehicle, owner and violation information. The module also tracks the payment status and application of late fees based upon agency defined policies.

Part Number: JMS-MUG-1
Description: MUGSHOT CAPTURE STATION SOFTWARE - SITE LICENSE
Long Description: This is the software that allows for the capturing and viewing of mugshots from one workstation. SunGard requires that this workstation is dedicated solely for mugshot capturing and no other software is loaded on the PC. SunGard's specialized capture board is required. SunGard recommends three-point lighting and 18% flat gray background that follow the FBI`s new NIST standards. The Customer must additionally acquire a mugshot capture station from SunGard.

Part Number: JMS-MS DISPLAY-50
Description: MUGSHOT DISPLAY SOFTWARE LICENSE - SITE LICENSE
Long Description: This allows the Customer to view mugshots and create line-ups.

Part Number: RMS-RL-T1
Description: REMOTE LINEUP APPLICATION - SITE LICENSE
Long Description: The Remote Lineup Application allows users to create an 8 Image Lineup within RMS and have the images and miscellaneous lineup information sent to a remote workstation/laptop to facilitate the lineup process while disconnected from the network. Information about the lineup (witness/victim shown to, date/time shown, location, others present, etc.) is collected in conjunction with the lineup procedure. The witness/victim may interactively make their suspect selection or make no selection. Results of the lineup may be transferred from the laptop back to RMS for archive purposes.

Policies from the NC Actual Innocence Commission are enforced with this application.

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-INST
Description: BASE RMS SOFTWARE INSTALLATION CHARGES
Long Description: Five (5) days of services related to RMS server and application installation. Includes setting up the server with ONESolution and appropriate databases, as well as installation and initial configuration of RMS, P2P, and standard interfaces. Includes initial data audit. Also includes the on-site installation of RMS on 5 workstations during a knowledge transfer session with the Client.

Part Number: RMS-IMPL
Description: BASE RMS SOFTWARE IMPLEMENTATION CHARGES
Long Description: Eleven (11) days of services for RMS implementation, consisting of: Three periodic RMS data audits, in which SunGard reviews and provides feedback on the Client's progress in configuration the application (4 days total). Two (2) days of advisory consultation to assist the Client with RMS questions and requests throughout the project. Three (3) SunGard resources (1 RMS consultant, 2 trainers) for two days each of on-site Go Live support. Support to be provided during standard weekday business hours (7 am-7 pm) and not to exceed 8 hours per resource in a 24-hour period.

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 1 day of SunGard trainer class preparation/follow up.

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 1 day of SunGard trainer class preparation/follow up.

Part Number: RMS-DET-TRN
Description: RMS TRAINING FOR INVESTIGATORS
Long Description: This course is intended for law enforcement investigators and detective supervisors who will be using RMS to track and manage cases. Class focuses on case management, searching in all RMS modules, and Investigator Dashboard.

Training includes 2 classroom days, plus 1 day of SunGard trainer class preparation and follow-up.

Part Number: RMS-OVR-TRN
Description: RECORDS MANAGEMENT SYSTEM OVERVIEW TRAINING
Long Description: A high-level overview of the Records Management System intended for administrative users, command staff, and specialty module users. Designed to raise awareness of key application features and functions for personnel who may need to perform searches or generate reports but will not be routinely entering data in core RMS modules. Class duration = up to 1 day on-site plus one day of trainer preparation and follow-up.

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

RMS-P2P	1/2	Day
RMS-ACCIDENT	1/2	Day
RMS-BAR-CLIENT	1	Day
RMS-CA	1	Day
RMS-CANINE	1/2	Day
RMS-CAPLUS	1/2	Day
RMS-FLMAINT	1/2	Day
RMS-GANG	1	Day
RMS-INTELL	1/2	Day
RMS-INV-LEADS	1/2	Day
RMS-LINK	1/2	Day
RMS-NTF	1	Day
RMS-P&E	1	Day
RMS-POP	1/2	Day
RMS-PSD	1 1/2	Days
RMS-QTRMSTR	1	Day
RMS-RSW	½	Day
RMS-TRAIN	1/2	Day
RMS-BIKE	1/2	Day
RMS-PARK	1/2	Day
JMS-MUG	1/2	Day
JMS-MSDSP	1/2	Day
RMS-RL	2	Days

Part Number: RMS-DSCVRY
Description: ONESolution RMS Discovery
Long Description: Provide the client with a discovery and work flow analysis of their existing processes and procedures. Investigate and recommend new processes and efficiency gains using the ONESolution.

Part Number: RMS-MGL
Description: ONESolution RMS Mock Go Live
Long Description: SunGard and the client will jointly perform a mock Go-Live to exercise the ability to simulate and validate business workflow processes based upon the contracted and installed SunGard applications. A memorandum of understanding with business process scenarios documentation is a prerequisite deliverable.

Part Number: MCT-SWI-T10
Description: MESSAGING SOFTWARE - SITE LICENSE
Long Description: The Message Switch software includes a query interface from the SunGard application for workstation-to-Workstation messaging. Secondarily, it supports State/NCIC queries from the Data Entry window. Responses from the State 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 queries.
NOTE: Any State/NCIC data entry functions must be performed with state supplied software or technology.

Part Number: MCT-SWI-S2S-T2
Description: SWITCH TO SWITCH - SITE LICENSE
Long Description: The S2S (Switch to Switch) module is designed to route Message Switch traffic, including car to car messages, RMS Name queries, and RMS Vehicle queries between two or more independent Message Switch applications. This feature allows for external agency returns of local data with a single query. With S2S in place, an agency running NCIC/State queries will also query connected agency(s)' RMS database for matching Names and Vehicles and return those results as an external response message.

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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: MCT-BMS-T10
Description: BASE MOBILE SERVER SOFTWARE - SITE LICENSE
Long Description: Mobile Server processes all mobile inquiries to SunGard's CAD and RMS databases.

Part Number: MCT-MFR-REV-T10
Description: REVIEW MODULE FOR FIELD REPORTING - SITE LICENSE
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-FREEDOM-SER
Description: ONESolution FREEDOM Server - SITE LICENSE
Long Description: FREEDOM delivers the power of SunGard Public Sector's ONESolution Public Safety Software to smartphones and tablets. FREEDOM is a mobile HTML5 application designed to be platform independent. Supported platforms include iOS, Android, and Windows.

Part Number: MCT-FREEDOM-PREM
Description: ONESolution FREEDOM Premium - SITE LICENSE
Long Description: FREEDOM delivers the power of SunGard Public Sector's ONESolution Public Safety Software to smartphones and tablets. FREEDOM is a mobile HTML5 application designed to be platform independent. Supported platforms include iOS, Android, and Windows.

FREEDOM Premium extends core Mobile Dispatch functionality onto the mobile phone or tablets of authorized Agency employees. Accessible anywhere in the field with a 3G signal or better, FREEDOM Premium provides key MCT functions. FREEDOM Premium carries this functionality further including:

"   All of the FREEDOM Base functions
"   BOLO Entry
"   Advanced CAD Query Functions: View Active Advisories, Active BOLO's, Event History Search, Holding Events, My Last 12 Hours of CFS, CAD Phone Directory, Residential Security Checks, SOP's, Out of Service Units, Stolen Vehicle Hot Sheet, RMS Incident Search
"   FireHouse Interface Capable
"   NCIC Query Capable
"   Additional Future Interface Capable
"   AVL Capable

Part Number: MCT-CLIENT-T11
Description: MCT CLIENT - DIGITAL DISPATCH - SITE LICENSE
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-T11
Description: MCT CLIENT - MAPS - SITE LICENSE
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-T11
Description: MFR CLIENT - BASE INCIDENT/OFFENSE - SITE LICENSE
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-ACC-T11
Description: MFR CLIENT - ACCIDENT REPORTING - SITE LICENSE
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: RMS-WIZ-CLIENT-T11
Description: ACCIDENT WIZARD WORKSTATION - SITE 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: MCT-MFR-ARREST-T11
Description: MFR CLIENT - ARREST - SITE LICENSE
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-AFF-T11
Description: MFR CLIENT - ARREST AFFIDAVIT - SITE LICENSE
Long Description: This client specific module is for the creation of the Arrest Affidavit from the field. The arrest data is transferred to the Arrest Module within RMS. It allows for the remote printing of the affidavit. It does not include printing hardware. Each agency's affidavit form may vary and must be approved by Product Management.

Part Number: MCT-MFR-CITATION-T11
Description: MFR CLIENT - CITATION - SITE LICENSE
Long Description: The Citation Module allows officers using SunGard's Mobile product to capture data from the written state citation form. In some states, this Module has the ability to reproduce the printed state form in the car. Printer hardware not included.

Part Number: MCT-MFR-FLMAINT-T1-10
Description: FLEET MAINTENANCE - SITE LICENSE
Long Description: The MFR Fleet Maintenance module is designed to replace the paper based fleet inspection function. The following capabilities are provided: Officers in the field can enter the condition of the equipment that has been assigned to the car on a daily basis. Users can enter and track vehicle condition including fuel, mileage, repairs need, and damage as well as track the condition of additional equipment assigned to the vehicle.

The Vehicle Inspection report can be printed in the field and also be pushed to RMS Fleet Inspection module

RMS Fleet inspection module is a prerequisite for buying the MFR Fleet Inspection module.

Part Number: MCT-MFR-INVLEAD
Description: MFR INVESTIGATIVE LEADS - SITE LICENSE
Long Description: The SunGard Public Sector Investigative Leads Management module is available for the Mobile Field Reporting (MFR) application. The purpose of this module is to allow the officer to generate and submit investigative leads, tips on criminal activity, and follow-up activities from the field to the Records Management System. This module allows users to add leads, inventory case-related leads, and review/record dispositions. After an Investigative Lead record is established, users can add activities, notes, and findings related to follow-up investigation by adding tracking entries.

Part Number: MCT-MFR-POP-T11
Description: PROBLEM ORIENTED POLICING MODULE - SITE LICENSE
Long Description: Module includes the ability to create new Problem Oriented Policing records in MFR for submission to RMS. Allows the user to document follow-up activities on Problem Oriented Policing tasks. Requires licensing of RMS-POP.

Part Number: MCT-MFR-PARK-T11
Description: MFR CLIENT - PARKING TICKET - SITE LICENSE
Long Description: This module is located in the Mobile Field Reporting product line and extends the RMS Parking Module to the field. It allows for remote printing of tickets (with approved hardware). It does not include printing hardware. Requires licensing of RMS-PARK.

Part Number: MCT-MFR-CANINE-T1
Description: MFR CLIENT - CANINE - SITE LICENSE
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-MFR-MBLN-CLIENT-T1
Description: MFR CLIENT- MOBLAN VERSION - SITE LICENSE
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-T10
Description: AVL SERVER HOST LICENSE - SITE LICENSE

Long Description: This is the CAD Server License of SunGard OSSI's Automatic Vehicle Locator (AVL) software.

Part Number: MCT-AVL-CLIENT-T10
Description: MCT CLIENT - AVL - SITE LICENSE
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-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: MCT-SWI-INST
Description: INSTALLATION OF BASE MESSAGE SWITCH
Long Description: Two (2) days of services for installation and set-up of SunGard's Message Switch application software.

Part Number: MCT-SWI-IMPL
Description: IMPLEMENTATION OF BASE MESSAGE SWITCH
Long Description: One (1) day of technical services to configure for State Access and to conduct Maintenance Training.

Part Number: MCT-AVL-SERV
Description: AVL INSTALLATION AND TRAINING
Long Description: Two (2) days of on-site services for AVL installation, configuration, and Administrator training.

Part Number: MCT-BMS-INST
Description: INSTALLATION OF BASE MOBILE SERVER SOFTWARE
Long Description: Three (3) days of service related to installation of the SunGard mobile applications and consisting of:

Two (2) days of technical services for server build, ensure communications are working, connect to the message switch, and configure with mobile communications.

One (1) day of advisory consultation to assist with Customer questions and requests throughout the project.

Part Number: MCT-IMPL
Description: MOBILE IMPLEMENTATION SERVICES
Long Description: Five (5) days of services for MCT implementation, consisting of:

Two (2) days for an on-site visit to configure MCT, conduct MCT Maintenance Training (for up to 6 participants or as determined by mutual agreement of SunGard and the Customer), and provide knowledge transfer on installation of MCT on 5 mobile computers.

Two (2) days of on-site Go Live support by one SunGard resource. Service to be provided during standard weekday business hours (7 a.m.-7 p.m.) and not to exceed 8 hours per 24-hour period.

One (1) day of advisory consultation to provide assistance with Customer MCT questions and issues throughout the project.

Part Number: MFR-INST
Description: INSTALLATION MOBILE FIELD REPORTING
Long Description: Two (2) days of services for initial installation and configuration of MFR on the Customer server.

Part Number: MFR-IMPL
Description: IMPLEMENTATION FOR MOBILE FIELD REPORTING
Long Description: Two (2) days of services for advisory consultation providing assistance with Customer MFR questions and requests throughout the project.

Part Number: MCT-MNT-TRN
Description: MCT 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 set-up of MCT on the server and on laptops and selection of system settings. Class duration = up to 1 day.

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 3 days on-site, plus 1 day of SunGard trainer class preparation/follow up.

Part Number: MCT-TTT-TRN
Description: MCT TRAIN THE TRAINER TRAINING
Long Description: Up to three (3) days of on-site training assistance, plus 1 day of SunGard trainer class preparation/follow up. Class includes hands-on product training, as well as assistance to agency instructors preparing to conduct MCT User Training. Maximum number of participants = 6.

Part Number: MFR-TTT-TRN
Description: MOBILE FIELD REPORTING TRAIN THE TRAINER TRAINING
Long Description: Six (6) days of on-site training, plus 1 day of SunGard trainer class preparation/follow up. Class includes hands-on product training and assistance designed to prepare agency training staff for conducting MFR User Training. Maximum number of participants = 6.

Part Number: MCT-ADD-TRN
Description: MCT & MFR ADD ON MODULE USER TRAINING
Long Description: Training for MCT and MFR Add-on Modules to include:

MCT-MFR-ACC	1	Day
MCT-MFR-AFF	1/2	Day
MCT-MFR-ARREST	1/2	Day
MCT-MFR-CANINE	1/2	Day
MCT-MFR-CITATION	1/2	Day
MCT-MFR-INVLEAD	1/2	Day
MCT-MFR-PARK	1/2	Day
MCT-FREEDOM	1/2	Day

Part Number: MFR-PGL-CON
Description: MOBILE POST GO-LIVE CLOSE OUT
Long Description: On-site visit by a SunGard Consultant-Instructor conducted 60-90 days post go live to assist the customer in identifying and/or closing out training issues and functionality questions. Consists of on-site observation and interviews, followed by a meeting with key personnel for detailed review of agency questions and recommendations to increase efficiency and effectiveness of system use. Deliverable includes written report of issues and recommended solutions within the application. Includes 3 days on-site plus 1 day of SunGard trainer class preparation and follow-up.

Part Number: MCT-MFR- DSCVRY
Description: ONESolution MCT/MFR Discovery
Long Description: Provide the customer with a discovery and work flow analysis of their existing processes and procedures. Investigate and recommend new processes and efficiency gains using the ONESolution.

Part Number: MCT-MFR-MGL
Description: ONESolution MCT/MFR Mock Go Live
Long Description: SunGard and the client will jointly perform a mock Go-Live to exercise the ability to simulate and validate business workflow processes based upon the contracted and installed SunGard applications. A memorandum of understanding with business process scenarios documentation is a prerequisite deliverable.

Part Number: MCT-PROF-ADD-TECH
Description: ADDITIONAL INSTALLATION SERVICES
Long Description: FREEDOM Server Installation

Part Number: MCT-PROF-ADD-TECH
Description: ADDITIONAL INSTALLATION SERVICES
Long Description: Switch to Switch Installation

Part Number: MCT-PROF-ADD
Description: ADDITIONAL PROFESSIONAL SERVICES
Long Description: Switch to Switch Implementation

Part Number: INT-OPSCAD
Description: OPS CAD
Long Description: OpsCAD is a browser-based application that provides remote view-only access to the Customer`s SunGard Computer Aided Dispatch system. The application provides a secure method for the Customer to view open/active calls, available/active units, and search event history. If the Customer`s SunGard CAD system has maps, then the active calls can be displayed graphically on a remote map.

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-OPSRMS
Description: OPS RMS

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Long Description: OpsRMS is a browser-based application that provides remote view-only access to the Customer`s SunGard-provided Records Management System. The application provides a secure method for a Customer to search Names, Vehicles, Accidents, Warrants, Pawn, Incidents, Gangs and Property information.

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'sTechnical department will provide server specs and pricing as needed.

Part Number: INT-P2C
Description: POLICE 2 CITIZEN
Long Description: Utilize the Internet to host a portal for citizens to retrieve, enter, and print reports. Our P2C (Police to Citizen) application is a browser-based solution that provides a convenient solution for citizens. Citizens can search accident reports, view the daily bulletin, view missing persons, view the agency's event calendar, enter basic incident reports, perform simple searches, download reports, and complete applications online.

Part Number: INT-FTO-PREMISE
Description: FTO - SITE LICENSE
Long Description: FTO Module

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: INT-OPS-INST
Description: OPCENTER INSTALLATION
Long Description: Includes two (2) days of services related to installation of OpCenter, consisting of server installation, followed by installation and configuration of the OpCenter application.

Part Number: INT-OPS-TRN
Description: OPCENTER TRAINING
Long Description: Webinar for end-users (up to 10 people) on OpCenter. Topics include viewing CAD and/or RMS data. Class duration = 1 day.

Part Number: INT-P2C-INST
Description: POLICE 2 CITIZEN INSTALLATION
Long Description: Three (3) days of services for installation and configuration of the P2C application. Includes time for Administrator training and consultation with the Customer.

Part Number: RMS-AM-INST
Description: FTO NSTALLATION
Long Description: Installation and setup of any add-on RMS modules that are purchased in addition to the base RMS Product. Message switch and mapping related items are not a part of this item.

Part Number: RMS-PROF-ADD
Description: FTO SYSTEM ADMIN TRAINING
Long Description: 1/2 day system admin training for FTO.

Part Number: RMS-PROF-ADD
Description: FTO USER TRAINING
Long Description: FTO End User Training 2 days.

Pay Agency and Related Pay Agency Services

Part Number: SAT-PEBCK
Description: P&E Bar-Coding Kit
Long Description: Property and Evidence Barcode Scanning Solution
 - (1) Unitech PA520 Windows Mobile PDA with Barcode Scanner
 - (1) Unitech PA520 Device Cradle
 - (1) Unitech Capacitive Stylus for the PA520
 - (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 Bar Coding Hardware.

Part Number: MIC-VO
Description: Microsoft Visio 2013 Standard Edition
Long Description: Visio 2013 Standard Edition for in-depth technical diagrams and drawings. Required as an interface to the SunGard Accident Wizard module.

Currently SunGard only supports Visio 2010 with the Accident Wizard module. Since only Visio 2013 licenses are available at this time, customers should use the Microsoft Downgrade Rights Program to acquire the Visio 2010 installation media for use with our products.

Part Number: NOT-NPS
Description: Notepage 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.

Part Number: NOT-PC
Description: Notepage PageGate Connector
Long Description: Additional Connector Software for PageGate. Additional Connectors are recommended for customers that have more than 10 page recipients. One connector should be added for every 10 users on the system.

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

Part Number: SAT-MWP
Description: Mugshot Capture Workstation Package
Long Description: Package includes the following:
     (1) Dell Optiplex workstation with 19.5" monitor
     (1) 3 year Dell ProSupport with NBD limited onsite service after remote diagnosis,
     (1) Frame Grabber USB video capture card,
     (1) Sony EVI-D100P digital camera (SON-DC),
     (1) 25' RCA coax video cable (SAT-MVC),
     (1) 25' Camera Control Cable.
 Requires an available serial port to use keyboard control. Installation and configuration services require the workstation to be shipped to SunGard Public Sector. After configuration workstation is shipped to the client site. SunGard Public Sector remotely assists the client with the implementation unless on-site setup is specified in the contract

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

Part Number: PS-TS
Description: Technical Services, Implementation Services for Application Server
Long Description: SunGard's Implementation Services include:
 - Server Hardware Configuration and initialization
 - Installation and configuration of Windows Operating System
 - Installation and configuration of Microsoft SQL Server database software (If necessary)
 - Hardware Ownership Transfer

All Application Servers referenced in this Agreement shall be shipped to the appropriate SunGard offices. SunGard will install and configure all software on the Application Server per the contract agreement. The server will then be shipped to the Customer's site for final implementation per the contract.

SunGard proposes conversion services to convert data for Riviera Beach from the legacy system VisionAir into the ONESolution CAD modules listed below:

  (1)-Event History

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Conversion services include Discovery and Data Analysis, Initial Auditing and Quality review of converted records and go-live services. The services as stated above are proposed at: $17,400.

Conversion Services – Long Description

The customer must provide complete copies of the source data as required throughout the conversion project. All source data must be from a single source product/database and for a single agency only. Typically, 3 extractions of data from the legacy system is sufficient. Source data must be provided on standard PC readable media (an external hard disk drive, USB flash drive, CD/DVD, etc.) or via electronic transfer (FTP, SecureFTP, etc.) and in one of the following formats (in order of preference): SQL Database Backup, DBF, Access, Excel or Delimited ASCII text file including column headers. SunGard will work with the customer to extract data from accessible data sources, such as ODBC, where possible and reasonable (up to 4 hours.) Images to be converted as mugshots must be in standard JPG format. Other files to be converted as attachments must be in the desired attachment format upon delivery to SunGard. SunGard will perform linking and storage of attachments and mugshots as required and when duly contracted but does not manipulate the format of the file during conversion. The services of a third party company may be required to extract data to a SunGard approved format. Costs or services associated with third party data extraction and delivery are specifically excluded. Customer agrees to accept responsibility for arrangement and procurement of third party services related to data extraction in cases where reasonable effort to complete this task fails. Data conversion services are provided remotely unless specified otherwise. Legacy data will be converted into corresponding elements in the SunGard database. Where no directly corresponding element exists in the ONESolution database, legacy data may be stored in "notes" or as an attachment to the original record contingent upon conversion of attachments having been included in the conversion. SunGard will provide continual guidance to determine the best conversion approach for legacy data based on client need. Data conversion does not include creation of new data elements in the SunGard product. Data that does not fit within the constraints of the structure of the SunGard database must be translated, truncated or an alternate conversion approach (such as storing data in notes or as an attachment) must be identified. SunGard will perform a thorough data analysis of legacy data. The results of the analysis will be used to document the final scope, including details of data mapping and translation in a separate, mutually agreeable and properly executed scope of work. The scope of work will become the binding agreement for specific conversion deliverables and final acceptance of converted data. The scope of work should be reviewed and accepted, then signed and returned by the client within the time provided in the project schedule. Conversion efforts will continue as scheduled and should late return of the SOW result in development changes for the conversion, customer agrees to pay costs invoiced for additional effort as a result of the delay.

ONESolution data conversions are performed on a modular basis, meaning data is not converted "all at once" but module by module with quality review and feedback between modules. SunGard conversion developers work with customer data experts, documentation and 3rd party resources as required to understand legacy data structures, relationships and business practices. Customer agrees to provide and coordinate resources for understanding legacy data systems as required for a successful conversion. Client is responsible for translation of legacy codes to ONESolution codes as required. SunGard will provide codes requiring translation. Translation data should be returned before the conversion of legacy data begins and within the time specified in the project schedule. SunGard will design, code, test and deliver conversion results to a dedicated environment for review by the customer. SunGard cannot make any assumption regarding correctness of customer data. The Client maintains ownership of data quality and responsibility for confirming the accuracy of converted data. Client resources must thoroughly review converted data during the initial phases of conversion and report all issues to the SunGard conversion team. Quality review must be complete; all issues combined into a single list for each iteration and feedback for required adjustments must be returned within the timeframe specified in the project schedule. If customer feedback is not received SunGard will send an alert to project stakeholders highlighting an increased risk of data quality issues and potential cost overruns related to lack of responsiveness to requests for quality review. If unresponsiveness continues for 2 weeks, the subject iteration/module will be closed and the next iteration cycle will start. If the client does not respond to any conversion related requests for a continuous period of 60 days, the conversion project may be closed and invoiced in accordance with contract terms and conditions.

This agreement provides up to 3 (three) built-on opportunities for client review of the results of each converted module. Adjustments are made after customer feedback to achieve the best result possible. Upon completion of the third iteration the customer is expected to provide written acknowledgement that the conversion results for that module have been diligently reviewed and are acceptable for the final conversion. The signed module acceptance form must be received before data for that module is converted to the final environment. The customer will then be provided a final (fourth) opportunity to review the converted data for conformance with the results previously accepted for that module. SunGard will correct any differences between the final conversion and the previously accepted conversion results under this agreement. Other corrections are subject to additional costs on a time and materials basis.

This conversion includes final delivery of converted data into respective ONESolution product environment(s) hosted on customer equipment. The conversion approach (production, archive or hybrid) for each product must be made as conversion begins and prior to any conversion development. Future changes to the approach will be accommodated only under limited circumstances and may not be possible. The decision regarding approach should be considered final and unchangeable due to the varying work approaches.

Conversion of data into any ONESolution module not listed in this proposal or conversion of data from sources not specified in this proposal is specifically excluded. Minor data manipulation may be needed during conversion to "clean-up" legacy data not suitable for conversion as-is. Data cleanup efforts are limited to large scale issues that affect a significant number of records and can be addressed in a systematic manner. Correction of multiple, "one-off" or unusual occurrences of specific mistakes in legacy data may be considered at an additional cost. Proactive identification of data anomalies and discussion of business rules and relationships in legacy data will best support the conversion effort and quality results.

SunGard will provide support for newly reported issues with converted data for a period of 60 days following final written acceptance of the conversion or 30 days after delivery of final results to the specified destination, whichever is later. Requests for conversion support outside of this agreement should be initiated through your SunGard account executive.

The conversion pricing does not include professional services costs for setup of the conversion environment; training or AIC assistance with conversion activities; conversion project management or travel costs/budget for onsite data conversion activities.

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SunGard proposes conversion services to convert data for Riviera Beach from the legacy system VisionAir into the ONESolution RMS modules listed below:

> (1)-Master Names, SMT, Physc, no History (2)-Incidents (3)-Arrests (4)-Case Mgt. - Incident (Most Recent Only) (5)-Field Contact (6)-System Attachments

Conversion services include Discovery and Data Analysis, Initial Auditing and Quality review of converted records and go-live services. The services as stated above are proposed at: $64,600.

Conversion Services – Long Description

The customer must provide complete copies of the source data as required throughout the conversion project. All source data must be from a single source product/database and for a single agency only. Typically, 3 extractions of data from the legacy system is sufficient. Source data must be provided on standard PC readable media (an external hard disk drive, USB flash drive, CD/DVD, etc.) or via electronic transfer (FTP, SecureFTP, etc.) and in one of the following formats (in order of preference): SQL Database Backup, DBF, Access, Excel or Delimited ASCII text file including column headers. SunGard will work with the customer to extract data from accessible data sources, such as ODBC, where possible and reasonable (up to 4 hours.) Images to be converted as mugshots must be in standard JPG format. Other files to be converted as attachments must be in the desired attachment format upon delivery to SunGard. SunGard will perform linking and storage of attachments and mugshots as required and when duly contracted but does not manipulate the format of the file during conversion. The services of a third party company may be required to extract data to a SunGard approved format. Costs or services associated with third party data extraction and delivery are specifically excluded. Customer agrees to accept responsibility for arrangement and procurement of third party services related to data extraction in cases where reasonable effort to complete this task fails. Data conversion services are provided remotely unless specified otherwise. Legacy data will be converted into corresponding elements in the SunGard database. Where no directly corresponding element exists in the ONESolution database, legacy data may be stored in "notes" or as an attachment to the original record contingent upon conversion of attachments having been included in the conversion. SunGard will provide continual guidance to determine the best conversion approach for legacy data based on client need. Data conversion does not include creation of new data elements in the SunGard product. Data that does not fit within the constraints of the structure of the SunGard database must be translated, truncated or an alternate conversion approach (such as storing data in notes or as an attachment) must be identified. SunGard will perform a thorough data analysis of legacy data. The results of the analysis will be used to document the final scope, including details of data mapping and translation in a separate, mutually agreeable and properly executed scope of work. The scope of work will become the binding agreement for specific conversion deliverables and final acceptance of converted data. The scope of work should be reviewed and accepted, then signed and returned by the client within the time provided in the project schedule. Conversion efforts will continue as scheduled and should late return of the SOW result in development changes for the conversion, customer agrees to pay costs invoiced for additional effort as a result of the delay.

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This conversion includes final delivery of converted data into respective ONESolution product environment(s) hosted on customer equipment. The conversion approach (production, archive or hybrid) for each product must be made as conversion begins and prior to any conversion development. Future changes to the approach will be accommodated only under limited circumstances and may not be possible. The decision regarding approach should be considered final and unchangeable due to the varying work approaches.

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The conversion pricing does not include professional services costs for setup of the conversion environment; training or AIC assistance with conversion activities; conversion project management or travel costs/budget for onsite data conversion activities.

SunGard proposes conversion services to convert data for Riviera Beach from the legacy system USA Software into the ONESolution RMS modules listed below:

(1)-Evidence

Conversion services include Discovery and Data Analysis, Initial Auditing and Quality review of converted records and go-live services. The services as stated above are proposed at: $16,600.

Conversion Services – Long Description

The customer must provide complete copies of the source data as required throughout the conversion project. All source data must be from a single source product/database and for a single agency only. Typically, 3 extractions of data from the legacy system is sufficient. Source data must be provided on standard PC readable media (an external hard disk drive, USB flash drive, CD/DVD, etc.) or via electronic transfer (FTP, SecureFTP, etc.) and in one of the following formats (in order of preference): SQL Database Backup, DBF, Access, Excel or Delimited ASCII text file including column headers. SunGard will work with the customer to extract data from accessible data sources, such as ODBC, where possible and reasonable (up to 4 hours.) Images to be converted as mugshots must be in standard JPG format. Other files to be converted as attachments must be in the desired attachment format upon delivery to SunGard. SunGard will perform linking and storage of attachments and mugshots as required and when duly contracted but does not manipulate the format of the file during conversion. The services of a third party company may be required to extract data to a SunGard approved format. Costs or services associated with third party data extraction and delivery are specifically excluded. Customer agrees to accept responsibility for arrangement and procurement of third party services related to data extraction in cases where reasonable effort to complete this task fails. Data conversion services are provided remotely unless specified otherwise. Legacy data will be converted into corresponding elements in the SunGard database. Where no directly corresponding element exists in the ONESolution database, legacy data may be stored in "notes" or as an attachment to the original record contingent upon conversion of attachments having been included in the conversion. SunGard will provide continual guidance to determine the best conversion approach for legacy data based on client need. Data conversion does not include creation of new data elements in the SunGard product. Data that does not fit within the constraints of the structure of the SunGard database must be translated, truncated or an alternate conversion approach (such as storing data in notes or as an attachment) must be identified. SunGard will perform a thorough data analysis of legacy data. The results of the analysis will be used to document the final scope, including details of data mapping and translation in a separate, mutually agreeable and properly executed scope of work. The scope of work will become the binding agreement for specific conversion deliverables and final acceptance of converted data. The scope of work should be reviewed and accepted, then signed and returned by the client within the time provided in the project schedule. Conversion efforts will continue as scheduled and should late return of the SOW result in development changes for the conversion, customer agrees to pay costs invoiced for additional effort as a result of the delay.

ONESolution data conversions are performed on a modular basis, meaning data is not converted "all at once" but module by module with quality review and feedback between modules. SunGard conversion developers work with customer data experts, documentation and 3rd party resources as required to understand legacy data structures, relationships and business practices. Customer agrees to provide and coordinate resources for understanding legacy data systems as required for a successful conversion. Client is responsible for translation of legacy codes to ONESolution codes as required. SunGard will provide codes requiring translation. Translation data should be returned before the conversion of legacy data begins and within the time specified in the project schedule. SunGard will design, code, test and deliver conversion results to a dedicated environment for review by the customer. SunGard cannot make any assumption regarding correctness of customer data. The Client maintains ownership of data quality and responsibility for confirming the accuracy of converted data. Client resources must thoroughly review converted data during the initial phases of conversion and report all issues to the SunGard conversion team. Quality review must be complete; all issues combined into a single list for each iteration and feedback for required adjustments must be returned within the timeframe

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specified in the project schedule. If customer feedback is not received SunGard will send an alert to project stakeholders highlighting an increased risk of data quality issues and potential cost overruns related to lack of responsiveness to requests for quality review. If unresponsiveness continues for 2 weeks, the subject iteration/module will be closed and the next iteration cycle will start. If the client does not respond to any conversion related requests for a continuous period of 60 days, the conversion project may be closed and invoiced in accordance with contract terms and conditions.

This agreement provides up to 3 (three) built-on opportunities for client review of the results of each converted module. Adjustments are made after customer feedback to achieve the best result possible. Upon completion of the third iteration the customer is expected to provide written acknowledgement that the conversion results for that module have been diligently reviewed and are acceptable for the final conversion. The signed module acceptance form must be received before data for that module is converted to the final environment. The customer will then be provided a final (fourth) opportunity to review the converted data for conformance with the results previously accepted for that module. SunGard will correct any differences between the final conversion and the previously accepted conversion results under this agreement. Other corrections are subject to additional costs on a time and materials basis.

This conversion includes final delivery of converted data into respective ONESolution product environment(s) hosted on customer equipment. The conversion approach (production, archive or hybrid) for each product must be made as conversion begins and prior to any conversion development. Future changes to the approach will be accommodated only under limited circumstances and may not be possible. The decision regarding approach should be considered final and unchangeable due to the varying work approaches.

Conversion of data into any ONESolution module not listed in this proposal or conversion of data from sources not specified in this proposal is specifically excluded. Minor data manipulation may be needed during conversion to "clean-up" legacy data not suitable for conversion as-is. Data cleanup efforts are limited to large scale issues that affect a significant number of records and can be addressed in a systematic manner. Correction of multiple, "one-off" or unusual occurrences of specific mistakes in legacy data may be considered at an additional cost. Proactive identification of data anomalies and discussion of business rules and relationships in legacy data will best support the conversion effort and quality results.

SunGard will provide support for newly reported issues with converted data for a period of 60 days following final written acceptance of the conversion or 30 days after delivery of final results to the specified destination, whichever is later. Requests for conversion support outside of this agreement should be initiated through your SunGard account executive.

The conversion pricing does not include professional services costs for setup of the conversion environment; training or AIC assistance with conversion activities; conversion project management or travel costs/budget for onsite data conversion activities.

SunGard proposes conversion services to convert data for Riviera Beach from the legacy system Lexis Nexis into the ONESolution RMS modules listed below:

> (1)-Citation (2)-Accident

Conversion services include Discovery and Data Analysis, Initial Auditing and Quality review of converted records and go-live services. The services as stated above are proposed at: $25,000.

Conversion Services – Long Description

The customer must provide complete copies of the source data as required throughout the conversion project. All source data must be from a single source product/database and for a single agency only. Typically, 3 extractions of data from the legacy system is sufficient. Source data must be provided on standard PC readable media (an external hard disk drive, USB flash drive, CD/DVD, etc.) or via electronic transfer (FTP, SecureFTP, etc.) and in one of the following formats (in order of preference): SQL Database Backup, DBF, Access, Excel or Delimited ASCII text file including column headers. SunGard will work with the customer to extract data from accessible data sources, such as ODBC, where possible and reasonable (up to 4 hours.) Images to be converted as mugshots must be in standard JPG format. Other files to be converted as attachments must be in the desired attachment format upon delivery to SunGard. SunGard will perform linking and storage of attachments and mugshots as required and when duly contracted but does not manipulate the format of the file during conversion. The services of a third party company may be required to extract data to a SunGard approved format. Costs or services associated with third party data extraction and delivery are specifically excluded. Customer agrees to accept responsibility for arrangement and procurement of third party services related to data extraction in cases where reasonable effort to complete this task fails. Data conversion services are provided remotely unless specified otherwise. Legacy data will be converted into corresponding elements in the SunGard database. Where no directly corresponding element exists in the ONESolution database, legacy data may be stored in "notes" or as an attachment to the original record contingent upon conversion of attachments having been included in the conversion. SunGard will provide continual guidance to determine the best conversion approach for legacy data based on client need. Data conversion does not include creation of new data elements in the SunGard product. Data that does not fit within the constraints of the structure of the SunGard database must be translated, truncated or an alternate conversion approach (such as storing data in notes or as an attachment) must be identified. SunGard will perform a thorough data analysis of legacy data. The results of the analysis will be used to document the final scope, including details of data mapping and translation in a separate, mutually agreeable and properly executed scope of work. The scope of work will become the binding agreement for specific conversion deliverables and final acceptance of converted data. The scope of work should be reviewed and accepted, then signed and returned by the client within the time provided in the project schedule.

Conversion efforts will continue as scheduled and should late return of the SOW result in development changes for the conversion, customer agrees to pay costs invoiced for additional effort as a result of the delay.

ONESolution data conversions are performed on a modular basis, meaning data is not converted "all at once" but module by module with quality review and feedback between modules. SunGard conversion developers work with customer data experts, documentation and 3rd party resources as required to understand legacy data structures, relationships and business practices. Customer agrees to provide and coordinate resources for understanding legacy data systems as required for a successful conversion. Client is responsible for translation of legacy codes to ONESolution codes as required. SunGard will provide codes requiring translation. Translation data should be returned before the conversion of legacy data begins and within the time specified in the project schedule. SunGard will design, code, test and deliver conversion results to a dedicated environment for review by the customer. SunGard cannot make any assumption regarding correctness of customer data. The Client maintains ownership of data quality and responsibility for confirming the accuracy of converted data. Client resources must thoroughly review converted data during the initial phases of conversion and report all issues to the SunGard conversion team. Quality review must be complete; all issues combined into a single list for each iteration and feedback for required adjustments must be returned within the timeframe specified in the project schedule. If customer feedback is not received SunGard will send an alert to project stakeholders highlighting an increased risk of data quality issues and potential cost overruns related to lack of responsiveness to requests for quality review. If unresponsiveness continues for 2 weeks, the subject iteration/module will be closed and the next iteration cycle will start. If the client does not respond to any conversion related requests for a continuous period of 60 days, the conversion project may be closed and invoiced in accordance with contract terms and conditions.

This agreement provides up to 3 (three) built-on opportunities for client review of the results of each converted module. Adjustments are made after customer feedback to achieve the best result possible. Upon completion of the third iteration the customer is expected to provide written acknowledgement that the conversion results for that module have been diligently reviewed and are acceptable for the final conversion. The signed module acceptance form must be received before data for that module is converted to the final environment. The customer will then be provided a final (fourth) opportunity to review the converted data for conformance with the results previously accepted for that module. SunGard will correct any differences between the final conversion and the previously accepted conversion results under this agreement. Other corrections are subject to additional costs on a time and materials basis.

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Conversion of data into any ONESolution module not listed in this proposal or conversion of data from sources not specified in this proposal is specifically excluded. Minor data manipulation may be needed during conversion to "clean-up" legacy data not suitable for conversion as-is. Data cleanup efforts are limited to large scale issues that affect a significant number of records and can be addressed in a systematic manner. Correction of multiple, "one-off" or unusual occurrences of specific mistakes in legacy data may be considered at an additional cost. Proactive identification of data anomalies and discussion of business rules and relationships in legacy data will best support the conversion effort and quality results.

SunGard will provide support for newly reported issues with converted data for a period of 60 days following final written acceptance of the conversion or 30 days after delivery of final results to the specified destination, whichever is later. Requests for conversion support outside of this agreement should be initiated through your SunGard account executive.

The conversion pricing does not include professional services costs for setup of the conversion environment; training or AIC assistance with conversion activities; conversion project management or travel costs/budget for onsite data conversion activities.

SunGard proposes conversion services to convert data for Riviera Beach from the legacy system Intelligent Solutions QuarterMaster into the ONESolution RMS modules listed below:

> (1)-Quarter Master

Conversion services include Discovery and Data Analysis, Initial Auditing and Quality review of converted records and go-live services. The services as stated above are proposed at: $16,600.

Conversion Services – Long Description

The customer must provide complete copies of the source data as required throughout the conversion project. All source data must be from a single source product/database and for a single agency only. Typically, 3 extractions of data from the legacy system is sufficient. Source data must be provided on standard PC readable media (an external hard disk drive, USB flash drive, CD/DVD, etc.) or via electronic transfer (FTP, SecureFTP, etc.) and in one of the following formats (in order of preference): SQL Database Backup, DBF, Access, Excel or Delimited ASCII text file including column headers. SunGard will work with the customer to extract data from accessible data sources, such as ODBC, where possible and reasonable (up to 4 hours.) Images to be converted as mugshots must be in standard JPG format. Other files to be converted as attachments must be in the desired attachment format upon delivery to SunGard. SunGard will perform linking and storage of attachments and mugshots as required and when duly

contracted but does not manipulate the format of the file during conversion. The services of a third party company may be required to extract data to a SunGard approved format. Costs or services associated with third party data extraction and delivery are specifically excluded. Customer agrees to accept responsibility for arrangement and procurement of third party services related to data extraction in cases where reasonable effort to complete this task fails. Data conversion services are provided remotely unless specified otherwise. Legacy data will be converted into corresponding elements in the SunGard database. Where no directly corresponding element exists in the ONESolution database, legacy data may be stored in "notes" or as an attachment to the original record contingent upon conversion of attachments having been included in the conversion. SunGard will provide continual guidance to determine the best conversion approach for legacy data based on client need. Data conversion does not include creation of new data elements in the SunGard product. Data that does not fit within the constraints of the structure of the SunGard database must be translated, truncated or an alternate conversion approach (such as storing data in notes or as an attachment) must be identified. SunGard will perform a thorough data analysis of legacy data. The results of the analysis will be used to document the final scope, including details of data mapping and translation in a separate, mutually agreeable and properly executed scope of work. The scope of work will become the binding agreement for specific conversion deliverables and final acceptance of converted data. The scope of work should be reviewed and accepted, then signed and returned by the client within the time provided in the project schedule. Conversion efforts will continue as scheduled and should late return of the SOW result in development changes for the conversion, customer agrees to pay costs invoiced for additional effort as a result of the delay.

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The conversion pricing does not include professional services costs for setup of the conversion environment; training or AIC assistance with conversion activities; conversion project management or travel costs/budget for onsite data conversion activities.

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SunGard proposes conversion services to convert data for Riviera Beach from the legacy system EMCS Training Trak into the ONESolution RMS modules listed below:

      (1)-Training & Certification

Conversion services include Discovery and Data Analysis, Initial Auditing and Quality review of converted records and go-live services. The services as stated above are proposed at: $14,800.

Conversion Services – Long Description

The customer must provide complete copies of the source data as required throughout the conversion project. All source data must be from a single source product/database and for a single agency only. Typically, 3 extractions of data from the legacy system is sufficient. Source data must be provided on standard PC readable media (an external hard disk drive, USB flash drive, CD/DVD, etc.) or via electronic transfer (FTP, SecureFTP, etc.) and in one of the following formats (in order of preference): SQL Database Backup, DBF, Access, Excel or Delimited ASCII text file including column headers. SunGard will work with the customer to extract data from accessible data sources, such as ODBC, where possible and reasonable (up to 4 hours.) Images to be converted as mugshots must be in standard JPG format. Other files to be converted as attachments must be in the desired attachment format upon delivery to SunGard. SunGard will perform linking and storage of attachments and mugshots as required and when duly contracted but does not manipulate the format of the file during conversion. The services of a third party company may be required to extract data to a SunGard approved format. Costs or services associated with third party data extraction and delivery are specifically excluded. Customer agrees to accept responsibility for arrangement and procurement of third party services related to data extraction in cases where reasonable effort to complete this task fails. Data conversion services are provided remotely unless specified otherwise. Legacy data will be converted into corresponding elements in the SunGard database. Where no directly corresponding element exists in the ONESolution database, legacy data may be stored in "notes" or as an attachment to the original record contingent upon conversion of attachments having been included in the conversion. SunGard will provide continual guidance to determine the best conversion approach for legacy data based on client need. Data conversion does not include creation of new data elements in the SunGard product. Data that does not fit within the constraints of the structure of the SunGard database must be translated, truncated or an alternate conversion approach (such as storing data in notes or as an attachment) must be identified. SunGard will perform a thorough data analysis of legacy data. The results of the analysis will be used to document the final scope, including details of data mapping and translation in a separate, mutually agreeable and properly executed scope of work. The scope of work will become the binding agreement for specific conversion deliverables and final acceptance of converted data. The scope of work should be reviewed and accepted, then signed and returned by the client within the time provided in the project schedule. Conversion efforts will continue as scheduled and should late return of the SOW result in development changes for the conversion, customer agrees to pay costs invoiced for additional effort as a result of the delay.

ONESolution data conversions are performed on a modular basis, meaning data is not converted "all at once" but module by module with quality review and feedback between modules. SunGard conversion developers work with customer data experts, documentation and 3rd party resources as required to understand legacy data structures, relationships and business practices. Customer agrees to provide and coordinate resources for understanding legacy data systems as required for a successful conversion. Client is responsible for translation of legacy codes to ONESolution codes as required. SunGard will provide codes requiring translation. Translation data should be returned before the conversion of legacy data begins and within the time specified in the project schedule. SunGard will design, code, test and deliver conversion results to a dedicated environment for review by the customer. SunGard cannot make any assumption regarding correctness of customer data. The Client maintains ownership of data quality and responsibility for confirming the accuracy of converted data. Client resources must thoroughly review converted data during the initial phases of conversion and report all issues to the SunGard conversion team. Quality review must be complete; all issues combined into a single list for each iteration and feedback for required adjustments must be returned within the timeframe specified in the project schedule. If customer feedback is not received SunGard will send an alert to project stakeholders highlighting an increased risk of data quality issues and potential cost overruns related to lack of responsiveness to requests for quality review. If unresponsiveness continues for 2 weeks, the subject iteration/module will be closed and the next iteration cycle will start. If the client does not respond to any conversion related requests for a continuous period of 60 days, the conversion project may be closed and invoiced in accordance with contract terms and conditions.

This agreement provides up to 3 (three) built-on opportunities for client review of the results of each converted module. Adjustments are made after customer feedback to achieve the best result possible. Upon completion of the third iteration the customer is expected to provide written acknowledgement that the conversion results for that module have been diligently reviewed and are acceptable for the final conversion. The signed module acceptance form must be received before data for that module is converted to the final environment. The customer will then be provided a final (fourth) opportunity to review the converted data for conformance with the results previously accepted for that module. SunGard will correct any differences between the final conversion and the previously accepted conversion results under this agreement. Other corrections are subject to additional costs on a time and materials basis.

This conversion includes final delivery of converted data into respective ONESolution product environment(s) hosted on customer equipment. The conversion approach (production, archive or hybrid) for each product must be made as conversion begins and prior to any conversion development. Future changes to the approach will be accommodated only under limited circumstances and may not be possible. The decision regarding approach should be considered final and unchangeable due to the varying work approaches.

Conversion of data into any ONESolution module not listed in this proposal or conversion of data from sources not specified in this proposal is specifically excluded. Minor data manipulation may be needed during conversion to "clean-up" legacy data not suitable for conversion as-is. Data cleanup efforts are limited to large scale issues that affect a significant number of records and can be addressed in a systematic manner. Correction of multiple, "one-off" or unusual occurrences of specific mistakes in legacy data may be considered at an additional cost. Proactive identification of data anomalies and discussion of business rules and relationships in legacy data will best support the conversion effort and quality results.

SunGard will provide support for newly reported issues with converted data for a period of 60 days following final written acceptance of the conversion or 30 days after delivery of final results to the specified destination, whichever is later. Requests for conversion support outside of this agreement should be initiated through your SunGard account executive.

The conversion pricing does not include professional services costs for setup of the conversion environment; training or AIC assistance with conversion activities; conversion project management or travel costs/budget for onsite data conversion activities.

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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

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.

GENERAL PROJECT CONDITIONS SUPPLEMENT

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. Customer must provide remote access to its facility using a SunGard Public Sector approved remote access client so that SunGard Public Sector can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for SunGard Public Sector staff and each session participant.

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 Hyper-V), 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 OSSI 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 OSSI 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.

PAY AGENT SUPPLEMENT

1. <u>Additional Definitions</u>. "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. <u>Pay Agent Designation.</u> 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. <u>Pay Agency Products Procurement.</u> 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. <u>Term of Pay Agency.</u> 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. <u>Disclaimer of Warranties.</u> Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE PAY AGENCY PRODUCTS. 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. **<u>LIMITATIONS OF LIABILITY.</u>**

   (a) <u>LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR.</u> 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.

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.

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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 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.

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SOFTWARE MAINTENANCE SUPPLEMENT

Customer desires that SunGard Public Sector provide Maintenance and Enhancements for and new releases of the Baseline Software identified in Exhibit 1 on the terms and conditions contained in this Software Maintenance Supplement (the Maintenance Supplement), and for the Custom Modifications identified in Exhibit 1 on the terms and conditions of this Maintenance Supplement. Accordingly, the parties agree as follows:

1.   Additional Definitions.

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, each one (1) year period beginning on the Execution Date or the anniversary thereof, and ending one (1) year thereafter.

"Custom Modification" means a change that SunGard Public Sector has made at Customer's request to any Component System in accordance with a SunGard Public Sector-generated specification, but without any other changes whatsoever by any person or entity. Each Custom Modification for which SunGard Public Sector will provide Customer with Improvements is identified in Appendix 1.

"Defect" has the meaning ascribed to that term in the License and Services Agreement to which this Maintenance Supplement is a part of, and further, with regard to each Custom Modification, means a material deviation between the Custom Modification and the SunGard Public Sector-generated specification and documentation for such Custom Modification, and for which Defect Customer has given SunGard Public Sector enough 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.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Maintenance Supplement.

"Maintenance" means using reasonable efforts to provide Customer with avoidance procedures for or corrections of Defects. The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in attached Appendix 1.

"New Releases" means new editions of a Baseline Component System or Custom Modification, as applicable.

"Notification" means a communication to SunGard Public Sector's help desk by means of: (i) SunGard Public Sector's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with SunGard Public Sector's then-current policies and procedures for submitting such communications.

2.   Services.

a)   Types of Services. During the term of this Maintenance Supplement, SunGard Public Sector will provide Customer with Maintenance for, Enhancements of, and New Releases of each Baseline Component System and each Custom Modification identified in Exhibit 1.

b)   Limitations. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License and Services Agreement Supplement to which this Maintenance Supplement is a part of, and this Maintenance Supplement. SunGard Public Sector's obligation to provide Customer with Improvements for Baseline Component Systems owned by parties other than SunGard Public Sector is limited to providing Customer with the Improvements that the applicable third party owner provides to SunGard Public Sector for that Baseline Component

System. Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations under this Maintenance Supplement, including remote access to the Equipment.

3.   Payment and Taxes.

a)   Maintenance Fees. For the Improvements, Customer will pay SunGard Public Sector the amount provided for in Exhibit 1 as the "Initial Annual Improvement Fees" for the second Contract Year. Improvements for the initial Contract Year are provided at no charge. For each Contract Year subsequent to the second Contract Year, SunGard Public Sector reserves the right to increase the Improvements fees. Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year for that Baseline Component System/Custom Modification.

b)   Additional Costs. Customer will also reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with Improvements under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by governed by the SunGard Public Sector 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 invoice. Customer will also reimburse SunGard Public Sector for all charges incurred in connection with accessing Equipment.

c)   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 Maintenance Supplement, the Improvements, any services provided or payments made under this Maintenance Supplement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Maintenance Supplement. 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.

d)   Late Charges. Customer will pay each SunGard Public Sector invoice by no later than thirty (30) days after receipt. Late payments are subject to a late charge equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); or (ii) the highest rate permitted by applicable law.

4.   Term. This Maintenance Supplement will remain in full force and effect throughout the initial Contract Year. After the initial Contract Year, this Maintenance Supplement will renew for an additional Contract Year unless, at least six (6) months prior to the expiration of the initial Contract Year, Customer notifies SunGard Public Sector in writing of Customer's intent not to renew the Maintenance Supplement for the second Contract Year. After the second Contract Year, this Maintenance Supplement will automatically be extended for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its intent not to extend this Maintenance Supplement for any particular Baseline Component System/Custom Modification at least six (6) months prior to the expiration of the then-current Contract Year.

Upon termination of the Maintenance Supplement with respect to a Component System provided under the Agreement, notwithstanding anything contrary in the Agreement, Customer may continue using the Component System for the reminder of the term of the Agreement; however, (i) SunGard Public Sector will discontinue providing all on-going Maintenance services and Improvements, including SunGard Public Sector's obligations under this Maintenance Supplement, (ii) any SunGard Public Sector warranties under the Agreement and this Maintenance Supplement with respect to the Component System for which Maintenance services are terminated shall cease to apply for the period following termination, and (iii) SunGard Public Sector shall have no liability with respect to Customer's use of the Component System for which Maintenance services are terminated after termination of the Maintenance Supplement Term.

5.   Disclaimer of Warranties. Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY**

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IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS MAINTENANCE SUPPLEMENT, AND THAT SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUNGARD PUBLIC SECTOR, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.

6.   Termination. A party has the right to terminate this Maintenance Supplement if the other party breaches a material provision of this Maintenance Supplement. Either party has the right to terminate this Maintenance Supplement at any time while an event or condition giving rise to the right of termination exists. To terminate this Maintenance Supplement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, then the party seeking to terminate this Maintenance Supplement can effect such termination by providing the other party with a termination notice that specifies the effective

date of such termination. Termination of this Maintenance Supplement will be without prejudice to the terminating party's other rights and remedies pursuant to this Maintenance Supplement.

7.   **LIMITATIONS OF LIABILITY.**

A)   **LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS MAINTENANCE SUPPLEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR FOR THE IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.**

B)   **EXCLUSION OF DAMAGES. REGARDLESS OF 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 MAINTENANCE SUPPLEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS MAINTENANCE SUPPLEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.**

Maintenance Standards

I. **Hours During Which SunGard Public Sector's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in Exhibit 1, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9").

II. **Targeted Response Times**. With respect to SunGard Public Sector's Maintenance obligations, SunGard Public Sector will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Baseline Component Systems/Custom Modifications identified in Exhibit 1 of this Agreement in accordance with the following guidelines with the time period to be measured beginning with the first applicable SunGard Public Sector "Telephone Support" hour occurring after SunGard Public Sector's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
Urgent 1	A support issue shall be considered **Urgent** when it produces a Total System Failure; meaning SunGard Public Sector's Component Systems are not performing a process that has caused a complete work stoppage.	SunGard Public Sector has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, SunGard Public Sector has a stated goal to resolve an urgent issue within 24 hours OR provide a resolution plan with urgent issues within 24 hours of the issue being reported.
Critical 2	A support issue shall be considered **Critical** when a critical failure in operations occurs; meaning SunGard Public Sector's Component Systems are not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	SunGard Public Sector has a stated goal to respond within two hours of the issue being reported.	A resolution plan details the steps necessary to understand and possibly resolve the issue.
Non-Critical 3	A support issue shall be considered **Non-Critical** when a non critical failure in operations occurs; meaning SunGard Public Sector's Component Systems are not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	SunGard Public Sector has a stated goal to respond within four hours of the issue being reported.	
Minor 4	A support issue will be considered **Minor** when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	SunGard Public Sector has a stated goal to respond within 24 hours of the issue being reported.	

* Measured from the moment a Case number is created. As used herein a "Case number" is created when a) SunGard Public Sector's support representative has been directly contacted by Customer either by phone, email, in person, or through SunGard Public Sector's online support portal, and b) when SunGard Public Sector's support representative assigns a case number and conveys that case number to the Customer.

Customer must provide remote access to its facility using a SunGard Public Sector approved remote access client so that SunGard Public Sector can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for SunGard Public Sector staff and each session participant.

<div align="right">**EXHIBIT 2**</div>

<div align="center">**SUNGARD PUBLIC SECTOR TRAVEL EXPENSE GUIDELINES**</div>

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 when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. 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

<div align="right">**EXHIBIT 3**</div>

ADDITIONAL PROVISIONS

I.   SunGard represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to perform the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City. For the avoidance of doubt, the foregoing is subject to Section 4(d), Conditions on Providing Services.

2.   All of the Services required hereunder shall be performed by SunGard or under its supervision, and all personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Services.

3.   SunGard agrees that it is fully responsible to the City for the acts and omissions of subcontractors and of persons either directly or indirectly employed by SunGard. Nothing contained herein shall create any contractual relationship between any subcontractor and the City.

4.   All of SunGard's personnel (and all Subcontractors) while on City premises will comply with all City requirements governing conduct, safety and security. Such requirements shall be communicated to SunGard prior to SunGard entering City premises.

5.   The City is exempt from payment of Florida State Sales and Use Taxes. The City will sign an exemption certificate submitted by SunGard. SunGard shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is SunGard authorized to use the City's Tax Exemption Number in securing such materials.

6.   Prior to execution of this Contract by the City SunGard shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that SunGard has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City's representative. Compliance with the foregoing requirements shall not relieve SunGard of its liability and obligations under this Contract.

7.   SunGard shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of $500,000 per occurrence to protect SunGard from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by SunGard or by anyone directly employed by or contracting with SunGard.

8.   SunGard shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of $500,000 combined single limit for bodily injury and property damages liability to protect SunGard from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owed automobiles, including rented automobiles whether such operations be by SunGard or by anyone directly or indirectly employed by SunGard.

9.   SunGard shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per section 440.02, Florida Statutes.

10.   All insurance, other than Professional Liability and Workers' Compensation, to be maintained by SunGard shall specifically include the City as an "Additional Insured."

11.   SunGard shall indemnify and save harmless and defend the City, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise in connection with a claim asserted against the City by a third party for: (i) bodily injury or death; or (ii) damage to any tangible or real property, and in either instance, to the extent proximately caused by the negligent act or omission of SunGard, its agents, servants, or employees in the performance of services under this Agreement. SunGard's obligations under this indemnification are expressly conditioned on the following: (i) City must promptly notify SunGard of any such claim; (ii) City must in writing grant SunGard sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if City chooses to represent its own interests in any such action, City may do so at its own expense, but such representation must not prejudice SunGard's right to control the defense of the claim and negotiate its settlement or compromise); and (iii) City must cooperate with SunGard to facilitate the settlement or defense of the claim.

12.   Nothing contained in the above provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Florida Statutes.

13.   SunGard shall continuously maintain adequate protection of all work in its possession from damage, and shall protect such work and the City' property in its possession from injury or loss arising during the term of the Agreement..

14.   Until acceptance of the Services by the City, the City's property in the possession of SunGard shall be under the charge and care of SunGard and SunGard shall take every commercially reasonable precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and SunGard shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the City.

15.   SunGard does not have the power or authority to bind the City in any promise, Contract or representation other than as specifically provided for in this Agreement.

16.   The City reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto, with the mutual written agreement of the parties as provided below. Upon receipt by SunGard of the City's notification of a contemplated change, SunGard shall in writing: (I) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall effect the SunGard's ability to meet the completion dates or schedules of this Contract. If the City so instructs in writing, SunGard shall suspend work on that portion of the work affected by a contemplated change, pending the City's decision to proceed with the change. If the City elects to make the change, the City shall initiate a Contract Amendment and SunGard shall NOT commence work on any such change until such written amendment is signed by SunGard and approved and executed by the City Manager for the City.

17.   SunGard warrants to City that Services will be performed in a good and workmanlike manner by qualified personnel, subject to Section 4(d), Conditions on Providing Services. SunGard shall have no liability under this Section 17 unless, within thirty (30) days after the actual date of the delivery of the particular Services, SunGard receives notice from City describing the breach of this warranty, together with adequate supporting documentation and data. Upon receipt of any such notice, SunGard's only obligation under this Section 17 is to correct the error and reperform the particular Services affected as soon as reasonably practical at no additional charge.

18.   All parties shall be responsible for their own attorneys' fees. court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

19.   The parties agree that time is of the essence in all respects under this Contract and failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein or in the exhibits, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

20.   Failure of the City to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of City's right to enforce or exercise said right(s) at any time thereafter.

21.   SunGard shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section I 19.011(2), Florida Statutes, specifically agrees to:

a.   Keep and maintain public records required by the City to perform the service.

b.   Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c.   Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Agreement if the Contractor does not transfer the records to the City.

d.   Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT _____

_____

(telephone number, e-mail address, and mailing address).(the above statement must be in at least 14-point boldfaced type).

SPS License 9/13/2011