SUNGARD
PUBLIC SECTOR

Add-On Quote

Quote Prepared By:

Ron Jacobs
1000 Business Center Dr
Lake Mary, FL 32746
Phone: 407-304-3418   Fax:
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Quote Prepared For:

Kristian Seiglie, IT
City of Doral
8300 NW 53 ST Ste 200
Doral, FL 33166
(305) 593-6699 Ext: 2563

Quote	Date	Valid Until
Q-00020924	11/09/2016	02/07/2017

License Fees
Record Management

Product Code	Product Name	Quantity	Ext Price	Maintenance
RMS-BAR-CLIENT	ONESolution Barcoding Hand-Held Client License	1	1,000.00	160.00
RMS-BAR-HOST	ONESolution Barcoding Server License	1	4,575.00	732.00
		Totals:	$5,575.00	$892.00

Hardware

Product Code	Product Name	Quantity	Ext Price	Maintenance
SAT-PEBCK	Local Property & Evidence Bar Coding Kit	1	2,133.00	-
		Totals:	$2,133.00	-

Professional Services
Mobile

Product Code	Product Name		Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
MCT-MFR-PEVOUCH	ONESolution MFR Client-Property & Evidence Voucher	Ext Price:	160.00	1,400.00	-	640.00	-	-	-	2,200.00
		Totals:	$160.00	$1,400.00	-	$640.00	-	-	-	$2,200.00

Record Management

Product Code	Product Name		Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
RMS-BAR-CLIENT	ONESolution Barcoding Hand-Held Client License	Ext Price:	-	-	-	1,280.00	-	-	-	1,280.00
		Totals:	-	-	-	$1,280.00	-	-	-	$1,280.00

Services

Product Code	Product Name		Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
OS-IBRCD	ONESolution Barcoding Installation Services	Ext Price:	-	700.00	-	-	-	-	-	700.00
OS-PSJ-PM	ONESolution Public Safety & Justice Project Management	Ext Price:	640.00	-	-	-	-	-	-	640.00
		Totals:	$640.00	$700.00	-	-	-	-	-	$1,340.00

Product & Services

License Fees:	$5,575.00
Professional Services:	$4,820.00
Third Party Hardware:	$2,133.00
Subtotal:	$12,528.00
Total:	**$12,528.00**
Maintenance:	$892.00

Shipping

Shipping charges shown are an estimate. Actual shipping charges will be due upon invoice, upon delivery.

$30.00

Product Notes

SAT-PEBCK : Kit for local installation includes one of each of the following:
Unitech PA520 Windows mobile PDA operating system with barcode scanner is a Marvell PXA320 806MHz windows embedded handheld 6.5 with 256MB SDRAM, 512MB flash ROM, Bluetooth® 2.0 wireless connections, 3.5-inch QVGA TFT LCD touch screen, 6 keys + 1 navigation cursor, 1D laser scanner, AC Power Supply, USB cradle and charging cable, Unitech Capacitive stylus for the PA520, 2200 mAh 3.7 V Rechargeable Li-ion Battery, and 3-Yr Comprehensive Coverage warranty that includes battery and cradle coverage (UNI-PDA)
Unitech PA520 device cradle includes a USB cable and spare battery charging bay. The cradle utilizes the power supply from the main. (UNI-DC)
Unitech Capacitive Stylus for the PA520, Symbol LS-2208 handheld USB wedge scanner (SYM-HWS)
Sato Model CG408 label printer that includes thermal paper, ribbon, and USB cable (SAT-UTP)
Topaz Systems SignatureGem LCD 4X3 signature pad (TOP-SP)

Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:

License, Project Planning, Project Management, Consulting, Technical Services, Conversion, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Custom Modifications, System Change Requests or SOW's for customization, and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by SunGard Public Sector in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

SunGard Public Sector Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which SunGard Public Sector is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time SunGard Public Sector receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by SunGard Public Sector will renew automatically at then-prevailing rates until such time SunGard Public Sector receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of

the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

Additional Terms:

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance/Support Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule or "Supplement" attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

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

The Component Systems identified above are "Licensed Programs" or "Licensed Systems" licensed by SunGard Public Sector and are provided in and may be used in machine-readable object code form only.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in addition to the prices quoted above and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which SunGard Public Sector delivers, F.O.B. SunGard Public Sector's place of shipment, the Component Systems to Customer.

The SunGard Public Sector application software warranty shall be for a period of one (1) year after delivery. There is no Testing and Acceptance period on the Licensed System(s) herein.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard Public Sector reserves the right to adjust this proposal to reflect those changes.

Should Customer terminate this agreement per any "Term of Contract" Section of the Contract and Agreement, as may be applicable for certain customers, Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Quote. The total amount that Customer will pay for these services 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 rates for the services at issue.

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.

City of Doral

Authorized Signature: _____ Date: 12·16·16   Printed Name: EDWARD A. ROJAS

SunGard Public Sector

SOFTWARE MAINTENANCE AGREEMENT

BETWEEN

SunGard Public Sector Inc.
a Florida corporation
with headquarters at:
1000 Business Center Drive
Lake Mary, FL 32746

("SunGard Public Sector")

AND

City of Doral, FL
8300 NorthWest 53rd Street
Doral, FL 33166
(for purposes of this Agreement, "Customer")

By the signatures of their duly authorized representatives below, SunGard Public Sector Inc. 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.

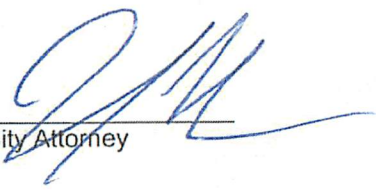| City of Doral, FL	SunGard Public Sector Inc.
BY: _____	BY: _____
PRINT NAME: SERGIO PURRIÑOS	PRINT NAME: Thomas V. Huber
	President, SunGard Public Sector Inc
PRINT TITLE: CITY MANAGER	PRINT TITLE: _____
DATE SIGNED: C.5.08	DATE SIGNED: 6/2/08

Approved as to form: _____
City Attorney

THIS AGREEMENT is entered into between SunGard Public Sector and Customer on the Execution Date, and SunGard Public Sector's obligations hereunder will commence on Execution Date.

SunGard Public Sector and Customer have entered into a Software License and Services Agreement dated as of the Execution Date (the "License Agreement") for the Software. 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 Agreement, and for the Custom Modifications identified in Exhibit 1 on the terms and conditions of this Agreement. Accordingly, the parties agree as follows:

1. Incorporation By Reference. Sections 1 (Definitions), 8 (Confidential Information) and 11 through 15, inclusive (Notices, Force Majeure, Assignment, No Waiver and Choice of Law; Severability, respectively) of the License Agreement are incorporated into this Agreement by this reference as fully as if written out below. If any provision incorporated by reference from the License Agreement conflicts with any provision of this Agreement, the provision of this Agreement will control.

2. 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 Exhibit 1.

"Defect" has the meaning ascribed to that term in the License Agreement, 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 Agreement.

"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 Exhibit 2.

"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.

"Priority One Call" means a Notification from Customer to SunGard Public Sector's Help desk reporting that it believes that a Defect has caused: (i) a full failure (i.e., "crash") of its computer system; (ii) a full failure of the Software; or (iii) a failure of its computer system or the Software which, in either case, prevents Customer from performing data processing which is critical to Customer's operations on the day on which the alleged Defect is reported.

"Priority Two Call" means a Notification from Customer to SunGard Public Sector's Help desk reporting that it believes that a Defect has caused a partial failure of Customer's computer system or the Software which significantly hinders its ability to perform data processing which is critical to Customer's operations on the day on which the alleged Defect is reported.

"Priority Three Call" means a Notification from

Customer to SunGard Public Sector's Help desk reporting that it believes that a Defect has caused an intermittent failure of, or problem with, its computer system or the Software that causes a significant delay in Customer's ability to perform data processing on the day on which the alleged Defect is reported, but where the processing is not critical to Customer's operations.

"Priority Four Call" means a Notification from Customer to SunGard Public Sector's Help desk reporting that it believes that a Defect has caused a problem with its computer system or the Software that does not significantly affect critical processing.

3. Services.

(a) Types of Services. During the term of this Agreement, 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 Agreement and this Agreement. 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 Agreement, including remote access to the Equipment.

4. Payment and Taxes.

(a) Maintenance Fees. For the Improvements, Customer will pay SunGard Public Sector the amount provided for in Exhibit 1 as the "Payment Amount" for the first Contract Year. For each Contract Year subsequent to the initial 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. SunGard Public Sector will use reasonable efforts to limit travel and living expenses by using coach air fare, booked in advance when available, staying at hotels identified in advance by Customer as offering Customer's contractors a discounted rate, and sharing rental cars. Customer will also reimburse SunGard Public Sector for all charges incurred in connection with accessing Equipment. Reimbursement is subject to any statutory reimbursement limitations imposed on Customer contractors, and Customer will provide SunGard Public Sector with a copy of such limitations before SunGard Public Sector incurs expenses.

(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 Agreement, the Improvements, 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.

(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.

5. Term. This Agreement will remain in full force and effect throughout the initial Contract Year. After the initial Contract Year, this Agreement will renew for an additional Contact 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 Agreement for the second Contract Year. After the second Contract Year, this Agreement 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 Agreement for any particular Baseline Component System/Custom Modification at least six (6) months prior to the expiration of the then-current Contract Year.

6. Disclaimer of Warranties. SunGard Public Sector warrants that the services provided herein will be performed in a professional and workmanlike manner and that if the unmodified Component System, in whole or in part, is replaced or upgraded by SunGard Public Sector with replacement or upgraded general release software components to correct Defects, or as an Enhancement, SunGard Public Sector warrants that the Component System, as so upgraded, shall operate with the rest of the unmodified, general release Component System of the same release (for example, upgrades included in unmodified Release 7.1 will operate with the rest of unmodified Release 7.1 of the same Component System) without any loss of functionality of the rest of the unmodified, general release Component System of the same release. With the exception of the foregoing sentence, **SUNGARD PUBLIC SECTOR MAKES NO**

WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, 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.

7.   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, then the party seeking to terminate this Agreement can effect such termination by providing the other party with a termination notice that specifies the effective date of such termination. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

8. 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 AGREEMENT 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 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.

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

EXHIBIT 1

Customer: **City of Doral, FL**

CONTRACT YEAR: **Execution Date (or anniversary thereof) through one year thereafter**

Improvements for the initial Contract Year are provided at no charge. The "Initial Payment Amount" in the table below 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 5, <u>Term</u>.

Qty	Part #	Component System	Initial Payment Amount	Support Type
		OSSI Computer Aided Dispatch		
1	CAD-T3	BASE COMPUTER AIDED DISPATCH SYSTEM TIER-3	$ 12,519.00	7x24
1	CAD-CON	ADDITIONAL CAD CONSOLE LICENSE	702.00	7x24
1	CAD-MAP	FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE	990.00	7x24
4	CAD-MAPD	ADDITIONAL CAD MAP DISPLAY LICENSE	1,440.00	7x24
1	CAD-INT-CRY	CAD INTERFACE TO CRYWOLF	1,350.00	7x24
5	MCT-AVL-CAD	CAD CLIENT AVL LICENSE	1,800.00	7x24
4	CAD-MRM	CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS	1,080.00	7x24
		OSSI Records Management System		
1	RMS-BASE-50	BASE RECORDS MANAGEMENT SYSTEM - 50 WORKSTATION	12,992.00	5x8
1	RMS-ACCIDENT-50	BASIC ACCIDENT MODULE - 50 WORKSTATION	880.00	5x8
1	RMS-NTF-50	NOTIFICATION MODULE - 50 WORKSTATION	2,272.00	5x8
1	RMS-RSW-50	RESIDENTIAL SECURITY WATCH MODULE - 50 WORKSTATION	720.00	5x8
1	RMS-CFS-50	CALLS FOR SERVICE MODULE - 50 WORKSTATION	720.00	5x8
1	RMS-P&E-5	PROPERTY AND EVIDENCE MODULE - 5 WORKSTATION	880.00	5x8
1	RMS-MAP-50	RMS MAP DISPLAY AND PIN MAPPING LICENSE - 50 WORKSTATION	1,600.00	5x8
1	RMS-WIZ-BASE	ACCIDENT WIZARD BASE SERVER LICENSE	800.00	5x8
100	RMS-WIZ-CLIENT	ACCIDENT WIZARD WORKSTATION LICENSE	2,400.00	5x8
1	RMS-TRAIN-10	TRAINING MODULE - 10 WORKSTATION	720.00	5x8
1	RMS-FLMAINT-5	FLEET MAINTENANCE MODULE - 5 WORKSTATION	240.00	5x8
1	RMS-CRST-5	CRIME STOPPERS MANAGEMENT MODULE - 5 WORKSTATION	400.00	5x8
1	RMS-CA	CRIME ANALYSIS MODULE	2,000.00	5x8
1	RMS-PSD	PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE	2,800.00	5x8
1	JMS-MUG-1	MUGSHOT CAPTURE STATION SOFTWARE	880.00	5x8
1	JMS-MS DISPLAY-100	MUGSHOT DISPLAY SOFTWARE LICENSE - 100 WORKSTATION	4,800.00	5x8
1	RMS-P2P	POLICE TO POLICE INTERNET DATA SHARING	0.00	5x8
1	RMS-MOTSKLTN-INTF	MOTOROLA CAD TO OSSI RMS INCIDENT SKELETON INTERFACE	1,200.00	5x8
1	RMS-QTRMSTR-5	QUARTERMASTER MODULE - 5	880.00	5x8
		OSSI Mobile Computing		
1	MCT-SWI	STATE/NCIC MESSAGING SOFTWARE	3,600.00	7x24
1	MCT-BMS-T4	BASE MOBILE SERVER SOFTWARE UP TO 100 WORKSTATIONS	6,390.00	7x24
1	MCT-MFR-REV-T5	REVIEW MODULE FOR FIELD REPORTING UP TO 150 WORKSTATIONS	5,600.00	5x8
15	MCT-MIS	LAN CLIENT LICENSE FOR MESSAGE SWITCH	810.00	7x24
100	MCT-CLIENT	MCT CLIENT - DIGITAL DISPATCH	15,920.00	5x8
100	MCT-MAP	MCT CLIENT - MAPS	3,200.00	5x8
100	MCT-MFR-OFF	MFR CLIENT - BASE INCIDENT/OFFENSE	15,920.00	5x8
100	MCT-MFR-ACC	MFR CLIENT - ACCIDENT REPORTING	8,000.00	5x8
100	MCT-MFR-ARREST	MFR CLIENT - ARREST	4,800.00	5x8
100	MCT-MFR-CITATION	MFR CLIENT - CITATION	8,000.00	5x8
100	MCT-MFR-AFF	MFR CLIENT - ARREST AFFIDAVIT	2,400.00	5x8
10	MCT-MFR-MBLN-CLIENT	MFR CLIENT- MOBLAN VERSION	800.00	5x8
20	MCT-CLIENT-PDA	MCT CLIENT - PDA	1,600.00	5x8
1	MCT-AVL-HOST	AVL SERVER HOST LICENSE	6,300.00	7x24
100	MCT-AVL-CLIENT	MCT CLIENT - AVL	2,400.00	5x8
1	INT-P2C	Police 2 Citizen	2,000.00	5x8
		PAYMENT AMOUNT (2nd Contract Year)	$ 144,805.00	

Qty	Part #	Custom Modifications	Initial Payment Amount	Support Type
1	RMS-CUST-MOD	RMS CUSTOM-Motorola to CFS Module Interface	$ 1,200.00	5x8
1	MFR-CUST-MOD	MFR CUSTOM Motorola to MFR UDT Interface	1,200.00	5x8
1	MCT-CUST-MOD	MCT CUSTOM MOD-CrimeStoppers Interface w/P2C	480.00	5x8
1	MCT-CUST-MOD	MCT CUSTOM MOD-Res. Sec. Interface w/P2C	800.00	5x8
		PAYMENT AMOUNT (2nd Contract Year)	$ 3,680.00	

Improvements fees are due thirty (30) days prior to the commencement of the 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, however, any such change shall be not exceed five percent (5%) per year for Contract Years 3 and 4. Thereafter, Improvement fees shall be at then-current rates.

EXHIBIT 2
Maintenance Standards

I. **Hours During Which SunGard Public Sector's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** As indicated in the "Support Type" column in Exhibit 1. "7x24" means Seven (7) days per week, 24 hours per day. "5x8" means Monday through Friday, 7:00 A.M. to 6:00 P.M. Eastern Standard Time excluding holidays.

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 (that is, based upon whether SunGard Public Sector provides 7x24 or 5x8 Support for the Baseline Component System/Custom Modification in question) occurring after SunGard Public Sector's receipt of the Notification:

Priority One Calls –two (2) hours or less.

Priority Two Calls - four (4) hours or less.

Priority Three Calls – twenty-four (24) hours or less.

Priority Four Calls – seventy-two (72) hours or less.

Notes: (1) For purposes of these targets, a "response" will mean as an initial contact from an SunGard Public Sector representative to Customer to begin evaluation of the problem reported under one of the categories of calls identified above; (2) As a prerequisite to SunGard Public Sector's obligation to respond to Customer, Customer must follow SunGard Public Sector's then-current processes (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting its Notification.

SOFTWARE LICENSE AND SERVICES AGREEMENT

BETWEEN

SunGard Public Sector Inc.
a Florida corporation

with headquarters at:

1000 Business Center Drive
Lake Mary, FL 32746

("SunGard Public Sector")

AND

City of Doral, FL
8300 NorthWest 53rd Street
Doral, FL 33166

(for purposes of this Agreement, "Customer")

By the signatures of their duly authorized representatives below, SunGard Public Sector Inc. 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 June 30, 2008.

City of Doral, FL **SunGard Public Sector Inc.**

BY: _____ BY: _____

PRINT NAME: _SERGIO PURRIÑOS_ PRINT NAME: _Thomas V. Huber_
~~President, SunGard Public Sector Inc~~

PRINT TITLE: _City Manager_ PRINT TITLE: _____

DATE SIGNED: _6.5.08_ DATE SIGNED: _6/2/08_

Approved as to form: _____
City Attorney

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

1. Definitions.

"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 (if provided), 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 an 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) Source Code. If Exhibit 1 to this Agreement does not otherwise provide that Customer has a license to use Source Code for a particular Component System, then Customer has no rights in or to the Source Code for that Component System. Only with respect to the Component Systems for which the Source Code is so licensed, Customer has the right to compile, modify, improve and enhance the Software. Customer will not disclose all or any part of the Source Code for the Software to any person except Customer Employees who, before obtaining access to the Source Code, have been informed by Customer in writing of the non-disclosure obligations imposed on both Customer and such Customer Employees under this Agreement.

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

(c) 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.

(d) 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.

(e) 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 provide 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 invoiced on a monthly basis in arrears and will be due within thirty (30) days from the date of invoice. SunGard Public Sector will use reasonable efforts to limit travel and living expenses by using coach air fare, booked in advance when available, staying at hotels identified in advance by Customer as offering Customer's contractors a discounted rate, and sharing rental cars. Reimbursement is subject to

any statutory reimbursement limitations imposed on Customer contractors, and Customer will provide SunGard Public Sector with a copy of such limitations before SunGard Public Sector incurs expenses.

(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.

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. Except in connection with the Software and any software provided with the Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, Customer's obligations to maintain both the Software and any software provided with the Software as confidential will survive in perpetuity.

9. **Indemnity by SunGard Public Sector.** SunGard Public Sector will defend, indemnify and hold Customer harmless from and against any loss, cost and expense that Customer incurs because of a claim that use of a Baseline Component System 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. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

EXHIBIT 1

Customer: **City of Doral, FL**
Delivery Address: **Doral Police Department**
8300 NorthWest 53rd Street, Doral, FL 33166

SOFTWARE[1,2]:

Qty	Part #	Component System	License Fee
		OSSI Computer Aided Dispatch	
1	CAD-T3	BASE COMPUTER AIDED DISPATCH SYSTEM TIER-3	69,550.00
1	CAD-CON	ADDITIONAL CAD CONSOLE LICENSE	3,900.00
1	CAD-MAP	FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE	5,500.00
4	CAD-MAPD	ADDITIONAL CAD MAP DISPLAY LICENSE	8,000.00
1	CAD-INT-CRY	CAD INTERFACE TO CRYWOLF[1]	7,500.00
5	MCT-AVL-CAD	CAD CLIENT AVL LICENSE	10,000.00
4	CAD-MRM	CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS	6,000.00
		OSSI Records Management System	
1	RMS-BASE-50	BASE RECORDS MANAGEMENT SYSTEM - 50 WORKSTATION	81,200.00
1	RMS-ACCIDENT-50	BASIC ACCIDENT MODULE - 50 WORKSTATION	5,500.00
1	RMS-NTF-50	NOTIFICATION MODULE - 50 WORKSTATION	14,200.00
1	RMS-RSW-50	RESIDENTIAL SECURITY WATCH MODULE - 50 WORKSTATION	4,500.00
1	RMS-CFS-50	CALLS FOR SERVICE MODULE - 50 WORKSTATION	4,500.00
1	RMS-P&E-5	PROPERTY AND EVIDENCE MODULE - 5 WORKSTATION	5,500.00
1	RMS-MAP-50	RMS MAP DISPLAY AND PIN MAPPING LICENSE - 50 WORKSTATION	10,000.00
1	RMS-WIZ-BASE	ACCIDENT WIZARD BASE SERVER LICENSE	5,000.00
100	RMS-WIZ-CLIENT	ACCIDENT WIZARD WORKSTATION LICENSE	15,000.00
1	RMS-TRAIN-10	TRAINING MODULE - 10 WORKSTATION	4,500.00
1	RMS-FLMAINT-5	FLEET MAINTENANCE MODULE - 5 WORKSTATION	1,500.00
1	RMS-CRST-5	CRIME STOPPERS MANAGEMENT MODULE - 5 WORKSTATION	2,500.00
1	RMS-CA	CRIME ANALYSIS MODULE	12,500.00
1	RMS-PSD	PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE	17,500.00
1	JMS-MUG-1	MUGSHOT CAPTURE STATION SOFTWARE	5,500.00
1	JMS-MS DISPLAY-100	MUGSHOT DISPLAY SOFTWARE LICENSE - 100 WORKSTATION	30,000.00
1	RMS-P2P	POLICE TO POLICE INTERNET DATA SHARING	0.00
1	RMS-MOSKLTN-INTF	MOTOROLA CAD TO OSSI RMS INCIDENT SKELETON INTERFACE	7,500.00
1	RMS-QTRMSTR-5	QUARTERMASTER MODULE - 5	5,500.00
		OSSI Mobile Computing	
1	MCT-SWI	STATE/NCIC MESSAGING SOFTWARE	20,000.00
1	MCT-BMS-T4	BASE MOBILE SERVER SOFTWARE UP TO 100 WORKSTATIONS	35,500.00
1	MCT-MFR-REV-T5	REVIEW MODULE FOR FIELD REPORTING UP TO 150 WORKSTATIONS	35,000.00
15	MCT-MIS	LAN CLIENT LICENSE FOR MESSAGE SWITCH	4,500.00
100	MCT-CLIENT	MCT CLIENT - DIGITAL DISPATCH	99,500.00
100	MCT-MAP	MCT CLIENT - MAPS	20,000.00
100	MCT-MFR-OFF	MFR CLIENT - BASE INCIDENT/OFFENSE	99,500.00
100	MCT-MFR-ACC	MFR CLIENT - ACCIDENT REPORTING	50,000.00
100	MCT-MFR-ARREST	MFR CLIENT - ARREST	30,000.00
100	MCT-MFR-CITATION	MFR CLIENT - CITATION	50,000.00
100	MCT-MFR-AFF	MFR CLIENT - ARREST AFFIDAVIT	15,000.00
10	MCT-MFR-MBLN-CLIENT	MFR CLIENT- MOBLAN VERSION	5,000.00
20	MCT-CLIENT-PDA	MCT CLIENT - PDA	10,000.00
1	MCT-AVL-HOST	AVL SERVER HOST LICENSE	35,000.00
100	MCT-AVL-CLIENT	MCT CLIENT - AVL	15,000.00
1	INT-P2C	Police 2 Citizen	12,500.00
		Subtotal	$ 879,350.00
1	DISCOUNT	DISCOUNT-Florida OSSI Incentive for Q1 2008	(226,462.00)
1	DISCOUNT	ADDITIONAL DISCOUNT for Q1 2008	(94,660.00)
1	DISCOUNT	ADDITIONAL DISCOUNT for Quartermaster Module	(5,500.00)
		TOTAL LICENSE FEE	$ 552,728.00

Notes to Software Table:
[1] Interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.
[2] Mobiles applications do not include AVL hardware.

[3] Notwithstanding anything to the contrary that may be provided elsewhere, for the Component Systems listed above, the warranty referenced in Paragraph 7(a) shall be extended an additional twenty-four (24) months.

SERVICES[1,2]:

Qty.	Part #	Description	Training	Installation	Project Management	Professional Services	Project Planning	Conversion
		CAD Professional Services						
1	CAD-MAP-CONV	MAP BASED GEOFILE GENERATION						$ 30,000.00
1	CAD-MAP-EDTRN	MAP EDITOR TRAINING	$ 3,000.00					
1	CAD-PROJ-MGNT	CAD PROJECT MANAGEMENT			$ 13,000.00			
1	CAD-PROF-SERV-AUD	CAD PROFESSIONAL SERVICES AUDIT				$ 3,000.00		
2	CAD-PROF-SERV-GOLIVE	CAD PROFESIONAL SERVICES GO-LIVE				4,000.00		
12	CAD-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES				12,000.00		
1	CAD-INST	BASE CAD SOFTWARE INSTALLATION		3,000.00				
1	CAD-MNT-TRN	CAD MAINTENANCE TRAINING	4,000.00					
4	CAD-USR-TRN	CAD USER TRAINING	16,000.00					
		RMS Professional Services						
1	RMS-PROJ-MGNT	PROJECT MANAGEMENT FOR RMS			29,000.00			
1	RMS-PROJ-PLAN	PROJECT PLANNING FOR RMS					$ 2,500.00	
1	RMS-PROF-SERV-AUD	RMS PROFESSIONAL SERVICES AUDIT				3,000.00		
2	RMS-PROF-SERV-GOLIVE	RMS PROFESSIONAL SERVICES GO-LIVE				4,000.00		
1	RMS-INST	BASE RMS SOFTWARE INSTALLATION CHARGES		2,500.00				
1	RMS-MNT-TRN	RMS MAINTENANCE TRAINING	3,000.00					
7	RMS-USR-TRN	RMS USER TRAINING	28,000.00					
1	RMS-P2P-INST	P2P SOFTWARE INSTALLATION CHARGES		1,400.00				
1	RMS-P2P-TRN	P2P USER TRAINING	600.00					
22	RMS-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES				22,000.00		
		Mobile Professional Services						
1	MCT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES			59,000.00			
1	MCT-PROJ-PLAN	PROJECT PLANNING FOR MOBILE					2,500.00	
1	MCT-SWI-INST	INSTALLATION OF BASE MESSAGE SWITCH		6,000.00				
1	MCT-BMS-INST	INSTALLATION OF BASE MOBILE SERVER SOFTWARE		6,000.00				
1	MCT-CLIENT-INST	INSTALLATION OF DIGITAL DISPATCHING CLIENT		1,500.00				
13	MCT-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES				13,000.00		
6	MCT-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES				7,200.00		
1	MCT-MNT-TRN	MCT MAINTENANCE TRAINING	1,000.00					
11	MCT-USR-TRN	MCT USER TRAINING	5,500.00					
1	MFR-MNT-TRN	MOBILE FIELD REPORTING MAINTENANCE TRAINING	1,000.00					
11	MFR-USR-TRN	MOBILE FIELD REPORTING USER TRAINING	22,000.00					
1	MCT-AVL-SERV	AVL INSTALLATION AND TRAINING	2,000.00					
1	INT-P2C-INST	POLICE 2 CITIZEN INSTALLATION		3,000.00				
		Communications Center Services[3]						
1	PROJ-MGNT	PROJECT MANAGEMENT SERVICES			112,000.00			
1	USR-TRN	USER TRAINING	34,800.00					
1	PROJ-PLAN	PROJECT PLANNING - QA					26,600.00	
1	PROF-SERV	PROFESSIONAL SERVICES - SUPPORT				4,000.00		
1	PROF-SERV	PROFESSIONAL SERVICES - TECH				33,800.00		
		TOTAL SERVICES FEE:	$ 120,900.00	$23,400.00	$ 213,000.00	$ 106,000.00	$ 31,600.00	$ 30,000.00

Qty.	Part #	Description	Custom Modifications
		Custom Modifications	
1	RMS-CUST-MOD	RMS CUSTOM-Motorola to CFS Module Interface	$ 7,500.00
1	MFR-CUST-MOD	MFR CUSTOM Motorola to MFR UDT Interface	7,500.00
1	MCT-CUST-MOD	MCT CUSTOM MOD-CrimeStoppers Interface w/P2C	3,000.00
1	MCT-CUST-MOD	MCT CUSTOM MOD-Res. Sec. Interface w/P2C	5,000.00
		TOTAL SERVICES FEE:	$ 23,000.00

(Continued on next page)

Qty.	Part #	Description	Implementation Services
		CAD Application Server	
1	TCH-INSTALL-SERV	Implementation Services for Application Server	$ 1,400.00
		RMS Application Server	
1	TCH-INSTALL-SERV	Implementation Services for Application Server	1,400.00
		Message Switch Application Server	
1	TCH-INSTALL-SWSERV	Implementation Services for Message Switch Application Server	1,400.00
		Windows Active Directory Domain	
1	TCH-INSTALL-DCSERV	Implementation Services for Domain Controller	1,400.00
		Mugshot Workstation	
1	TCH-INSTALL-MUG	Implementation Services for Mugshot Workstation	1,400.00
		Property and Evidence Bar Coding Hardware	
2	TCH-INSTALL-P&E	Implementation Services for Bar Coding Hardware	1,750.00
		OSSI Services Workstation	
1	TCH-INSTALL-WKSTN	Implementation Services for Application Workstation	175.00
		Centralized Time Source	
1	TCH-INSTALL-NTCLK	Implementation Services for Spectracom NetClock Hardware	1,400.00
		Third Party Hardware, Software and Services	
7	TCH-INSTALL-ONSITE	On-Site Installation for Application Servers	9,800.00
		Communications Center	
		NetMotion Mobility Application Server	
1	TCH-INSTALL-SWSERV	Implementation Services for NetMotionApplication Server	1,400.00
		P2C Application Server	
1	TCH-INSTALL-SERV	Implementation Services for Application Server	1,400.00
		Data Backup Solution	
1	TCH-INSTALL-BKUP	Implementation Services for Data Backup Solution	900.00
		Call Taker / Dispatch Workstation	
9	TCH-INSTALL-WKSTN	Implementation Services for Application Workstation	1,575.00
		CAD Resource Monitor Workstation	
1	TCH-INSTALL-WKSTN	Implementation Services for Application Workstation	175.00
		Third Party Hardware, Software and Services	
5	TCH-INSTALL-ONSITE	On-Site Installation for Application Servers	7,000.00
		TOTAL SERVICES FEE	$ 32,575.00

Notes to Services Table:

[1] Pricing is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Agreement. The total amount that Customer will pay for these services (i.e., the "TOTAL SERVICES FEE") will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates 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.

[3] The services are described in the Statement of Work attached to this Agreement and marked as "Exhibit 2."

(Continued on next page)

PAY AGENCY PRODUCTS[1]:

Qty.	Part #	Pay Agency Products	Hardware & Software	Initial Annual Maintenance
		CAD Application Server		
1	HWR-SERV-APP-RCK	Base Application Server (Rack Mount)	$ 7,500.22	
1	THP-MS-WIN2003STD	Windows Server 2003 R2 Standard Edition	655.40	
2	THP-MS-SQLSTDPROC	Microsoft SQL Server 2005 Standard Edition CPU License	10,784.34	
		RMS Application Server		
1	HWR-SERV-APP-RCK	Base Application Server (Rack Mount)	7,500.22	
1	THP-MS-WIN2003STD	Windows Server 2003 R2 Standard Edition	655.40	
2	THP-MS-SQLSTDPROC	Microsoft SQL Server 2005 Standard Edition CPU License	10,784.34	
		Message Switch Application Server		
1	HWR-SERV-MSG-RCK	Message Switch Application Server (Rack Mount)	5,070.11	
1	THP-MS-SQLSTDPROC	Microsoft SQL Server 2005 Standard Edition CPU License	5,392.17	
		Windows Active Directory Domain		
1	HWR-SERV-DC-RCK	Windows 2003 Domain Controller (Rack Mount)	4,564.56	
1	THP-MS-WIN2003STD	Windows Server 2003 R2 Standard Edition	655.40	
		Multi-WAN Access Solution		
1	THP-NETMTN-MOBXE	NetMotion Mobility XE Software - Licensing for up to 100 Users	15,000.00	
5	THP-NETMTN-MOBXE-ADDL	NetMotion Mobility XE Software - Additional Licenses	925.00	
1	THP-NETMTN-MOB-POL	NetMotion Mobility Policy Module - Licensing for up to 100 Users	6,500.00	
5	THP-NETMTN-MOB-POL-ADDL	NetMotion Mobility Policy Module - Additional Licenses	375.00	
1	THP-NETMTN-MTC	NetMotion Mobility XE Annual Maintenance		$ 6,950.00
		Mugshot Workstation		
1	HWR-MUG-PKG	Mugshot Capture Workstation Package	2,528.62	
		Property and Evidence Bar Coding Hardware		
2	HWR-P&E-HWRKIT	P&E Bar-Coding Kit	5,241.98	
2	HWR-WS-MISC	Standard Application Workstation	2,780.00	
		OSSI Services Workstation		
1	HWR-WS-SRVC	Application Services Workstation	1,434.32	
1	THP-MS-VFP9	Microsoft Visual FoxPro 9.0 (Gov't OLP)	325.68	
		Mobile Accessories		
100	HWR-MGTK-SWIPE1	Magtek MiniWedge Swipe Reader	5,177.00	
		Centralized Time Source		
1	HWR-SPCTM-GP931	Spectracom Centralized Time Solution	5,840.00	
1	HWR-SPCTM-PTENSE	Spectracom PresenTense Time Synch Software	1,185.88	
		Third Party Hardware, Software and Services		
150	THP-MS-WIN2003CAL	Windows Server 2003 Device CAL	3,958.50	
110	THP-MS-VIS07	Microsoft Visio 2007 Standard Edition	21,214.60	
1	THP-CRYSTL-STD11	Crystal Reports XI Standard Edition	183.00	
1	HWR-MODEM-SER	U.S.Robotics External 56K Serial Modem	88.89	
		Communications Center		
		NetMotion Mobility Application Server		
1	HWR-SERV-CUSTOM	NetMotion Mobility Application Server (BLADE)	6,938.89	
1	THP-MS-WIN2003STD	Windows Server 2003 R2 Standard Edition	655.40	
		P2C Application Server		
1	HWR-SERV-INT-BLADE	Windows 2003 Domain Controller (BLADE)	6,938.89	
1	THP-MS-WIN2003STD	Windows Server 2003 R2 Standard Edition	655.40	
		Server Rack		
1	HWR-SERV-RACKLG	Standard Server Rack	3,532.22	
2	HWR-DELL-5000VA	Dell Smart-UPS 5000 VA	3,333.34	
		Data Backup Solution		
1	HWR-BACKUP-CUSTOM	Data Backup Kit (AutoLoader - Rack Mount)	5,817.00	
1	THP-SYM-BKPEXEC	Symantec Backup Exec™ 11D for Windows Servers w/1yr Combo	497.81	
3	THP-SYM-OFOPTN	Symantec Backup Exec™ 11D Advanced Open File Option 1yr Combo	1,305.84	
1	THP-SYM-CAL	Symantec Backup Exec™ 11D Remote Agent Client License 1yr Combo	247.42	
1	THP-SYM-MEDIA	Symantec Backup Exec™ 11D and Agents Media Kit	33.54	
		Call Taker / Dispatch Workstation		
9	HWR-WS-CAD-CUSTOM	CAD Dispatch Workstation	14,409.99	
9	HWR-MATROX-P650PCIe	Matrox P650 PCIe 128 Video Card	2,310.03	
18	HWR-DELL-22FP-CUSTOM	Dell 22 Inch UltraSharp™ 2208FP Flat Panel (VGA/DVI)	5,760.00	
9	HWR-DELL-ES750	Dell Back-UPS ES 750 Broadband	836.46	
		CAD Resource Monitor Workstation		
1	HWR-WS-CAD-CUSTOM	CAD Resource Monitor Workstation	1,601.11	
1	HWR-MATROX-QIDLPe	Matrox QID Low Profile PCIe Video Card	797.78	
1	HWR-DELL-ES750	Dell Back-UPS ES 750 Broadband	92.94	
		Third Party Hardware, Software and Services		
12	THP-CUSTOM	Avaya IP Telephone Sets	5,490.00	
2	THP-CUSTOM	Wall Mounted LCD Display	3,833.34	
2	THP-CUSTOM	Wall Mounting Hardware for LCD Display	228.24	
4	THP-CUSTOM	Belkin 50' Pro Series High Integrity VGA/SVGA Monitor Replacement Cable	263.76	
30	THP-CUSTOM	CAT5 Patch Cable - 10FT	133.20	
30	THP-CUSTOM	CAT5 Patch Cable - 7FT	108.30	
30	THP-CUSTOM	CAT5E Patch Cable - 3FT	80.10	
30	THP-CUSTOM	CAT5E Patch Cable - 1FT	75.00	
		Pay Agency Products Totals	$ 192,296.63	$ 6,950.00

Notes to Pay Agency Products Table:
[1] Actual shipping charges are additional and will be due upon delivery.

The amounts noted above shall be payable as follows:

License Fee: 100% on the Execution Date.

Installation: On invoice, upon completion.

Project Management: 100% on the Execution Date.

Project Planning Fees: 100% on the Execution Date.

Training Fees: On invoice, upon completion.

Professional Services Fees: On invoice daily, as incurred.

Conversion Fees: 100% on the Execution Date

Custom Modification Fee: 100% on the Execution Date

Implementation Services Fee: 50% on the Execution Date; 50% on invoice, upon completion.

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

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

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

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

GENERAL PROJECT CONDITIONS

General Project Conditions - Applies to Entire Project

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

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

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

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

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

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

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

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

Item 8: For Customers that are acquiring SunGard Public Sector's Message Switch, the Customer is responsible for all of the associated costs from the State to connect to and communicate with State/NCIC network. This may include the following additional costs:

i. Dedicated Line
ii. DSU to State
iii. Associated Installation Charges
iv. Monthly Charges
v. Surcharges by State
vi. etc.

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.

DESCRIPTIONS:

OSSI Computer Aided Dispatch
CAD-T3 BASE COMPUTER AIDED DISPATCH SYSTEM TIER-3
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
Four (4) Call Taker/Dispatcher Console Licenses

CAD-CON ADDITIONAL CAD CONSOLE LICENSE
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 SunGard Public Sector's CAD system.

CAD-MAP FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE
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.

CAD-MAPD ADDITIONAL CAD MAP DISPLAY LICENSE
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 SunGard Public Sector's CAD system. Each license represents one workstation, not concurrent user.

CAD-INT-CRY CAD INTERFACE TO CRYWOLF
This is a two way interface with the 3rd party CRYWOLF alarm product. SQL CAD interfaces with CryWolf® Alarm Billing. 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®.

MCT-AVL-CAD CAD CLIENT AVL LICENSE
SunGard Public Sector'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.

CAD-MRM CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS
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 SunGard Public Sector's CAD System.

CAD Professional Services

CAD-MAP-CONV MAP BASED GEOFILE GENERATION
This service includes:
" Programming and consulting services to assist the customer in generating the initial CAD Geo-File centerline in SunGard Public Sector's proprietary
(OASIS) format.
" Programming and consultation services to assist the customer in generating the initial polygon and general view layers in SunGard Public Sector's proprietary (OASIS) format.
" Programming and consultation services to assist the customer in generating an ortho photography layer. Ortho photographs are aerial pictures that can be displayed as a mapping layer. SunGard Public Sector will assemble the ortho tiles and create a reference database file that will be used by the SunGard Public Sector product line. SunGard Public Sector will install the ortho's on the clients CAD Server. Accepted ortho files formats are SID, TIFF, JPG and BMP. The customer is responsible for providing ortho source files to SunGard Public Sector.
" SunGard Public Sector will perform three (3) detailed reviews of the customer's centerline data at SunGard Public Sector's office during project
implementation. The objective of this review is to identify suspicious data elements in the customer's centerline that may be of issue when used with CAD. Examples include missing ranges, overlapping addresses, reversed ranges, etc. The customer is provided with a summary report and supplemental Excel reports that help identify the suspicious data. These audits are only a tool to be used by the customer and are not intended to be a substitute for customer data testing and verification. Audits occur at 10%, 50% and 90% of project completion. Additional requested audits are subject to additional professional charges.

Special Notes
" SunGard Public Sector supports converting ESRI E00, ESRI Shape or MapInfo source data.

This service assumes the customer provides SunGard Public Sector all required GIS layers and associated data elements (attribute data) and that SunGard Public Sector is not required to provide any digitizing services. This is an estimate of the services needed, to determine the final conversion costs SunGard Public Sector would need to first evaluate the customer's GIS data.
" All delays in the project caused by defects of data will be the sole responsibility of the Customer. SunGard Public Sector shall not assume any liability for any and all errors associated with the converted GIS resources.
" The customer is responsible to correct all errors and ensuring the accuracy of all GIS provided data.
" The customer is responsible to digitize all required map layers to support the public safety GIS-based CAD and RMS subsystems.
" The customer is responsible for the validation of all map line work, attribute information and related data as well as providing resources to field verify all of the GIS data.

NOTICE OF SUNGARD PUBLIC SECTOR'S DEPENDENCY ON CUSTOMER'S GIS DEPARTMENT:
SunGard Public Sector's ability to provide conversion services relating to Geographic Information System (GIS), maps or geographic analysis, etc. is contingent on the Customer providing SunGard Public Sector with the resources and data defined in SunGard Public Sector's CAD Map Resource Guide that is incorporated into this agreement as an Exhibit.
The Customer shall provide SunGard Public Sector with a centerline file that contains the following: Block ranges (address ranges are required)
Street names
Street prefixes
Street suffixes
Jurisdiction/City Code
X/Y Coordinate Pairs for each street segment (referred to as ARCS by ARCINFO)
The Customer is responsible for the accuracy of the street inventory and for the accuracy of all attribute data associated with street segments.
Examples of such accuracy include:
Missing streets
Missing street segments
Missing intersections
Errors in street names, street prefixes, street type, etc.

CAD-MAP-EDTRN MAP EDITOR TRAINING
SunGard Public Sector will provide up to three (3) days of training at SunGard Public Sector's office in High Point, NC. The training will include the updating
and maintenance of the Customer GIS data, creation of polygons and map editor. The Customer is responsible for travel and living expenses for their personnel to attend this training. This training is for customers who will be using SunGard Public Sector's Map Editor as the primary application for maintaining maps.

CAD-PROJ-MGNT CAD PROJECT MANAGEMENT
CAD project management includes professional services from SunGard Public Sector for project coordination and project management. The project management fee also includes coordinating with the Customer's project manager all SunGard Public Sector related deliveries such as application software, implementation services, and scheduling of SunGard Public Sector's resources with the Customer.

CAD-PROF-SERV-AUD CAD PROFESSIONAL SERVICES AUDIT
Three (3) days to review Customer's data at SunGard Public Sector's office during the project. Reviews occur at 10%, 50% and 90% of completion of the Customer building their CAD support files.

CAD-PROF-SERV-GOLIVE
CAD PROFESIONAL SERVICES GO-LIVE
One (1) SunGard Public Sector professional to be on-site for up to two days when the base CAD System goes live as determined by the project plan.

CAD-PROF-ADD ADDITIONAL PROFESSIONAL SERVICES
Services provided by SunGard Public Sector product or training specialists. Services may include but are not limited to add-on module training, refresher training, system analysis, or consulting

CAD-INST BASE CAD SOFTWARE INSTALLATION
The CAD installation includes the installation of SunGard Public Sector's standard CAD application software on the Customer's server(s). This price includes the configuration of up to three (3) CAD workstations on the Customer's LAN for SunGard Public Sector's application software. SunGard Public Sector prefers the CAD server(s) to be shipped to SunGard Public Sector's office in High Point, NC to provide these services. Unless otherwise stated within the quote, the Customer will install and configure the operating system software (Windows 2000 or higher), install all 3rd party software (i.e. Veritas Open File Manager, PC Anywhere and FoxPro) on the respective file servers and workstations using SunGard Public Sector's setup configuration. Customer is responsible for installation and configuration of the Local Area Network.
SunGard Public Sector can provide an optional quote to provide the above listed services.

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

CAD-USR-TRN CAD USER TRAINING

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.

OSSI Records Management System

RMS-BASE-50 BASE RECORDS MANAGEMENT SYSTEM - 50 WORKSTATION
SunGard Public Sector's Client Server Version of RMS (requires Microsoft's Windows 2000 Server 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
RMS-ACCIDENT-50 BASIC ACCIDENT MODULE - 50 WORKSTATION
The Accident Module provides the ability to capture basic crash related data elements and crash diagrams from accidents and replicate the information to the state specific form for printing.

RMS-NTF-50 NOTIFICATION MODULE - 50 WORKSTATION
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 a 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.

RMS-RSW-50 RESIDENTIAL SECURITY WATCH MODULE - 50 WORKSTATION
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 Public Sector's CAD System to notify Communicator of existing active Residential Security Check at a particular location.

RMS-CFS-50 CALLS FOR SERVICE MODULE - 50 WORKSTATION
The Calls for Service Module allows users to enter and maintain calls for service events within the agency.

RMS-P&E-5 PROPERTY AND EVIDENCE MODULE - 5 WORKSTATION
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 is not included.

RMS-MAP-50 RMS MAP DISPLAY AND PIN MAPPING LICENSE - 50 WORKSTATION
Provides the ability to pin map locations from SunGard Public Sector'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.

RMS-WIZ-BASE ACCIDENT WIZARD BASE SERVER LICENSE
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.

RMS-WIZ-CLIENT ACCIDENT WIZARD WORKSTATION LICENSE
This provides the accident drawing wizard per workstation license. Visio 2000 standard edition or higher is required on each workstation or laptop.

RMS-TRAIN-10 TRAINING MODULE - 10 WORKSTATION
The Training Module records employees' training history within the agency including courses taken, earned certifications including re-certification tracking, and earned titles.

RMS-FLMAINT-5 FLEET MAINTENANCE MODULE - 5 WORKSTATION
This module is used to record and report on scheduled and sporadic maintenance done on the agency's vehicle fleet.

RMS-CRST-5 CRIME STOPPERS MANAGEMENT MODULE - 5 WORKSTATION
This module gives the ability to track narrative tip information as well as associate an unlimited number of master name records, and related vehicles, associated with the tip. The module interacts with SunGard Public Sector's standard involvement subsystem for names entered as a related name to the Crime Stoppers record.
The module also provides the following:

Ability to track payments made to Crime Stopper informants and track the number of cases that were cleared from a specific tip, including a breakdown of the number of felony and misdemeanor arrests made from the tip.
Ability to track which agency/unit the tip has been referred to for follow up.
Ability to generate seven summary reports based upon Crime Stoppers data such as: Crime Stoppers Monthly Report, Crime Stoppers Referral Listing, Summary by Nature of Call, etc.

RMS-CA CRIME ANALYSIS MODULE
The Crime Analysis Module provides the ability to pin map events from one or more OSSI RMS application modules simultaneously and identify high crime areas within defined geographic polygon regions. This product includes several 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).

RMS-PSD PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE
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.

JMS-MUG-1 MUGSHOT CAPTURE STATION SOFTWARE
This is the software that allows for the capturing and viewing of mugshots from one workstation. SunGard Public Sector requires that this workstation is dedicated solely for mugshot capturing and no other software is loaded on the PC. SunGard Public Sector's specialized capture board is required.
SunGard Public Sector 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 Public Sector.

JMS-MS DISPLAY-100 MUGSHOT DISPLAY SOFTWARE LICENSE - 100 WORKSTATION
This allows the Customer to view mugshots and create line-ups.

RMS-P2P POLICE TO POLICE INTERNET DATA SHARING
SunGard Public Sector's OSSI 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 Public Sector.
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 Public Sector to support via the Internet.

RMS-MOTSKLTN-INTF   Motorola CAD to OSSI RMS incident skeleton interface
This interface provides an automated import of Motorola CAD incident information into the OSSI RMS incident module in the form of a basic skeleton record. Motorola will be responsible for configuring their UDT system to push the CAD event data to a SQL Server table in the OSSI RMS database on a periodic basis. SunGard will monitor this table on a periodic basis and automatically import new records into the OSSI RMS incident module. The customer is responsible for any and all Motorola costs to provide and configure the Motorola UDT system as described above.
All costs provided by SunGard are costs for SunGard Public Sector's interface. Any Third Party costs required for the completion of the project have not been included in SunGard Public Sector's pricing.

RMS-QTRMSTR-5 QUARTERMASTER MODULE - 5
The Quartermaster module facilitates tracking inventory maintenance for agency definable property items issued by the agency. The module has both an inventory maintenance component and an ordering user interface allowing individual officers to request specific equipment needs. Inventory items may include disposable (or issue- once items) such as t-shirts and other clothing items or returnable serialized property items such as weapons, bullet proof vests, etc. The module utilizes bar code technology to facilitate the order filling process, generates reports on items at or below reorder point, tracks historical inventory issuance per item, and tracks preferred vendor information for each item.

RMS Professional Services
RMS-PROJ-MGNT PROJECT MANAGEMENT FOR RMS
Includes professional services from SunGard Public Sector for management oversight and coordination with the Customer's project management, SunGard Public Sector's internal resources and any third party vendors. Includes coordinating with the customer's project manager all SunGard Public Sector related deliveries such as application software, implementation services, and scheduling of SunGard Public Sector's resources with the customer.

RMS-PROJ-PLAN PROJECT PLANNING FOR RMS
Includes professional services for the development of a project plan. A SunGard Public Sector project manager assigned to this account will do this in conjunction with the project manager for the Customer. This will include the preparation and development of a written Implementation plan as well as an on-site planning session.

RMS-PROF-SERV-AUD RMS PROFESSIONAL SERVICES AUDIT
Three (3) days to review Customer's data at SunGard Public Sector's office during the project. Reviews occur at 10%, 50% and 90% of completion of the Customer building their RMS support files.

RMS-PROF-SERV-GOLIVE
RMS PROFESSIONAL SERVICES GO-LIVE
One (1) SunGard Public Sector professional to be on-site for up to two days when the base RMS System goes live as determined by the project plan.

RMS-INST BASE RMS SOFTWARE INSTALLATION CHARGES
Includes the installation of SunGard Public Sector's base RMS application software on the server. This service also includes the configuration of up to
five (5) RMS workstations for the RMS application software once on site and operational within the Customer's network. SunGard Public Sector will train the system administrator on this procedure so that they are self-sufficient in this area and they can install the software on the remaining workstations.

RMS-MNT-TRN RMS MAINTENANCE TRAINING
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 3 days. SunGard Public Sector recommends scheduling this training at company headquarters in High Point, NC. If Customer requests on-site training, the Customer is responsible for setting up a suitable training environment following guidelines provided by SunGard Public Sector.

RMS-USR-TRN RMS USER TRAINING
Training for end-users (10 people max.) on base RMS. Topics include navigation, data entry, searching, and reporting. Class duration = up to 4 days. SunGard Public Sector recommends purchasing the companion computer-based training "RMS Basics" CD-ROM as a learning aid for each person attending RMS User training.

RMS-P2P-INST P2P SOFTWARE INSTALLATION CHARGES
Police to Police installation and training includes one day of services for SunGard Public Sector to install the P2P application and training for the system administrator responsible for configuring and maintaining P2P. Fee includes one copy of the SunGard Public Sector P2P Computer-based Training CD-ROM for System Administrators.

RMS-P2P-TRN P2P USER TRAINING
Training for end-users (up to 10 people) on P2P. Topics include submitting and viewing results of queries, as well as key interactions with RMS. Class Duration = up to 4 hours.
SunGard Public Sector recommends purchasing the companion computer-based training "RMS Basics" CD-ROM as a learning aid for each person attending RMS User training.

RMS-PROF-ADD ADDITIONAL PROFESSIONAL SERVICES
Services provided by SunGard Public Sector product or training specialists. Services may include but are not limited to add-on module training, refresher training, system analysis, or consulting.

OSSI Mobile Computing
MCT-SWI STATE/NCIC MESSAGING SOFTWARE
The Message Switch software includes a query interface from the SunGard Public Sector Application to the State computer system and to the
FBI/NCIC system via the state system.
The Message Switch will allow for the following functions:
Workstation-to-Workstation messaging State/NCIC query interface directly from the Data Entry window
Automatic State/NCIC query on license plates from CAD
Responses from the State will come back to the user in the message queue
The Message Switch must run on Windows 2000 Server or higher, not a Workstation, due to Client Access License limitations of the
workstation. PC Anywhere and an external modem are required on the Message Switch server. The Message Switch supports basic State/NCIC queries. All State/NCIC data entry functions must be performed with state supplied software or technology.

MCT-BMS-T4 BASE MOBILE SERVER SOFTWARE UP TO 100 WORKSTATIONS
Server license of SunGard Public Sector's Mobile Server Software to support up to 100 Mobile Units registered on the Message Switch (not concurrent mobile users). Mobile Server processes all mobile inquiries to SunGard Public Sector's CAD and RMS databases.

MCT-MFR-REV-T5 REVIEW MODULE FOR FIELD REPORTING UP TO 150 WORKSTATIONS

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.
This module supports up to 150 Mobile Units registered in the Message Switch (not concurrent mobile users).

MCT-MIS LAN CLIENT LICENSE FOR MESSAGE SWITCH
A client license is required for each CAD, RMS or JMS workstation connected to the Customer's LAN or WAN to access SunGard Public Sector's Message Switch.
The Message Switch Client provides the following functions:
Workstation-to-workstation messaging
Mobile-to-workstation messaging (if mobile applications are licensed)
SunGard Public Sector's standard State/NCIC queries

MCT-CLIENT MCT CLIENT - DIGITAL DISPATCH
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), perform local, State and NCIC queries, and receive search information and mugshots from RMS. Any additional hardware must be purchased separately.

MCT-MAP MCT CLIENT - MAPS
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 allow officers the ability to pin map mobile search results.
This module is a prerequisite for SunGard Public Sector's Automatic Vehicle Locator (AVL) Module.

MCT-MFR-OFF MFR CLIENT - BASE INCIDENT/OFFENSE
The Incident/Offence 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. The Module provides a notes field in each Module (Incident, Supplements and Field Contacts) to capture narrative.

MCT-MFR-ACC MFR CLIENT - ACCIDENT REPORTING
Allows officers using SunGard Public Sector's Mobile product to prepare traffic crash reports in the field. Accident diagram capability may be added by purchasing SunGard Public Sector's crash wizard and Microsoft Visio.

MCT-MFR-ARREST MFR CLIENT - ARREST
The Arrest Module allows officers using SunGard Public Sector's Mobile product to capture data for SunGard Public Sector's standard Arrest Module in RMS. In some states, this Module does reproduce the state form and can print in the car.

MCT-MFR-CITATION MFR CLIENT - CITATION
The Citation Module allows officers using SunGard Public Sector's Mobile product to capture data from the written state citation form. In some states, this Module does reproduce the state form and can print in the car.

MCT-MFR-AFF MFR CLIENT - ARREST AFFIDAVIT
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.

MCT-MFR-MBLN-CLIENT
MFR CLIENT- MOBLAN VERSION
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. The Module provides a notes field in each module (Incident, Supplements and Field Contacts) to capture the narrative and also provides spell check capability.

MCT-CLIENT-PDA MCT CLIENT - PDA
The Handheld Mobile Application extends the power of SunGard Public Sector's Mobile Computing Application to a wireless handheld device. The handheld application offers the freedom of portability without compromising the need for functionality. SunGard Public Sector's handheld mobile application is an extension of SunGard Public Sector's fully integrated mobile computing system, providing capabilities for voiceless dispatch, status updates, car-to-CAD messaging, car-to-car messaging, and queries to access information including local, state, and national warrant checks, stolen vehicle and property information, mugshots, and records management information. These features, coupled with other distinctive benefits, provide a reliable solution for mobile users to wirelessly access and update records in the field. SUNGARD PUBLIC SECTOR has tested and recommends the Customer use the following hardware for SunGard Public Sector's handheld mobile application:
Compaq Ipaq
Dell Axim
One of the following network connections is required for the Customer to utilize SunGard Public Sector's handheld mobile application:
CDPD
CDMA
GPRS

MCT-AVL-HOST AVL SERVER HOST LICENSE
This is the CAD Server License of SunGard Public Sector's Automatic Vehicle Locator (AVL) software.

MCT-AVL-CLIENT MCT CLIENT - AVL
SunGard Public Sector'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 Public Sector's AVL.

Mobile Professional Services
MCT-PROJ-MGNT PROJECT MANAGEMENT SERVICES
Includes professional services from SunGard Public Sector for management oversight and coordination with the Customer's project management, SunGard Public Sector's internal resources and any third party vendors. Includes coordinating with the Customer's Project Manager all SunGard Public Sector related deliveries such as application software, implementation services, and scheduling of SunGard Public Sector's resources with the Customer.

MCT-PROJ-PLAN PROJECT PLANNING FOR MOBILE
Includes professional services from SunGard Public Sector for the development of a project plan. A SunGard Public Sector project manager who is assigned to the account will do this in conjunction with the project manager for the Customer. This will include the preparation and development of a written implementation plan as well as an on-site planning session.

MCT-SWI-INST INSTALLATION OF BASE MESSAGE SWITCH
Installation and setup of SunGard Public Sector's Base Message Switch application software. The Message Switch must run on Windows 2000 Server or higher.

MCT-BMS-INST INSTALLATION OF BASE MOBILE SERVER SOFTWARE
Installation of the base mobile server software includes configuration, setup, and testing on Customer's server for mobile applications. Also includes the installation of the digital dispatch/Mobile Field Reporting application software on up to five (5) mobile computers.

MCT-CLIENT-INST INSTALLATION OF DIGITAL DISPATCHING CLIENT
Includes installation, configuration and testing of SunGard Public Sector's Digital Dispatch Client on up to five (5) of the Customer's mobile computers.SunGard Public Sector will instruct the Customer's System Administrator and two other persons on the installation process.

MCT-PROF-ADD ADDITIONAL PROFESSIONAL SERVICES
Services provided by SunGard Public Sector product or training specialists. Services may include but are not limited to add-on module training, refresher training, system analysis, or consulting.

MCT-PROF-ADD ADDITIONAL PROFESSIONAL SERVICES
Services provided by SunGard Public Sector product or training specialists. Services may include but are not limited to add-on module training, refresher training, system analysis, or consulting.

MCT-MNT-TRN MCT MAINTENANCE TRAINING
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.

MCT-USR-TRN MCT USER TRAINING
Training for end-users (10 people max.) on base MCT. Topics include viewing and updating unit status information, searching, and messaging. Does not include training on MFR. Class duration = up to 4 hours.

MFR-MNT-TRN MOBILE FIELD REPORTING MAINTENANCE TRAINING
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 1 day.

MFR-USR-TRN MOBILE FIELD REPORTING USER TRAINING
Training for end-users (10 people max.) on base MFR. Topics include report submission and searching. Does not include training on MCT or crash wizard. Class duration = up to 2 days.

MCT-AVL-SERV AVL INSTALLATION AND TRAINING
One day on-site for installation and training of AVL. Training includes instruction for system administrators (4-6 people max.) on setting up and maintaining AVL, as well as instruction for end-users (10 people max.) on using the application.
INT-P2C Police 2 Citizen Police to Citizen (P2C) is an Internet based application for citizens to search information posted by the agency. Citizens can search accident reports, view daily bulletin and missing persons, view the Customer's calendar of events, and report basic incidents. This application is easily customizable to the Customer's preference, allowing the agency to quickly change graphics and the information that is displayed on the portal.
This application must run on a dedicated server with no other applications. Must include a server that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard Public Sector's Technical department will provide server specs and pricing as needed.

INT-P2C-INST POLICE 2 CITIZEN INSTALLATION
Includes the installation of SunGard Public Sector's Police to Citizen (P2C) application on the P2C server.

Communications Center
PROJ-MGNT
PROJECT MANAGEMENT SERVICES
The services are described in the Statement of Work attached to this Agreement and marked as "Exhibit 2."

USR-TRN
USER TRAINING
The services are described in the Statement of Work attached to this Agreement and marked as "Exhibit 2."

PROJ-PLAN
PROJECT PLANNING - QA
The services are described in the Statement of Work attached to this Agreement and marked as "Exhibit 2."

PROF-SERV
PROFESSIONAL SERVICES - SUPPORT
The services are described in the Statement of Work attached to this Agreement and marked as "Exhibit 2."

PROF-SERV
PROFESSIONAL SERVICES - TECH
The services are described in the Statement of Work attached to this Agreement and marked as "Exhibit 2."

Custom Modifications

RMS-CUST-MOD   RMS CUSTOM – Motorola to CFS Module Interface
SunGard Public Sector would build a program that on a scheduled basis will transfer calls-for-service data from the Motorola UDT database over to the OSSI CFS module in RMS. Motorola will be responsible for configuring their UDT system to push the CAD event data to a SQL Server table in the OSSI RMS database. The SunGard Public Sector program would then take this data and import it into the OSSI CFS module in RMS. The customer is responsible for any and all Motorola costs to provide and configure the Motorola UDT system as described above.
All costs provided by SunGard Public Sector regarding new development or modifications are costs for SunGard Public Sector's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard Public Sector's pricing.

MFR-CUST-MOD   MFR CUSTOM – Motorola to MFR UDT Interface
SunGard Public Sector will provide modifications to its OSSI Mobile Field Reporting System to allow a user to download event details from the Printrak CAD system for the purpose of pre-populating fields in the incident report. SunGard Public Sector will provide the mobile user with a way to bring up a list of recent events from the SQL Server UDT database. This list would be limited to a date/time range (would default to a limited time such as the last 4 hours). The user could select a record from this list and a skeleton incident report would be created in the OSSI MFR system on that user's laptop. This skeleton incident report will have fields such as the report # (case #), location, date/time received pre-populated from the downloaded CAD event record. Motorola will be responsible for configuring their UDT system to push the CAD event data to a SQL Server table in the OSSI RMS database as events are dispatched. The customer is responsible for any and all Motorola costs to provide and configure the Motorola UDT system as described above.
All costs provided by SunGard Public Sector regarding new development or modifications are costs for SunGard Public Sector's participation in the development. Any Third Party costs required for the completion of the project have not been included in SunGard Public Sector's pricing.

P2C-CUST-MOD   P2C CUSTOM – Crimestoppers interface to OSSI P2C
SunGard Public Sector will enhance the OSSI P2C with a Crime Stoppers module to allow citizens to enter a tip online anonymously. The entered tip will be routed via email to an investigator or group of investigators for required follow up.

P2C-CUST-MOD   P2C CUSTOM – OSSI Residential Security Check Interface to OSSI P2C
SunGard Public Sector will enhance the OSSI P2C to interface with the OSSI RMS Residential Security Watch Module. A web page will be added to allow citizens to file their own security check requests (vacation house watches) which will be subsequently entered/approved by an RMS clerk for verification and action. This web page will allow the requesting citizen to set a date range for the check, enter the address, and provide any necessary notes and other pertinent information.

Pay Agency & Pay Agency related SunGard Public Sector services

Part Number: HWR-SERV-APP-RCK
Description: Base Application Server (Rack Mount)
Long Description: Dell PowerEdge 2950
 - (2) Intel® Dual Core Xeon® 3.00GHz CPU w/4MB Cache
 - 4GB 667MHz (4x1GB), Dual Ranked DIMMs
 - PERC 5/i, x6 Backplane, Integrated Controller Card
 - 1x6 Backplane for 3.5-inch Hard Drives
 - (2) 36GB 15K RPM SAS Hard Drives (RAID 1)
 - (4) 300GB 15K RPM SAS Hard Drives (RAID 10)
 - Dual On-Board NICs
 - Redundant Power Supply With Y-CORD and Straight Cords
 - 24X IDE CD-RW/DVD ROM Drive

- Rapid Rails
- Rack Bezel
- 3 Yrs GOLD Support, 4hr Onsite, S/W Support

Part Number: THP-MS-WIN2003STD
Description: Windows Server 2003 R2 Standard Edition
Long Description: Microsoft Windows Server 2003 R2 Standard Edition server license

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Part Number: THP-MS-SQLSTDPROC
Description: Microsoft SQL Server 2005 Standard Edition CPU License
Long Description: Microsoft's SQL Server 2005 Standard Edition CPU license for unlimited SQL connections on one CPU. Dual Processor servers will need two processor licenses.

Part Number: TCH-INSTALL-SERV
Description: Implementation Services for Application Server
Long Description: SunGard Public Sector's OSSI Implementation Services include:
- Server Hardware Configuration and initialization
- Installation and configuration of Windows Operating System
- Installation and configuration of Microsoft SQL Server database software
- Hardware Ownership Transfer

All Application Servers referenced in this Agreement shall be shipped to SunGard Public Sector's offices in High Point, NC. 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.

Part Number: HWR-SERV-APP-RCK
Description: Base Application Server (Rack Mount)
Long Description: Dell PowerEdge 2950
- (2) Intel® Dual Core Xeon® 3.00GHz CPU w/4MB Cache
- 4GB 667MHz (4x1GB), Dual Ranked DIMMs
- PERC 5/i, x6 Backplane, Integrated Controller Card
- 1x6 Backplane for 3.5-inch Hard Drives
- (2) 36GB 15K RPM SAS Hard Drives (RAID 1)
- (4) 300GB 15K RPM SAS Hard Drives (RAID 10)
- Dual On-Board NICs
- Redundant Power Supply With Y-CORD and Straight Cords
- 24X IDE CD-RW/DVD ROM Drive
- Rapid Rails
- Rack Bezel
- 3 Yrs GOLD Support, 4hr Onsite, S/W Support

Part Number: THP-MS-WIN2003STD
Description: Windows Server 2003 R2 Standard Edition
Long Description: Microsoft Windows Server 2003 R2 Standard Edition server license

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Part Number: THP-MS-SQLSTDPROC
Description: Microsoft SQL Server 2005 Standard Edition CPU License
Long Description: Microsoft's SQL Server 2005 Standard Edition CPU license for unlimited SQL connections on one CPU. Dual Processor servers will need two processor licenses.

Part Number: TCH-INSTALL-SERV
Description: Implementation Services for Application Server
Long Description: SunGard Public Sector's OSSI Implementation Services include:
- Server Hardware Configuration and initialization
- Installation and configuration of Windows Operating System
- Installation and configuration of Microsoft SQL Server database software
- Hardware Ownership Transfer

All Application Servers referenced in this Agreement shall be shipped to SunGard Public Sector's offices in High Point, NC. 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.

Part Number: HWR-SERV-MSG-RCK
Description: Message Switch Application Server (Rack Mount)
Long Description: Dell PowerEdge 1950
- Intel® Dual Core Xeon® 3.00GHz CPU w/4MB Cache
- 4GB 667MHz (4x512MB), Single Ranked DIMMs
- PERC 5/i, Integrated Controller Card
- (4) 73GB 10K RPM 2.5" SAS Hard Drive (RAID 5 - 3+1 Spare)
- Dual On-Board NICs
- Redundant Power Supply with Dual Cords
- 24X IDE CD-RW/DVD ROM Drive

- Rack Chassis w/Rapid Rails
- Rack Bezel
- 3 Yrs GOLD Ent. Support, 4hr Onsite, S/W Support

Part Number: THP-MS-SQLSTDPROC
Description: Microsoft SQL Server 2005 Standard Edition CPU License
Long Description: Microsoft's SQL Server 2005 Standard Edition CPU license for unlimited SQL connections on one CPU. Dual Processor servers will need two processor licenses.

Part Number: TCH-INSTALL-SWSERV
Description: Implementation Services for Message Switch Application Server
Long Description: SunGard Public Sector's OSSI 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 SunGard Public Sector's offices in High Point, NC. SunGard will install and configure all software as listed in the contract agreement on the Application Server. The server will then be shipped to the Customer's site for final implementation per the contract.

The Customer is responsible for all of the associated costs from the State to connect to and communicate with State/NCIC network. This may include the following additional costs:
- Dedicated Line
- DSU to State
- Associated Installation Charges
- Monthly Charges
- Surcharges by State
- Connectivity Software

Part Number: HWR-SERV-DC-RCK
Description: Windows 2003 Domain Controller (Rack Mount)
Long Description: Dell PowerEdge 1950
- (2) Intel® Dual Core Xeon® 1.60GHz CPU w/4MB Cache
- 4GB 677MHz (4x1GB), Single Ranked DIMMs
- PERC 5/i, Integrated Controller Card
- (2) 300GB 10K RPM SAS Hard Drive (RAID 1)
- Dual On-Board NICs
- Redundant Power Supply with Dual Cords
- 24X IDE CD-RW/DVD ROM Drive
- Rack Chassis w/Rapid Rails
- Rack Bezel
- 3 Yrs GOLD Ent. Support, 4hr Onsite, S/W Support

Part Number: THP-MS-WIN2003STD
Description: Windows Server 2003 R2 Standard Edition
Long Description: Microsoft Windows Server 2003 R2 Standard Edition server license

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Part Number: TCH-INSTALL-DCSERV
Description: Implementation Services for Domain Controller
Long Description: SunGard Public Sector's Implementation Services include:
- Server Hardware Configuration and initialization
- Installation and configuration of Windows Operating System
- Hardware Ownership Transfer

All Application Servers referenced in this Agreement shall be shipped to SunGard Public Sector's offices in High Point, NC. 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.

Part Number: THP-NETMTN-MOBXE
Description: NetMotion Mobility XE Software
- Licensing for up to 100 Users
Long Description: NetMotion Mobility XE Software. See attached Quote for details.

Part Number: THP-NETMTN-MOBXE-ADDL
Description: NetMotion Mobility XE Software
- Additional Licenses
Long Description: NetMotion Mobility XE Software.
- Additional User Licenses

Part Number: THP-NETMTN-MOB-POL
Description: NetMotion Mobility Policy Module

- Licensing for up to 100 Users
Long Description: NetMotion Mobility XE Software. See attached Quote for details.

Part Number: THP-NETMTN-MOB-POL-ADDL
Description: NetMotion Mobility Policy Module
- Additional Licenses
Long Description: NetMotion Mobility XE Software.
- Additional User Licenses

Part Number: THP-NETMTN-MTC
Description: NetMotion Mobility XE Annual Maintenance
Long Description: NetMotion Mobility XE Annual Maintenance.
- Maintenance: Premium - 1 year
- 24x7 technical support
- Major version upgrades
- Tech notes and web based support

Part Number: HWR-MUG-PKG
Description: Mugshot Capture Workstation Package
Long Description: Dell OptiPlex 755 Mini-Tower
- Microsoft® Windows® XP Professional w/Service Pack 2
- Intel™ Core®2 Duo E6550 2.33GHz 1333MHz FSB w/4MB L2 Cache
- 2GB DDR2 Non-ECC SDRAM,667MHz, (1DIMM)
- 80GB SATA 3.0Gb/s and 8MB DataBurst Cache™
- Integrated Gigabit NIC
- 16X DVD+/-RW SATA, Roxio Creator™ CyberlinkPowerDVD™
- DVI (Digital) Adapter Card
- Dell 19 inch UltraSharp™ 1908FP Flat Panel
- Integrated Sound Blaster Compatible Sound Card
- Dell AS501 Sound Bar for UltraSharp™ Flat Panel Displays
- Dell USB Keyboard and 2-Button Optical Mouse w/Scroll
- 3 Year Limited Warranty Plus 3 Year Next Business Day On-Site Service
Frame Grabber PCI Video Capture Card
Sony EVI-D100P Digital Camera
25' RCA Coax video cable
25' Camera Control Cable

Part Number: TCH-INSTALL-MUG
Description: Implementation Services for Mugshot Workstation
Long Description: Installation and configuration of SunGard Public Sector's OSSI Mugshot Workstation. The workstation will be shipped to SunGard for configuration and shipped to the customer site. SunGard will remotely assist the Customer with the site implementation unless on-site setup is specified in the contract.

Part Number: HWR-P&E-HWRKIT
Description: P&E Bar-Coding Kit
Long Description: - Symbol Hand Held Scanning Devices
- Symbol LS-2208 Handheld USB Wedge Scanner
- Sato Model CX400TT Thermal Transfer Label Printers with Paper
- Topaz Systems SignatureGem LCD 4X3 Signature Pad

Part Number: HWR-WS-MISC
Description: Standard Application Workstation
Long Description: Dell OptiPlex 755 Mini-Tower
- Microsoft® Windows® XP Professional w/Service Pack 2
- Intel™ Core®2 Duo E6550 2.33GHz 1333MHz FSB w/4MB L2 Cache
- 2GB DDR2 Non-ECC SDRAM,667MHz, (1DIMM)
- 80GB SATA 3.0Gb/s and 8MB DataBurst Cache™
- Integrated Gigabit NIC
- 16X DVD+/-RW SATA, Roxio Creator™ CyberlinkPowerDVD™
- DVI (Digital) Adapter Card
- Dell 19 inch UltraSharp™ 1908FP Flat Panel
- Integrated Sound Blaster Compatible Sound Card
- Dell AS501 Sound Bar for UltraSharp™ Flat Panel Displays
- Dell USB Keyboard and 2-Button Optical Mouse w/Scroll
- 3 Year Limited Warranty Plus 3 Year Next Business Day On-Site Service

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Part Number: TCH-INSTALL-P&E
Description: Implementation Services for Bar Coding Hardware
Long Description: Installation and configuration of SunGard Public Sector's OSSI Bar Coding Hardware.

Part Number: HWR-WS-SRVC
Description: Application Services Workstation

Long Description: Dell OptiPlex 755 Mini-Tower
- Microsoft® Windows® XP Professional w/Service Pack 2
- Intel™ Core®2 Duo E6550 2.33GHz 1333MHz FSB w/4MB L2 Cache
- 2GB DDR2 Non-ECC SDRAM,667MHz, (1DIMM)
- 80GB SATA 3.0Gb/s and 8MB DataBurst Cache™
- Integrated Gigabit NIC
- 16X DVD+/-RW SATA, Roxio Creator™ CyberlinkPowerDVD™
- DVI (Digital) Adapter Card
- Dell 19 inch UltraSharp™ 1908FP Flat Panel
- Integrated Sound Blaster Compatible Sound Card
- Dell AS501 Sound Bar for UltraSharp™ Flat Panel Displays
- Dual Profile Serial I/O Card
- Dell USB Keyboard and 2-Button Optical Mouse w/Scroll
- 3 Year Limited Warranty Plus 3 Year Next Business Day On-Site Service

The Customer is required to provide remote access to the application server(s) for SunGard Public Sector's remote diagnosis and support. Remote access is obtained by using the Application Services Workstation and a pcAnywhere session. SunGard Public Sector recommends using our secure Cisco VPN solution over the Internet to create the connection required for pcAnywhere access. If the VPN solution is to be implemented, SunGard Public Sector will assist the customer with the installation. If Internet access is not available, the customer can install an external modem on the SunGard Public Sector Services Workstation to provide this connectivity.

Part Number: THP-MS-VFP9
Description: Microsoft Visual FoxPro 9.0 (Gov't OLP)
Long Description: This program allows modification of existing SunGard Public Sector applications and databases, including data when necessary. It is a core piece of the SunGard Public Sector support package.

Part Number: TCH-INSTALL-WKSTN
Description: Implementation Services for Application Workstation
Long Description: Services for setup and configuration of a single SunGard Public Sector Application Workstation. This includes unpacking, staging and network configuration of the workstation. For the CAD workstation, the installation of the Matrox video card is included. These services do not include Travel and Living.

Part Number: HWR-MGTK-SWIPE1
Description: Magtek MiniWedge Swipe Reader
Long Description: MagTek USB Magstripe Swipe Card Reader for in car MCT use to swipe Operator's License in States that use a mag-stripe system.

Part Number: HWR-SPCTM-GP931
Description: Spectracom Centralized Time Solution
Long Description: Spectracom GPS Command Center Package GP931
- NetClock/GPS Master Clock 9283
- GPS Antenna 8225
- Antenna Surge Protector 8226
- Cable to Antenna 100' CAL7100
- TimeView 400 Display Clock 8177
- (2) TimeTaps 8179T
- 100' RS-485 Station Cable CW04100

Part Number: HWR-SPCTM-PTENSE
Description: Spectracom PresenTense Time Synch Software
Long Description: Windows Network Time Management Software. Upgrades and enhances the W32Time Service for Windows 2003/2000/XP PC's. Package includes: PresenTense Server, Unlimited PresenTense Clients and LAN Time Analyzers for one LAN.

Part Number: TCH-INSTALL-NTCLK
Description: Implementation Services for Spectracom NetClock Hardware
Long Description: Services for installation and configuration of the Spectracom NetClock System. The NetClock hardware will be shipped to SunGard Public Sector for initial configuration and then shipped to the Customer for onsite installation. Onsite installation includes administrator training on how to manage the system.

The installation of the NetClock antenna, TimeView Display Clock and cabling are the responsibility of the Customer and are not included in these services.

Part Number: THP-MS-WIN2003CAL
Description: Windows Server 2003 Device CAL
Long Description: Microsoft Windows Server 2003 Device Client Access License

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Part Number: THP-MS-VIS07
Description: Microsoft Visio 2007 Standard Edition
Long Description: Visio 2007 Standard Edition for in-depth technical diagrams and drawings. Required as an interface to the OSSI Accident Wizard.

Part Number: THP-CRYSTL-STD11
Description: Crystal Reports XI Standard Edition
Long Description: Crystal Reports database reporting software Version 11 Standard Edition. Media included.

Part Number: HWR-MODEM-SER
Description: U.S.Robotics External 56K Serial Modem
Long Description: US Robotics External 56K Serial V.92 Data/Fax Modem. Required for the SunGard Public Sector Rip and Run, ANI/ALI or paging modules. All hardware components include the manufacturer's warranty only.

Part Number: TCH-INSTALL-ONSITE
Description: On-Site Installation for Application Servers
Long Description: The SunGard Onsite Implementation Services include:
 - Final OSSI software application cofigurations
 - Final third party application configurations
 - Configuration of hardware on the customers network and domain
 - SA Review and training to cover all hardware and software configurations.

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.

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

Part Number: HWR-SERV-CUSTOM
Description: NetMotion Mobility Application Server (BLADE)
Long Description: Dell PowerEdge M600 Blade
 - (2) Intel® QuadCore Xeon® 2.66GHz CPU w/2x6MB Cache
 - 32GB 667MHz (4x512MB), Single Ranked DIMMs
 - SAS 6/IR, Integrated Controller Card
 - (2) 73GB 10K RPM SAS Hard Drive (RAID 1)
 - Dual On-Board NICs
 - Qlogic QME2472 4Gbps Fibre Channel I/O Card
 - 3 Yrs GOLD Ent. Support, 4hr Onsite, S/W Support

Part Number: THP-MS-WIN2003STD
Description: Windows Server 2003 R2 Standard Edition
Long Description: Microsoft Windows Server 2003 R2 Standard Edition server license
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Part Number: TCH-INSTALL-SWSERV
Description: Implementation Services for NetMotionApplication Server
Long Description: SunGard Public Sector's OSSI 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 SunGard Public Sector's offices in High Point, NC. SunGard will install and configure all software as listed in the contract agreement on the Application Server . The server will then be shipped to the Customer's site for final implementation per the contract.

The Customer is responsible for all of the associated costs from the State to connect to and communicate with State/NCIC network. This may include the following additional costs:
 - Dedicated Line
 - DSU to State
 - Associated Installation Charges
 - Monthly Charges
 - Surcharges by State
 - Connectivity Software

Part Number: HWR-SERV-INT-BLADE
Description: Windows 2003 Domain Controller (BLADE)
Long Description: Dell PowerEdge M600 Blade
 - (2) Intel® QuadCore Xeon® 2.66GHz CPU w/2x6MB Cache
 - 32GB 667MHz (4x512MB), Single Ranked DIMMs
 - SAS 6/IR, Integrated Controller Card
 - (2) 73GB 10K RPM SAS Hard Drive (RAID 1)
 - Dual On-Board NICs
 - Qlogic QME2472 4Gbps Fibre Channel I/O Card
 - 3 Yrs GOLD Ent. Support, 4hr Onsite, S/W Support

Part Number: THP-MS-WIN2003STD
Description: Windows Server 2003 R2 Standard Edition
Long Description: Microsoft Windows Server 2003 R2 Standard Edition server license

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Part Number: TCH-INSTALL-SERV
Description: Implementation Services for Application Server
Long Description: SunGard Public Sector's OSSI Implementation Services include:
 - Server Hardware Configuration and initialization
 - Installation and configuration of Windows Operating System
 - Installation and configuration of Microsoft SQL Server database software
 - Hardware Ownership Transfer

All Application Servers referenced in this Agreement shall be shipped to SunGard Public Sector's offices in High Point, NC. 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.

Part Number: HWR-SERV-RACKLG
Description: Standard Server Rack
Long Description: Dell PowerEdge 4210
 - 42U Rack Frame with Doors, Side Panel and Side Stabilizing Braces
 - 8 Port Keyboard/Video/Mouse Analog Switch
 - (8) USB Server Interface Pod
 - (2) 16Amp, Power Distribution Unit 208V, w/IEC to IEC cords
 - 1U,Flat Panel Monitor/Keyboard/Mouse,Tied
 - Inside Delivery Service for Dell PowerEdge Rack System
 - 42U Rack Installation
 - 3Yrs Parts Delivery (Next Business Day)

Part Number: HWR-DELL-5000VA
Description: Dell Smart-UPS 5000 VA
Long Description: Rack mounted UPS for use with rack mounted application servers. Includes 5 kVA/3.75 KW output rating, Site Wiring Fault Notification, extended range Automatic Voltage Regulation (AVR) and PowerChute® Business Edition software. Manufactured by APC.

The APC 5000VA UPS requires a NEMA L6-30R power outlet be installed by the Customer in the appropriate location.

Part Number: HWR-BACKUP-CUSTOM
Description: Data Backup Kit (AutoLoader - Rack Mount)
Long Description: - Power Vault 124T LTO-3-060 400/800GB External TBU, 2U Autoloader, 8-slot Single Magazine
 - 39160 Dual Channel Ultra3 (U160) LVD SCSI Interface Card
 - Rapid Rails for Dell Rack
 - (1) LTO-3 400/800GB Tape Media 30 Pack
 - (1) LTO-3 Cleaning Cartridge
 - 3Yr. SILVER, Same Day Onsite Svc(24 Hrs-7 Days)+L2 Suppt+Adv SW Suppt

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Part Number: THP-SYM-BKPEXEC
Description: Symantec Backup Exec™ 11D for Windows Servers w/1yr Combo
Long Description: Base data backup and recovery software. Provides centralized administration and managment of backup and recovery functions for the entire network.

Part Number: THP-SYM-OFOPTN
Price: $1305.84
Description: Symantec Backup Exec™ 11D Advanced Open File Option 1yr Combo
Long Description: Open File Agent required to handle open files at the volume level during the backup process. Provides online data backups without the interuption of inprocess applications or files.

Part Number: THP-SYM-CAL
Description: Symantec Backup Exec™ 11D Remote Agent Client License 1yr Combo
Long Description: Client Agent required to backup or restore any 32 or 64-bit remote Windows server.

Part Number: THP-SYM-MEDIA
Description: Symantec Backup Exec™ 11D and Agents Media Kit
Long Description: Media Kit for VERITAS Backup Exec 10 software and its agents.

Part Number: TCH-INSTALL-BKUP
Description: Implementation Services for Data Backup Solution
Long Description: Installation of the Data Backup Solution components.

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

Part Number: HWR-WS-CAD-CUSTOM
Description: CAD Dispatch Workstation
Long Description: Dell Precision T5400 Mini-Tower
 - Microsoft® Windows® XP Professional w/Service Pack 2
 - Intel™ Core®2 Duo E6550 2.33GHz 1333MHz FSB w/4MB L2 Cache
 - 2GB 667MHz DDR2 ECC SDRAM (2 DIMMS)
 - 250GB 3.0Gb/s SATA Drive with 8MB DataBurst Cache™
 - Integrated Ethernet NIC
 - 16X DVD-ROM with Cyberlink Power DVD
 - Dell USB Keyboard and 5-Button Optical Mouse w/Scroll
 - 3Yr Same Day 4Hr Response Parts + Onsite Labor (7 x 24 Hours)

Part Number: HWR-MATROX-P650PCIe
Description: Matrox P650 PCIe 128 Video Card
Long Description: Matrox P650 Dual-Monitor Video Card to be used for CAD Workstations with 2 digital or analog monitors.
Requires an available PCI Express expansion slot. Compatible with Full Hight configurations only.

Part Number: HWR-DELL-22FP-CUSTOM
Description: Dell 22 Inch UltraSharp™ 2208FP Flat Panel (VGA/DVI)
Long Description: Dell 22 inch UltraSharp™ flat panel monitor with height adjustable stand

Part Number: HWR-DELL-ES750
Description: Dell Back-UPS ES 750 Broadband
Long Description: Workstation class UPS for use with the CAD dispatch/calltaker workstation by APC®. Includes eight NEMA 5-15R power outlets, built-in phone/fax/modem line (DSL-compatible) protection and PowerChute software. Manufactured by APC.

Part Number: TCH-INSTALL-WKSTN
Description: Implementation Services for Application Workstation
Long Description: Services for setup and configuration of a single SunGard Public Sector Application Workstation. This includes unpacking, staging and network configuration of the workstation. For the CAD workstation, the installation of the Matrox video card is included. These services do not include Travel and Living.

Part Number: HWR-WS-CAD-CUSTOM
Description: CAD Resource Monitor Workstation
Long Description: Dell Precision T5400 Mini-Tower
 - Microsoft® Windows® XP Professional w/Service Pack 2
 - Intel™ Core®2 Duo E6550 2.33GHz 1333MHz FSB w/4MB L2 Cache
 - 2GB 667MHz DDR2 ECC SDRAM (2 DIMMS)
 - 250GB 3.0Gb/s SATA Drive with 8MB DataBurst Cache™
 - Integrated Ethernet NIC
 - 16X DVD-ROM with Cyberlink Power DVD
 - Dell USB Keyboard and 2-Button Optical Mouse w/Scroll
 - 3Yr Same Day 4Hr Response Parts + Onsite Labor (7 x 24 Hours)

Part Number: HWR-MATROX-QIDLPe
Description: Matrox QID Low Profile PCIe Video Card
Long Description: Matrox Quad Information Display Graphics Card to be used for CAD Workstations with 3 or more digital or analog monitors. Requires an available PCIe expansion slot. Compatible with both Low Profile and Full Hight configurations.

Part Number: HWR-DELL-ES750
Description: Dell Back-UPS ES 750 Broadband
Long Description: Workstation class UPS for use with the CAD dispatch/calltaker workstation by APC®. Includes eight NEMA 5-15R power outlets, built-in phone/fax/modem line (DSL-compatible) protection and PowerChute software. Manufactured by APC.

Part Number: TCH-INSTALL-WKSTN
Description: Implementation Services for Application Workstation
Long Description: Services for setup and configuration of a single SunGard Public Sector Application Workstation. This includes unpacking, staging and network configuration of the workstation. For the CAD workstation, the installation of the Matrox video card is included. These services do not include Travel and Living.

Part Number: TCH-INSTALL-ONSITE
Description: On-Site Installation for Application Servers
Long Description: The SunGard Onsite Implementation Services include:
 - Final OSSI software application cofigurations
 - Final third party application configurations
 - Configuration of hardware on the customers network and domain
 - SA Review and training to cover all hardware and software configurations.

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.

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

Part Number: THP-CUSTOM
Description: Avaya IP Telephone Sets
Long Description: Avaya IP 5621 Telset Dark Grey RoHS

Part Number: THP-CUSTOM
Description: Wall Mounted LCD Display
Long Description: Samsung LN-T4661F 46" LCD HDTV

Part Number: THP-CUSTOM
Description: Wall Mounting Hardware for LCD Display
Long Description: Peerless OneMount Flat Panel Modular Wall Mount

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Part Number: THP-CUSTOM
Description: Belkin 50' Pro Series High Integrity VGA/SVGA Monitor Replacement Cable
Long Description:

Part Number: THP-CUSTOM
Description: CAT5 Patch Cable - 10FT
Long Description:

Part Number: THP-CUSTOM
Description: CAT5 Patch Cable - 7FT
Long Description:

Part Number: THP-CUSTOM
Description: CAT5E Patch Cable - 3FT
Long Description:

Part Number: THP-CUSTOM
Description: CAT5E Patch Cable - 1FT
Long Description:

Number of Software Supplements Attached: 3

Exhibit 2

Scope of Work

Communications Center Services

OSSI Public Safety Solutions

Provided to City of Doral, FL

by SUNGARD PUBLIC SECTOR INC.

General

SunGard Public Sector will provide Customer with the services described in this Statement of Work ("SOW") pursuant to the terms and conditions of the Software License and Services Agreement to which it is attached (the "Agreement").

This SOW describes generally the services that SunGard Public Sector will provide to Customer on a time-and-materials basis. The service quantities provided for in Exhibit 1 represent SunGard Public Sector's good faith estimates, based upon information available to SunGard Public Sector as of the Execution Date, as to the number of hours that will be required to provide the services generally described in this SOW; however, such estimate is not, and is not deemed to be, a not-to-exceed or fixed fee engagement. The actual fee that Customer will pay to SunGard Public Sector will vary, based upon the number of hours of services provided by SunGard Public Sector. Items, features or functionality not specifically included in this document are outside of the scope of this SOW. Any future change will require a written change order Change Order approved and signed by both parties (each a "Change Order"). Each Change Order may be subject to additional charges, and each Change Order will likely have an impact on the implementation schedule.

Certain of the services described in this SOW require that the parties develop and agree upon certain written documents and plans. In each such instance, once the parties have agreed upon the form and content of the written document/plan in question, each will approve the document/plan in writing prior to undertaking their respective performance obligations under the document/plan in question. Once the document/plan in question has been agreed upon by the parties in writing, any changes to the document/plan will require written approval of both parties. Neither party will unreasonably withhold or delay any approval required under this provision and each will work together in good faith to attempt to resolve any disagreements in this regard.

Except as otherwise specifically provided for in this SOW, the services specified in this SOW described herein will be provided with respect to the Baseline Component Systems. Customizations are outside the scope of SunGard Public Sector's responsibilities. Customer, and not SunGard Public Sector, will be responsible for taking the Baseline Component Systems into a live production environment and, in this regard, will make the determination as to the appropriate time frame for this undertaking.

Further, and without limitation, to facilitate the provision of services by SunGard Public Sector, Customer will provide SunGard Public Sector with the following access and assistance as services are being provided by SunGard Public Sector:

- __Project Manager__ – Customer will provide a project manager to serve as the primary contact to work directly with the SunGard Public Sector manager. On behalf of Customer, the Customer project manager will assist and coordinate activities related to this engagement, such as meetings, interviews and review of deliverables.

- <u>Access to Appropriate Staff</u> - Customer will assign appropriate key staff to Customer's Implementation Project Team. Assigned staff are expected to participate in all training and consulting sessions, to review existing policies and procedures and begin developing new procedures as appropriate, and to review the information contained in the training documentation and in the supplied training materials to ensure that each member of the implementation team understands the functionality of the module being presented. Customer's project team must complete all validation, rule and process development required for production system operations.

- <u>Access to Customer's Hardware and Software</u> – Customer will provide SunGard Public Sector personnel with access to the Equipment and to Customer's legacy administrative systems and related information on an as-required basis. Customer's project manager will work directly with the SunGard Public Sector personnel to facilitate and coordinate such access.

- <u>Required Software and Hardware</u> – Customer will, at its own expense, provide all required hardware, software and related components and peripherals.

- <u>Access to Information</u> - Customer will provide SunGard Public Sector personnel with access to procedures documents, published strategy and tactical documents, process requirement documents, and the like as reasonably required by SunGard Public Sector in the course of providing services.

- <u>Cooperation and Assistance</u> - Customer will cooperate with, and assist SunGard Public Sector as necessary to enable SunGard Public Sector to provide the services specified.

- <u>End User Training</u> – Except as otherwise expressly provided for in this SOW, Customer is responsible for development of departmental or "end user" training plans, and for the delivery of training to these users.

- <u>Training Materials</u> - Customer will provide each participant in the SunGard Public Sector training sessions with reference copies of the SunGard Public Sector-provided training course workbooks and training materials.

- <u>Test Plans</u> - Customer will develop all test plans and scenarios, and complete the performance of these test plans within project guidelines and timing, including "production-ready" testing.

- <u>Training Facility</u> - Customer will provide a training facility at Customer's facilities, with such training facility to include dedicated workstations for training participants, overhead projection capabilities for instructional purposes, dedicated printer capabilities, and other training requirements as may be defined and agreed between both parties.

- <u>Forms</u> - Customer is responsible for development or acquisition, from a third party vendor, of necessary paper forms, such as bills, statements, letterhead, and the like.

- <u>Data Migration</u> - Customer is responsible for all specification, identification, programming and validation of information pertaining to the conversion or migration of historic or legacy data.

Please refer to the Section entitled, "Parties Responsibilities" which documents certain of each party's other responsibilities, certain project dependencies and other important related issues.

Parties Responsibilities

Certain Customer Responsibilities

    Infrastructure

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

2) See following Doral Project Outline for additional Customer responsibilities.

SunGard Public Sector Responsibilities

1) Provide a project manager and assigned staff for the project.

2) Provide a Quality Assurance Representative to serve as the point person for technical issues associated with this SOW.

3) See following Doral Project Outline for additional Sungard Public Sector Responsibilities.

(Continued on next page)

Services Description

SunGard Public Sector will provide the following services to Customer:

Doral Project Outline									
Task	**Task Description**	**effort**	**Owner**	**Time on Task**	**PM**	**QA**	**Training**	**Tech**	**Support**
CAD Implementation									
Project Management	CAD Project Management		OSSI	20 days	$24,000				
Build Maps	Center line audit	Cad-Map-Conv	OSSI	1 Day (CAD QA)					
	Provide Centerline source file	Cad-Map-Conv	Doral						
	Centerline clean-up	Cad-Map-Conv	Doral	2 Days (CAD QA)					
	Centerline testing	Cad-Map-Conv	Doral	5 Days (focused)					
	Build polygons-beats-zones-reporting	Cad-Map-Conv	OSSI	3 Days (assuming using Miami-Dade polygons) (GSC). 1 day installation by CAD QA					
	Final Testing—all polygons and layers		Both	2 Days (CAD QA), 5 Days (Doral)					
Pre CAD SA Training	Paper Copy of Maps		Doral						
	Define run orders		Doral	5 Days total (all tasks in category, Doral)					
	Define Nature Codes		Doral						
	Define clear codes		Doral						
	Identify Business Information		Doral						
	Define Wrecker Rotation		Doral						
	Define Units (patrol cars, etc)		Doral						
	Define Call Signs		Doral						
	Employee Information		Doral						
	define: out of service codes		Doral						
	Report number format		Doral						
	Assignments		Doral						
	Define Call spawning		Doral						
	Reporting		Doral						
	Shared Code Table		Both						
	Define user and rights (groups)		Doral						
	Define response plans for nature codes		Doral						
	Define Out of Services Status		Doral						
Paper Forms	Form Design		Both	RMS QA (3 days)		$5,200			
Paper Forms	Must match OSSI		Doral						
	Paper Dispatch System		Doral						
CAD Mnt Training	Build run orders		OSSI	CAD Mnt Training—4 Days for OSSI Training/Doral					
	Build pick lists and code tables		OSSI	5 Days in addition to CAD Mnt (OSSI Training w/ Doral assistance)			$6,000		
	Build Business Sites		Doral	15 Days—could be more, depending on quantity. (Must be done after centerline finalized)					
	Build Wrecker Rotation		OSSI						
	Build Units		OSSI						
	Build Employee File		Doral	3 Days (after training)			$3,600		
	Build users and rights		OSSI	2 days (after training) (OSSI Training)			$2,400		
CAD QA Services	Misc. assistance	CAD-PROF-ADD	OSSI	3 days					
CAD Audits/Onsite system rev	10%		OSSI	2 Days (OSSI Training and Doral)			$1,200		
	50%		OSSI	3 Days (OSSI Training and Doral)			$2,400		
	90%		OSSI	5 Days (OSSI Training and Doral)			$4,800		
User Training	CAD Training		OSSI	2 Days per class X 4 classes (OSSI Training and Doral).			$9,600		
CAD	Go-Live		OSSI	4 on-site service days (OSSI 2 QA, 1 Training, 1 Tech and Doral) + (2 x Support x 2 days	$11,200	$4,800	$5,600	$4,000	
	Post Go Live Training (right before PSAP operational)		Both	4 Days per class (OSSI Training and Doral)					

RMS Implementation								
RMS Project Management	Additional Scope		OSSI		$29,000			
Pre SA Training	Provide local ordinances		Doral					
	Obtain statute, UCR, pick list data	RMS-PROF-ADD	Both	1 Day (RMS QA), 5 Days (Doral)				
	Define pick lists	dispositions	Doral	5 Days (Doral)				
		vehicle types	Doral					
		property types	Doral					
		weapon types	Doral					
		MO types	Doral					
		person types	Doral					
		clearance codes	Doral					
		physical characteristics	Doral					
	Define codes for module-specific tables	Fleet	Doral	5 Days (Doral)				
		IA	Doral					
		Residential Watch	Doral					
		P&E	Doral					
		Quartermaster	Doral	Note: Quartermaster Module not in quote, but customer mentioned implementing it				
		Training	Doral					
		Crime analysis	Doral					
	P&E Room configuration (bin locations/numbering)		OSSI	5 Days (RMS QA) Note: agency may not have Evidence Room		$6,000		
	Mug shot set-up (capture station, background)		Doral	4 hours (Doral)				
	System Notification Strategy and Plan		Doral	4 hours (Doral)				
	Define user groups and security		Doral	4 hours (Doral)				
RMS QA Services	Misc. QA	RMS-PROF-ADD	OSSI	2 days (OSSI QA)				
RMS Mnt. Training	Build and edit UCR Codes		OSSI	3 Days (OSSI Training and Doral) + 2 days after training (OSSI QA & Doral)				
	Build Pick lists		OSSI	2 Days (OSSI QA and Doral)				
	Build users and groups		OSSI	2 days (OSSI Training)				
RMS Audit (On-site System R	10		OSSI	2 days (OSSI QA and Doral)				
	50		OSSI	3 days (OSSI QA and Doral)				
	90		OSSI	5 days (OSSI QA and Doral)				
RMS User Training			Both	4 days per class (OSSI Training and Doral)				
RMS Go-Live				5 on-site service days X 4 employees(OSSI 1Training, 2QA, 1Tech)				

(Continued on next page)

Mobile Implementation									
Mobile MCT/MFR Project Management				49 days (mobile car config and 3rd party mgmt)	$59,000				
	FDLE requirements for neumonics and ori's		Doral						
	Network Diagram for FDLE		Doral						
	Cars, mounts and PC and AVL		Doral						
	Wireless Network		Doral						
Pre Mobile SA Training	FCIC terminal for validation		Doral	1 Day (OSSI Tech)				$1,400	
	request citation numbers and accident numbers from state		Doral						
	State/NCIC Message Install	social security numbers	OSSI/Doral (SSNs)						
Policy and Procedure	Update policy for mobiles		Doral						
Install OSSI Mobile Applicatio	Define Supervisory Review Process		Doral						
MCT SA Training/Message Switch Set-up		MCT-MNT-TRN	Both	1 Day (OSSI Tech and Doral)					
	Install MCT, MFR, Visio, AVL on all 100 units			7 Days (OSSI Tech)				$9,800	
MFR SA Training		MFR-MNT-TRN	Both	1 Day (OSSI Training and Doral)					
	Build accident diagram templates		Doral	2 days (Doral)					
Pre User Training Testing	Set up and test classroom		OSSI	2 Days OSSI Tech/QA		$2,800		$2,800	
			Both						
Mobile User Training			Both						
Mobile Go - Live				5 days (OSSI 1Tech, 2QA, 1Training and Doral)					
P2C Installation									
	Define desired reports and data for public P2C site		Doral	1 day (OSSI QA and Doral					
	Configure P2C site		OSSI	1 day (OSSI QA and Doral		$1,400			
P2P Implementation	Install		OSSI	1 day (OSSI QA)					
	for all phases so customer owns project								
Project Management									
Overall PMO Tasks	Strategy and ownership								
	trip strategy								
	managing infrastructure								
	managelng implemetation project								
	key contacts								
	escalation policy								
	communication plan								
	travel and living								
Modules to add									
	Document Management								
	Quartermaster?								

(Continued on next page)

Technical										
Technical Project Management Oversight									$7,200	
Technical Installation and Configuration Services (on-site Installation)									$7,000	
Communications Center										
Electrical (panels/conduit) (220V-30Amp locking plugs)			Doral							
Generator			Doral							
Network Drops			Doral							
Lighting			Doral							
HVAC (room chillers)			Doral							
ISP Lines			Doral							
Flooring			Doral							
UPS-Rack (2-5000)	SPS new		SPS							
Communications Room Logistics										
printers (3-B&W/1-C)			Doral							
LCD Monitors-Maps/TV & mounting	(2)Doral		Doral							
Scanner			Doral							
Phone System			Doral							
Layout			Doral/SPS							
security/Comm&Data			Doral/SPS							
desk/chair/lighting			SPS							
phones - Avaya	(12) phones-SPS new		SPS							
LCD Monitors - Maps/TV & mounting	(2) SPS new		SPS							
Network Infrastructure										
Anti Virus - Trend Micro			Doral							
Cisco 48 Switch			Doral							
Cisco 48 Switch			Doral							
Cisco 48 Switch			Doral							
PSAP			Doral							
Routers			Doral							
Sprint Aircards (MCT)			Doral							
FDLE			Doral							
Miami Dade Interface			Doral							
Motorola Radio			Doral							
Racks -2			Doral							
CAD Workstations	(9) total		SPS							
Resource Monitor Wrkstn	(1) SPS new (quad display)		SPS							
OSSI DATA Backup System	SPS new		SPS							
DELL Servers	(6) total		SPS							
Rack	(1) SPS new		SPS							
Cables, etc	CAT5, Video		SPS							
Shipping										

GIS SOFTWARE SUPPLEMENT

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

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

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

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

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

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

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

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

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 Public Sector, and through which Users obtain remote access to Agency Databases.

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

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

a. For the term provided for in Section 2(b) below, Customer will have the right to access the Server to participate in and use the Data Sharing Network. Customer's subscription to use the Data Sharing Network (the "Subscription") permits Customer to send queries and to receive information from Agency Databases made available by other participating Agencies. In connection with the Subscription:;

   i. User may create on-line or printed reports of information retrieved from Agency Databases, and reproduce, reformat, print, display and distribute internally such reports, consistent with User's normal internal procedures.

   ii. Notwithstanding the foregoing, User is prohibited from copying, distributing or displaying any information obtained from the Data Sharing Network for commercial sale, redistribution, broadcast or transfer, or to otherwise use such information in breach of any duty of confidentiality or privacy; and further, User is prohibited from allowing any other person or entity from using the information in any manner that is prohibited by the terms of this Supplement.

   iii. User shall not, nor authorize or enable anyone else to, access the Server or use the Software or Data Sharing Network except as expressly permitted in this Supplement.

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

3. **Security System.** User has sole responsibility and liability for the use and security of all user IDs, Agency Codes and passwords provided by it to any individual. User will comply with all policies and procedures established by SunGard Public Sector Public Sector from time to time related to the issuance, validation and use of individual passwords. User will promptly notify SunGard Public Sector Public Sector of the identity of the individual assigned to a particular password, of the cancellation or expiration of a password, and of the loss or misuse of any password or other Security System element. All passwords are subject to cancellation or suspension by SunGard Public Sector Public Sector at any time and without notice, if SunGard Public Sector 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 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 software utilities (including PC Anywhere, as it may be updated from time to time) for such computers, for obtaining and installing an SunGard Public Sector-approved firewall and security system, for securing a dedicated Internet connection sufficient to meet User's data access needs and for providing such training and ongoing support services for individual users.

b. User is solely responsible for adopting and maintaining procedures and security measures in connection with its use of the Data Sharing Network, any Agency Databases that it maintains, and in connection with any Agency Databases that it accesses. SunGard Public Sector has no responsibility and/or liability whatsoever for any: (1) security breaches or unauthorized access to the Data Sharing Network or to User's system, (2) interruption, delay, errors, or omissions of or in any Agency Database, or the results thereof, including (without limitation) examination and confirmation of data prior to use thereof, (3) provision for identification and correction of errors and omissions, (4) preparation and storage of backup data, and (5) replacement or reconstruction of lost or damaged data or media. User is advised to maintain alternative procedures for obtaining, as needed, information otherwise available through the Data Sharing Network.

c. User is responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any information or data obtained through the Data Sharing Network, including without limitation any confidentiality or privacy requirements.

d. User shall not permit any third party to access or use the Software provided by SunGard Public Sector, nor shall User decompile, disassemble or reverse engineer any of the Software or data structures utilized by the Data Sharing Network or permit any third party to do so.

e. User warrants and represents that it has sufficient right and authority to grant SunGard Public Sector and other users access to its Agency Databases, to cooperate with SunGard Public Sector, as necessary, in the performance of this Agreement and to authorize and permit SunGard Public Sector to perform all work required to allow the Data Sharing Network access to User's Agency Databases (if applicable according to Section 6).

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

PAY AGENT SUPPLEMENT

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

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

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

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

6.   Disclaimer of Warranties. Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE PAY AGENCY SOFTWARE. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY VENDOR. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

7. LIMITATIONS OF LIABILITY.

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

RESOLUTION No. 08 – 25

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA WAIVING THE PURCHASING ORDINANCE BIDDING REQUIREMENTS; AUTHORIZING THE CITY MANAGER TO ADOPT A CONTRACT PREVIOUSLY BID BY ANOTHER MUNICIPALITY WITH SUNGARD, CORP. AND SUNGARD HTE, INC. FOR THE PROVISION OF A COMPUTER AIDED DISPATCH (CAD) SYSTEM AND RECORDS MANAGEMENT SYSTEM (RMS); AND FOR TICKET-WRITING PERSONAL DIGITAL ASSITANTS (PDA) IN AN AMOUNT NOT TO EXCEED $1,775,000.00 AND $93,023.00 RESPECTIVELY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral City Council seeks to meet the immediate equipment needs of the newly-formed City of Doral Police Department; and

WHEREAS, The CAD and RMS are key components of the City of Doral Police Department's communications infrastructure system; and

WHEREAS, ticket-writing PDAs are needed for the efficient operations of the City of Doral Police Department's motorcycle units and commercial vehicle enforcement squads; and

WHEREAS, both contractor services and programs are urgently and immediately needed by the City of Doral Police Department; and

WHEREAS, other governmental entities have competitively bid contracts with SunGard Corp. and SunGard HTE, Inc. for the provision of CAD systems and RMS and for ticket-writing PDA's; and

WHEREAS, consistent with Sections 12-9 and 12-10 of the City of Doral Purchasing Ordinance, Staff respectfully requests that Council waive bidding requirements and authorize the City Manager to adopt another competitively bid contract

with SunGard Corp. and SunGard HTE, Inc. for the provision of a CAD system and RMS and for ticket-writing PDAs in an amount not to exceed $1,775,000.00 and $93,023.00 respectively.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1.   The City Council of the City of Doral, consistent with Section 12–9 and 12–10 of the City of Doral Purchasing Ordinance hereby waives the bidding requirements and authorizes the City Manager to adopt the City of Largo, Florida contracts with SunGard Corp. and SunGard HTE, Inc. for the provision of a CAD system and RMS and for ticket-writing PDAs in an amount not to exceed $1,775,000.00 and $93,023.00 respectively.

Section 2.   This Resolution shall take effect immediately upon adoption.

[Section left blank intentionally]

The foregoing resolution was offered by Councilwoman Ruiz who moved its adoption. The motion was seconded by Councilman Van Name and upon being put to a vote, the vote was as follows:

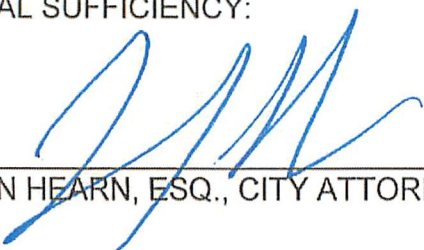|	
Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Yes
Councilman Michael DiPietro	Yes
Councilwoman Sandra Ruiz	Yes
Councilman Robert Van Name	Yes

PASSED and ADOPTED this 13th day of February, 2008.

_____
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

_____
BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
JOHN HEARN, ESQ., CITY ATTORNEY