



**AGENDA
SPECIAL CALLED CITY COUNCIL
CITY OF LEANDER, TEXAS**

Pat Bryson Municipal Hall
201 North Brushy Street ~ Leander, Texas



Thursday ~ July 24, 2014 at 6:00 PM

**Mayor – Christopher Fielder
Place 1 – Andrea Navarrette
Place 2 – Kirsten Lynch
Place 3 – Simon Garcia (Mayor Pro Tem)**

**Place 4 – Ron Abruzzese
Place 5 – Jason Dishongh
Place 6 – David Siebold
City Manager – Kent Cagle**

1. Open meeting
2. Roll Call

CONSENT AGENDA: ACTION

3. License Agreement for the installation and maintenance of irrigation, lighting, and signage within the City rights-of-way for Northside Meadows

PUBLIC HEARING: NO ACTION

4. Second public hearing on voluntary annexation of several tracts of land including the 9.999 acres, More or less, Parker tract, the 0.1442 acre, more or less, Stence tract, the 140.232 acres, more or less, Cannon tract, the 36.69 and 21.985 acres, more or less Christianson tracts, and the 13.63 and 39.59 acres, more or less. Garlock tracts all located in Williamson County and adjacent and contiguous to the city limits

REGULAR AGENDA

5. Consider contract awards for Benbrook Ranch Park improvements
6. Consider a Resolution authorizing the City Manager to execute a software license and services agreement between SunGard Public Sector, Inc. and the City of Leander
7. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting the Council reserves the right to adjourn into executive session on any of the above posted agenda items in accordance with the sections 551.071 [litigation and certain consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [contract for gift to city], 551.074 [certain personnel deliberations] or 551.076 [deployment/ implementation of security personnel or devices]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. **Please call the City Secretary at 512/ 528-2743 for information.** Hearing impaired or speech disabled persons equipped with telecommunications devices for the deaf may call 512/ 528-2800. I certify that the above agenda for this Meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall, in Leander, Texas, on the 18th day of July, 2014 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

Debbie Haile
Debbie Haile TRMC, City Secretary



Executive Summary

July 24, 2014

Agenda Subject: Consideration of a License Agreement for the installation and maintenance of irrigation, lighting, and signage within the City rights-of-way.

Background: Continental Homes of Texas, L.P. has requested a licensing agreement to construct, install, and maintain (1) landscaping; (2) irrigation system for landscaping; and (3) signage within the right of way of West Broade Street, Jess Maynard Trail, Joe Bates Drive, Bingham Point, Buttermilk Lane, Schefer Street, Flag Lane, Longhorn Cavern Road, Chalk Knob Manor, and Metro Drive as shown in Exhibit A.

Origination: Applicant: Thomas Moody, Project Manager (DR Horton) on behalf of the Continental Homes of Texas, L.P.

Financial Consideration: None

Recommendation: Staff recommends approval of the proposed license agreement.

Attachments:

1. License Agreement
2. Exhibit A
3. Insurance Certificate

Prepared By: Tom Yantis, AICP
Development Services Director

07/14/2014

LICENSE AGREEMENT

The City of Leander, a Texas home-rule municipal corporation and political subdivision of the State of Texas situated in Williamson and Travis County, Texas (“the City”), and Continental Homes of Texas, L.P. (the “Licensee”), enter into this License Agreement (“Agreement”) on this the ____ day of _____, 2014, upon the terms and conditions set forth below.

I. PURPOSE OF LICENSE AGREEMENT. The City grants to Licensee permission to use the property, located within the right-of-way of West Broade Street, Jess Maynard Trail, Joe Bates Drive, Bingham Point, Buttermilk Lane, Schefer Street, Flag Lane, Longhorn Cavern Rd., Chalk Knob Manor and Metro Drive as shown on Exhibit “A” attached hereto and incorporated herein for all purposes (the “licensed property”), for the following purposes only: (1) the installation and maintenance of signs identifying the Northside Meadow Subdivision (the “Subdivision”), 9’ tall and 18 inches wide, mounted on a 14’ aluminum pole, located not less than three feet from the edge of the pavement (the “Signs”); (2) the installation of landscaping; (3) the installation of an irrigation system for the landscaping; and (4) the repair, maintenance and replacement of the Signs, landscaping and irrigation system, within right-of-way of the licensed property, being more particularly shown in Exhibit “A” attached hereto and incorporated herein for all purposes. The Signs, landscaping and irrigation system are sometimes collectively referred to herein as the “improvements”.

The City makes this grant solely to the extent of its right, title and interest in the licensed property, without any express or implied warranties.

Licensee agrees that all construction, installation and maintenance of the improvements permitted by this Agreement shall be done in compliance with plans and specifications approved in writing by the City Engineer and all applicable City, County, State and/or Federal laws, ordinances, regulations and policies now existing or later adopted.

Any provision herein to the contrary notwithstanding, Licensee shall be liable for, and shall indemnify and hold the City harmless from all damages, causes of action, and claims arising out of or in connection with Licensee’s installation, operation, maintenance or removal of the improvements permitted under this Agreement.

II. ANNUAL FEE. No annual fee shall be due in connection with this License Agreement.

III. CITY’S RIGHT TO LICENSED PROPERTY. This Agreement is expressly subject and subordinate to the present and future right of the City, its successors, assigns, lessees, grantees, and Licensee, to construct, install, establish, maintain, use, operate, and renew any public utilities facilities, franchised public utilities, rights-of-way, roadways, or streets on, beneath, or above the surface of the licensed property. The uses of the licensed property are subject to the City’s right to interfere with or destroy Licensee’s use of the licensed property, or any property or the improvements placed thereon or therein by Licensee, if such use or action is determined necessary by the City.

Notwithstanding any provision of this Agreement to the contrary, the City retains the right to enter upon the licensed property, at any time and without notice, and assuming no obligation to Licensee, to remove any of the improvements or alterations thereof whenever such removal is deemed necessary for: (a) exercising the City's rights or duties with respect to the licensed property; (b) protecting persons or property; or (c) the public health or safety.

IV. INSURANCE. Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the city and licensed to do business in Texas, with a combined single limit of not less than \$600,000.00, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. The City may require the Licensee to increase the combined single limit of such coverage from time to time in the discretion of the City. Such insurance coverage shall specifically name the City as an additional-insured. The insurance shall cover all perils arising from the activities of Licensee, its officers, employees, agents, or contractors, relative to this Agreement. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each such policy shall be delivered to the City Manager of City on or before the Licensee's use or occupancy of the licensed property.

Licensee shall not cause any insurance to be canceled nor permit any insurance to lapse, All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until forty-five (45) days after the City has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION. Licensee shall indemnify, defend, and hold harmless the City and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property which arises from or is in any manner caused by the Licensee's construction, maintenance or use of the licensed property. This indemnification provision, however shall not apply to any claims, suits, damage, costs, losses, or expenses (i) for which the City shall have been compensated by insurance provided under Paragraph IV, above, or (ii) arising solely from the negligent or willful acts of the City; provided that for the purposes of the foregoing, the City's entering into this Agreement shall not be deemed to be a "negligent or willful act."

VI. CONDITIONS.

A. Licensee's Responsibilities. Licensee will be responsible for any and all damage to or relocation of existing facilities. Further, Licensee shall reimburse the City for all costs of replacing or repairing any property of the City, or of others, that is damaged by or on behalf of Licensee as a result of activities under this Agreement.

B. Maintenance. Licensee shall maintain the licensed property by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by Licensee at its expense. Further, the City may require Licensee to take action to maintain the licensed property

including, but not limited to, the removal of dead or dying vegetation. Such removal shall be completed within thirty (30) days following receipt of a written request from the City.

C. Removal or Modification. Licensee agrees that removal or modification of any of the improvements now existing or to be later placed on the licensed property shall be a Licensee's expense. Provided the City has given prior written approval of the plans and specifications for the improvements, said removal or modification shall be at Licensee's sole discretion.

D. Default. In the event that Licensee fails to maintain the licensed property or otherwise comply with the terms or conditions as set forth herein, the City shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of, and, if Licensee does not satisfactorily remedy the same within the thirty (30) day period, the City may perform the work or contract for the completion of the work. Licensee agrees to pay within thirty (30) days of written demand by the City, all reasonable costs expenses incurred by the City in completing the work.

Licensee Address

Continental Homes of Texas, L.P.
10700 Pecan Park Blvd., 4th Floor
Austin, Texas 78750

City Address

City of Leander
Attn: City Manager
P. O. Box 319
Leander, Texas 78646-0319

VII. COMMENCEMENT AND TERMINATION BY ABANDONMENT. This Agreement shall begin with the effective date and continue thereafter for so long as the licensed property shall be used for the purposes set forth herein. If Licensee abandons the use of all or any part of the licensed property for the purposes set forth in this Agreement, this Agreement shall expire and terminate, as to the portion or portions abandoned, following thirty (30) days written notice by the City to the Licensee or by Licensee to the City. If all or a part of the licensed property is abandoned by Licensee, the City shall thereafter have the same complete title to the licensed property so abandoned as though this Agreement had never been made, and shall have the right to enter on the licensed property and terminate the rights of Licensee, its successors and assigns hereunder, to the abandoned part of the licensed property. All installations of Licensee on a portion of the licensed property that is abandoned shall be deemed property of the City unless removed with the consent of the City.

VIII. TERMINATION.

A. Termination by Licensee. This Agreement may be terminated by Licensee by delivering written notice of termination to the City not later than thirty (30) days before the effective date of termination. If Licensee terminates, then it shall remove all installations that it made from the licensed property within the thirty day notice period, at its sole cost and expense. Failure to do so shall constitute a breach of this Agreement.

B. Termination by City. Notwithstanding any other term, provision or conditions of this Agreement, subject only to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the City if:

1. The improvements, or a portion of them, interfere with the City's right-of-way;
2. Use of the licensed property becomes necessary for a public purpose;
3. The improvements, or a portion of them, constitute a danger to the public which the City deems not be remediable by alteration, repair or maintenance;
4. Despite thirty (30) days written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to the insurance requirements specified herein.

If Licensee abandons or fails to maintain the licensed property, and the City receives no substantive response within thirty (30) days following written notification to Licensee, then the City may remove and/or replace all of the improvements and collect from Licensee the City's actual expenses incurred in connection therewith.

IX. EMINENT DOMAIN. If eminent domain is exerted on the licensed property the City will, to the extent permitted by law, cooperate with Licensee to effect the removal of Licensee's affected installations and the improvements thereon, at Licensee's sole expense. Licensee shall be entitled to retain all monies paid by the condemning authority to Licensee for Licensee's installations taken, if any.

X. INTERPRETATION. This Agreement shall, in the event of any dispute over its intent, meaning or application, shall be interpreted fairly and reasonably, and neither more strongly for or against either party.

XI. APPLICATION OF LAW. This Agreement shall be governed by the laws of the state of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

XII. VENUE. Venue for all lawsuits concerning this Agreement will be in the Williamson County, Texas.

XIII. COVENANT RUNNING WITH LAND; WAIVER OF DEFAULT. This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default

of the other at any time by written instrument, without affecting or impairing any right arising from any subsequent or other default.

XIV. ASSIGNMENT; HOMEOWNER'S ASSOCIATION. (a) Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City, which consent shall not be unreasonably withheld.

(b) The City Manager may approve an assignment, sublease, or transfer of interest in this Agreement to a home owner's association for the Subdivision (the "HOA") that meets the requirements of this paragraph. The HOA must have been legally established and maintenance obligations for the improvements must have been assigned to the HOA. The HOA must have a binding, continuing responsibility for the maintenance and operation of the improvements and shall establish adequate funding for such maintenance and operation. The HOA's maintenance obligation shall be noted on the plat for the Subdivision and in the restrictive covenants filed of record for the Subdivision in a form that is acceptable to the City. The restrictive covenants shall: provide for a monthly, semi-annual or annual assessment(s) sufficient to fund the maintenance and operation of the improvements; shall give the City the authority to judicially enforce the covenants requiring adequate assessments to be made and collected and the streets to be maintained and repaired, as applicable; and shall provide for the City to recover any attorney's fees and expenses incurred in judicial enforcement. Provided however, that nothing herein shall obligate the City to maintain and repair the improvements. This Agreement may not be assigned, sublet, or transferred until the Licensee or the HOA submits proof to the City of compliance with this paragraph and the insurance requirements under this Agreement. Subject to compliance with this paragraph and the insurance requirements set forth herein, Licensee shall furnish to the City a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, address, and contact person of the assignee, along with the date of assignment or transfer.

TERMS AND CONDITIONS ACCEPTED, this the ____ day of _____, 2014.

LICENSOR

City of Leander

By: _____

Name:

Title: City Manager

LICENSEE

Continental Homes of Texas, L.P.,

a Texas limited partnership

BY: CHTEX of Texas, Inc.,

a Delaware corporation, its sole General Partner

By: _____

Name: Richard Maier
Title: Vice President

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2014, by _____, City Manager, City of Leander, Texas, on behalf of the City.

Notary Public - State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2014, by Richard Maier, Vice President of CHTEX of Texas, Inc., a Delaware corporation, its general partner of Continental Homes of Texas, L.P., a Texas limited partnership, on behalf of said corporation and limited partnership

Notary Public - State of Texas

AFTER RECORDING RETURN TO:
City of Leander
Attn: City Secretary
P. O. Box 319
Leander, Texas 78646-0319



Executive Summary

July 24, 2014

Agenda Subject: Second public hearing on the voluntary annexation of several tracts of land including the 9.999 acres, more or less, Parker tract, the 0.1442 acre, more or less, Stence tract, the 140.232 acres, more or less, Cannon tract, the 36.69 and 21.985 acres, more or less, Christianson tracts, and the 13.63 and 39.59 acres, more or less, Garlock tracts all located in Williamson County, Texas.

Background: Council approved the resolution setting the public hearings for these annexations on June 5, 2014. The properties include the Parker tract adjacent to the Reagan's Overlook subdivision, the Cannon and Stence tracts along CR 175, and the Christianson and Garlock tracts east of Ronald Reagan Blvd. and north of the South San Gabriel River. The resolution sets the two public hearings for July 17, 2014 and July 24, 2014. The first reading of the ordinance is scheduled for August 21, 2014 and the second and final reading is scheduled for September 4, 2014. These are voluntary annexations.

Origination: Applicants

Recommendation: Staff recommends conducting the second public hearing.

Attachments:

1. Resolution with exhibits
2. Annexation Schedule
3. Location maps

Prepared by: Tom Yantis, AICP
Director of Development Services

7/16/2014

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING SEVERAL PETITIONS FOR ANNEXATION OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS

WHEREAS, the owners of certain properties located within Williamson County, Texas, petitioned the City of Leander, Texas, (herein the "City"), a home-rule City, for annexation of their respective properties, more particularly described herein (the "subject properties"), into the City limits;

WHEREAS, the subject properties are contiguous and adjacent to the corporate limits of the City and the owners have made application for annexation;

WHEREAS, after review and consideration of each such petition for annexation, the City Council finds that each property is exempt from the City's annexation plan pursuant to § 43.052 (h)(2) of the *Local Government Code*; and,

WHEREAS, the petitioners each have agreed and consented to the annexation of the respective subject properties by the City and further have agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, THAT:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Proceedings. The petitions for annexation of the following properties, including the abutting streets, roadways, and rights of way, not previously annexed into the City and the draft services plans shown in Exhibits "F" and "G", are hereby accepted:

1. All that certain tract or parcel of land being 9.999 acres, more or less, out of the Milton Hicks Survey, Abstract No. 287, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit "A" attached hereto and incorporated herein for all purposes. (Petition submitted by 162 Parker Ranch Holdings, LTD.)
2. All that certain tract or parcel of land being 0.1442 acre, more or less, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit "B" attached hereto and incorporated herein for all purposes. (Petition submitted by Kathleen Stence.)

3. All that certain tract or parcel of land being 140.2322 acres, more or less, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit "C" attached hereto and incorporated herein for all purposes. (Petition submitted by Canon 140 LP.)
4. All that certain tract or parcel of land being 36.69 acres, more or less, located in Williamson County, Texas, identified as tax identification number R021710, and being more particularly shown and described in the Exhibit "D" attached hereto and incorporated herein for all purposes. (Petition submitted by Pamela Christianson.)
5. All that certain tract or parcel of land being 21.985 acres, more or less, located in Williamson County, Texas, identified as tax identification number R489942, and being more particularly shown and described in the Exhibit "D". (Petition submitted by Pamela Christianson.)
6. All that certain tract or parcel of land being 13.63 acres, more or less, located in Williamson County, Texas, identified as tax identification number R489943, and being more particularly shown and described in the Exhibit "E" attached hereto and incorporated herein for all purposes. (Petition submitted by Mary Ann Garlock.)
7. All that certain tract or parcel of land being 39.59 acres, more or less, located in Williamson County, Texas, identified as tax identification number R021708, and being more particularly shown and described in the Exhibit "E". (Petition submitted by Mary Ann Garlock.)
8. All that certain tract or parcel of land being 1 acre, more or less, located in Williamson County, Texas, identified as tax identification number R021709, and being more particularly shown and described in the Exhibit "E". (Petition submitted by Mary Ann Garlock.)

Two public hearings are set for the dates of July 17, 2014 and July 24, 2014. Notice of such hearings shall be posted and the hearings shall be open to the public to accept public comment on the annexation request.

Section 3. Severability. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting

at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

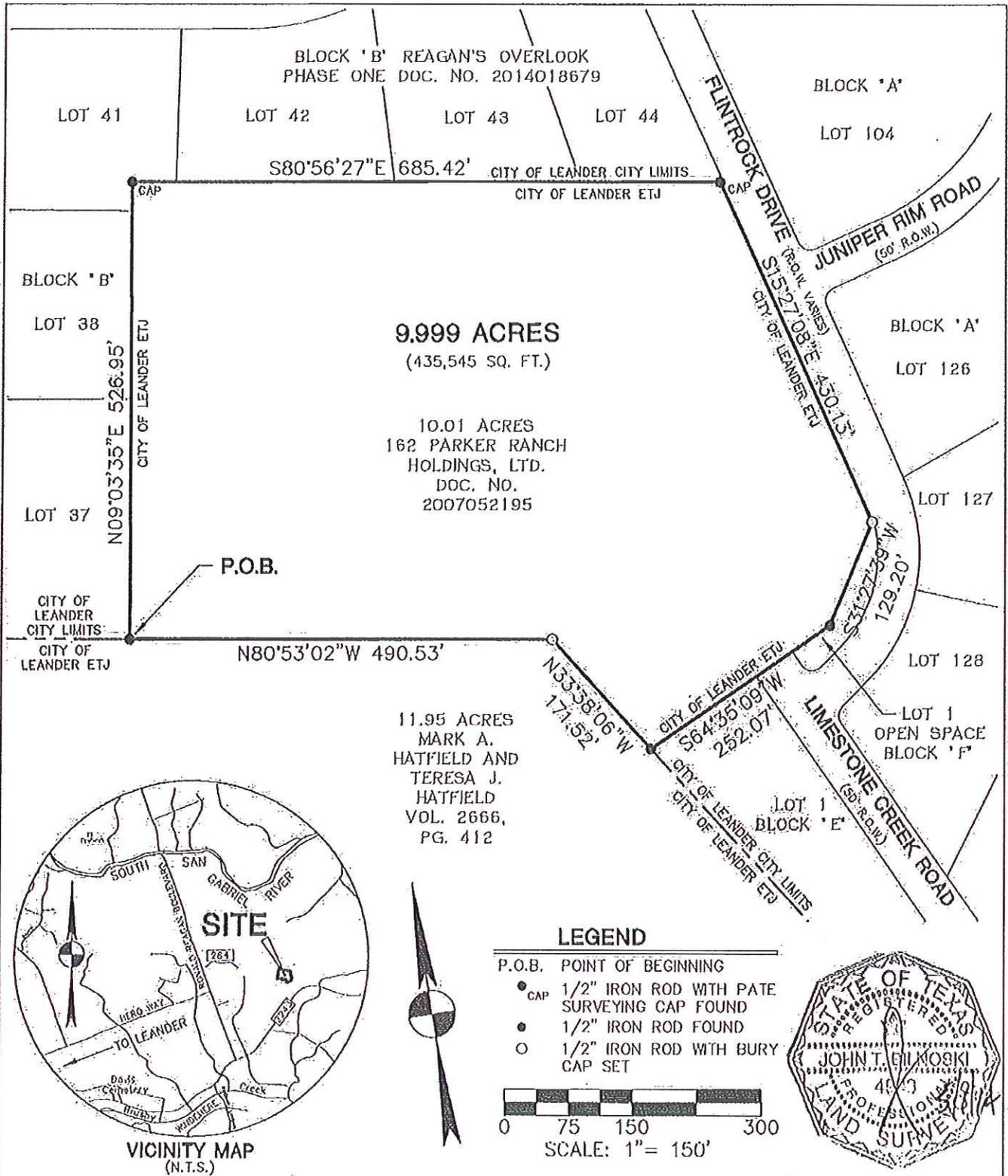
PASSED AND APPROVED this the 15th day of May, 2014.

ATTEST:

THE CITY OF LEANDER, TEXAS

Debbie Haile, City Secretary

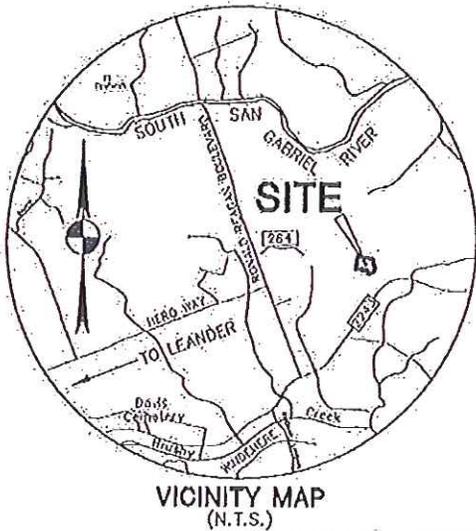
Christopher Fielder, Mayor



9.999 ACRES
(435,545 SQ. FT.)

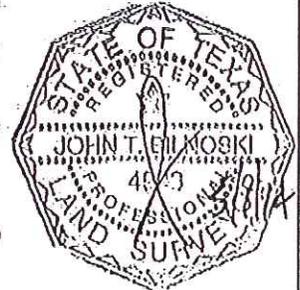
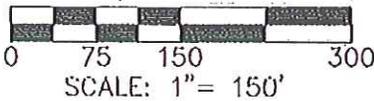
10.01 ACRES
162 PARKER RANCH
HOLDINGS, LTD.
DOC. NO.
2007052195

11.95 ACRES
MARK A.
HATFIELD AND
TERESA J.
HATFIELD
VOL. 2666,
PG. 412



LEGEND

- P.O.B. POINT OF BEGINNING
- CAP 1/2" IRON ROD WITH PATE SURVEYING CAP FOUND
- 1/2" IRON ROD FOUND
- 1/2" IRON ROD WITH BURY CAP SET



BURY

221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TDP# F-1040 TPL# F-10107500
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SKETCH TO ACCOMPANY DESCRIPTION
OF THAT CERTAIN 9.999 ACRE TRACT OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, WILLIAMSON COUNTY, TEXAS, BEING THAT CERTAIN 10.01 ACRE TRACT OF LAND CONVEYED TO 162 PARKER RANCH HOLDINGS, LTD. BY DEED OF RECORD IN DOCUMENT NO. 2007052195 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

G.P. PARKER RANCH HOLDINGS 91, LLC

SHEET 1 OF 1

DATE: 04/30/14	FILE: H:\111779\001\111779001EX1.DWG	FN No.: FN14-160(MJR)	DRAWN BY: MJR	PROJ. No: R010344410012
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Ex A

MILTON HICKS SURVEY ABSTRACT NO. 287

POINT OF BEGINNING
COUNTY ROAD 175 (NO DEDICATION, WIDTH VARIES)

N39°07'41"W
592.04'
N33°22'54"E
10.37'
BOARD OF TRUSTEES,
LEANDER INDEPENDENT
SCHOOL DISTRICT
(163.59 AC.)
DOC. # 2010054945
OFFICIAL PUBLIC RECORDS
WILLIAMSON COUNTY, TEXAS

S33°22'54"W 1242.34'
KATHLEEN STENCE
(8.59 AC.)
651/335
DEED RECORDS
WILLIAMSON COUNTY,
TEXAS

N39°21'41"W 626.71'
KATHLEEN STENCE
(65.72 AC.)
635/721
DEED RECORDS
WILLIAMSON COUNTY,
TEXAS

0.1442 AC.
10' ANNEXATION STRIP

N50°38'19"E
36.88'
S39°21'41"E
17.26'
S50°38'19"W
10.00'

BEARING BASIS: ARE BASED ON TEXAS STATE PLANE COORDINATE SYSTEM,
CENTRAL ZONE. ALL DISTANCES ARE ON THE SURFACE.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND ON THE
PROPERTY SHOWN HEREON DURING MARCH 2014 UNDER MY DIRECTION AND
SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

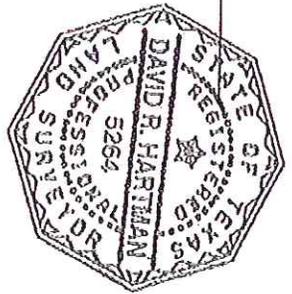
DAVID R. HARTMAN
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5264

DATE
4/2/14

- LEGEND
- 1/2" REBAR FOUND (unless otherwise noted)
 - FENCE CORNER POST FOUND
 - 1/2" REBAR W/CAP MARKED "LANDESIGN" SET
 - ▲ CALCULATED POINT



NORTH



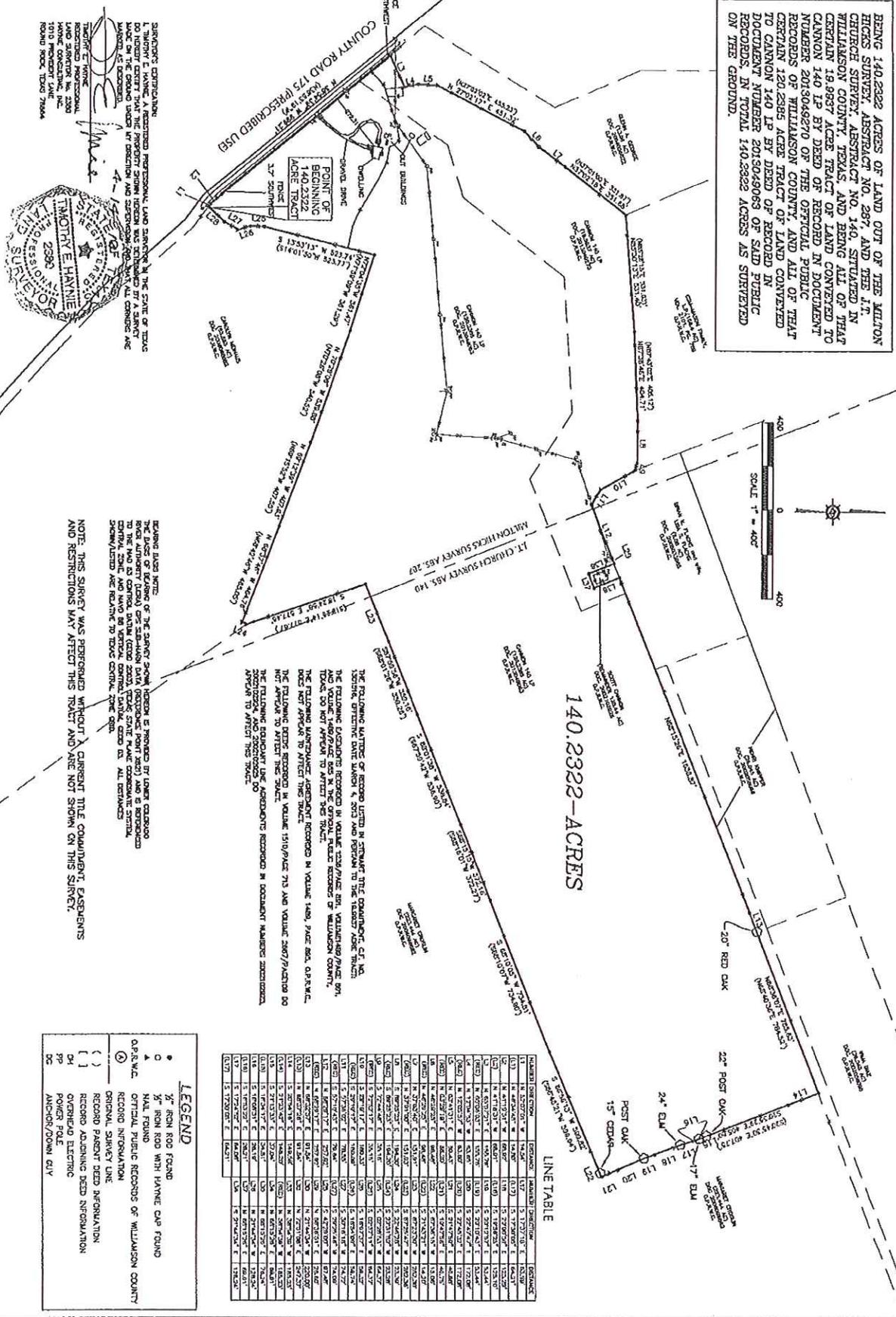
JOB NUMBER: 300-14-2	DATE: 04/02/14
PROJECT NAME: CR 177 at CR 175	
DRAWING NAME: 3000203.DWG	
DRAWING FILE PATH: L:\CR 177 AT CR 175\DWG	
FIELDNOTE FILE PATH: L:\CR 177 AT CR 175\FNOTES\3000203.DOC	
RPLS: DRH	TECH: HAS
PARTYCHIEF: PC	CHK BY: JB
SHEET 3 of 3	FIELDBOOKS: 230/64
SCALE: 1" = 100'	



LANDESIGN SERVICES, INC.
512-238-7001
1220 MCNEIL ROAD
SUITE 200
ROUND ROCK, TEXAS 78681
FIRM REGISTRATION NO. 10001800

Ex B

BEING 140.2322 ACRES OF LAND OUT OF THE MILTON HICKS SURVEY, ABSTRACT NO. 287, AND THE I.T. CHURCH SURVEY, ABSTRACT NO. 140, SITUATED IN WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN 19.9937 ACRE TRACT OF LAND CONVEYED TO CANNON 140 LP BY DEED OF RECORD IN DOCUMENT NUMBER 2013049270 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, AND ALL OF THAT CERTAIN 120.2385 ACRE TRACT OF LAND CONVEYED TO CANNON 140 LP BY DEED OF RECORD IN DOCUMENT NUMBER 2013049063 OF SAID PUBLIC RECORDS, IN TOTAL 140.2322 ACRES AS SURVEYED ON THE GROUND.



LAND SURVEYOR'S CERTIFICATION
I, HAYNIE E. HANNIE, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I have personally examined the original survey records and the ground under the description and description, and that all correct and accurate information has been furnished to me by the owner and that the same are correct and accurate.

READING ALSO NOTE:
BEARING AND DISTANCE OF THE SURVEY SHALL BE SHOWN BY LONGER DISTANCE BEING THE SAME AS THE DISTANCE FROM THE POINT OF BEGINNING TO THE END OF THE LINE TO BE SURVEYED. THE DISTANCE FROM THE POINT OF BEGINNING TO THE END OF THE LINE TO BE SURVEYED SHALL BE SHOWN BY LONGER DISTANCE BEING THE SAME AS THE DISTANCE FROM THE POINT OF BEGINNING TO THE END OF THE LINE TO BE SURVEYED.

NOTE: THIS SURVEY WAS PERFORMED WITHOUT A CURRENT TITLE COMMITMENT, EASEMENTS AND RESTRICTIONS MAY AFFECT THIS TRACT AND ARE NOT SHOWN ON THIS SURVEY.

140.2322-ACRES

THE FOLLOWING LISTING OF RECORDS PERTAINING TO THE SURVEYED TRACT IS FOR INFORMATION ONLY. THE FOLLOWING RECORDS WERE RECORDED IN WILLIAMSON COUNTY, TEXAS, AND ARE NOT SHOWN ON THIS SURVEY. THE FOLLOWING RECORDS WERE RECORDED IN WILLIAMSON COUNTY, TEXAS, AND ARE NOT SHOWN ON THIS SURVEY. THE FOLLOWING RECORDS WERE RECORDED IN WILLIAMSON COUNTY, TEXAS, AND ARE NOT SHOWN ON THIS SURVEY.

LINE TABLE

LINE NO.	BEARING	DISTANCE	REMARKS
1	N 89° 52' 31" E	100.00	...
2	S 89° 52' 31" E	100.00	...
3	N 89° 52' 31" E	100.00	...
4	S 89° 52' 31" E	100.00	...
5	N 89° 52' 31" E	100.00	...
6	S 89° 52' 31" E	100.00	...
7	N 89° 52' 31" E	100.00	...
8	S 89° 52' 31" E	100.00	...
9	N 89° 52' 31" E	100.00	...
10	S 89° 52' 31" E	100.00	...
11	N 89° 52' 31" E	100.00	...
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99	N 89° 52' 31" E	100.00	...
100	S 89° 52' 31" E	100.00	...

LEGEND

- 3/4" IRON ROD FOUND
- 3/4" IRON ROD WITH HAYNIE OLD FOUND
- ▲ NAIL FOUND
- OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
- ORIGINAL SURVEY LINE
- () RECORD PARTIAL DEED INFORMATION
- [] RECORD ADDING DEED INFORMATION
- PH OVERHEAD ELECTRIC
- PP POWER POLE
- BC ANCHOR/DOWN CIV

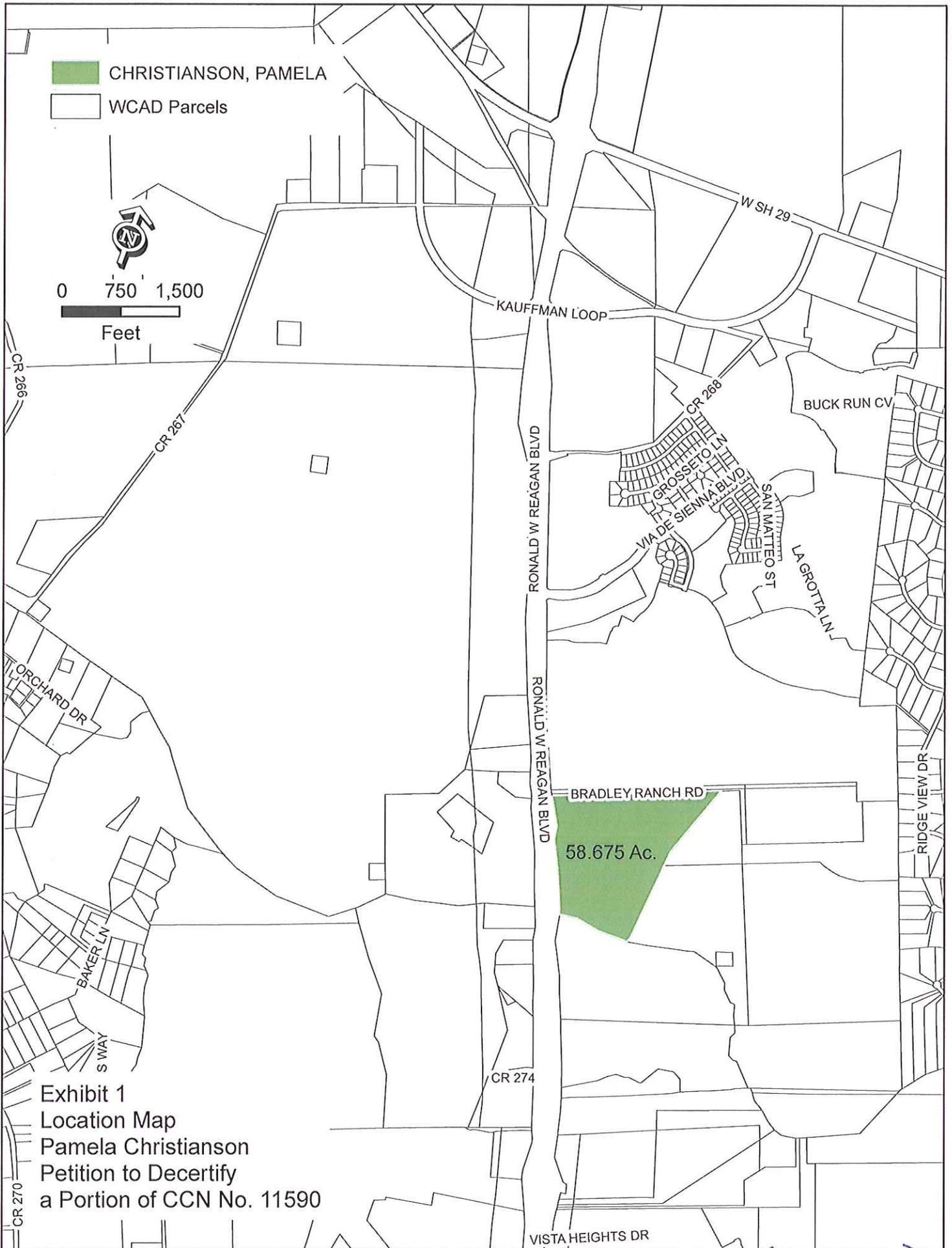
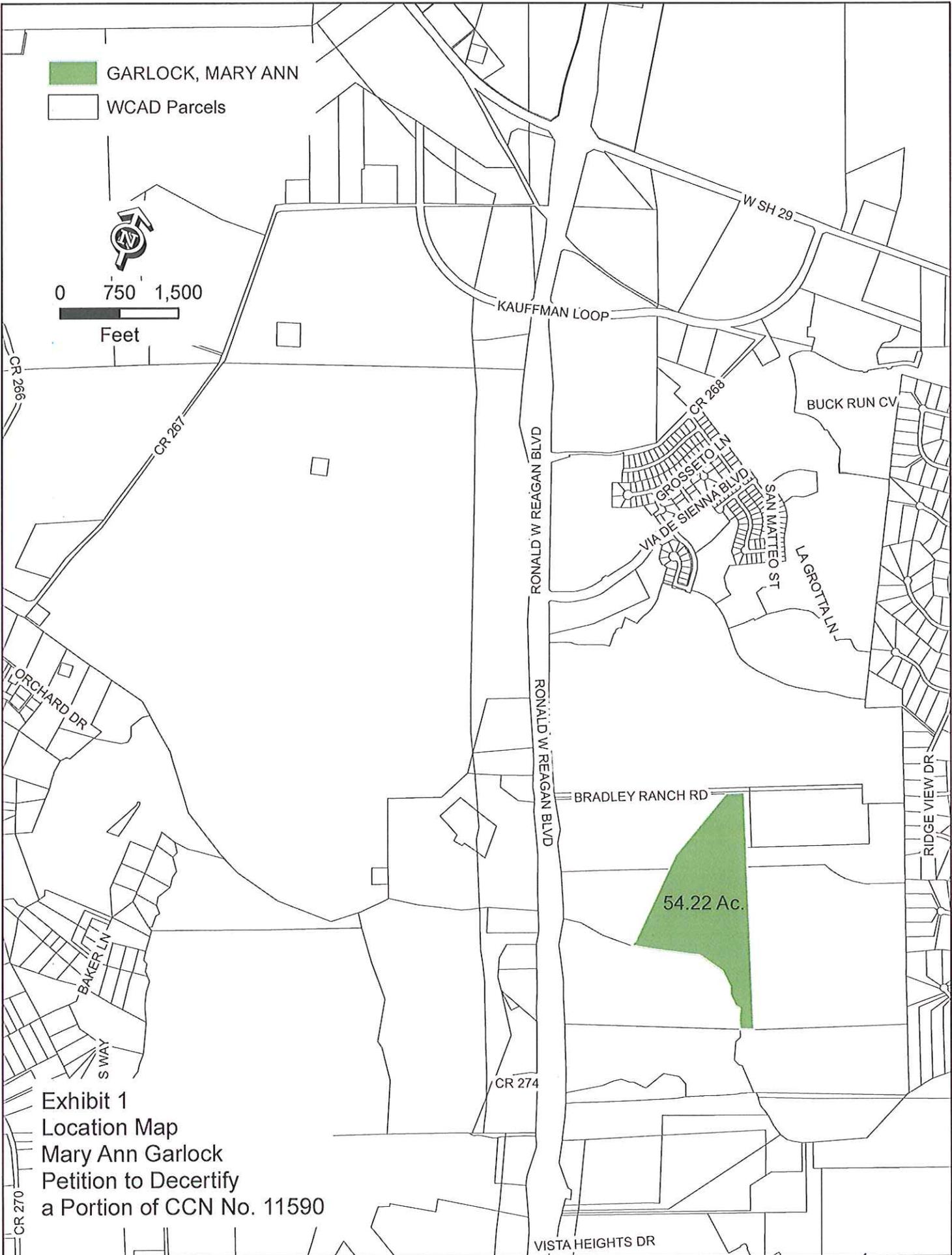


Exhibit 1
Location Map
Pamela Christianson
Petition to Decertify
a Portion of CCN No. 11590

EX. 1



 GARLOCK, MARY ANN
 WCAD Parcels

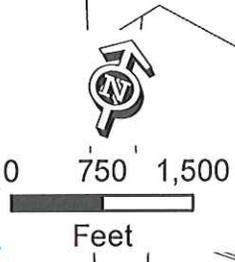


Exhibit 1
Location Map
Mary Ann Garlock
Petition to Decertify
a Portion of CCN No. 11590

Ex. E

Exhibit “F”

Municipal Services Plan for the 162 Parker Ranch Holdings, LTD, Stence, and Canon 140 LP
Petitions

MUNICIPAL SERVICES PLAN FOR PROPERTY TO BE ANNEXED INTO THE CITY OF LEANDER

WHEREAS, the City of Leander, Texas (the “City”) intends to institute annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the “subject property”);

WHEREAS, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject property into the City;

NOW, THEREFORE, the City agrees that the following services shall be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations

and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

Exhibit “G”

Municipal Services Plan for Mary Ann Garlock and Pam Christianson petitions.

MUNICIPAL SERVICES PLAN FOR PROPERTY TO BE ANNEXED INTO THE CITY OF LEANDER

WHEREAS, the City of Leander, Texas (the “City”) intends to institute annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the “subject property”);

WHEREAS, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject property into the City;

NOW, THEREFORE, the City agrees that the following services shall be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subject properties, or applicable portions thereof, by: (a) the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or: (b) absent a water CCN or after decertification of Chisholm Trails Special Utility District's ("CTSUD") Water CCN No. 11590 as to the subject properties and payment of any compensation required under Section 13.254, Texas Water Code, by the City in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same

terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. The subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

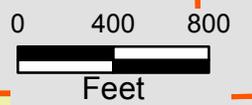
**SCHEDULE FOR VOLUNTARY ANNEXATION
PARKER, RED OAK VALLEY, SPRINGWOOD**

DATE	ACTION/EVENT	LEGAL AUTHORITY
June 5, 2014	COUNCIL BY WRITTEN RESOLUTION Directs notification to land owners; and sets two (2) Public Hearings July 17, 2014 and July 24, 2014 ; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings: are on or after the 40th day but before 20th day before institution of proceedings.
By June 16, 2014	NOTICE TO property owners & utility providers	Loc. Gov't Code § 43.062(a)
July 2, 2014** Publish notice of First Public Hearing and send school district notice	NEWSPAPER NOTICES RE: FIRST AND SECOND PUBLIC HEARINGS ; (If applicable, certified Notice to Railroad). POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE ;	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c).
July 9, 2014** Publish notice of Second Public Hearings	SCHOOL DISTRICT NOTICE (notify each school district of possible impact w/in the period prescribed for publishing the notice of the First Public Hearing.)	Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
July 17, 2014*	1st PUBLIC HEARING AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
July 24, 2014*	2nd PUBLIC HEARING AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) <i>SPECIAL CALLED MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date August 21, 2014*	FIRST READING OF ORDINANCE <i>REGULAR MEETING</i>	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
September 4, 2014; Or at a special called meeting after the 1st First Reading	SECOND-FINAL READING OF ORDINANCE <i>REGULAR MEETING</i>	Not more than 90 days after 1 st reading of Ordinance § 43.064.
Within 30 days of Second Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	

*Dates in **BOLD** are **MANDATORY** dates to follow this schedule. Please advise if deviation.

**Newspaper notices to paper by 5p.m. the preceding Wednesday

CR 274



HIGH LONESOME TRL

VISTA HEIGHTS DR

UNITY DR

CR 264

BRANCH HOLW

RONALD W REAGAN BLVD

FLINTLOCK DR

Parker Annexation Tract

LIMESTONE CREEK RD

RONALD W REAGAN BLVD

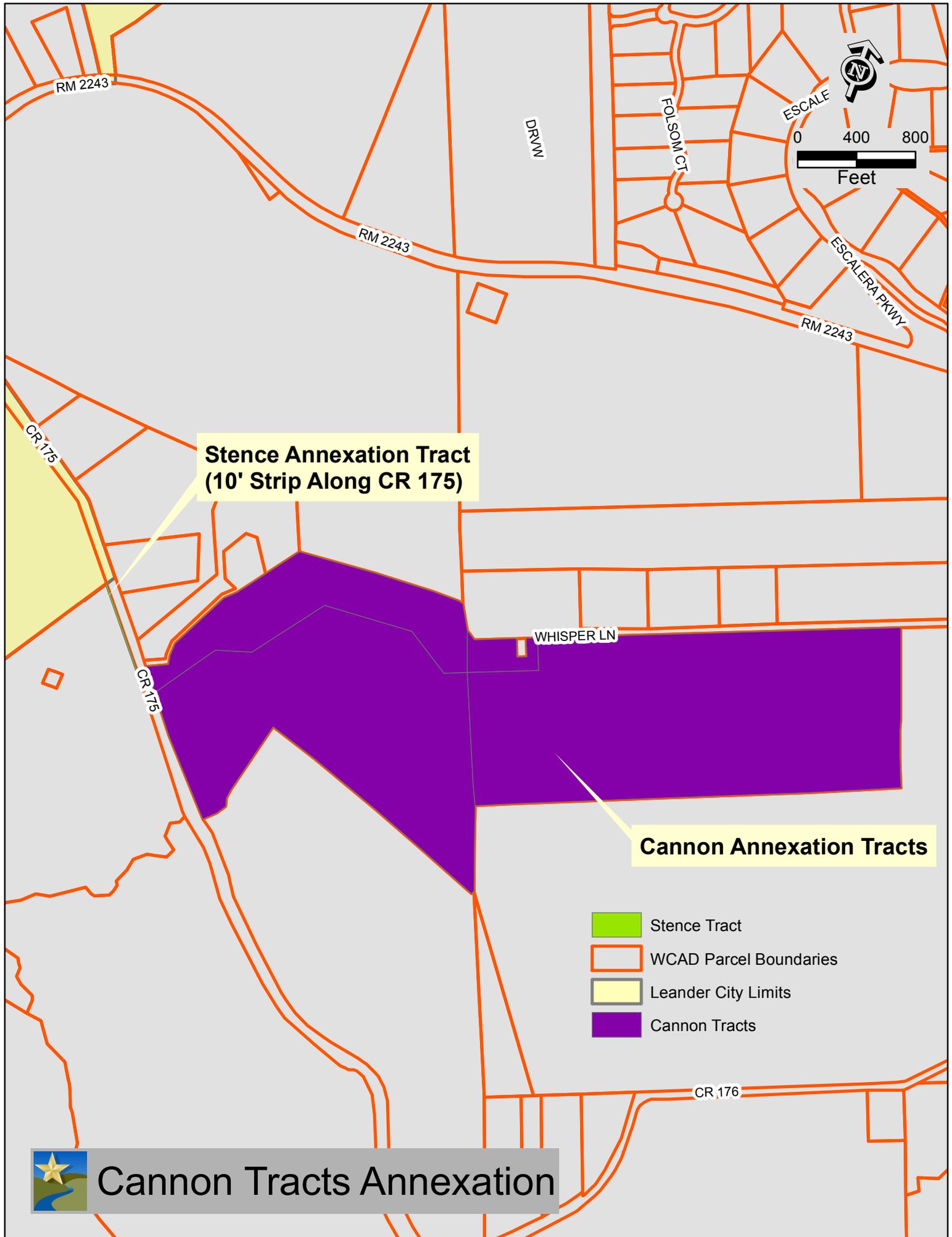
RM 2243

-  WCAD Parcel Boundaries
-  Leander City Limits
-  Parker Tract

CR 175



Parker Tract Annexation



**Stence Annexation Tract
(10' Strip Along CR 175)**

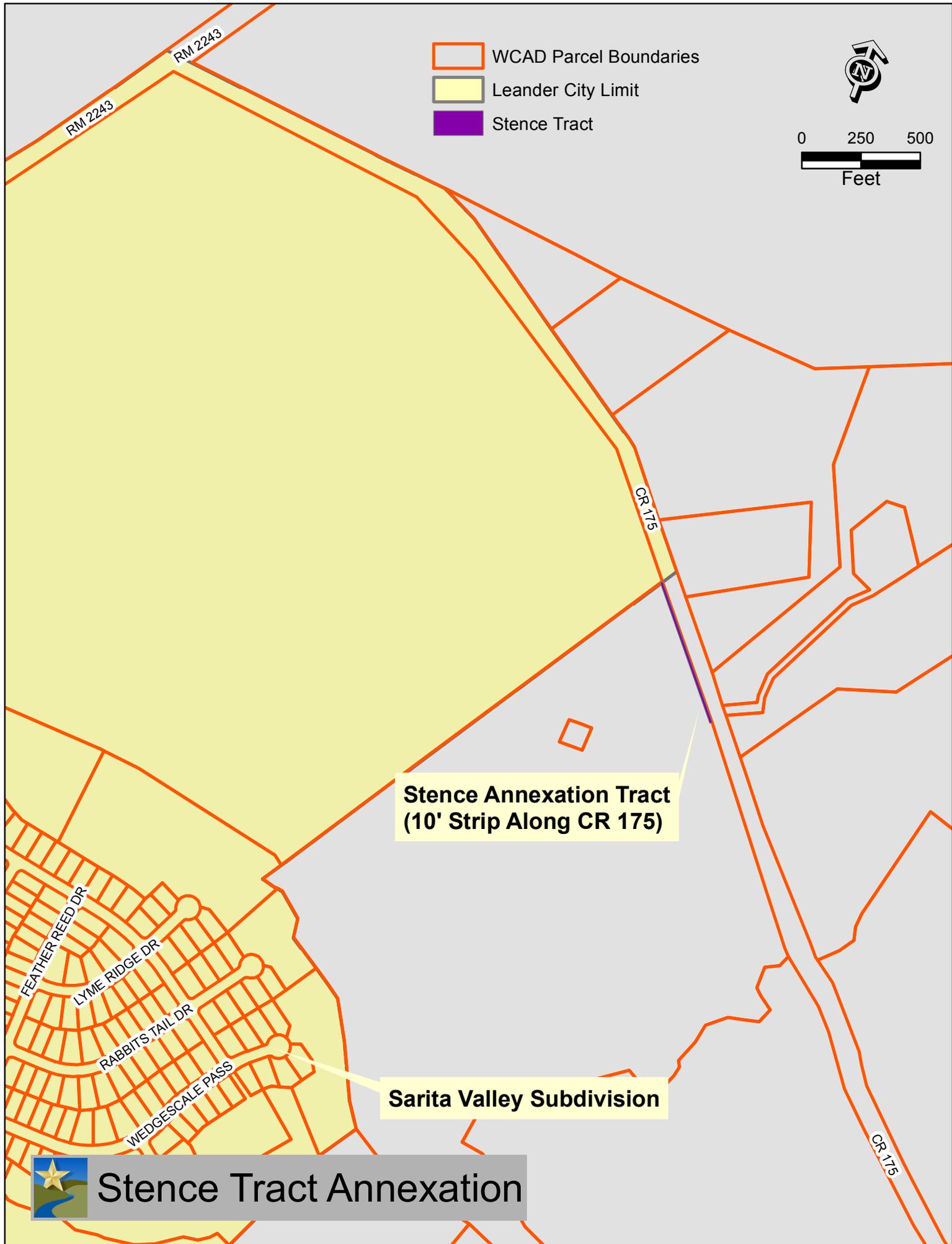
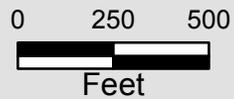
Cannon Annexation Tracts

-  Stence Tract
-  WCAD Parcel Boundaries
-  Leander City Limits
-  Cannon Tracts



Cannon Tracts Annexation

- WCAD Parcel Boundaries
- Leander City Limit
- Stence Tract

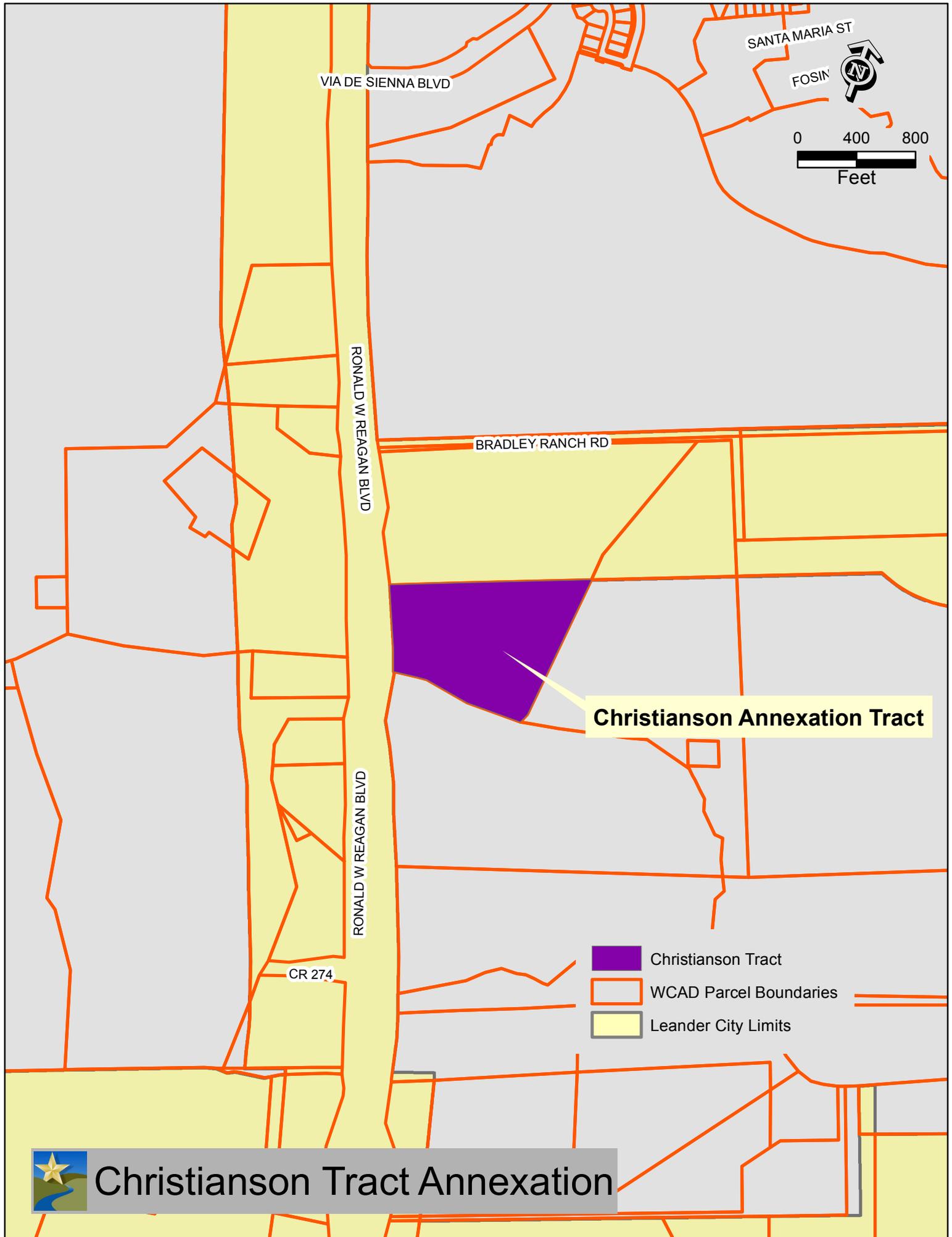


**Stence Annexation Tract
(10' Strip Along CR 175)**

Sarita Valley Subdivision



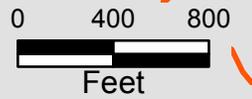
Stence Tract Annexation



VIA DE SIENNA BLVD

SANTA MARIA ST

FOSIN



RONALD W REAGAN BLVD

BRADLEY RANCH RD

Christianson Annexation Tract

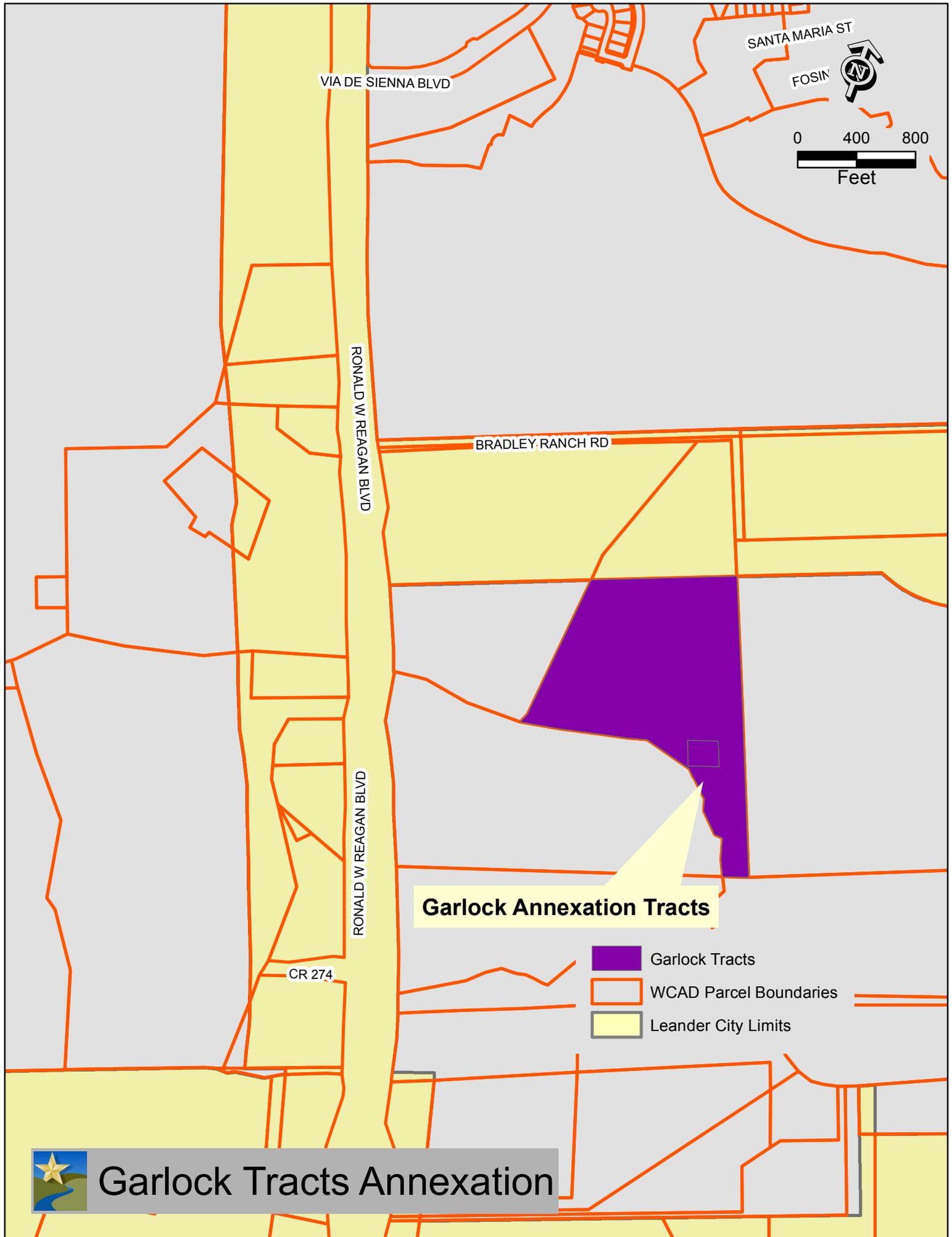
RONALD W REAGAN BLVD

CR 274

-  Christianson Tract
-  WCAD Parcel Boundaries
-  Leander City Limits



Christianson Tract Annexation



Garlock Tracts Annexation



Executive Summary

July 24, 2014

Subject: Consider Contract Award for Benbrook Ranch Park Improvements

Background: Four bids were received for the Benbrook Ranch Park Improvements Project on June 10th. Attached is the Bid Tabulation.

Background: Four bids were received for the Benbrook Ranch Park Improvements Project on June 10th. Bids came in higher than anticipated by cost estimates prepared by the consultant in July 2013 as construction costs have increased dramatically over the course of the last year.

Bids were taken to construct the first phase of improvements for the baseball complex in Benbrook Ranch Park. The Base Bid includes the large baseball field, parking lot, grading for all four fields and the Texas Parks & Wildlife grant supported trail.

Please note that there are two additional costs for work not included in the bid submissions for the Base and Alternate 2 Bids. The costs are for field lighting (Base Bid - \$148,755; Alternate 1 Bid - \$78,250) and for electric service from the Pedernales Electric/PEC (\$40,000). Field lighting is proposed under a separate contract that will be secured through the BuyBoard with Musco Lighting. The BuyBoard meets State Law bidding requirements and allows the City to save from 10% to 15% on the contractor markup. Musco Lighting and PEC work would be performed under separate contracts, if approved.

Staff has checked references and the lowest qualified bidder is Barr Construction.

Financial Consideration: Parkland Dedication Funds (\$600,000); Texas Parks & Wildlife Trail Grant (\$56,000); Sean Hayes Memorial Fund Donation (\$9,090); Other Funds (?)

Recommendation: Staff respectfully offers the following options for Council consideration.

Option One

- Award Base Bid, Field Lighting & PEC contracts
- Total cost - \$1,215,755
- Other funds needed - \$550,665

Option Two

- Award Base Bid, Field Lighting & PEC contracts and Alternate 4 (Restroom)
- Total Cost - \$1,305,555
- Other funds needed - \$640,465

AGENDA ITEM # 5

Option Three

- Award Base Bid, Field Lighting & PEC contracts, Alternate 1 (Small Field), Alternate 4 (Restroom) and Alternate 5 (Trees & Shrubs)
- Total Cost – \$1,519,950
- Other funds needed - \$854,860

Option Four

- Award Base Bid, Field Lighting & PEC contracts, Alternate 1 (Small Field), Alternate 2 (Shade Structures, Alternate 3 (Scoreboards), Alternate 4 (Restroom) and Alternate 5 (Trees & Shrubs)
- Total Cost - \$1,722,465
- Other funds needed - \$1,057,375

Option Five

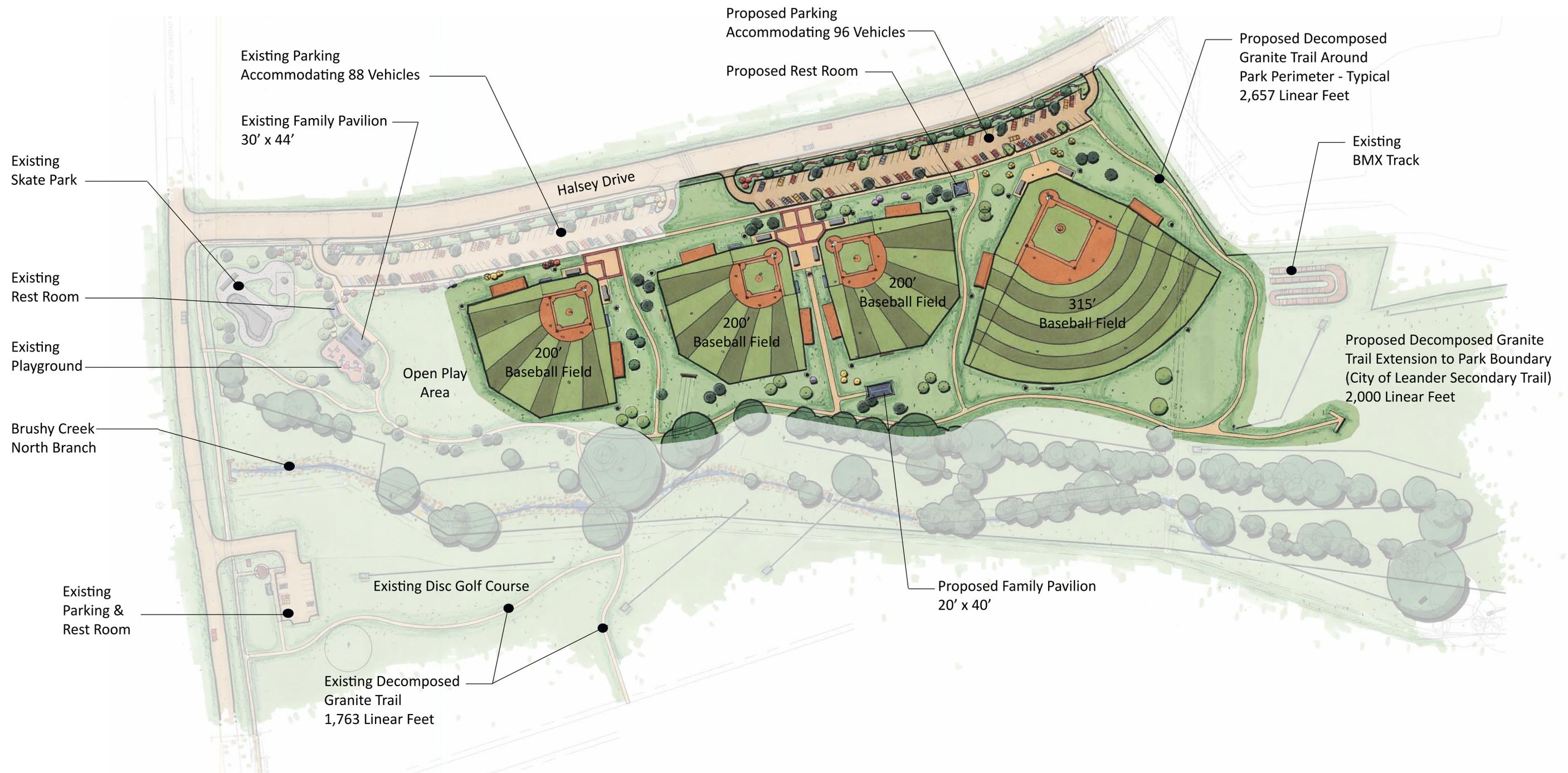
- Award Base Bid, Field Lighting & PEC contracts and Alternates 1 through 6
- Total Cost - \$1,843,365
- Other funds needed - \$1,178,275

Option Six

- Reject all bids

Attachments: Bid Tabulation; Musco & PEC Contracts

Prepared by: Stephen Bosak, Parks & Recreation Director



BENBROOK RANCH PARK - Phase 2 Master Plan

City of Leander

August 13, 2012

LUCK DESIGN TEAM

These images are conceptual in nature and subject to change. No warranties of representation, expressed or implied, concerning the actual design, location or character of this plan is intended. This plan is not for permit or construction purposes.

BID TABULATION - BENBROOK RANCH PARK IMPROVEMENTS

Bids Opened June 10, 2014

<u>Contractor</u>	<u>Base Bid**</u>	<u>Alternate 1</u> <u>Small Field***</u>	<u>Alternate 2</u> <u>Shade Structures</u>	<u>Alternate 3</u> <u>Scoreboards</u>	<u>Alternate 4</u> <u>Restroom</u>	<u>Alternate 5</u> <u>Trees & Shrubs</u>	<u>Alternate 6</u> <u>Batting Cage</u>	<u>Totals</u>
Barr Construction	\$ 1,027,000.00	\$ 122,400.00	\$ 171,300.00	\$ 31,215.00	\$ 89,800.00	\$ 13,745.00	\$ 120,900.00	\$ 1,576,360.00
Foreman Equipment	\$ 1,356,000.00	\$ 235,300.00	\$ 64,900.00	\$ 37,700.00	\$ 129,400.00	\$ 14,900.00	\$ 133,100.00	\$ 1,971,300.00
Liteco*	\$ 340,920.00						\$ 18,316.00	\$ 359,236.00
Weststar	\$ 1,350,000.00	\$ 233,185.00	\$ 60,000.00	\$ 44,000.00	\$ 144,000.00	\$ 22,600.00	\$ 145,160.00	\$ 1,998,945.00

* Failed to acknowledge receipt of Addendum 2. Bidder declared non-responsive.

** Based Bid includes construction of the large field, parking lot, grading for all four fields and the TPWD grant trail. Field lighting by Musco through the BuyBoard (\$148,755) is an additional cost to the work in the Base Bid and contracted separately. TEC electric service will also be an additional cost contracted separately (\$40,000.55). Total lowest bid for Base Bid work with lighting with lighting and PEC costs added is \$1,215,755.

*** Field lighting by Musco through the BuyBoard (\$78,250) is an additional cost and contracted separately. Total cost for all low bid work for Alternate 1 with lighting added is \$200,650.



**Benbrook Ranch Park
Leander, Texas
Date: June 6, 2014**

**Texas Buy Board
Master Project: 146396
Contract Number: 423-13
Expiration: 09/30/2014
Commodity: Parks/Rec & Field Lighting**

Quotation Price

Musco's Light Structure Green™ lighting system as described below, delivered to the job site:	
Baseball Phase 1.....	\$148,755
Adder for Softball Field 1 (assumes the purchase of the baseball field).....	\$78,250

Equipment Description

Light Structure Green™ System delivered to your site in Five Easy Pieces™

Baseball

- (6) Pre-cast concrete bases
- (6) Galvanized steel poles
- Electrical component enclosures
- Pole length wire harness
- (40) 1500watt Factory-aimed and assembled luminaires
- (2) 400watt MH factory aimed and assembled Luminaires

Softball

- (4) Pre-cast concrete bases
- (4) Galvanized steel poles
- Electrical component enclosures
- Pole length wire harness
- (18) 1500watt Factory-aimed and assembled luminaires
- (2) 400watt MH factory aimed and assembled Luminaires

Also Includes:

- Energy savings of more than 50% over a standard lighting system
- 50% less spill and glare light than Musco's prior industry leading technology
- Musco Constant 25™ product assurance and warranty program that eliminates 100% of your maintenance costs for 25 years, including labor and materials
- Guaranteed constant light level of 50footcandled infield and 30footcandles outfield for 25 years
- (1)One group re-lamp at the end of the lamps' rated life, 5000 hours
- Reduced energy consumption
- Control Link® Control & Monitoring System for flexible control and solid management of your lighting system
- Lighting Contactors sized for site voltage& phasing
- Installation of equipment-including unloading, drilling and installation of concrete bases, pole assembling/standing (Does not include electrical to poles). **Please see attached scope of work for project specifics**

Not included: Extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.). Standard soils are defined as soils that can be excavated using standard earth auguring equipment. All fields must be installed at the same time or additional mobilization charges may be incurred.

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential. Divulging technical or pricing information to competitive vendors will result in removal from the bid list.

Payment Terms to be determined between Musco Credit department and purchasing entity

Fax or e-mail a copy of your Purchase Order to:

BuyBoard Cooperative Purchasing
Fax: 800-211-5454
E-mail: info@buyboard.com

Musco Sports Lighting, LLC
Fax: 800-374-6402
musco.contracts@musco.com

All purchase orders and/or Musco PA's should note the following:
BuyBoard Purchase
Master Project: 146396
Contract Number: 423-13

The contract balance is due upon terms approved by Musco's Credit department.
Late payment will be subject to service charges of 1 ½ % per month (18% APR).

Musco will make every effort to coordinate shipment so that delivery corresponds with the customer's payment schedule. We will expect payment within the terms described above unless there is a written statement from Musco's corporate headquarters stating the acceptance of different terms.

Delivery to the job site from the time of order, submittal approval, and confirmation of order details including voltage and phase, pole locations is approximately 30-45 days. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location
- Field sizes as depicted on Scan 159574R2
- Electrical system requirement sized for site voltage & phasing
- Structural code and wind speed = 2009 IBC, 90 MPH Exposure C.
- Confirmation of pole locations prior to production

Thank you for considering Musco for your sports lighting needs. Please contact me with any questions.

Brant Troutman
Sales Representative
Musco Sports Lighting, LLC
109 S Harris, Suite 200
Round Rock, TX 78664
Phone: 866/786-1841, ext. 1123
E-mail: brant.troutman@musco.com
Fax: 866/786-1842
Cell: 512/914-9500



P.O. Box 1 Johnson City, Texas 78636-0001
 (830) 868-7155 / 1-888-554-4732
 www.pec.coop

STATEMENT OF ESTIMATED CHARGES

Mail to:

Pedernales Electric Co-op - Liberty Hill
 PO Box 2048
 Liberty Hill TX 78642
 Attn: District Planning Department

Estimate is good for 90 days from the date on this quotation.
Amount must be received before work will be scheduled.

Fax :
Bill to:

City of Leander
 PO Box 319
 Leander TX 78646

Customer # : 902402
Quotation # : 20005366
Date : 06/18/2014
Notification # : 50009533
CU Design # : 1000012844

Physical Address of Work Location:
 BENBROOK RANCH PARK URD
 BENBROOK RANCH PARK RISER
 1100 HALSEY DR
 LEANDER, TX 78641

Quantity	Description	Total
1	Total Construction	40,326.35
1	Total Construction	1,951.77
1	PEC Contribution	2,277.57-
Sub Total		40,000.55
Tax		0.00
Total Due Upon Receipt		\$40,000.55

Note:

We look forward to beginning your project to install underground facilities. We have enclosed an Underground Agreement and an Electric Utility Easement. Please complete, sign, and have the easement notarized. Return the original easement with your payment. This estimate does not include application fees of \$275.00 to establish new service. Once payment and documents are received, the construction will be scheduled. Please keep a copy for your records. If you have any questions, please contact Becki Sadler or Marsha Price at 1-877-372-0391, Option 8, Monday through Friday between 8 a.m. and 5 p.m.

Please detach and return payment stub with payment. Disregard if payment has been made.

Cut Here

Payment Stub

Quotation # : 20005366 Please pay total amount now due \$40,000.55

Customer # : 902402 Thank you for **DUE UPON RECEIPT** Enter the amount you paid: \$

Customer Name: City of Leander

Remit to:

Pedernales Electric Co-op - Liberty Hill
 PO Box 2048
 Liberty Hill TX 78642

Make check payable to Pedernales Electric Cooperative Inc.
 Pay by Credit Card at any PEC office or by Phone (888) 554-4732.
 Please include Quotation # on the check.

UNDERGROUND AGREEMENT

PEDERNALES ELECTRIC COOPERATIVE, INC.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF Williamson §

WHEREAS, City of Leander

(hereinafter called Developer) is desirous that electric service to Benbrook Ranch Park Underground
1100 Halsey Drive.

be served by an underground electrical distribution system as shown on Exhibit A.

WHEREAS, Pedernales Electric Cooperative, Inc. (hereinafter called PEC) will install a portion of said underground electric distribution system and Developer will install a portion of said system:

NOW, THEREFORE, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, Developer and PEC hereby agree as follows:

1. Developer will provide the trench, purchase and install the conduits, concrete transformer pads, above ground sectionalizing enclosures, sectionalizing enclosure pads, secondary enclosures or pads, ground rods, ground rod clamps, cap ends of all conduits, install approved pulling cord in conduits, and electric caution tape in accordance with plans and specifications.
2. PEC will invoice the Developer for the installed cost of primary and secondary URD cable in accordance with plans and specifications, including primary termination equipment. PEC shall provide, at its discretion, either transformer termination cabinets or transformers at each transformer pad as cable is installed.
3. If agreement and payment are not returned within ninety (90) days, a new cost estimate will be generated to reflect current material costs.
4. PEC, through its inspections, will ascertain that the plans and specifications are complied with during all phases of construction. In the event PEC finds any part of said system that has not been completed in accordance with the plans and specifications, PEC shall notify Developer of any such deficiencies. Notification shall be given three (3) days prior to commencement of initial trenching.
5. Developer will correct any and all deficiencies within ninety (90) days of notification from PEC.
6. Developer will show proof that the labor and materials installed have been paid in full and that all liens against said labor and materials are released.
7. Developer will furnish PEC easement rights as required for the purpose of operation and maintenance of said underground electrical system. Developer will ensure that all conduits, pads, etc. are installed within said easement and, thereby, assumes responsibility for the placement of all pads.
8. Developer hereby agrees to save and hold PEC harmless from any and all claims, judgments, causes of action, or any other type damages which may arise or result, either directly or indirectly, from any of the actions connected with the installation of said electrical distribution system.
9. Developer shall instruct all lot owners in the sections covered by this agreement who will be served by the underground system that they shall install a 3" conduit, in accordance with PEC

specifications, from a stub or pad, installed by the utility contractor, to a meter socket located on the residence, or meter pedestal, and that PEC shall be notified before installation begins.

10. PEC agrees that it will complete the system as an underground electrical distribution system in segments as required to furnish electrical service to qualified applicants in said sections provided Developer has completed its part of said system in accordance with this agreement.

11. All applications for service will be subject to the policies established by PEC which are in effect at the time the applications for electric service are made.

12. After Developer and the individuals applying for electric service have completed their portions of the underground electric installation in accordance with all PEC requirements, PEC will complete said portion of the electric underground facility by installing, when appropriate, transformers, terminations, and cable.

13. Any changes to the electrical system required because of re-subdivision by present or future owner shall be at the sole expense of the party desirous of the re-subdivision.

14. Upon completion and inspection of the underground electric facility, Developer agrees, in accordance with PEC's Tariff, that PEC shall at all times have complete ownership and control of the entire electric underground distribution system without any obligation to refund any part of the contribution made by the Developer and that the underground electric system shall be and become the property of Pedernales Electric Cooperative, Inc., upon the completion of the terms outlined above. Further, Developer hereby grants, gives and transfers the conduit and related electrical equipment to PEC free from any lien, security interest or other encumbrance.

15. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, exclusive of conflicts of law provisions.

Executed in duplicate originals this _____ day of _____, _____.

[NAME OF DEVELOPER]

BY: _____

Name: _____

Title: _____

Pedernales Electric Cooperative, Inc.

BY: _____

Name: Ed Kepner

Title: URD Inspector

Exhibit A

DESCRIPTION AND LOCATION OF FACILITIES

Benbrook Ranch Park URD, 100 Halsey Drive, Leander, Williamson County, Texas

Exhibit A - Conveyance of Conduit

DESCRIPTION AND LOCATION OF CONDUIT

Section 1 (To be completed by PEC upon initial signing of Underground Agreement)

Include project name, property description, and location:

City of Leander is donating conduit to service the Benbrook Ranch Park at 100 Halsey Drive, in Leander, Texas.

Section 2 (To be completed by PEC upon inspection of conduit)

Actual Conduit Footage:

4" primary footage _____

3" primary footage 3,000' _____

3" secondary footage _____

Inspected by: _____

Title: _____

Date: _____

Section 3 (To be completed by PEC when conduit is recorded on monthly Summary of Donated Conduit worksheet)

Month included on conduit worksheet: _____



Executive Summary

July 24, 2014

Council Agenda Subject: Consideration to approve a resolution authorizing the City Manager to execute a software license and services agreement between SunGard Public Sector, Inc. and the City of Leander.

Background: This item is for the purchase and installation of a computer-aided dispatch (CAD) and records management system (RMS) at the Leander Police Department and will allow for field based reporting.

The software license agreement will allow SunGard Public Sector, Inc. to provide CAD/RMS software and hardware licensing, installation, configuration, data migration and support service. The City will provide the same equipment necessary to utilize the software. The end result is an updated CAD/RMS platform that will increase efficiency throughout the Leander Police Department. This project will allow for more efficient field-based reporting, a citizen web-portal for information requests, improving inter-agency crime reporting and analytics, and a real-time active call-sharing between participating public safety organizations.

Origination: Greg Minton, Chief of Police

Financial Consideration: \$537,429 one-time project implementation cost; \$50,080 annual software maintenance cost.

Recommendation: Staff recommends the approval of the revised ordinance without modifications.

Attachments: Software License and Service Agreement

Prepared by: Debbie Haile, City Secretary

CUSTOMER NO. _____; CONTRACT NO. _____

SOFTWARE LICENSE AND SERVICES AGREEMENT

BETWEEN

SunGard Public Sector Inc.

a Florida corporation
with headquarters at:
1000 Business Center Drive
Lake Mary, FL 32746

("SunGard Public Sector")

AND

City of Leander

with its principal place of business at

City Hall
200 W. Willis
Leander, TX 78641

(for purposes of this Agreement, "Customer")

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

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 July 31, 2014.

City of Leander

SunGard Public Sector Inc.

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME
AND TITLE: _____

PRINT TITLE: _____

DATE SIGNED: _____

DATE SIGNED: _____

THIS 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, Object Code and all related specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

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

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

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

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

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

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

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

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

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

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

"Customer Employees" means: (i) Customer's employees with a need to know; and (ii) third party consultants engaged by Customer who have a need to know, who have been pre-approved by SunGard Public Sector, and who, prior to obtaining access to the Software, have executed a SunGard Public Sector-approved non-disclosure agreement.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software

media, which are readable and usable by computer equipment.

“Recipient” means the party receiving Confidential Information of the Discloser.

“Software Supplement” means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

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

2. Right to Grant License and Ownership.

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

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

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

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

c) Restrictions on Use of the Software. Customer is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the Software. Customer is

prohibited from using the Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. Customer will not allow the Software to be used by, or disclose all or any part of the Software to, any person except Customer Employees. Without limiting the foregoing, Customer is permitted to allow use of the input and/or output sensory displays of or from the Software by third parties on a strict “need to know” basis, and such use will not be deemed a non-permitted disclosure of the Software. Customer will not allow the Software, in whole or in part, to be exported outside of the United States of America, in any manner or by any means, without in each instance obtaining SunGard Public Sector’s prior written consent and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other appropriate United States governmental authorities.

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

4. Services.

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

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

c) Workmanlike Skills. SunGard Public Sector will render all services under this Agreement in a professional and workmanlike manner. SunGard Public Sector will promptly replace any SunGard Public Sector personnel that are rendering services on-site at a Customer facility if Customer reasonably considers the personnel to be unacceptable and provides SunGard Public Sector with notice to that effect, provided that such replacement does not violate any law or governmental regulation applicable to such personnel replacement.

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

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

6. Payment and Taxes.

a) Payment.

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

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

iii) Late Charge. SunGard Public Sector will have the right to charge a late fee to the extent that payment is received later than thirty (30) days from the date of

invoice. Late fees will be calculated based on a per annum rate equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); and (ii) the highest rate permitted by applicable law, and will be payable to SunGard Public Sector on demand.

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

c) Scheduled Resource Changes: For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

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

a) Limited Software Warranty by SunGard Public Sector and Remedy For Breach. For each Component System, SunGard Public Sector warrants to Customer that, for a period of twelve (12) months after the Delivery Date, the Baseline Component System, as used by Customer on the Equipment for its own, non-commercial computing operations, will operate without Defects. For each Defect, SunGard Public Sector, as soon as reasonably practicable and at its own expense, will provide Customer with an avoidance procedure for or a correction of the Defect. If, despite its reasonable efforts, SunGard Public Sector is unable to provide Customer with an avoidance procedure for or a correction of a Defect, then, subject to the limitations set forth in Section 16 of this Agreement, Customer may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies

are exclusive and are in lieu of all other remedies, and SunGard Public Sector's sole obligations for breach of this limited warranty are contained in this Section 7(a).

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

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

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

HAS ACCEPTED ANY SOFTWARE OR SERVICE UNDER THIS AGREEMENT.

8. **Confidential Information.** Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. 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. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in

connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules. 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 Leander**

Delivery Address: **Leander Police Department, 705 Leander Drive, Leander, TX 78641**

SOFTWARE:

Qty	Part #	Component System	License Fee	Initial Annual Improvement Fees (Contract Year 2)	Annual Support Type
		Computer Aided Dispatch			
1	CAD-T1	BASE COMPUTER AIDED DISPATCH SYSTEM - 2 CAD Workstations included	\$ 27,300.00	\$ 4,368.00	7x24
1	CAD-CON-T1	ADDITIONAL CAD CONSOLE LICENSE - POP. TIER 1	2,600.00	416.00	7x24
1	CAD-MAP-T1	FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE	3,500.00	560.00	7x24
2	CAD-MAPD-T1	ADDITIONAL CAD MAP DISPLAY LICENSE	2,000.00	320.00	7x24
3	MCT-AVL-CAD-T1	CAD CLIENT AVL LICENSE	4,500.00	720.00	7x24
1	CAD-MRM-T1	CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS - POP. TIER 1	1,000.00	160.00	7x24
1	CAD-E911-T1	E911 INTERFACE MODULE	4,500.00	720.00	7x24
1	CAD-PG-T2	ALPHA NUMERIC PAGING MODULE	5,000.00	800.00	7x24
1	CAD-INT-PG	CAD INTERFACE TO PAGEGATE	1,000.00	160.00	7x24
1	CAD-INT-C2C	CAD 2 CAD -for transferring CAD calls seamlessly to other OSSI Agencies such as Williamson County, Cedar Park PD, etc...	7,000.00	1,120.00	7x24
		Mobile Computing			
1	MCT-BMS-T8	BASE MOBILE SERVER SOFTWARE UP TO 50 WORKSTATIONS	22,900.00	3,664.00	7x24
25	MCT-CLIENT-T5	MCT CLIENT - DIGITAL DISPATCH	17,500.00	2,800.00	7x24
25	MCT-MAP-T5	MCT CLIENT - MAPS	2,500.00	400.00	7x24
1	MCT-MFR-REV-T8	REVIEW MODULE FOR FIELD REPORTING UP TO 50 WORKSTATIONS	19,500.00	3,120.00	7x24
1	MCT-AVL-HOST-T8	AVL SERVER HOST LICENSE	26,300.00	4,208.00	7x24
25	MCT-AVL-CLIENT-T5	MCT CLIENT - AVL	2,500.00	400.00	7x24
1	MCT-SWI-T5	MESSAGING SOFTWARE	12,800.00	2,048.00	7x24
1	MCT-SWI-S2S-T8	SWITCH TO SWITCH	No charge	0.00	7x24
23	MCT-MIS-T5	LAN CLIENT LICENSE FOR MESSAGE SWITCH	4,600.00	736.00	
25	MCT-MFR-OFF-T5	MFR CLIENT - BASE INCIDENT/OFFENSE	20,000.00	3,200.00	7x24
25	MCT-MFR-ARREST-T5	MFR CLIENT - ARREST	7,500.00	1,200.00	7x24
25	MCT-MFR-MBLN-CLIENT-T8	MFR CLIENT- MOBLAN VERSION - For finishing up field reports back in the station	10,000.00	1,600.00	7x24
		Records Management System			
1	RMS-BASE-T4	BASE RECORDS MANAGEMENT SYSTEM - 20 WORKSTATIONS	32,600.00	5,216.00	7x24
1	RMS-MAP-T4	RMS MAP DISPLAY AND PIN MAPPING LICENSE - 20 WORKSTATIONS	3,000.00	480.00	7x24
1	RMS-NTF-T4	NOTIFICATION MODULE - 20 WORKSTATIONS	5,100.00	816.00	7x24
1	RMS-ANIMAL-T1	ANIMAL CONTROL MODULE - 5 WORKSTATIONS	3,800.00	608.00	
1	RMS-BAR HOST-T1	BAR CODING SERVER LICENSE -	1,300.00	208.00	7x24
1	RMS-BAR-CLIENT-T1	BAR CODING HAND-HELD CLIENT LICENSE - EACH WORKSTATION	1,300.00	208.00	7x24
1	RMS-LINK-T1	LINK ANALYSIS MODULE - ALL RMS WORKSTATIONS	5,700.00	912.00	7x24
1	RMS-P&E-T1	PROPERTY AND EVIDENCE MODULE - UP TO 5 WORKSTATIONS	2,800.00	448.00	7x24
1	RMS-P2P	POLICE TO POLICE INTERNET DATA SHARING	No charge	0.00	7x24
1	RMS-CAPLUS-T2	CRIME ANALYSIS PLUS.NET MODULE - 10 WORKSTATIONS	9,200.00	1,472.00	7x24
1	RMS-CFS-T2	CALLS FOR SERVICE MODULE - 10 WORKSTATION	1,500.00	240.00	7x24
1	JMS-MS DISPLAY-20	MUGSHOT DISPLAY SOFTWARE LICENSE - 20 WORKSTATIONS	6,000.00	960.00	
1	RMS-INT-PSTLINCD	INTERFACE FROM INCODE COURTS TO PISTOL	10,000.00	1,600.00	7x24
		Web Based Software Modules			
1	INT-P2C	POLICE 2 CITIZEN	6,000.00	960.00	7x24
1	INT-OPSCAD	OPS CAD	6,000.00	960.00	7x24
		Subtotals	\$ 298,800.00		
1	DISCOUNT	DISCOUNT	\$ (122,442.00)		
		TOTAL	\$ 176,358.00	\$ 47,808.00	

Software Notes:

1. Interfaces are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.
2. Mobiles applications do not include AVL hardware.

3. The Contract Year commences on the Execution Date (or anniversary thereof) and continues for one year thereafter. Improvements for the initial Contract Year are provided at no charge. The "Initial Payment Amount" in the table above represents the Improvements fee for the second Contract Year, and is payable only if Customer elects to extend the term of the Agreement through the second Contract Year, as provided for in Section 4, Term, of the Software Maintenance Supplement attached hereto.
4. Improvements Surcharge Imposed In Certain Instances: At the commencement of any Contract Year where Customer is operating on a version of a Baseline Component System that is more than two (2) general release versions behind the then-current release for any Component System, SunGard Public Sector will assess a ten percent (10%) surcharge over and above the Improvements fee for that Contract Year, with such surcharge to be imposed on a prorated basis for the portion of the Contract Year that Customer remains on a general release version that is more than two (2) releases behind the then-current release of the Component Systems in question. Once Customer is using a release that is no more than two (2) general release versions behind the then-current release, the Improvements surcharge will be removed on a prospective basis, as of the date that Customer is using the release that is no more than two (2) general release versions behind the then-current release.

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SERVICES:

Qty.	Part #	Description	Training	Installation	Project Management	Implementation	Conversion
		CAD Implementation Services					
1	CAD-PROJ-MGNT	CAD PROJECT MANAGEMENT			\$ 16,320.00		
1	CAD-INST	BASE CAD SOFTWARE INSTALLATION		\$ 4,200.00			
1	CAD-INST-ADD	CAD SOFTWARE INSTALLATION - ADD ON		3,500.00			
1	CAD-IMPL	BASE CAD SOFTWARE IMPLEMENTATION				\$ 19,600.00	
1	CAD-MAP-CONV	MAP BASED GEOFILE GENERATION					\$ 12,600.00
1	CAD-MNT-TRN	CAD MAINTENANCE TRAINING	\$ 6,400.00				
2	CAD-USR-TRN	CAD USER TRAINING	12,800.00				
3	CAD-PROF-ADD-IMPL	CAD WORKFLOW REVIEW AND DISCOVERY				4,200.00	
		MCT Implementation Services					
1	MCT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES			11,680.00		
1	MCT-BMS-INST	INSTALLATION OF BASE MOBILE SERVER SOFTWARE		4,200.00			
1	MCT-IMPL	MOBILE IMPLEMENTATION SERVICES				7,000.00	
1	MCT-SWH-INST	INSTALLATION OF BASE MESSAGE SWITCH		2,800.00			
1	MCT-SWH-IMPL	IMPLEMENTATION OF BASE MESSAGE SWITCH				5,800.00	
1	MCT-AVL-SERV	AVL INSTALLATION AND TRAINING		2,800.00			
1	MCT-MNT-TRN	MCT MAINTENANCE TRAINING	1,280.00				
1	MFR-MNT-TRN	MOBILE FIELD REPORTING MAINTENANCE TRAINING	3,840.00				
3	MCT-USR-TRN	MCT USER TRAINING	1,920.00				
3	MFR-USR-TRN	MOBILE FIELD REPORTING USER TRAINING	7,680.00				
3	MCT-ADD-TRN	MFR ADD ON MODULE USER TRAINING - ARREST MODULE 1/2 day class	1,920.00				
1	MFR-IMPL	IMPLEMENTATION FOR MOBILE FIELD REPORTING				2,800.00	
1	MFR-INST	INSTALLATION MOBILE FIELD REPORTING		4,200.00			
		RMS Implementation Services					
1	RMS-PROJ-MGNT	PROJECT MANAGEMENT FOR RMS			14,240.00		
1	RMS-INST	BASE RMS SOFTWARE INSTALLATION CHARGES		7,000.00			
1	RMS-AM-INST	ADD-ON RMS SOFTWARE MODULES INSTALLATION - CRIME ANALYSIS PLUS INSTALLATION		1,400.00			
1	RMS-IMPL	RMS IMPLEMENTATION SERVICES				18,200.00	
1	RMS-PROF-ADD-IMPL	RMS WORKFLOW REVIEW AND DISCOVERY				5,600.00	
1	RMS-MNT-TRN	RMS MAINTENANCE TRAINING	6,400.00				
1	RMS-ADD-TRN	CRIME ANALYSIS PLUS - Consultation, Set-up, and USER TRAINING	3,500.00				
1	RMS-ADD-TRN	RMS ADD-ON MODULE USER TRAINING	6,400.00				
1	RMS-USR-TRN	RMS USER TRAINING	6,400.00				
1	RMS-USR-TRN	RMS DETECTIVE TRAINING	3,840.00				
3	JMS-ADD-TRN	JMS ADD ON MODULE TRAINING	1,920.00				
		Web Based Software Services					
1	INT-PROJ-MGNT	PROJECT MANAGEMENT SERVICES FOR INTERNET APPLICATIONS			2,560.00		
1	INT-P2C-INST	POLICE 2 CITIZEN INSTALLATION		4,200.00			
1	INT-OPS-INST	OPCENTER INSTALLATION		2,800.00			
1	INT-OPS-TRN	OPCENTER TRAINING - Web Training for OPSCAD OPSRMS	1,040.00				
1	INT-P2P-INST	P2P INSTALLATION		1,400.00			
1	INT-P2P-USR-TRN	P2P USER TRAINING	520.00				
		Data Conversion Services					
1	RMS-PROF-ADD	DATA CONVERSION					56,600.00
1	RMS-PROJ-MGNT	PROJECT MANAGEMENT FOR RMS			14,240.00		
1	RMS-PROF-ADD-IMPL	DATA CONVERSION IMPLEMENTATION					5,600.00
		Custom Interfaces					
1	RMS-PROF-ADD-IMPL	DIGITICKETS INTERFACE IMPLEMENTATION				1,400.00	
1	RMS-PROJ-MGNT	PROJECT MANAGEMENT- DigiTickets Interface			4,000.00		
		Dell Virtualized Server					
1	TCH-INSTALL-VM	Implementation Services for Virtualization Software				2,800.00	
		Property and Evidence Bar Coding Hardware					
1	TCH-INSTALL-BRCD	Implementation Services for Bar Coding Hardware				700.00	
		Third Party Hardware, Software and Services					
2	TCH-INSTALL-ONSITE	On-Site Installation for Application Servers				2,800.00	
		TOTAL SERVICES FEE:	\$ 65,860.00	\$ 38,500.00	\$ 63,040.00	\$ 70,900.00	\$ 74,800.00

Qty	Part #	Custom Modifications	Custom Modification Fee	Initial Annual Improvement Fees (Contract Year 2)	Annual Support Type
		Custom Interfaces			
1	RMS-CUST-MOD	RMS CUSTOM MODIFICATIONS - INTERFACE TO DIGITICKETS (One Way Citation Import)	\$ 14,200.00	\$ 2,272.00	7x24
		TOTAL:	\$ 14,200.00	\$ 2,272.00	

Services Notes:

1. Pricing is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Agreement. The total amount that Customer will pay for these services (i.e., the "TOTAL SERVICES FEE") will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current list price rates for the services at issue.
2. Travel and living expenses are additional and will be billed monthly as SunGard Public Sector renders the services.
3. The Contract Year commences on the Execution Date (or anniversary thereof) and continues for one year thereafter. Improvements for the initial Contract Year are provided at no charge. The "Initial Payment Amount" in the table above represents the Improvements fee for the second Contract Year, and is payable only if Customer elects to extend the term of the Agreement through the second Contract Year, as provided for in Section 4, Term, of the Software Maintenance Supplement attached hereto.

PAY AGENCY PRODUCTS:

Qty.	Part #	Pay Agency Products	Hardware & Software
		<i>Dell Virtualized Server</i>	
1	HWR-SERV-VM-R	Virtual Host Server	\$ 12,847.61
2	THP-VMWARE-STD	VMware vSphere Standard Edition	1,990.10
2	THP-VMWARE-STD-PD3	vSphere Standard Production Support - 3 Year ²	1,647.18
1	THP-MS-WINSVRDCNTR	Windows Server 2012 Datacenter Edition	4,680.63
3	THP-MS-SQLSTD-2COR	Microsoft SQL Server 2012 Standard Edition Core License Pack	8,178.27
		<i>Property and Evidence Bar Coding Hardware</i>	
1	HWR-P&E-HWRKIT	P&E Bar-Coding Kit	2,345.56
		<i>Third Party Hardware, Software and Services</i>	
25	HWR-MGTK-SWIPE1	Magtek MiniWedge Swipe Reader	1,416.75
1	THP-PAGEGATE	PageGate Network Paging Software	565.00
1	THP-PAGEGATE-CNCTR	PageGate Connector	100.00
		Pay Agency Products Totals	\$ 33,771.10

Pay Agency Product Notes:

1. Actual shipping charges are additional and will be due upon delivery.
2. Pre-Paid annual support for three years. Subsequent annual support r will be invoiced by Vendor directly to Customer at then-current rates.

SUMMARY OF COSTS

	Price
Component Systems	\$ 176,358.00
Services (including Custom Modifications)	327,300.00
Pay Agency Products	33,771.10
Total	\$ 537,429.10
Initial Annual Support - Year 2 (including Custom Modifications)	\$ 50,080.00

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

The amounts noted above shall be payable as follows:

License Fee: 100% on the Execution Date.

Installation: On invoice, upon completion.

Project Management: 100% on the Execution Date.

Training Fees: On invoice, upon completion.

Conversion Fees: 50% on the Execution Date; 50% on invoice, upon completion.

Custom Modification Fees: 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.

Improvements Fees: Improvement 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.

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.

DESCRIPTIONS:

Part Number: CAD-T1

Description: BASE COMPUTER AIDED DISPATCH SYSTEM - 2 CAD Workstations included

Long Description: Computer Aided Dispatch Includes:

- Single-Jurisdictional CAD for Police, Fire, and/or EMS
- Call Taking and Dispatching Functions
- Tabular Geo-File Subsystem (without maps)
- Business and Sites Subsystem
- Unit Recommendation Subsystem
- Premise/Alert and Hotspots Subsystems

Part Number: CAD-CON-T1

Description: ADDITIONAL CAD CONSOLE LICENSE - POP. TIER 1

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

Part Number: CAD-MAP-T1

Description: FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE

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

Pin Mapping of Calls for Service Data
Map Editing and Maintenance software (training not included)
Map Display for One Workstation

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

Part Number: CAD-MAPD-T1

Price: \$2000 Description: ADDITIONAL CAD MAP DISPLAY LICENSE

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

Part Number: MCT-AVL-CAD-T1

Description: CAD CLIENT AVL LICENSE

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

Part Number: CAD-MRM-T1

Description: CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS - POP. TIER 1

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

Part Number: CAD-E911-T1

Description: E911 INTERFACE MODULE

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

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

Part Number: CAD-PG-T2

Description: ALPHA NUMERIC PAGING MODULE

Long Description: The Alpha-Numeric Paging module is designed to automatically send an alphanumeric page to responding units upon dispatch. In addition, the paging module supports the ability to send individual personalized messages to specific pagers directly from within CAD. The Paging module requires all pagers being used to utilize the same paging service provider (Arch Paging, Verizon, etc). The provider must support the TAPI protocol.

For speed efficiency, SunGard recommends that Group paging be set up with a paging services provider that supports group paging. For example, a volunteer fire station will need to have a single group Pager Identifier Number (PIN) set up that will alert all firefighters for that specific station. Without Group paging the Paging Module would have to process each individual firefighter's pager which could result in slow notification of all personnel.

The Customer is required to provide a dedicated phone line and external modem for use by the Paging Module only. The Customer is also responsible for all items such as pagers, paging service fees, installation charges, required network, etc.

For more dynamic paging solutions, SunGard offers an interface between the Alphanumeric Paging Module and NotePage's PageGate software. This interface will provide solutions that include:

- " Custom group paging
- " Combinations of multiple paging service providers
- " Support for multiple paging protocols that includes internet paging (SNPP & SMTP)
- " Modem banking

Part Number: CAD-INT-PG

Description: CAD INTERFACE TO PAGEGATE

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

Part Number: CAD-INT-C2C

Description: CAD 2 CAD -for transferring CAD calls seamlessly to other OSSI Agencies

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

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

- Notification of completed transfer.
- Notification of transferred call dispatched.
- Notification of failed call transfer if the recipient's C2C system is down.

Notification of Nature Code change by originating agency.
Transfer of remarks between C2C events.
Relay of ProQA summary information (if used).
Notification of ProQA response upgrades or downgrades.

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

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

Part Number: CAD-PROJ-MGNT

Description: CAD PROJECT MANAGEMENT

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

Part Number: CAD-INST

Description: BASE CAD SOFTWARE INSTALLATION

Long Description: The CAD installation includes the installation of SunGard'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's application software. SunGard prefers the CAD server(s) to be shipped to SunGard'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's setup configuration. Customer is responsible for installation and configuration of the Local Area Network.

SunGard can provide an optional quote to provide the above listed services.

Part Number: CAD-INST-ADD

Description: CAD SOFTWARE INSTALLATION - ADD ON

E911 \$700, Paging \$700, Page Gate Interface \$700, Cad2Cad \$1,400,

Long Description: SunGard Services for installation of the following CAD module(s): E911 \$700, Paging \$700, Page Gate Interface \$700, Cad2Cad \$1,400.

Part Number: CAD-IMPL

Description: BASE CAD SOFTWARE IMPLEMENTATION

Long Description: Long Description: Fourteen days of services for CAD implementation, consisting of:

Three periodic data audits to provide feedback on configuration progress (5 days)

Two resources on-site for three days each at CAD Go Live (Services provided M-F, 6 a.m.-6 p.m., not to exceed 8 hours per resource in a 24-hour period)

Three days of as-needed remote assistance with customer questions and requests throughout the project.

Part Number: CAD-MAP-CONV

Description: MAP BASED GEOFILE GENERATION

Long Description: This service includes:

" Programming and consulting services to assist the customer in generating the initial CAD Geo-File centerline in SunGard's proprietary (OASIS) format.

" Programming and consultation services to assist the customer in generating the initial polygon and general view layers in SunGard'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 will assemble the ortho tiles and create a reference database file that will be used by the SunGard product line. SunGard will install the ortho's on the client's CAD Server. Accepted ortho files formats are SID, TIFF, JPG and BMP. The customer is responsible for providing ortho source files to SunGard.

" SunGard will perform three (3) detailed reviews of the customer's centerline data at SunGard'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 supports converting ESRI E00, ESRI Shape or MapInfo source data.

This service assumes the customer provides SunGard all required GIS layers and associated data elements (attribute data) and that SunGard is not required to provide any digitizing services. This is an estimate of the services needed, to determine the final conversion costs SunGard 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 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'S DEPENDENCY ON CUSTOMER'S GIS DEPARTMENT:

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

The Customer shall provide SunGard 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.

Part Number: CAD-MNT-TRN

Description: CAD MAINTENANCE TRAINING

Long Description: Training for key personnel and system administrators (4-6 people max.) responsible for system configuration (including setting codes to reflect agency business practices) and maintenance. Service includes 4 classroom days plus one day of class preparation and follow-up.

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

Part Number: CAD-USR-TRN

Description: CAD USER TRAINING - Training for 10 people per class max.

Long Description: Training for end-users (10 people max.) on base CAD. Topics include navigation, call-processing, dispatching, searching, and reporting. Service includes 4 classroom days plus one day of class preparation and follow-up.

Part Number: CAD-PROF-ADD-IMPL

Description: CAD WORKFLOW REVIEW AND DISCOVERY

Long Description: 3 days of services for on-site review and discovery regarding 911 operations related to SunGard CAD and MCT.

Part Number: MCT-BMS-T8

Description: BASE MOBILE SERVER SOFTWARE UP TO 50 WORKSTATIONS

Long Description: Server license of SunGard's Mobile Server Software to support up to 50 Mobile Units registered on the Message Switch (not concurrent mobile users). Mobile Server processes all mobile inquiries to SunGard's CAD and RMS databases.

Part Number: MCT-CLIENT-T5

Description: MCT CLIENT - DIGITAL DISPATCH

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

Any additional hardware must be purchased separately.

Part Number: MCT-MAP-T5

Description: MCT CLIENT - MAPS

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

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

Part Number: MCT-MFR-REV-T8

Description: REVIEW MODULE FOR FIELD REPORTING UP TO 50 WORKSTATIONS

Long Description: The Field Review Module allows officers to submit reports wirelessly (via the RF Network) for supervisor review. The supervisor may then approve the report or deny the report and return the report (via the RF Network) to the officer for correction. Once approved, the reports are wirelessly submitted to the agency's RMS.

This module supports up to 50 Mobile Units registered in the Message Switch (not concurrent mobile users).

Part Number: MCT-AVL-HOST-T8

Description: AVL SERVER HOST LICENSE

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

Part Number: MCT-AVL-CLIENT-T5

Description: MCT CLIENT - AVL

Long Description: SunGard'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's AVL.

Part Number: MCT-SWI-T5

Description: MESSAGING SOFTWARE

Long Description: The Message Switch software includes a query interface from the SunGard application for workstation-to-Workstation messaging. Secondly, it supports State/NCIC queries from the Data Entry window. Responses from the State come back to the user in the message queue.

The Message Switch must run on Windows 2008 Server or higher, not a Workstation, due to Client Access License limitations of the workstation. The Message Switch supports basic queries.

NOTE: Any State/NCIC data entry functions must be performed with state supplied software or technology.

The standard set of State/NCIC queries included are Drivers license inquiry, Wanted Person inquiry, Vehicle inquiry, Boat inquiry, Article inquiry, Gun inquiry, Criminal History inquiry, and Admin Message.

Part Number: MCT-SWI-S2S-T8

Description: SWITCH TO SWITCH

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

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

Part Number: MCT-MIS-T5

Description: LAN CLIENT LICENSE FOR MESSAGE SWITCH

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

The Message Switch Client provides the following functions:

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

The standard set of State/NCIC queries included are Drivers license inquiry, Wanted Person inquiry, Vehicle inquiry, Boat inquiry, Article inquiry, Gun inquiry, Criminal History inquiry, and Admin Message.

Part Number: MCT-MFR-OFF-T5

Description: MFR CLIENT - BASE INCIDENT/OFFENSE

Long Description: The Incident/Offense Module provides the ability for officers to enter Incident Reports, Supplement Reports and Field Contacts on the mobile unit. Officers can also perform basic IBR or UCR edits on Incident Reports.

Part Number: MCT-MFR-ARREST-T5

Description: MFR CLIENT - ARREST

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

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

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

Part Number: MCT-MFR-MBLN-CLIENT-T8

Description: MFR CLIENT- MOBLAN VERSION - For finishing up field reports back in the station

Long Description: Provides the ability for the officer to enter Incident Reports, Supplement Reports, Field Contacts and Supervisory Review on the agency's RMS LAN. Officers can also perform basic IBR or UCR edits on Incident Reports.

Part Number: MCT-PROJ-MGNT

Description: PROJECT MANAGEMENT SERVICES

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

Part Number: MCT-BMS-INST

Description: INSTALLATION OF BASE MOBILE SERVER SOFTWARE

Long Description: Installation of the base mobile server software includes configuration, setup, and testing on Customer's server for mobile applications.

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

One (1) day of QA services for application support and configuration to other applications.

Also includes Maintenance Training and the installation of the digital dispatch/Mobile Field Reporting application software on up to five (5) mobile computers.

Part Number: MCT-IMPL

Description: MOBILE IMPLEMENTATION SERVICES

Long Description: SunGard technical services for MCT system/data verification after the system administrator training and the code tables are built. This includes a SunGard representative on site the day MCT goes live.

Includes two (2) days of on-site Technical Services; two (2) days of QA testing prior to user training; and one (1) day of on-site go-live.

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.

Part Number: MCT-SWI-INST

Description: INSTALLATION OF BASE MESSAGE SWITCH

Long Description: Installation and setup of SunGard OSSI's Base Message Switch application software.

The Message Switch must run on Windows 2000 Server or higher.

Part Number: MCT-SWI-IMPL

Description: IMPLEMENTATION OF BASE MESSAGE SWITCH - Message Switch 1400, Switch2Switch 4200

Long Description: Technical services to configure for State Access and to conduct Maintenance Training. Switch2Switch Installation

Part Number: MCT-AVL-SERV

Description: AVL INSTALLATION AND TRAINING

Long Description: 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.

Part Number: MCT-MNT-TRN

Description: MCT MAINTENANCE TRAINING

Long Description: Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include set-up of MCT on the server and on laptops and selection of system settings. Class duration = up to 1 day.

Part Number: MFR-MNT-TRN

Description: MOBILE FIELD REPORTING MAINTENANCE TRAINING

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

Part Number: MCT-USR-TRN

Description: MCT USER TRAINING

Long Description: 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 = 4 hours.

Part Number: MFR-USR-TRN

Description: MOBILE FIELD REPORTING USER TRAINING

Long Description: 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. Also includes one day of SunGard trainer class preparation and follow-up

Part Number: MCT-ADD-TRN

Description: MFR ADD ON MODULE USER TRAINING - ARREST MODULE - 1/2 day class

Part Number: MFR-IMPL

Description: IMPLEMENTATION FOR MOBILE FIELD REPORTING

Long Description: Two (2) days of QA services to test MFR.

Part Number: MFR-INST

Description: INSTALLATION MOBILE FIELD REPORTING - MFR Installation \$2800, Moblan Installation \$1400

Long Description: Three days of services for installation and initial configuration of Mobile Field Reporting

Part Number: RMS-BASE-T4

Description: BASE RECORDS MANAGEMENT SYSTEM - 20 WORKSTATIONS

Long Description: SunGard's Client Server Version of RMS (requires Microsoft's Windows Server 2003 or higher) includes:

- Incident/Offense Module
- CrimeMatch Reporting
- Arrest Module
- Warrants Module
- UCR Property Management
- Master Name Module
- Master Vehicle Module
- Master Location Module (Requires either tabular or GIS-based Geo-File Module be Licensed)
- Case Management Module
- Daily Bulletin
- Employee Demographics Module
- Off Duty Employment Tracking Module
- Standard Traffic Citation Module
- Standard Traffic Warning Module
- Miscellaneous Cash Receipts Module
- State Specific IBR or UCR Reporting Module
- Field Contact Module

Part Number: RMS-MAP-T4

Description: RMS MAP DISPLAY AND PIN MAPPING LICENSE - 20 WORKSTATIONS

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

Part Number: RMS-NTF-T4

Description: NOTIFICATION MODULE - 20 WORKSTATIONS

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

Part Number: RMS-ANIMAL-T1

Description: ANIMAL CONTROL MODULE - 5 WORKSTATIONS

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

¹ Includes Animal Services dashboard to provide facility population statistics and other information quickly.

Part Number: RMS-BAR HOST-T1

Description: BAR CODING SERVER LICENSE -

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

Part Number: RMS-BAR-CLIENT-T1

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

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

Part Number: RMS-LINK-T1

Description: LINK ANALYSIS MODULE - ALL RMS WORKSTATIONS

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

Part Number: RMS-P&E-T1

Description: PROPERTY AND EVIDENCE MODULE - UP TO 5 WORKSTATIONS

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

Part Number: RMS-P2P

Description: POLICE TO POLICE INTERNET DATA SHARING

Long Description: SunGard's 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 OSSI.

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 OSSI to support via the Internet.

Part Number: RMS-CAPLUS-T2

Description: CRIME ANALYSIS PLUS.NET MODULE - 10 WORKSTATIONS

Long Description: Reach beyond elementary pin mapping with SunGard's Crime Analysis Plus.NET. Users connect incident data with digital maps to perform robust analysis designed to meet your agency's crime analysis objectives. Get meaning from all of that data with a robust analysis toolbox that includes static and animated heat maps, statistical summaries and geographic summaries of incident data. Leverage base maps from Google, ESRI REST/WMS services, Bing, Yahoo and NOAA Weather Services to extend your location data resources. Through options to deploy Crime Analysis + desktop, lite or mobile versions the agency can organize and customize information into books and pages for each law beat, district, special project task force or workflow need to consume RMS or CAD data.

Deployment of the Mobile version requires deployment to a Webserver that has IIS 5 or above, minimum 1 GHz Processor, and minimum 512 MB RAM. SunGard's Technical department can provide server specs and pricing as needed.

Part Number: RMS-CFS-T2

Description: CALLS FOR SERVICE MODULE - 10 WORKSTATION

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

Part Number: JMS-MS DISPLAY-20

Description: MUGSHOT DISPLAY SOFTWARE LICENSE - 20 WORKSTATIONS

Long Description: This allows the Customer to view mugshots and create line-ups.

Part Number: RMS-INT-PSTLINCD

Description: INTERFACE FROM INCODE COURTS TO PISTOL

Long Description: This is an interface from Incode's municipal courts product, In-touch, and SunGard's Pistol RMS. This is a one way interface that would receive the ASCII text file from Incode, route the name data through name candidating in PISTOL, and insert new Active warrants into PISTOL.

Note that the entry of the data for this information must start in the Municipal court system and not through PISTOL.

Part Number: RMS-PROJ-MGNT

Description: PROJECT MANAGEMENT FOR RMS

Long Description: Includes professional services from SunGard OSSI for management oversight and coordination with the Customer's project management, SunGard OSSI's internal resources and any third party vendors. Includes coordinating with the

customer's project manager all SunGard OSSI related deliveries such as application software, implementation services, and scheduling of SunGard OSSI's resources with the customer.

Part Number: RMS-INST

Description: BASE RMS SOFTWARE INSTALLATION CHARGES -

Long Description: Includes setting up the server with OS and appropriate databases. Also includes the installation of the base OSSI RMS and OSSI P2P 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 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.

Part Number: RMS-AM-INST

Description: ADD-ON RMS SOFTWARE MODULES INSTALLATION - CRIME ANALYSIS PLUS INSTALLATION

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

Part Number: RMS-IMPL

Description: RMS IMPLEMENTATION SERVICES

Long Description: thirteen days of services for RMS implementation, consisting of:

Three periodic data audits to provide feedback on configuration progress (4 days)

Two resources on-site for three days each at RMS Go Live (Services provided M-F, 6 a.m.-6 p.m., not to exceed 8 hours per resource in a 24-hour period)

Three days of as-needed remote assistance with customer questions and requests throughout the project.

Part Number: RMS-PROF-ADD-IMPL

Description: RMS WORKFLOW REVIEW AND DISCOVERY

Long Description: RMS Workflow Review and Discovery

Long Description: four days of on-site workflow review and discovery related to RMS and MFR by one SunGard resource. Intended to assist in developing recommendations for system configuration and implementation

Part Number: RMS-MNT-TRN

Description: RMS MAINTENANCE TRAINING

Long Description: Training for system administrators and key personnel (4-6 people max.) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance. Topics include selecting application settings and building code tables. Class duration = 4 days plus one day of class preparation/follow up.

SunGard OSSI 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 OSSI.

Part Number: RMS-ADD-TRN

Description: CRIME ANALYSIS PLUS -Consultation, Set-up, and USER TRAINING

Part Number: RMS-ADD-TRN

Description: RMS ADD-ON MODULE USER TRAINING

Long Description: Notifications \$640, P&E \$1280, Bar Code \$1280, Link Analysis\$ 640,Calls for Service \$640, P2P \$640, Animal Control \$1280

= \$6400"

Part Number: RMS-USR-TRN

Description: RMS USER TRAINING

Long Description: Training for end-users (10 people max.) on base RMS. Topics include navigation, data entry, searching, and reporting. Class duration = up to 4 days on-site, plus one day of class preparation/follow up.

Part Number: RMS-DET-TRN

Description: RMS DETECTIVE TRAINING

Long Description: Training for end-users (10 people max.) on base RMS. Topics include navigation, data entry, searching, and reporting. Class duration = up to 2 days on-site, plus one day of class preparation/follow up.

Part Number: JMS-ADD-TRN

Description: JMS ADD ON MODULE TRAINING - 1/2 day of training - Mugshot Display \$640.

Long Description: Training for Add-On OSSI JMS Modules to include: 1/2 day of training for Mug Shot Display = \$640

Part Number: INT-P2C

Description: POLICE 2 CITIZEN

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

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

Part Number: INT-OPSCAD

Description: OPS CAD

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

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

Part Number: INT-PROJ-MGNT

Description: Project Management Services for Internet Applications

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

Part Number: INT-P2C-INST

Description: POLICE 2 CITIZEN INSTALLATION

Long Description: Includes the installation of SunGard OSSI's Police to Citizen (P2C) application on the P2C server.

Part Number: INT-OPS-INST

Description: OPCENTER INSTALLATION

Long Description: Includes one day of installation for SunGard's OpCenter application.

Part Number: INT-OPS-TRN

Description: OPCENTER TRAINING - Web Training for OPSCAD OPSRMS

Long Description: Training for end-users (up to 10 people) on OpCenter. Topics include viewing CAD and/or RMS data. Class duration = 1 day.

Part Number: INT-P2P-INST

Description: P2P INSTALLATION

Long Description: Police to Police training and set up includes one day of services for SunGard to install the P2P application and training for the system administrator responsible for configuring and maintaining P2P.

Part Number: INT-P2P-USR-TRN

Description: P2P USER TRAINING

Long Description: 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 = 4 hours. This class is provided by instructor-led webinar.

Part Number: RMS-CUST-MOD

Description: RMS CUSTOM MODIFICATIONS - INTERFACE TO DIGITICKETS (One Way Citation Import)

Long Description: SunGard has requested the DigiTickets API (application programming interface) documentation to confirm the functionality being offered. This is a cost estimate until SunGard is able to confirm the API. If the DigiTickets API doesn't work similar to what is proposed here, additional costs may be required.

SunGard is proposing a one way citation import from the DigiTickets citation system and the SunGard ONESolution RMS. SunGard is expecting that DigiTickets will provide a daily export file that contains all citations for the previous day. This file will be in an ASCII Text format or XML format. The file will be deposited in a directory on the ONESolution RMS server by DigiTickets. The import process will be initiated by a user clicking a button within the RMS Citation module. Violator names must be added to or matched with a name in the RMS master name table. SunGard will first perform an automatic comparison to locate a matching name based on specific criteria (name, DOB, OLN, etc.), if no match is found, the user will interactively candidate the name before the citation will be imported. Code tables such as eye color, hair color, statutes/violations must either match in the two systems (identical codes) or the customer must manually enter the vendor code in the translation field provided for each statute/code. SunGard requires each citation to have a unique citation number. SunGard will not import a citation in the source file if a record already exists in RMS with the same citation number.

Variance to the above functionality description once the DigiTickets API documentation is provided/reviewed may result in additional costs.

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

Part Number: RMS-PROF-ADD-IMPL

Description: Digitickets Interface Implementation

Long Description: one day of services for testing and verification of digitickets interface once it is installed in the customer environment

Part Number: RMS-PROJ-MGNT

Description: PROJECT MANAGEMENT DigiTickets Interface

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

Part Number: RMS-PROF-ADD

Description: DATA CONVERSION

Long Description: This proposal includes converting of legacy data from the clients' legacy system (Global RMS) into the following ONESolution RMS modules:

- Master Names
- Arrests
- Incidents (including related IBR/UCR property and master vehicles)
- Case Management
- Calls for Service
- Property and Evidence

The pricing provided does not include professional services costs for setup of the conversion environment; training or AIC assistance with conversion activities; conversion project management or any travel costs/budget for any onsite data conversion activities desired. The quoted price is an estimate as is subject to change once a comprehensive analysis has been performed on the legacy data.

Data conversion services are proposed for conversion of legacy data from a single agency and assumes all data is converted from a single source. Pricing is based on the assumption that the customer will provide SunGard with a complete copy of the source data in one of the following formats (listed in order of preference): SQL Database Backup, DBF, Access database, Excel or delimited text file. Unless stated otherwise, source data provided in any other format may require additional funding. Legacy data will be converted into corresponding elements in the SunGard database. Where there is no directly corresponding element in the ONESolution product the legacy data may be stored in a notes area for the appropriate module or as an external attachment to the original record. SunGard will provide guidance throughout the conversion to determine the most appropriate and reasonable place to convert such data depending on how the data may need to be accessed, searched and used for forward functionality. New data elements will not be created in the SunGard database to match data elements in the legacy system. Data that does not fit within the constraints of the structure of the SunGard database must be translated, truncated or an alternate conversion approach (such as storing the data in notes or as an attachment to the original record) must be identified. Unless specifically proposed in a properly executed custom development contract SunGard will not adjust the existing database structure to fit legacy data. The final scope, including specific details regarding mapping and translation of legacy data and a timeline for completion of the conversion will be documented in a separately, mutually agreeable and properly executed statement of work. After a full data analysis, the SunGard data conversion developer will work with the customer to develop the statement of work for the conversion which will become the binding agreement for specific conversion deliverables and final acceptance of converted data.

All data conversions are performed on a modular basis. This means that data is not converted "all at once" but instead, module by module with quality review between modules. We will work with customer data experts as required to define the mapping of data elements between systems. After mapping and translation is complete SunGard will design, code, test and deliver conversion results for each included module into a dedicated environment for review by the customer. SunGard cannot make assumptions regarding the translations or correctness of customer data. Therefore the Customer maintains ultimate responsibility for confirming the accuracy of all converted data and agrees to provide translations for data as required (with SunGard guidance and direction) to complete the conversion. Translation data must be returned to SunGard before conversion can begin and within 10 business days of receipt of the data to be translated in order to maintain the projected timeline. The customer must also dedicate resources as necessary to review the converted data and record adjustments needed for the entire data set uploaded during each iteration. The goal of review and feedback is to ensure that all issues are compiled in a single list, per module, to ensure efficiency and the best possible quality conversion result. The document showing adjustments required must be returned to SunGard within 10 business days after delivery of the data for review. After 10 days, if no feedback has been received that identifies problems to be corrected, the quality of data for the current iteration/module is considered accepted as delivered and the next iteration begins. If there is no customer response, after 60 days of repeated requests, the project may be closed and SunGard resources dedicated to the project may be released. Should this occur, the conversion project must be re-planned and restarted, which will result in additional costs for conversion effort. This proposal includes a limited number of review and feedback iterations. Up to 3 (three) iterations of upload, review and feedback, per module, are included in the pricing provided. Adjustments will be made between each data upload to achieve the best result possible. Designated customer representatives must provide written acceptance of the data for each module in the conversion environment prior to delivery of converted data into the final environment. The final (fourth) data upload is for customer acceptance of the converted data in its permanent database destination. Unless otherwise specified, the proposal includes final conversion into an archive environment hosted on customer provided equipment. Should the conversion require more than 3 iterations for any given module, to correct issues that could have been identified by more thorough customer review or more timely customer feedback, then the effort for those iterations will be billed on an hourly basis at the current SunGard rate for data conversion services. At the time of this proposal, that rate is USD \$200 per hour, but is subject to change without notice. On an average basis the effort for additional conversion iterations is approximately 12 hours per module.

Conversion of data to any module not listed in this proposal or conversion of data from additional systems is specifically excluded and will require additional analysis, scope, definition and pricing.

It is understood that some minor data manipulation during the conversion may be expected to "clean-up" legacy data that may not be suitable for conversion as-is. Requests for data cleanup must be limited to items of large scale or issues that affect a significant

number of records and can be addressed in a systematic manner. Effort is not included to address multiple, one-off, discrete or unusual occurrences of specific mistakes in the legacy data. Proactive identification of data anomalies, discussion of business rules and relationships between legacy data elements will support a conversion with the best possible quality and help maintain the timeline for delivery of the conversion.

Ongoing maintenance for conversion issues is not unlimited. The process proposed includes multiple opportunities to identify and correct issues with converted data during the iterative cycles of review and feedback. Therefore, SunGard will provide support for newly reported issues of problems with converted data for a period of 60 days following the product go-live date. Any issue reported after the 60 day support period will require additional analysis, a written definition of scope of work and is subject to additional costs. Requests for conversion support more than 60 days after go-live should be initiated through your SunGard account executive.

Part Number: RMS-PROJ-MGNT

Description: PROJECT MANAGEMENT FOR RMS

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

Part Number: RMS-PROF-ADD-IMPL

Description: DATA CONVERSION IMPLEMENTATION

Long Description: Data Conversion Implementation: Four days of services to set up data conversion test environment and review test data for each module to be converted.

Pay Agency & Pay Agency related SunGard Public Sector services

Part Number: HWR-SERV-VM-R

Description: Virtual Host Server

Long Description: Dell PowerEdge R720xd

- (2) Intel® Xeon® E5-2630 2.30GHz, 15M Cache, 7.2GT/s QPI, Turbo, 6C, 95W, Max Mem 1333MHz
- (2) 32GB LRDIMM, 1333 MT/s, Low Volt, Quad Rank, x4 Data Width
- PERC H710P Integrated RAID Controller, 1GB NV Cache
- Chassis for Up to TwentyFour 2.5-Inch Hard Drives
- (24) 146GB 15K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive
- Broadcom 5720 QP 1Gb Network Daughter Card
- Dual, Hot-plug, Redundant Power Supply (1+1), 750W
- (2) NEMA 5-15P-C14 Wall Plug, 125V, 15A, 10 Ft. Power Cords for Redundant PSUs
- (2) C13 to C14, PDU Style, 12 AMP, 13 Ft., Power Cords for Redundant PSUs
- iDRAC7 Express
- ReadyRails™ Sliding Rails With Cable Management Arm
- Rack Bezel
- 3 Year ProSupport 4HR 7x24 Onsite: Non Mission Critical

* This server is configured to use local hard drives. In the future, when connecting to the customer's SAN environment, additional hardware may be required.

Part Number: THP-VMWARE-STD

Description: VMware vSphere Standard Edition

Long Description: VMware vSphere 5.1 Standard Edition for 1CPU includes the following:

- vSphere Hypervisor
- 8-Way vSMP
- vStorage APIs
- Update Manager
- Thin Provisioning
- High Availability
- vMotion
- vShield Zones
- vShield Endpoint
- Replication
- Hot Add
- Fault Tolerance
- Storage vMotion

Licensing is for stand alone installations. If adding to an existing VMware environment, a different licensing model may be needed, depending on VMware options deployed within the environment.

Part Number: THP-VMWARE-STD-PD3

Description: vSphere Standard Production Support - 3Yr

Long Description: VMware vSphere Production SnS for Standard - 3 years.

Part Number: THP-MS-WINSVRDCNTR

Description: Windows Server 2012 Datacenter Edition

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

Part Number: THP-MS-SQLSTD-2COR

Description: Microsoft SQL Server 2012 Standard Edition Core License Pack

Long Description: Microsoft SQL Server 2012 Standard Edition Core license pack for 2 CPU-Cores. A minimum purchase of two core licenses is required and allows for unlimited SQL connections. Physical servers will need licenses equivalent to the number of cores on all Processors. Virtual implementations will need licenses equivalent to the number of cores allocated to the SQL VM.

Part Number: TCH-INSTALL-VM

Description: Implementation Services for Virtualization Software

Long Description: SunGard's VMware Implementation Services include:

- Server Hardware Configuration and initialization
- Installation and configuration of VMware Host software
- Installation and configuration of Windows Server Guest software
- Hardware Ownership Transfer

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

Part Number: HWR-P&E-HWRKIT

Description: P&E Bar-Coding Kit

Long Description: Property and Evidence Barcode Scanning Solution

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

Part Number: TCH-INSTALL-BRCD

Description: Implementation Services for Bar Coding Hardware

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

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: THP-PAGEGATE

Description: PageGate Network Paging Software

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

The Customer is responsible for the following:

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

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

Part Number: THP-PAGEGATE-CNCTR

Description: PageGate Connector

Long Description: Additional Connector Software for PageGate. Additional Connectors are recommended for customers that have more than 10 page recipients. One connector should be added for every 10 users on the system.

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

Part Number: TCH-INSTALL-ONSITE

Description: On-Site Installation for Application Servers

Long Description: The SunGard Onsite Implementation Services include:

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

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

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

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.

GENERAL PROJECT CONDITIONS SUPPLEMENT

General Project Conditions - Applies to Entire Project

- Item 1:** This Agreement is based on the assumption that a Windows 2000 or higher Domain is already in place and functional. If this is not the case, the Customer is required to provide all necessary equipment and services for such implementation.
- Item 2:** The Customer shall provide a certified TCP/IP network with all communications equipment and any other required components. The cabling of this network, installation of punch down panels, hubs, routers, etc. will be the responsibility of the Customer. Additionally, the Customer is responsible for acquiring software that is needed for monitoring and maintaining the network. Customer must provide remote access to its facility using a SunGard Public Sector approved remote access client so that SunGard Public Sector can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for SunGard Public Sector staff and each session participant.
- Item 3:** SunGard Public Sector always recommends the highest performance connection for all LAN and WAN connections. Listed below are SunGard Public Sector's recommendations in order of highest throughput:
- a. 1 Gb CAT5 (LAN) or Fiber (WAN)
 - b. 100 Mb CAT5 (LAN) or Fiber (WAN)
 - c. 10 Mb CAT5 (LAN) or Fiber (WAN)
 - d. Line of Site Technology
- Item 4:** If applicable, all RMS/JMS Workstations must be connected to a 10 Mb/sec or faster TCP/IP LAN. SunGard Public Sector recommends a 100 Mb/sec Switched LAN for optimum performance.
- Item 5:** If applicable, all CAD Workstations must be connected to a dedicated 100 Mb/sec switched TCP/IP LAN.
- Item 6:** The Customer is responsible for the physical placement of all CAD and/or RMS/JMS workstations and certifying that they are operational on the Customer's network. SunGard Public Sector will load our CAD and/or RMS/JMS software on up to five (5) CAD and/or RMS/JMS workstations and train the Customer on the loading process.
- Item 7:** SunGard Public Sector's CAD Application Software interfaces with the E911 telephone switch via an RS-232 Serial Cable. The Customer must provide this cable (with accurate pin-outs) to connect their E911 ALI Controller's CAD Port to the SunGard Services Workstation's serial port. The maximum length of this cable is 50 feet. In the event that a single CAD Server is servicing multiple communication centers (one CAD Server and multiple E911 ALI sources), a SunGard Public Sector Services Workstation will be required for each PSAP for proper ALI functionality. The Customer must also provide SunGard Public Sector with accurate ALI interface data formats from their E911 Vendor.

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

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

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

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

Item 11: Virtual Environment Platform

Infrastructure Overview.

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

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

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

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

SunGard Public Sector will use commercially reasonable efforts to investigate potential issues with OSSI software running in conjunction with VMware. Where issues are confirmed to be unrelated to the VMware software, SunGard Public Sector will support its software in a manner that is consistent with support provided when that software is running natively under the host operating system. Required and/or optional software vendors may not support VMware software. These vendors may require the issue to be reproduced independently from VMware software.

PAY AGENT SUPPLEMENT

1. Additional Definitions. "Pay Agency Products" means the products and services of those vendors (in each case, a "Vendor") that are identified in an Exhibit 1 (the "Pay Agency Products").
2. Pay Agent Designation. Customer designates SunGard Public Sector as Customer's pay agent for data processing related purchases and acquisitions, for the sole and exclusive purpose of allowing SunGard Public Sector, on behalf of Customer, to make payment to each Vendor for Customer's procurement of the Pay Agency Products under the terms and conditions of agreements (each a "Vendor Agreement") to be executed and made by and between Customer and Vendor. Customer covenants and agrees that it will promptly take all actions reasonably necessary to effect such designation of SunGard Public Sector as Customer's pay agent as provided for in this Section 2; and SunGard Public Sector covenants and agrees that, promptly after receipt of payment from Customer, SunGard Public Sector will make payment to each Vendor for Customer's procurement of the Pay Agency Products.
3. Pay Agency Products Procurement. SunGard Public Sector will, as soon as reasonably practicable, obtain for Customer, as Customer's pay agent, the Pay Agency Products from the Vendor, FOB Vendor's place of business, for use by Customer in each instance pursuant to the applicable Vendor Agreement. SunGard Public Sector will remit payments made to SunGard Public Sector by Customer promptly upon customary terms for the Pay Agency Products to the Vendor on behalf of Customer. **CUSTOMER IS HEREBY ADVISED THAT VENDOR, AND NOT SUNGARD PUBLIC SECTOR, ASSUMES ALL RESPONSIBILITY FOR AND LIABILITY IN CONNECTION WITH THE PAY AGENCY PRODUCTS. SUNGARD PUBLIC SECTOR IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ARE BINDING UPON VENDOR OR TO ENGAGE IN ANY OTHER ACTS THAT ARE BINDING UPON VENDOR, EXCEPTING SPECIFICALLY THAT SUNGARD PUBLIC SECTOR IS AUTHORIZED TO REPRESENT THE FEES FOR THE PAY AGENCY PRODUCTS AS THE SAME IS PROVIDED FOR IN EXHIBIT 1 AND TO ACCEPT PAYMENT OF SUCH AMOUNTS FROM CUSTOMER ON BEHALF OF VENDOR. IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE DEEMED TO HAVE TAKEN TITLE OR ANY SIMILAR RIGHT OR INTEREST IN OR OF ANY PAY AGENCY PRODUCTS IN THE CHAIN OF DISTRIBUTION TO CUSTOMER, AND TITLE OR SUCH SIMILAR RIGHT OR INTEREST IN OR TO THE PAY AGENCY PRODUCTS WILL BE DEEMED TO VEST IN CUSTOMER ONLY AS OTHERWISE PROVIDED FOR IN THE VENDOR AGREEMENT.**
4. Term of Pay Agency. SunGard Public Sector's status as Customer's pay agent will expire promptly after SunGard Public Sector remits payment of the Pay Agency Products license fee to Vendor on behalf of Customer.
5. Disclaimer of Warranties. Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE PAY AGENCY PRODUCTS. ALL WARRANTIES (IF ANY) ARE PROVIDED TO CUSTOMER BY VENDOR. SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
6. 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.

DATA ACCESS SUBSCRIPTION SUPPLEMENT

1. Additional Definitions.

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

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

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

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

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

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

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

- a. For the term provided for in Section 2(b) below, Customer will have the right to access the Server to participate in and use the Data Sharing Network. Customer's subscription to use the Data Sharing Network (the "Subscription") permits Customer to send queries and to receive information from Agency Databases made available by other participating Agencies. In connection with the Subscription:
 - i. User may create on-line or printed reports of information retrieved from Agency Databases, and reproduce, reformat, print, display and distribute internally such reports, consistent with User's normal internal procedures.
 - ii. Notwithstanding the foregoing, User is prohibited from copying, distributing or displaying any information obtained from the Data Sharing Network for commercial sale, redistribution, broadcast or transfer, or to otherwise use such information in breach of any duty of confidentiality or privacy; and further, User is prohibited from allowing any other person or entity from using the information in any manner that is prohibited by the terms of this Supplement.
 - iii. User shall not, nor authorize or enable anyone else to, access the Server or use the Software or Data Sharing Network except as expressly permitted in this Supplement.

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

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

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

5. User Responsibilities.

- a. User is responsible for procuring, installing, and operating the individual computers used to access the Server, for providing a proper physical environment and remote access for such computers, for obtaining and installing an SunGard Public Sector-approved firewall and security system, for securing a dedicated Internet connection sufficient to meet User's data access needs and for providing such training and ongoing support services for individual users.
- b. User is solely responsible for adopting and maintaining procedures and security measures in connection with its use of the Data Sharing Network, any Agency Databases that it maintains, and in connection with any Agency Databases that it accesses. SunGard Public Sector has no responsibility and/or liability whatsoever for any: (1) security breaches or unauthorized access to the Data Sharing Network or to User's system, (2) interruption, delay, errors, or omissions of or in any Agency Database, or the results thereof, including (without limitation) examination and confirmation of data prior to use thereof, (3) provision for identification and correction of errors and omissions, (4) preparation and storage of backup data, and (5) replacement or reconstruction of lost or damaged data or media. User is advised to maintain alternative procedures for obtaining, as needed, information otherwise available through the Data Sharing Network.

- c. User is responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any information or data obtained through the Data Sharing Network, including without limitation any confidentiality or privacy requirements.
- d. User shall not permit any third party to access or use the Software provided by SunGard Public Sector, nor shall User decompile, disassemble or reverse engineer any of the Software or data structures utilized by the Data Sharing Network or permit any third party to do so.
- e. User warrants and represents that it has sufficient right and authority to grant SunGard Public Sector and other users access to its Agency Databases, to cooperate with SunGard Public Sector, as necessary, in the performance of this Agreement and to authorize and permit SunGard Public Sector to perform all work required to allow the Data Sharing Network access to User's Agency Databases (if applicable according to Section 6).

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

SOFTWARE MAINTENANCE SUPPLEMENT

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

1. Additional Definitions.

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

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

"Defect" has the meaning ascribed to that term in the License and Services Agreement to which this Maintenance Supplement is a part of, and further, with regard to each Custom Modification, means a material deviation between the Custom Modification and the SunGard Public Sector-generated specification and documentation for such Custom Modification, and for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

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

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

"Maintenance" means using

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

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

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

3. Services.

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

b) Limitations. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License and Services Agreement Supplement to which this Maintenance Supplement is a part of, and this Maintenance Supplement. SunGard Public Sector's obligation to provide Customer with Improvements for Baseline Component Systems owned by parties other than SunGard Public Sector is limited to providing Customer with the Improvements that the applicable third party owner provides to SunGard Public Sector for that Baseline Component System. Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations under this Maintenance Supplement, including remote access to the

Equipment.

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 second Contract Year. For each Contract Year subsequent to the second Contract Year, SunGard Public Sector reserves the right to increase the Improvements fees. Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year for that Baseline Component System/Custom Modification.

b) Additional Costs. Customer will also reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with Improvements under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by the SunGard Public Sector Travel Expense Guidelines attached hereto as Exhibit 2 and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice. Customer will also reimburse SunGard Public Sector for all charges incurred in connection with accessing Equipment.

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

d) Late Charges. Customer will pay each SunGard Public Sector invoice by no later than thirty (30) days after receipt. Late payments are subject to a late charge equal to the lesser of: (i) the prime lending rate

established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); or (ii) the highest rate permitted by applicable law.

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

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

6. Disclaimer of Warranties. Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS MAINTENANCE SUPPLEMENT, AND THAT SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN**

MODIFIED BY ANYONE OTHER THAN SUNGARD PUBLIC SECTOR, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.

7. Termination. A party has the right to terminate this Maintenance Supplement if the other party breaches a material provision of this Maintenance Supplement. Either party has the right to terminate this Maintenance Supplement at any time while an event or condition giving rise to the right of termination exists. To terminate this Maintenance Supplement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, then the party seeking to terminate this Maintenance Supplement can effect such termination by providing the other party with a termination notice that specifies the effective date of such termination. Termination of this Maintenance Supplement will be without prejudice to the terminating party's other rights and remedies pursuant to this Maintenance Supplement.

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 MAINTENANCE SUPPLEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR FOR THE IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.

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

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

Appendix 1
TO THE SOFTWARE MAINTENANCE SUPPLEMENT

Maintenance Standards

- I. Hours During Which SunGard Public Sector’s Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in Exhibit 1, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer’s Local Time within the continental United States, excluding holidays (“5x9”).
- II. Targeted Response Times.** With respect to SunGard Public Sector’s Maintenance obligations, SunGard Public Sector will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Baseline Component Systems/Custom Modifications identified in Appendix 1 of this Agreement in accordance with the following guidelines with the time period to be measured beginning with the first applicable SunGard Public Sector “Telephone Support” hour occurring after SunGard Public Sector’s receipt of the Notification:

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

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

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

EXHIBIT 2

SUNGARD PUBLIC SECTOR TRAVEL EXPENSE GUIDELINES

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

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

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

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

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

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

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

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

MEALS

\$52.00 per day Standard Per Diem

\$10.40 – Breakfast

\$13.00 – Lunch

\$28.60 – Dinner