

# CITY OF MERCED

"Gateway to Yosemite"



August 11, 1994

Attn: Cindy Dobson  
New World Systems  
3270 West Big Beaver Road, Suite 300  
Troy, Michigan 48084

Dear Ms. Dobson:

Enclosed is a duly executed copy of a software license and services agreement, dated July 13, 1994, with the City of Merced for the Merced Police Department.

Sincerely,

*Carol Brigaman*

Carol Brigaman  
Records Clerk

cc: City Attorney  
Police Department  
Information Systems  
Finance (2)  
Purchasing  
w/Enclosure



July 12, 1994

## STANDARD SOFTWARE LICENSE AND SERVICES AGREEMENT

This *Standard Software License and Services Agreement* which includes the attached Exhibits ("this Agreement") is between New World Systems Corporation ("New World"), a Michigan Corporation and the City of Merced, California ("Customer"). This Agreement sets forth the terms and conditions under which New World will furnish the Licensed Products and will provide certain services described herein to Customer.

The attached Exhibits include:

- Exhibit A . . . . . LICENSED STANDARD SOFTWARE AND FEES
- Exhibit B . . . . . INSTALLATION AND TRAINING SUPPORT SERVICES AND FEES
- Exhibit C . . . . . STANDARD SOFTWARE MAINTENANCE AGREEMENT
- Exhibit D . . . . . NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES
- Exhibit E . . . . . DEMONSTRATION SITE DISCOUNT

By signing below, each of us agrees to the terms and conditions of this Agreement together with the attached Exhibits. This Agreement contains the complete and exclusive statement of the agreement between us relating to the matters referenced herein and replaces any prior oral or written representations or communications between us. Each individual signing below represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

### ACKNOWLEDGED AND AGREED TO BY:

**NEW WORLD SYSTEMS CORPORATION**  
(New World)

By: Larry D. Weinberger  
Larry D. Weinberger, President

Date: 7-13-94

**CITY OF MERCED, CALIFORNIA**  
(Customer)

By: James G. Marshall  
Authorized Signature, Title  
James G. Marshall, City Manager

By: Steven F. Nord  
Authorized Signature, Title  
Steven F. Nord, City Attorney

Date: 8/16/94

This Agreement is effective upon the last date as shown on this cover page.

940059  
FUNDS/ACCOUNTS VERIFIED  
360000  
FINANCE OFFICE  
DATE 8/16/94

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Annual maintenance fees subject to appropriation by City Council.

**I. DEFINITIONS. The following terms as defined below are used throughout this Agreement:**

1. **"Licensed Standard Software":**  
The current version of **New World** standard and development application software package(s) (in machine readable code and, if applicable, the related source code) listed on Exhibit A. **"Development Software"** is standard application software currently under development by **New World** which, if applicable, will be completed and delivered to **Customer** as Licensed Standard Software during the term of this Agreement.
2. **"Upgrades":**  
Any enhanced and/or improved versions of the Licensed Standard Software provided as Licensed Standard Software under Exhibit C of this Agreement and released after the execution of this Agreement.
3. **"Licensed Custom Software":**  
Any software (programs or portions of programs) developed by **New World** specifically for **Customer's** own use.
4. **"Licensed Software":**  
The Licensed Standard Software (including any Development Software), Upgrades, and Licensed Custom Software provided under this Agreement.
5. **"Licensed Documentation":**  
**New World** User Manuals which includes the current specifications for the Licensed Standard Software and other written instructions relating to the Licensed Software (such as Product Bulletins, installation instructions, and training materials).
6. **"Authorized Copies":**  
Except as provided in Section II, subparagraph 1.3, the only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined in this Paragraph. They are:
  - (i) the single copy of the Licensed Software and the related Licensed Documentation delivered by **New World** under this Agreement; and
  - (ii) any additional copies made by **Customer** as authorized in Section II, subparagraph 1.2.
7. **"Licensed Products":**  
The Licensed Software, the related Licensed Documentation, and the Authorized Copies of the foregoing.
8. **"Customer Liaison":**  
A **Customer** employee assigned to act as liaison between **Customer** and **New World** for the duration of this Agreement. Within ten (10) days of execution of this Agreement, **Customer** shall notify **New World** of the name of the Customer Liaison.
9. **"SSMA":**  
The **New World** Standard Software Maintenance Agreement as set forth in Exhibit C.
10. **"Computer":**  
The single IBM AS/400 model 300-2041 processor, to be located at:  
City of Merced  
678 West 18th Street  
Merced, CA 95340  
**Customer** shall identify in writing the serial number of the Computer within ten (10) days of receipt of the Computer or within ten (10) days of execution of this Agreement, whichever is later. If the Computer is to be relocated, **Customer** shall notify **New World** of the new location in writing prior to the relocation.
11. **"Confidential Information":**  
Information disclosed or obtained by one party in connection with, and during the term of, this Agreement and designated as "Confidential" by the party claiming confidentiality at the time of disclosure. Confidential Information does not include any information which was previously known to the other party without obligation of confidence or without breach of this Agreement, is publicly disclosed either prior or subsequent to the other party's receipt of such information, or is rightfully received by the other party from a third party without obligation of confidence.

**II. GENERAL TERMS AND CONDITIONS**

**1.0 SINGLE USE LICENSE.**

- 1.1 In consideration of **Customer's** payment of the license fees specified in Exhibit A and the applicable custom software fees, if any, **New World** grants **Customer** a nontransferable and nonexclusive license to use the Licensed Software only on the Computer and only for its internal processing needs. Once **Customer** has fully paid the license fees for the Licensed Software, **Customer** shall have the right and license to use, enhance, or modify the Licensed Software only for **Customer's** own use and only on the Computer. In accordance with the payment plan(s) on the attached Exhibits, **New World** will deliver to **Customer** one copy of each application of the Licensed Software (in machine readable form compatible with the specified operating environment) on storage media supplied by **Customer** and one copy of the related Licensed Documentation.
- 1.2 In order to assist **Customer** in the event of an emergency, **Customer** is permitted to make up to two (2) back up copies on magnetic media of each application of the Licensed Software and one back up copy of the related Licensed Documentation. These Authorized Copies may be stored off-site away from **Customer's** premises as specified in the Definitions so long as they are kept in a location secure from unauthorized use. **Customer** or anyone obtaining access through **Customer** shall not copy, distribute, disseminate, or otherwise disclose to any third party the Licensed Products or copies thereof in whole or in part, in any form or media. This restriction on making and distributing the Licensed Products or copies of any Licensed Product, includes without

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limitation, copies of the following:

- (i) Program libraries, either source or object code;
- (ii) Operating control language;
- (iii) Test Data, sample files, or file lay outs;
- (iv) Program Listings; and
- (v) Licensed Documentation.

- 1.3 Upon written request by **Customer**, and with written permission by **New World**, additional Authorized Copies may be made for **Customer's** internal use only.

## 2.0 OWNERSHIP.

- 2.1 The Licensed Products and all copyright, trade secrets and other proprietary rights, title and interest therein, remain the sole property of **New World** or its licensors, and **Customer** shall obtain no right, title or interest in the Licensed Products by virtue of this **Agreement** other than the nonexclusive, nontransferable license to use the Licensed Products as restricted herein.
- 2.2 The license to use any Licensed Custom Software provided under this **Agreement**, if any, is included in this license. **New World** shall have the right to use any data processing ideas, techniques, concepts, and/or know-how acquired by it in the performance of services under this **Agreement** including the development of Licensed Custom Software for the advancement of its own technical expertise and the performance of other Software License and Service Agreements or any other applicable agreements. **New World** shall have, without restriction, the right to use all programs, procedures, information, and techniques that are publicly available, obtained or obtainable from third parties and/or developed independently by **New World** without specific reference to **Customer's** organization.

## 3.0 CORRECTION AND SOFTWARE MAINTENANCE ON STANDARD SOFTWARE

- 3.1 As a part of this **Agreement**, **Customer** is also obtaining an SSMA (see Exhibit C). **New World** provides software correction service and maintenance for the Licensed Standard Software via the SSMA. See Exhibit C for a description of the services available, the applicable fees and procedures, and the SSMA start date.

## 4.0 WARRANTIES

- 4.1 **New World** warrants that the Licensed Standard Software will perform as specified in its user manuals based on the then-current release of the Licensed Standard Software.
- 4.2 **New World** warrants that it possesses the necessary intellectual rights to license to **Customer** the Licensed Software provided hereunder.

The foregoing warranties do not apply if the Licensed Product(s) have been modified by any party other than **New World**. **New World** does not warrant that the features or functions of the Licensed Software will meet **Customer's** requirements or in any combination or use **Customer** selects. EXCEPT AS SPECIFICALLY PROVIDED IN THIS PARAGRAPH 4.0, NEW WORLD MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE LICENSED PRODUCTS' CONDITION, ITS MERCHANTABILITY, ITS FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

## 5.0 INSTALLATION AND TRAINING SUPPORT SERVICES

- 5.1 As provided for in Exhibit B and concurrent with timely payments, **New World** shall make available to **Customer** qualified representative(s) who will provide installation and training support services for each application of the Licensed Software delivered. See Exhibit B for a description of the services provided and the applicable fees and procedures.

## 6.0 CUSTOMER LIAISON AND CUSTOMER RESPONSIBILITIES

The successful implementation of the Licensed Products into **Customer's** environment requires **Customer's** commitment to and cooperation in the implementation process. Accordingly, **Customer** hereby agrees to the following:

- 6.1 **Customer** understands that the Licensed Software is designed to run in a specified operating environment which includes hardware, software and related equipment not provided by **New World**.

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**Customer** is responsible for assuring that the appropriate hardware equipment, the related components and all cabling are installed timely and are suitable for the successful installation of the Licensed Software.

- 6.2 **Customer** agrees to provide the management interface and support necessary to successfully complete the implementation of the Licensed Software. This support includes upper level priority setting and timely involvement during and after a change in **Customer's** organization, **Customer's** operations and/or after changes in **Customer's** internal policies or procedures which directly affect the software implementation.
- 6.3 **Customer** shall assign an upper level employee to serve as the Customer Liaison for the duration of the Licensed Software implementation. If **Customer** must replace the Customer Liaison for reasons beyond its control, **Customer** will assign a new Customer Liaison as soon as reasonably possible. **New World** is not responsible for any delay caused directly or indirectly by the reassignment of the Customer Liaison. In addition to other duties and responsibilities, the Customer Liaison shall:
- (i) provide timely answers to **New World's** requests for information;
  - (ii) coordinate a mutually agreeable training schedule;
  - (iii) have authority to sign for and obligate **Customer** to any matters relating to service requests, design documents, performance test documents and/or delivery and service dates;
  - (iv) in situations where **Customer** participation is required, provide timely input for systems definition, detail design, and use of the software system.
- 6.4 **Customer** is responsible for creating and maintaining its master files, tables and the like which includes accurate data entry, accurate file editing and overall file control to assure successful systems performance.
- 6.5 **Customer** shall provide qualified personnel with sufficient back up to be trained to use the Licensed Software and to interpret the output. Applying the output information in **Customer's** environment is **Customer's** sole responsibility.

#### **7.0 BILLING AND AS/400 MODEL UPGRADE CHARGES**

- 7.1 The attached Exhibits set forth the manner in which fees and payments shall be allocated and made under this **Agreement**. Past due amounts are subject to a service charge of 1.5% per month, which charge **Customer** agrees to pay. To the extent **Customer** imposes additional requirements on **New World** for services other than those expressly provided in this **Agreement**, **New World** retains the right to make additional price adjustments and/or any other adjustments which may be necessitated. Before performing these additional services, **New World** will notify **Customer** that the services are subject to additional charge.
- 7.2 If **Customer** upgrades the computer model of its AS/400 Computer, at the time of the upgrade, **Customer** agrees to pay the difference between the standard software charges for the present AS/400 model (see Section I, definition number 10) and the then-current standard software charges for the upgraded AS/400 model. SSMA fees shall be increased according to the upgraded AS/400 charges on the next annual billing date after the upgrade occurs. With said payments, the license provided in Section II, Paragraph 1.0 transfers to permit **Customer's** use of the Licensed Software on the upgraded AS/400 model.
- 7.3 **Customer** shall notify **New World** when AS/400 models will be upgraded and will pay the upgrade fees promptly when invoiced.

#### **8.0 NON-RECRUITMENT OF PERSONNEL**

- 8.1 During the term of this **Agreement** and for twenty-four (24) months thereafter, each party agrees not to solicit or hire current or former employees of the other without the other's prior written consent.

#### **9.0 CONFIDENTIAL INFORMATION/NON-DISCLOSURE AGREEMENT**

- 9.1 Subject to the requirements of the Freedom of Information Act (FOIA) and/or other comparable applicable state law, each party shall hold all Confidential Information in trust and confidence for the party claiming confidentiality and not use such Confidential Information other than for the benefit of that party. The other party agrees not to disclose any such Confidential Information, by publication or otherwise, to any other person or organization.

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9.2 **Customer** hereby acknowledges and agrees that all Licensed Products are Confidential Information and proprietary to **New World**. In addition to the other restrictions set forth elsewhere in this **Agreement** or otherwise agreed to in writing, **Customer** agrees to implement all reasonable measures to safeguard **New World's** proprietary rights in the Licensed Products, including without limitation the following measures:

- (i) **Customer** shall only permit access to the Licensed Products to those employees who require access and only to the extent necessary to perform **Customer's** internal processing needs.
- (ii) With respect to agents or third parties, **Customer** shall permit access to the Licensed Products only after **New World** has received, approved and returned a fully executed Non-Disclosure Agreement to **Customer** (see Exhibit D). **New World** reserves the right to reasonably refuse access to a third party after it has evaluated the request. **Customer** agrees to provide information reasonably requested by **New World** to assist **New World** in evaluating **Customer's** request to permit third party access to the Licensed Products. In addition to any other remedies, **New World** may recover from **Customer** all damages and legal fees incurred in the enforcement of this provision on third party access;
- (iii) **Customer** shall cooperate with **New World** in the enforcement of the conditions set forth in the attached Non-Disclosure Agreement or any other reasonable restrictions **New World** may specify in writing in order to permit access;
- (iv) **Customer** shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials; and
- (v) **Customer** shall not attempt to disassemble, decompile or reverse engineer the Licensed Software.

9.3 **Customer** agrees that in addition to any other remedies that may be available at law, equity or otherwise, **New World** shall be entitled to seek and obtain a temporary restraining order, injunctive relief, or other equitable relief against the continuance of a breach or threatened breach of this paragraph 9.0 on Confidentiality and Non-Disclosure without the requirement of posting a bond or proof of injury as a condition for the relief sought.

#### 10.0 **LIMITATION OF LIABILITY AND RECOVERABLE DAMAGES**

**New World's** entire liability and **Customer's** exclusive remedies are set forth below:

- 10.1 For any claim relating to the non-conformance or imperfection of any licensed software provided under this **Agreement**, **New World** will correct the defect so that it conforms to the warranties set forth in Section II, subparagraph 4.1; or if after repeated attempts to correct the non-conformity, **New World** is unable to correct the non-conformity, then **Customer** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below. For any other claim arising under or in connection with this **Agreement**, **Customer** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below.
- 10.2 **New World's** liability for damages, regardless of form of action, is limited to the recovery of direct damages up to the Exhibit A Licensed Standard Software fees paid to **New World**.
- 10.3 In no event shall **New World** be liable for any damages relating to **Customer's** failure to perform its responsibilities or for loss of use, revenue or profits, or for any incidental or consequential damages, even if **New World** has been advised of the possibility of such damages. If it is determined that a limitation of liability or a remedy contained herein fails of its essential purpose, then the parties agree that the exclusion of incidental and/or consequential damages is still effective.

#### 11.0 **INTEGRATION WITH U.S. COPYRIGHT ACT**

- 11.1 In addition to all other provisions provided under this **Agreement**, **Customer** agrees to be bound by and to comply with any and all provisions of the U.S. Copyright Act (*The Copyright Act of 1976, U.S.C. Sections 101-810 (1976) as amended by 17 U.S.C. Sections 101-810 (1982)*). If a provision of the U.S. Copyright Act and this **Agreement** conflict, the more restrictive of the two applies. If it cannot be determined which is the more restrictive, then the provision within this **Agreement** shall apply.

## **12.0 INDEPENDENT CONTRACTOR**

- 12.1 **New World** is an independent contractor. The personnel of one party shall not in any way be considered agents or employees of the other. To the extent provided for by law, each party shall be responsible for the acts of its own employees.
- 12.2 Each party shall be responsible for Workers' Compensation coverage for its own personnel.

## **13.0 INSURANCE REQUIREMENTS**

**New World** shall not commence work under this **Agreement** until it has obtained the insurance required under this paragraph.

- 13.1 **Workers' Compensation Insurance:** **New World** shall procure and maintain during the term of this **Agreement**, Workers' Compensation Insurance for all of its employees who engage in the work to be performed.
- 13.2 **Liability and Property Insurance--Comprehensive Form:** **New World** shall procure and maintain during the term of this **Agreement**, Liability and Property Damage Insurance in an amount not less than \$1,000,000 on account of each accident; and in an amount not less than \$1,000,000 for each accident for damage to property.
- 13.3 **Automobile Liability Insurance:** **New World** will procure and maintain during the term of this **Agreement**, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount not less than \$500,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$500,000 for each accident; and in an amount not less than \$500,000 on account for each accident for damage to property.

## **14.0 DISPUTE RESOLUTION BY ARBITRATION**

- 14.1 Except for matters in which the dispute relates to unpaid license or service fees, or a breach of the provisions set forth in Section II, Paragraphs 8.0 (employee non-recruitment) or 9.0 (non-disclosure or confidentiality), any controversy or claim arising out of or relating to this **Agreement**, or breach thereof, shall be settled in arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- 14.2 Before a demand for arbitration may be filed by either party, the management of both parties shall have met at least two times in face-to-face meetings in an effort to resolve any dispute or controversy through normal business management practices. Unless otherwise agreed to in writing, a minimum of one meeting shall take place at each party's home office location.
- 14.3 The arbitrators shall have no power or authority to add to or detract from this **Agreement** of the parties. The arbitrators shall have no authority to award damages over and above those provided for in this **Agreement** and in any event shall not exceed the limitations set forth in Section II, subparagraph 10.2, even if the remedy or limitation of liability provisions set forth in this **Agreement** shall for any reason whatsoever be held unenforceable or inapplicable.
- 14.4 Neither party nor the arbitrators may disclose the existence or results of any arbitration hereunder, except if the arbitration results in a Court imposed judgment, the non-disclosure restriction shall not be effective to the extent the matter becomes a public record.
- 14.5 Each party shall bear its own costs in preparing for and conducting arbitration, except that the joint costs, if any, of the actual arbitration proceeding shall be shared equally by the parties.

## **15.0 TERMINATION**

- 15.1 **By Customer:** If **New World** fails to provide the Licensed Software as warranted in accordance with the terms of this **Agreement**, **Customer** may at its option terminate this **Agreement** with ninety (90) days written notice as follows:
  - (i) The termination notice shall provide a detailed description (with examples) of any warranty defects claimed;
  - (ii) **New World** shall have ninety (90) days from receipt of said notice to correct any warranty

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- defects in order to satisfy the terms of this **Agreement**;
  - (iii) During the ninety day cure period, **Customer** shall apply sound management practices and use its best efforts to resolve any issues or obstacles -- including cooperating with **New World** and reassigning personnel if necessary to improve the working relationship;
  - (iv) At the end of ninety (90) days unless the termination has been revoked in writing by **Customer**, the **Agreement** terminates.
- 15.2 **By New World:** If **Customer** fails to make prompt payments to **New World** when invoiced, or if **Customer** fails to fulfill its responsibilities outlined in Section II, Paragraph 6.0, then **New World** may at its option terminate this **Agreement** with written notice as follows:
  - (i) The termination notice shall define the reason for termination;
  - (ii) If the cited reason for termination is **Customer's** failure to make prompt payment, **Customer** shall have ten (10) days from receipt of said notice to make payment in full for all outstanding invoiced payments due;
  - (iii) If the cited reason for termination is **Customer's** failure to fulfill its responsibilities, **Customer** shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this **Agreement**;
  - (iv) During the applicable cure period, **New World** will use sound management practices and its best efforts to resolve any issues or obstacles -- including the reassignment of personnel if necessary to improve the working relationship;
  - (v) At the end of the applicable cure period, unless the termination has been revoked in writing by **New World**, the **Agreement** terminates.
- 15.3 In the event of termination by either party, **New World** shall continue to provide its services, as previously scheduled, through the termination date and the **Customer** shall continue to pay all fees and charges incurred through the termination date as provided in the attached Exhibits.
- 15.4 In the event neither party terminates this **Agreement** under subparagraphs 15.1 or 15.2 above, it naturally terminates unless it is renewed at the end of the initial SSMA term as set forth in Exhibit C, except that the restricted license to use the Licensed Software on the Computer as provided hereunder is perpetual so long as all Exhibit A license fees and applicable Custom Software fees have been paid in full.
- 15.5 Upon termination, **Customer** shall return to **New World** all copies of each application of Licensed Software and related Licensed Documentation provided to **Customer** under this **Agreement** for which the Exhibit A license fees and applicable Custom Software fees have not been paid in full.
- 15.6 Nothing in this paragraph on termination is intended to infer that either party has or does not have a claim for damages.
- 15.7 The Terms and Conditions relating to non-disclosure, confidentiality and non-recruitment of personnel survive termination.

#### 16.0 **PATENT AND TRADEMARK INDEMNIFICATION**

**New World** agrees to indemnify and save the **Customer** harmless from and against any and all judgments, suits, costs, and expenses subject to the limits set forth in this **Agreement** resulting from any alleged infringement of any patent or copyright arising from the licensing of the Licensed Standard Software pursuant to this **Agreement**, provided that **Customer** has notified **New World** in writing of such allegation within thirty (30) days of the date upon which the **Customer** first receives notice thereof. **New World's** obligation to indemnify and save **Customer** harmless under this paragraph is void if the claim of infringement arises out of or in connection with any modification made to the Licensed Standard Software or any use of the Licensed Standard Software not specifically authorized in writing by **New World**.

#### 17.0 **NOTICES**

- 17.1 Notices to **Customer** shall be deemed effective when sent by Registered or Certified U.S. Mail to the business address of the **Customer**.

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- 17.2 Notices to **New World** shall be deemed effective when sent by Registered or Certified U.S. Mail to the following address (or to any other address so specified by **New World**):

New World Systems Corporation  
3270 West Big Beaver, Suite 300  
Troy, Michigan 48084-2901  
Attention: President

18.0 **GENERAL**

- 18.1 This **Agreement** is the entire agreement between the parties superseding all other communications, written or oral, between the parties relating to the subject matter of this **Agreement**. **This Agreement may be amended or modified only in writing signed by both parties.**
- 18.2 This **Agreement** is governed by the laws of the State of California and it shall be binding on the successors and assigns of the parties.
- 18.3 Failure to enforce any provision of this **Agreement** shall not be deemed a waiver of that provision or any other provision of this **Agreement**.
- 18.4 No action, regardless of form, arising out of the services performed or Licensed Products delivered hereunder, may be brought by either party more than one (1) year after the cause of action has accrued, except that an action for non-payment of fees may be brought within two (2) years of the date of the payment was due.
- 18.5 The paragraph headings which appear herein are included solely for convenience and shall not be used in the interpretation of this **Agreement**. Any provision of this **Agreement** determined to be invalid or otherwise unenforceable shall not affect the other provisions, which other provisions remain in full force and effect.

[MERCED.CON - 5GW]

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**EXHIBIT A**  
**FOR LICENSED STANDARD SOFTWARE AND FEES**

A. License Fee for LICENSED STANDARD SOFTWARE and DOCUMENTATION selected by CUSTOMER:

<u>Application Package</u>	<u>Cost</u>
1. Combined Police/Fire/EMS CAD (Multi-jurisdiction) <ul style="list-style-type: none"><li>- Unit Status Monitors and Unit Recommendations</li><li>- Geo-File Verification and Location Alerts</li><li>- Note Pads and Tone Alerts</li><li>- Hazardous Alerts</li><li>- Interface to Records</li><li>- Run Cards</li></ul>	\$48,000
2. Law Enforcement Records Software Base Package (Multi-jurisdiction) <ul style="list-style-type: none"><li>- Incident Tracking Module</li><li>- Case Processing Module</li><li>- Arrest Module</li><li>- Property Module</li><li>- Personnel/Education Module</li><li>- Computer Aided Investigations Module</li><li>- UCR (Federal Requirements) Module</li><li>- Wants and Warrants Module</li><li>- Traffic Tickets and Citations Module</li><li>- Accidents Module</li><li>- Business Registry Module</li><li>- AS/400 Word Processing Interface</li></ul>	30,000
3. Additional Law Enforcement Records Software <ul style="list-style-type: none"><li>- Field Investigations Module</li><li>- Gun Permits Module</li><li>- Case Management Module</li><li>- Bicycles Module</li><li>- Pawn Shops Module</li><li>- Alarms Tracking and Billing Module</li><li>- Bookings Module</li><li>- Index Cards Module</li><li>- Career Criminal Apprehension Module</li></ul>	5,000 5,000 5,000 5,000 5,000 6,000 6,000 6,000 6,000
4. State Compliance Software <ul style="list-style-type: none"><li>- State of California Law Enforcement Records Compliance Module; includes:<ul style="list-style-type: none"><li>- BCS Magnetic Reporting</li><li>- State of California Accident Reporting</li></ul></li></ul>	<u>6,000*</u>

\* Will be available for installation and testing in the  
4th quarter of 1994.

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**Exhibit A/LICENSED STANDARD SOFTWARE AND FEES**  
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LICENSE FEE TOTAL:	\$133,000
LESS CREDIT FOR S/38 SOFTWARE PREVIOUSLY LICENSED:	(109,000)
<b>TOTAL LICENSE FEES:</b>	<b><u>\$24,000</u></b>

**B. License Fee Payment Schedule for Licensed Standard Software and Documentation**

- |   |                 |
|---|-----------------|
| 1. DOWN PAYMENT<br>(40% of the total Exhibit A Cost --<br>Invoiced upon receipt of signed <i>Standard<br/>Software License and Services Agreement</i> )       | <u>\$9,600</u>  |
| 2. DELIVERY PAYMENT<br>(50% of each application cost --<br>Invoiced as each Exhibit A Licensed Standard<br>Software package is delivered to <b>Customer</b> ) | <u>\$12,000</u> |
| 3. FINAL PAYMENT<br><br>(10% of each application cost --<br>Invoiced 90 days after delivery of each<br>Licensed Standard Software package                     | <u>\$2,400</u>  |

<b>TOTAL LICENSED STANDARD SOFTWARE PAYMENTS DUE</b>	<b><u>\$24,000</u></b>
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**ALL PAYMENTS ARE DUE WITHIN THIRTY (30) DAYS FROM RECEIPT OF INVOICE**

**PRICING VALID THRU AUGUST 15, 1994**

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**EXHIBIT B**  
**INSTALLATION AND TRAINING SUPPORT SERVICES AND FEES**

**1. Training and Installation Support Hours Recommended**

Allocating adequate support service hours for each application of Licensed Standard Software listed on Exhibit A is not only recommended but also is critical for a successful installation of and training on each application package. Based on the Licensed Standard Software listed on Exhibit A, we suggest that at least **100** hours of **New World** installation and training support services be scheduled. **Actual usage may be higher or lower based on Customer's requirements and use of these support services.** Avoiding or minimizing custom or modified features will aid in keeping the support costs to the scheduled minimum. The recommended installation and training support hours include:

- (a) Project management assistance;
- (b) Installation of each package of Licensed Standard Software; and
- (c) **Customer** training on each package of Licensed Standard Software.

The installation and training support services are typically performed at **Customer's** premises but, at **Customer's** option, may be provided at **New World** national headquarters in Troy, Michigan. (Other support services often involve services performed at **New World's** national headquarters.) **New World** reserves the right to make cost adjustments for support trips canceled by **Customer** less than ten (10) business days before the scheduled start date to cover **New World's** out of pocket costs and lost revenues.

**2. Training and Installation Support Service Fees Estimate**

The recommended hours cited above and any additional support services are available at the rate of **\$75.00** per hour. This rate is protected for one year from the date **New World** executes this Agreement. After one year, **Customer** shall pay the then-current hourly rate for all Exhibit B support services rendered.

**Based on the hours listed above, the training and installation support service cost is estimated at \$7,500.** (Plus all actual and reasonable travel expenses incurred by **New World** divided proportionately between all **New World** Customers visited on a single trip, and actual employee travel time up to but not exceeding four (4) hours per **Customer** visit. Travel shall not exceed **\$4,500** without prior written approval of **Customer**.)

**3. Additional Services Available**

Other **New World** services may be required or requested for the following:

- (a) File conversion assistance;
- (b) Consulting with **New World** technical staff;
- (c) Modifying the Licensed Standard Software;
- (d) Designing and programming Custom Software;
- (e) Maintaining modified Licensed Standard Software and/or Custom Software;
- (f) **New World** Consultation with other vendors or third parties;
- (g) Software testing; and/or
- (h) Assistance as **Customer** is going "live".

**Customer** may request these additional services in writing using **New World's** Request For Service (RFS) procedure (or other appropriate procedure mutually agreed upon by **Customer** and **New World**).

**4. Payments for Services and Travel Costs**

All hours for services and travel costs will be billed weekly for the previous calendar week. **Payments are due within thirty (30) days from receipt of invoice.**

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**EXHIBIT C**  
**STANDARD SOFTWARE MAINTENANCE AGREEMENT**

This Standard Software Maintenance Agreement (SSMA) between New World Systems Corporation (**New World**) and City of Merced, California (Customer) sets forth the standard software maintenance support services provided by **New World**.

**1. Service Period**

This SSMA shall remain in effect for a period of five (5) years beginning on the date of installation of the Licensed Standard Software to **Customer** (the start date) and ending on the same calendar date five (5) years after the start date. Upon software delivery, Licensed Standard Software installation shall not be delayed more than 30 days from computer's availability for use.

**2. Services Included**

The following services or features are available under this SSMA:

- (a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**);
- (b) Temporary fixes to Licensed Standard Software (see paragraph 6 below);
- (c) Revisions to Licensed Documentation;
- (d) Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone); and
- (e) Invitation to and participation in user group meetings.

Items a, b, and c above will be distributed to **Customer** on magnetic media or other means, as appropriate. After installation, **Customer** shall return any magnetic media to **New World**.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees. Exhibit B has a description of support services available.

**3. Maintenance for Modified Licensed Standard Software and Custom Software**

**Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain.** If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer's** request, then the additional **New World** maintenance or support services provided shall be billed at the then-current Exhibit B hourly fees plus reasonable expenses.

**4. Billing**

Maintenance costs will be billed annually, beginning on the date of installation of the Licensed Standard Software and on the same date each year thereafter for the term of the SSMA. (Any Exhibit B support or service hours and travel costs incurred are billed weekly for the previous calendar week.)

**5. Additions of Software to Maintenance Agreement**

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA on the date it is installed at **Customer's** location. Costs for the maintenance for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter.

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## **Exhibit C/STANDARD SOFTWARE MAINTENANCE AGREEMENT**

### **Page 2**

#### **6. Requests for Software Correction on Licensed Standard Software**

At any time during the SSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report it believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the Customer Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. (See paragraph 4.0 of the General Terms and Conditions of this Agreement for the **New World** warranties provided). A non-warranty request is handled as a billable Request for Service (RFS) (see Exhibit B).

The no charge software correction service does not apply to any of the following:

- (a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
- (b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and
- (c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

#### **7. Maintenance Costs for Licensed Standard Software Packages Covered for IBM AS/400 Model 300-2041**

**New World** agrees to provide software maintenance at the costs listed below for the following **New World** Licensed Standard Software packages installed at **Customer's** location:

##### **Application Package**

##### **Number of Modules**

1. Combined Police/Fire/EMS CAD	6
2. Law Enforcement Records Software Base Package	12
3. Additional Law Enforcement Records Software	9
4. State Compliance Software	1

**TOTAL LIST COST: \$ 133,000**

**ANNUAL  
MAINTENANCE COST: \$13,300\*  
(5-Year Plan, billed annually)**

- \* The Year One cost will be \$3,400. This reflects a credit of \$9,900 for the SSMA payment made for 07-01-93 through 06-30-94. All subsequent annual payments for the term of the SSMA shall be \$13,300, unless additional applications are added or the AS/400 Model is upgraded. If additional applications are added or the AS/400 Model is upgraded, the annual SSMA percentage cost shall remain at 10% of the then Total List Cost of the Licensed Software for the term of the SSMA.

**ALL PAYMENTS ARE DUE THIRTY (30) DAYS FROM RECEIPT OF INVOICE.**

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**EXHIBIT D**  
**NEW WORLD SYSTEMS CORPORATION**  
**NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES**

This Agreement, when accepted and executed by New World, grants the undersigned the permission to use and/or have limited access to certain New World Systems Corporation (New World) proprietary and/or confidential information

Installed at: CITY OF MERCED, CALIFORNIA  
Customer Name

Located at: 678 West 18th Street  
Merced, CA 95340

Authorized Signature of Customer:

Name (Please Print or Type)	Title	Signature
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In exchange for the permission to use or have access to New World proprietary and/or confidential information, including without limitation, New World software and/or documentation, the organization and individual whose names appear below, agree to the following:

1. No copies in any form will be made of New World proprietary or confidential information without the expressed written consent of New World' President, including without limitation, the following:
  - Program Libraries, whether source code or object code;
  - Operating Control Language;
  - Test or Sample Files;
  - Program Listings;
  - Record Layouts;
  - All written confidential or proprietary information originating from New World including without limitation, documentation, such as user manuals and/or system manuals; and/or
  - All New World Product Bulletins and/or other New World Product related materials.
2. New World software, New World documentation, or other proprietary or confidential information shall not be used for any purpose other than processing the records of the Customer identified above as permitted in the Customer's *Standard Software License and Services Agreement* with New World.
3. The undersigned agree(s) that this Agreement may be enforced by injunction in addition to any other appropriate remedies available to New World. If it is determined that the money damages caused by the undersigned's failure to comply with the foregoing terms are difficult to ascertain, they are hereby estimated at liquidated damages of no less than three times the then-current License Fees for the License Software provided to Customer under the *Standard Software License and Service Agreement* between Customer and New World.

Agreed and Accepted by Third Party (Organization)

Agreed and Accepted by Third Party (Individual)

Organization: \_\_\_\_\_

Individual: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted and Approved By New World Systems Corp.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

[MERCED-EXS - 3GW]

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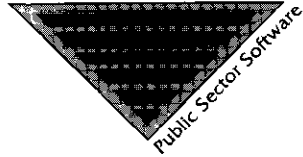
**EXHIBIT E**  
**DEMONSTRATION SITE DISCOUNT**

New World has provided Customer a significant discount in exchange for the privilege of using Customer's site for demonstration purposes. Accordingly, after the Licensed Software has been delivered and installed, Customer agrees to act as a demonstration site for prospective New World customers. Customer also agrees to serve as a reference or remote demonstration site on the telephone for prospective New World customers. By agreeing to be a demonstration site, Customer is not necessarily endorsing the New World software and Customer will not actively participate in any type of marketing and advertising campaign for or on behalf of New World.

Demonstrations will be coordinated with the appropriate Customer personnel and will be scheduled to minimize the interruption to Customer's operations. New World will provide Customer reasonable notice for preparation. The number of demo's shall not exceed twelve (12) annually without written consent of Customer.

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July 12, 1994

## STANDARD SOFTWARE LICENSE AND SERVICES AGREEMENT

This *Standard Software License and Services Agreement* which includes the attached Exhibits ("this Agreement") is between New World Systems Corporation ("New World"), a Michigan Corporation and the City of Merced, California ("Customer"). This Agreement sets forth the terms and conditions under which New World will furnish the Licensed Products and will provide certain services described herein to Customer.

The attached Exhibits include:

- Exhibit A . . . . . LICENSED STANDARD SOFTWARE AND FEES
- Exhibit B . . . . . INSTALLATION AND TRAINING SUPPORT SERVICES AND FEES
- Exhibit C . . . . . STANDARD SOFTWARE MAINTENANCE AGREEMENT
- Exhibit D . . . . . NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES
- Exhibit E . . . . . DEMONSTRATION SITE DISCOUNT

By signing below, each of us agrees to the terms and conditions of this Agreement together with the attached Exhibits. This Agreement contains the complete and exclusive statement of the agreement between us relating to the matters referenced herein and replaces any prior oral or written representations or communications between us. Each individual signing below represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

### ACKNOWLEDGED AND AGREED TO BY:

**NEW WORLD SYSTEMS CORPORATION**  
(New World)

By: Larry D. Leinweber  
Larry D. Leinweber, President

**CITY OF MERCED, CALIFORNIA**  
(Customer)

By: James G. Marshall  
Authorized Signature, Title  
James G. Marshall, City Manager

By: Steven F. Nord  
Authorized Signature, Title  
Steven F. Nord, City Attorney

Date: 7-13-94

Date: 7-13-94

This Agreement is effective upon the last date as shown on this cover page.

940059  
FUNDS/ACCOUNTS MANAGED  
36000  
FINANCE OFFICE  
DATE 8/10/94

Annual maintenance fees subject to appropriation by Council

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**I. DEFINITIONS. The following terms as defined below are used throughout this Agreement:**

1. **"Licensed Standard Software":**  
The current version of **New World** standard and development application software package(s) (in machine readable code and, if applicable, the related source code) listed on Exhibit A. **"Development Software"** is standard application software currently under development by **New World** which, if applicable, will be completed and delivered to **Customer** as Licensed Standard Software during the term of this Agreement.
2. **"Upgrades":**  
Any enhanced and/or improved versions of the Licensed Standard Software provided as Licensed Standard Software under Exhibit C of this Agreement and released after the execution of this Agreement.
3. **"Licensed Custom Software":**  
Any software (programs or portions of programs) developed by **New World** specifically for **Customer's** own use.
4. **"Licensed Software":**  
The Licensed Standard Software (including any Development Software), Upgrades, and Licensed Custom Software provided under this Agreement.
5. **"Licensed Documentation":**  
**New World** User Manuals which includes the current specifications for the Licensed Standard Software and other written instructions relating to the Licensed Software (such as Product Bulletins, installation instructions, and training materials).
6. **"Authorized Copies":**  
Except as provided in Section II, subparagraph 1.3, the only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined in this Paragraph. They are:
  - (i) the single copy of the Licensed Software and the related Licensed Documentation delivered by **New World** under this Agreement; and
  - (ii) any additional copies made by **Customer** as authorized in Section II, subparagraph 1.2.
7. **"Licensed Products":**  
The Licensed Software, the related Licensed Documentation, and the Authorized Copies of the foregoing.
8. **"Customer Liaison":**  
A **Customer** employee assigned to act as liaison between **Customer** and **New World** for the duration of this Agreement. Within ten (10) days of execution of this Agreement, **Customer** shall notify **New World** of the name of the Customer Liaison.
9. **"SSMA":**  
The **New World** Standard Software Maintenance Agreement as set forth in Exhibit C.
10. **"Computer":**  
The single IBM AS/400 model 300-2041 processor, to be located at:  
City of Merced  
678 West 18th Street  
Merced, CA 95340  
**Customer** shall identify in writing the serial number of the Computer within ten (10) days of receipt of the Computer or within ten (10) days of execution of this Agreement, whichever is later. If the Computer is to be relocated, **Customer** shall notify **New World** of the new location in writing prior to the relocation.
11. **"Confidential Information":**  
Information disclosed or obtained by one party in connection with, and during the term of, this Agreement and designated as "Confidential" by the party claiming confidentiality at the time of disclosure. Confidential Information does not include any information which was previously known to the other party without obligation of confidence or without breach of this Agreement, is publicly disclosed either prior or subsequent to the other party's receipt of such information, or is rightfully received by the other party from a third party without obligation of confidence.

**II. GENERAL TERMS AND CONDITIONS**

**1.0 SINGLE USE LICENSE.**

- 1.1 In consideration of **Customer's** payment of the license fees specified in Exhibit A and the applicable custom software fees, if any, **New World** grants **Customer** a nontransferable and nonexclusive license to use the Licensed Software only on the Computer and only for its internal processing needs. Once **Customer** has fully paid the license fees for the Licensed Software, **Customer** shall have the right and license to use, enhance, or modify the Licensed Software only for **Customer's** own use and only on the Computer. In accordance with the payment plan(s) on the attached Exhibits, **New World** will deliver to **Customer** one copy of each application of the Licensed Software (in machine readable form compatible with the specified operating environment) on storage media supplied by **Customer** and one copy of the related Licensed Documentation.
- 1.2 In order to assist **Customer** in the event of an emergency, **Customer** is permitted to make up to two (2) back up copies on magnetic media of each application of the Licensed Software and one back up copy of the related Licensed Documentation. These Authorized Copies may be stored off-site away from **Customer's** premises as specified in the Definitions so long as they are kept in a location secure from unauthorized use. **Customer** or anyone obtaining access through **Customer** shall not copy, distribute, disseminate, or otherwise disclose to any third party the Licensed Products or copies thereof in whole or in part, in any form or media. This restriction on making and distributing the Licensed Products or copies of any Licensed Product, includes without

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**Page 2**

limitation, copies of the following:

- (i) Program libraries, either source or object code;
- (ii) Operating control language;
- (iii) Test Data, sample files, or file lay outs;
- (iv) Program Listings; and
- (v) Licensed Documentation.

- 1.3 Upon written request by **Customer**, and with written permission by **New World**, additional Authorized Copies may be made for **Customer's** internal use only.

## 2.0 OWNERSHIP.

- 2.1 The Licensed Products and all copyright, trade secrets and other proprietary rights, title and interest therein, remain the sole property of **New World** or its licensors, and **Customer** shall obtain no right, title or interest in the Licensed Products by virtue of this **Agreement** other than the nonexclusive, nontransferable license to use the Licensed Products as restricted herein.
- 2.2 The license to use any Licensed Custom Software provided under this **Agreement**, if any, is included in this license. **New World** shall have the right to use any data processing ideas, techniques, concepts, and/or know-how acquired by it in the performance of services under this **Agreement** including the development of Licensed Custom Software for the advancement of its own technical expertise and the performance of other Software License and Service Agreements or any other applicable agreements. **New World** shall have, without restriction, the right to use all programs, procedures, information, and techniques that are publicly available, obtained or obtainable from third parties and/or developed independently by **New World** without specific reference to **Customer's** organization.

## 3.0 CORRECTION AND SOFTWARE MAINTENANCE ON STANDARD SOFTWARE

- 3.1 As a part of this **Agreement**, **Customer** is also obtaining an SSMA (see Exhibit C). **New World** provides software correction service and maintenance for the Licensed Standard Software via the SSMA. See Exhibit C for a description of the services available, the applicable fees and procedures, and the SSMA start date.

## 4.0 WARRANTIES

- 4.1 **New World** warrants that the Licensed Standard Software will perform as specified in its user manuals based on the then-current release of the Licensed Standard Software.
- 4.2 **New World** warrants that it possesses the necessary intellectual rights to license to **Customer** the Licensed Software provided hereunder.

The foregoing warranties do not apply if the Licensed Product(s) have been modified by any party other than **New World**. **New World** does not warrant that the features or functions of the Licensed Software will meet **Customer's** requirements or in any combination or use **Customer** selects. EXCEPT AS SPECIFICALLY PROVIDED IN THIS PARAGRAPH 4.0, NEW WORLD MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE LICENSED PRODUCTS' CONDITION, ITS MERCHANTABILITY, ITS FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

## 5.0 INSTALLATION AND TRAINING SUPPORT SERVICES

- 5.1 As provided for in Exhibit B and concurrent with timely payments, **New World** shall make available to **Customer** qualified representative(s) who will provide installation and training support services for each application of the Licensed Software delivered. See Exhibit B for a description of the services provided and the applicable fees and procedures.

## 6.0 CUSTOMER LIAISON AND CUSTOMER RESPONSIBILITIES

The successful implementation of the Licensed Products into **Customer's** environment requires **Customer's** commitment to and cooperation in the implementation process. Accordingly, **Customer** hereby agrees to the following:

- 6.1 **Customer** understands that the Licensed Software is designed to run in a specified operating environment which includes hardware, software and related equipment not provided by **New World**.

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**Customer** is responsible for assuring that the appropriate hardware equipment, the related components and all cabling are installed timely and are suitable for the successful installation of the Licensed Software.

- 6.2 **Customer** agrees to provide the management interface and support necessary to successfully complete the implementation of the Licensed Software. This support includes upper level priority setting and timely involvement during and after a change in **Customer's** organization, **Customer's** operations and/or after changes in **Customer's** internal policies or procedures which directly affect the software implementation.
- 6.3 **Customer** shall assign an upper level employee to serve as the Customer Liaison for the duration of the Licensed Software implementation. If **Customer** must replace the Customer Liaison for reasons beyond its control, **Customer** will assign a new Customer Liaison as soon as reasonably possible. **New World** is not responsible for any delay caused directly or indirectly by the reassignment of the Customer Liaison. In addition to other duties and responsibilities, the Customer Liaison shall:
- (i) provide timely answers to **New World's** requests for information;
  - (ii) coordinate a mutually agreeable training schedule;
  - (iii) have authority to sign for and obligate **Customer** to any matters relating to service requests, design documents, performance test documents and/or delivery and service dates;
  - (iv) in situations where **Customer** participation is required, provide timely input for systems definition, detail design, and use of the software system.
- 6.4 **Customer** is responsible for creating and maintaining its master files, tables and the like which includes accurate data entry, accurate file editing and overall file control to assure successful systems performance.
- 6.5 **Customer** shall provide qualified personnel with sufficient back up to be trained to use the Licensed Software and to interpret the output. Applying the output information in **Customer's** environment is **Customer's** sole responsibility.

#### **7.0 BILLING AND AS/400 MODEL UPGRADE CHARGES**

- 7.1 The attached Exhibits set forth the manner in which fees and payments shall be allocated and made under this **Agreement**. Past due amounts are subject to a service charge of 1.5% per month, which charge **Customer** agrees to pay. To the extent **Customer** imposes additional requirements on **New World** for services other than those expressly provided in this **Agreement**, **New World** retains the right to make additional price adjustments and/or any other adjustments which may be necessitated. Before performing these additional services, **New World** will notify **Customer** that the services are subject to additional charge.
- 7.2 If **Customer** upgrades the computer model of its AS/400 Computer, at the time of the upgrade, **Customer** agrees to pay the difference between the standard software charges for the present AS/400 model (see Section I, definition number 10) and the then-current standard software charges for the upgraded AS/400 model. SSMA fees shall be increased according to the upgraded AS/400 charges on the next annual billing date after the upgrade occurs. With said payments, the license provided in Section II, Paragraph 1.0 transfers to permit **Customer's** use of the Licensed Software on the upgraded AS/400 model.
- 7.3 **Customer** shall notify **New World** when AS/400 models will be upgraded and will pay the upgrade fees promptly when invoiced.

#### **8.0 NON-RECRUITMENT OF PERSONNEL**

- 8.1 During the term of this **Agreement** and for twenty-four (24) months thereafter, each party agrees not to solicit or hire current or former employees of the other without the other's prior written consent.

#### **9.0 CONFIDENTIAL INFORMATION/NON-DISCLOSURE AGREEMENT**

- 9.1 Subject to the requirements of the Freedom of Information Act (FOIA) and/or other comparable applicable state law, each party shall hold all Confidential Information in trust and confidence for the party claiming confidentiality and not use such Confidential Information other than for the benefit of that party. The other party agrees not to disclose any such Confidential Information, by publication or otherwise, to any other person or organization.

- 9.2 **Customer** hereby acknowledges and agrees that all Licensed Products are Confidential Information and proprietary to **New World**. In addition to the other restrictions set forth elsewhere in this **Agreement** or otherwise agreed to in writing, **Customer** agrees to implement all reasonable measures to safeguard **New World's** proprietary rights in the Licensed Products, including without limitation the following measures:
- (i) **Customer** shall only permit access to the Licensed Products to those employees who require access and only to the extent necessary to perform **Customer's** internal processing needs.
  - (ii) With respect to agents or third parties, **Customer** shall permit access to the Licensed Products only after **New World** has received, approved and returned a fully executed Non-Disclosure Agreement to **Customer** (see Exhibit D). **New World** reserves the right to reasonably refuse access to a third party after it has evaluated the request. **Customer** agrees to provide information reasonably requested by **New World** to assist **New World** in evaluating **Customer's** request to permit third party access to the Licensed Products. In addition to any other remedies, **New World** may recover from **Customer** all damages and legal fees incurred in the enforcement of this provision on third party access;
  - (iii) **Customer** shall cooperate with **New World** in the enforcement of the conditions set forth in the attached Non-Disclosure Agreement or any other reasonable restrictions **New World** may specify in writing in order to permit access;
  - (iv) **Customer** shall not permit removal of copyright or confidentiality labels or notifications from its proprietary materials; and
  - (v) **Customer** shall not attempt to disassemble, decompile or reverse engineer the Licensed Software.
- 9.3 **Customer** agrees that in addition to any other remedies that may be available at law, equity or otherwise, **New World** shall be entitled to seek and obtain a temporary restraining order, injunctive relief, or other equitable relief against the continuance of a breach or threatened breach of this paragraph 9.0 on Confidentiality and Non-Disclosure without the requirement of posting a bond or proof of injury as a condition for the relief sought.

#### 10.0 **LIMITATION OF LIABILITY AND RECOVERABLE DAMAGES**

**New World's** entire liability and **Customer's** exclusive remedies are set forth below:

- 10.1 For any claim relating to the non-conformance or imperfection of any licensed software provided under this **Agreement**, **New World** will correct the defect so that it conforms to the warranties set forth in Section II, subparagraph 4.1; or if after repeated attempts to correct the non-conformity, **New World** is unable to correct the non-conformity, then **Customer** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below. For any other claim arising under or in connection with this **Agreement**, **Customer** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below.
- 10.2 **New World's** liability for damages, regardless of form of action, is limited to the recovery of direct damages up to the Exhibit A Licensed Standard Software fees paid to **New World**.
- 10.3 In no event shall **New World** be liable for any damages relating to **Customer's** failure to perform its responsibilities or for loss of use, revenue or profits, or for any incidental or consequential damages, even if **New World** has been advised of the possibility of such damages. If it is determined that a limitation of liability or a remedy contained herein fails of its essential purpose, then the parties agree that the exclusion of incidental and/or consequential damages is still effective.

#### 11.0 **INTEGRATION WITH U.S. COPYRIGHT ACT**

- 11.1 In addition to all other provisions provided under this **Agreement**, **Customer** agrees to be bound by and to comply with any and all provisions of the U.S. Copyright Act (*The Copyright Act of 1976, U.S.C. Sections 101-810 (1976) as amended by 17 U.S.C. Sections 101-810 (1982)*). If a provision of the U.S. Copyright Act and this **Agreement** conflict, the more restrictive of the two applies. If it cannot be determined which is the more restrictive, then the provision within this **Agreement** shall apply.

#### 12.0 *INDEPENDENT CONTRACTOR*

- 12.1 **New World** is an independent contractor. The personnel of one party shall not in any way be considered agents or employees of the other. To the extent provided for by law, each party shall be responsible for the acts of its own employees.
- 12.2 Each party shall be responsible for Workers' Compensation coverage for its own personnel.

#### 13.0 *INSURANCE REQUIREMENTS*

**New World** shall not commence work under this **Agreement** until it has obtained the insurance required under this paragraph.

- 13.1 **Workers' Compensation Insurance:** **New World** shall procure and maintain during the term of this **Agreement**, Workers' Compensation Insurance for all of its employees who engage in the work to be performed.
- 13.2 **Liability and Property Insurance--Comprehensive Form:** **New World** shall procure and maintain during the term of this **Agreement**, Liability and Property Damage Insurance in an amount not less than \$1,000,000 on account of each accident; and in an amount not less than \$1,000,000 for each accident for damage to property.
- 13.3 **Automobile Liability Insurance:** **New World** will procure and maintain during the term of this **Agreement**, Hired and Non-Ownership Motor Vehicle Bodily Injury and Property Damage Insurance in an amount not less than \$500,000 for injuries, including accidental death, to each person; and, subject to the same limit for each person, in an amount not less than \$500,000 for each accident; and in an amount not less than \$500,000 on account for each accident for damage to property.

#### 14.0 *DISPUTE RESOLUTION BY ARBITRATION*

- 14.1 Except for matters in which the dispute relates to unpaid license or service fees, or a breach of the provisions set forth in Section II, Paragraphs 8.0 (employee non-recruitment) or 9.0 (non-disclosure or confidentiality), any controversy or claim arising out of or relating to this **Agreement**, or breach thereof, shall be settled in arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
- 14.2 Before a demand for arbitration may be filed by either party, the management of both parties shall have met at least two times in face-to-face meetings in an effort to resolve any dispute or controversy through normal business management practices. Unless otherwise agreed to in writing, a minimum of one meeting shall take place at each party's home office location.
- 14.3 The arbitrators shall have no power or authority to add to or detract from this **Agreement** of the parties. The arbitrators shall have no authority to award damages over and above those provided for in this **Agreement** and in any event shall not exceed the limitations set forth in Section II, subparagraph 10.2, even if the remedy or limitation of liability provisions set forth in this **Agreement** shall for any reason whatsoever be held unenforceable or inapplicable.
- 14.4 Neither party nor the arbitrators may disclose the existence or results of any arbitration hereunder, except if the arbitration results in a Court imposed judgment, the non-disclosure restriction shall not be effective to the extent the matter becomes a public record.
- 14.5 Each party shall bear its own costs in preparing for and conducting arbitration, except that the joint costs, if any, of the actual arbitration proceeding shall be shared equally by the parties.

#### 15.0 *TERMINATION*

- 15.1 **By Customer:** If **New World** fails to provide the Licensed Software as warranted in accordance with the terms of this **Agreement**, **Customer** may at its option terminate this **Agreement** with ninety (90) days written notice as follows:
  - (i) The termination notice shall provide a detailed description (with examples) of any warranty defects claimed;
  - (ii) **New World** shall have ninety (90) days from receipt of said notice to correct any warranty

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Page 6

- defects in order to satisfy the terms of this **Agreement**;
  - (iii) During the ninety day cure period, **Customer** shall apply sound management practices and use its best efforts to resolve any issues or obstacles -- including cooperating with **New World** and reassigning personnel if necessary to improve the working relationship;
  - (iv) At the end of ninety (90) days unless the termination has been revoked in writing by **Customer**, the **Agreement** terminates.
- 15.2 **By New World:** If **Customer** fails to make prompt payments to **New World** when invoiced, or if **Customer** fails to fulfill its responsibilities outlined in Section II, Paragraph 6.0, then **New World** may at its option terminate this **Agreement** with written notice as follows:
  - (i) The termination notice shall define the reason for termination;
  - (ii) If the cited reason for termination is **Customer's** failure to make prompt payment, **Customer** shall have ten (10) days from receipt of said notice to make payment in full for all outstanding invoiced payments due;
  - (iii) If the cited reason for termination is **Customer's** failure to fulfill its responsibilities, **Customer** shall have ninety (90) days from receipt of said notice to correct any actual deficiencies in order to satisfy the terms of this **Agreement**;
  - (iv) During the applicable cure period, **New World** will use sound management practices and its best efforts to resolve any issues or obstacles -- including the reassignment of personnel if necessary to improve the working relationship;
  - (v) At the end of the applicable cure period, unless the termination has been revoked in writing by **New World**, the **Agreement** terminates.
- 15.3 In the event of termination by either party, **New World** shall continue to provide its services, as previously scheduled, through the termination date and the **Customer** shall continue to pay all fees and charges incurred through the termination date as provided in the attached Exhibits.
- 15.4 In the event neither party terminates this **Agreement** under subparagraphs 15.1 or 15.2 above, it naturally terminates unless it is renewed at the end of the initial SSMA term as set forth in Exhibit C, except that the restricted license to use the Licensed Software on the Computer as provided hereunder is perpetual so long as all Exhibit A license fees and applicable Custom Software fees have been paid in full.
- 15.5 Upon termination, **Customer** shall return to **New World** all copies of each application of Licensed Software and related Licensed Documentation provided to **Customer** under this **Agreement** for which the Exhibit A license fees and applicable Custom Software fees have not been paid in full.
- 15.6 Nothing in this paragraph on termination is intended to infer that either party has or does not have a claim for damages.
- 15.7 The Terms and Conditions relating to non-disclosure, confidentiality and non-recruitment of personnel survive termination.

#### 16.0 **PATENT AND TRADEMARK INDEMNIFICATION**

**New World** agrees to indemnify and save the **Customer** harmless from and against any and all judgments, suits, costs, and expenses subject to the limits set forth in this **Agreement** resulting from any alleged infringement of any patent or copyright arising from the licensing of the Licensed Standard Software pursuant to this **Agreement**, provided that **Customer** has notified **New World** in writing of such allegation within thirty (30) days of the date upon which the **Customer** first receives notice thereof. **New World's** obligation to indemnify and save **Customer** harmless under this paragraph is void if the claim of infringement arises out of or in connection with any modification made to the Licensed Standard Software or any use of the Licensed Standard Software not specifically authorized in writing by **New World**.

#### 17.0 **NOTICES**

- 17.1 Notices to **Customer** shall be deemed effective when sent by Registered or Certified U.S. Mail to the business address of the **Customer**.

**CONFIDENTIAL**

Page 7

- 17.2 Notices to **New World** shall be deemed effective when sent by Registered or Certified U.S. Mail to the following address (or to any other address so specified by **New World**):

New World Systems Corporation  
3270 West Big Beaver, Suite 300  
Troy, Michigan 48084-2901  
Attention: President

**18.0 GENERAL**

- 18.1 This **Agreement** is the entire agreement between the parties superseding all other communications, written or oral, between the parties relating to the subject matter of this **Agreement**. **This Agreement may be amended or modified only in writing signed by both parties.**
- 18.2 This **Agreement** is governed by the laws of the State of California and it shall be binding on the successors and assigns of the parties.
- 18.3 Failure to enforce any provision of this **Agreement** shall not be deemed a waiver of that provision or any other provision of this **Agreement**.
- 18.4 No action, regardless of form, arising out of the services performed or Licensed Products delivered hereunder, may be brought by either party more than one (1) year after the cause of action has accrued, except that an action for non-payment of fees may be brought within two (2) years of the date of the payment was due.
- 18.5 The paragraph headings which appear herein are included solely for convenience and shall not be used in the interpretation of this **Agreement**. Any provision of this **Agreement** determined to be invalid or otherwise unenforceable shall not affect the other provisions, which other provisions remain in full force and effect.

[MERCED.CON - 5GW]

**CONFIDENTIAL**

**Page 8**



**EXHIBIT A**  
**FOR LICENSED STANDARD SOFTWARE AND FEES**

A. License Fee for LICENSED STANDARD SOFTWARE and DOCUMENTATION selected by CUSTOMER:

<u>Application Package</u>	<u>Cost</u>
1. Combined Police/Fire/EMS CAD (Multi-jurisdiction) <ul style="list-style-type: none"><li>- Unit Status Monitors and Unit Recommendations</li><li>- Geo-File Verification and Location Alerts</li><li>- Note Pads and Tone Alerts</li><li>- Hazardous Alerts</li><li>- Interface to Records</li><li>- Run Cards</li></ul>	\$48,000
2. Law Enforcement Records Software Base Package (Multi-jurisdiction) <ul style="list-style-type: none"><li>- Incident Tracking Module</li><li>- Case Processing Module</li><li>- Arrest Module</li><li>- Property Module</li><li>- Personnel/Education Module</li><li>- Computer Aided Investigations Module</li><li>- UCR (Federal Requirements) Module</li><li>- Wants and Warrants Module</li><li>- Traffic Tickets and Citations Module</li><li>- Accidents Module</li><li>- Business Registry Module</li><li>- AS/400 Word Processing Interface</li></ul>	30,000
3. Additional Law Enforcement Records Software <ul style="list-style-type: none"><li>- Field Investigations Module</li><li>- Gun Permits Module</li><li>- Case Management Module</li><li>- Bicycles Module</li><li>- Pawn Shops Module</li><li>- Alarms Tracking and Billing Module</li><li>- Bookings Module</li><li>- Index Cards Module</li><li>- Career Criminal Apprehension Module</li></ul>	5,000 5,000 5,000 5,000 5,000 6,000 6,000 6,000 6,000
4. State Compliance Software <ul style="list-style-type: none"><li>- State of California Law Enforcement Records Compliance Module; includes:<ul style="list-style-type: none"><li>- BCS Magnetic Reporting</li><li>- State of California Accident Reporting</li></ul></li></ul>	<u>6,000</u> *

\* Will be available for installation and testing in the 4th quarter of 1994.

**CONFIDENTIAL**

**Exhibit A/LICENSED STANDARD SOFTWARE AND FEES**

**Page 2**

LICENSE FEE TOTAL:	\$133,000
LESS CREDIT FOR S/38 SOFTWARE PREVIOUSLY LICENSED:	(109,000)
<b>TOTAL LICENSE FEES:</b>	<b><u>\$24,000</u></b>

**B. License Fee Payment Schedule for Licensed Standard Software and Documentation**

1. DOWN PAYMENT (40% of the total Exhibit A Cost -- Invoiced upon receipt of signed <i>Standard Software License and Services Agreement</i> )	<u>\$9,600</u>
2. DELIVERY PAYMENT (50% of each application cost -- Invoiced as each Exhibit A Licensed Standard Software package is delivered to <b>Customer</b> )	<u>\$12,000</u>
3. FINAL PAYMENT  (10% of each application cost -- Invoiced 90 days after delivery of each Licensed Standard Software package	<u>\$2,400</u>
 <b>TOTAL LICENSED STANDARD SOFTWARE PAYMENTS DUE</b>	 <b><u>\$24,000</u></b>

**ALL PAYMENTS ARE DUE WITHIN THIRTY (30) DAYS FROM RECEIPT OF INVOICE**

**PRICING VALID THRU AUGUST 15, 1994**

**CONFIDENTIAL**

**EXHIBIT B**  
**INSTALLATION AND TRAINING SUPPORT SERVICES AND FEES**

**1. Training and Installation Support Hours Recommended**

Allocating adequate support service hours for each application of Licensed Standard Software listed on Exhibit A is not only recommended but also is critical for a successful installation of and training on each application package. Based on the Licensed Standard Software listed on Exhibit A, we suggest that at least **100** hours of **New World** installation and training support services be scheduled. **Actual usage may be higher or lower based on Customer's requirements and use of these support services.** Avoiding or minimizing custom or modified features will aid in keeping the support costs to the scheduled minimum. The recommended installation and training support hours include:

- (a) Project management assistance;
- (b) Installation of each package of Licensed Standard Software; and
- (c) **Customer** training on each package of Licensed Standard Software.

The installation and training support services are typically performed at **Customer's** premises but, at **Customer's** option, may be provided at **New World** national headquarters in Troy, Michigan. (Other support services often involve services performed at **New World's** national headquarters.) **New World** reserves the right to make cost adjustments for support trips canceled by **Customer** less than ten (10) business days before the scheduled start date to cover **New World's** out of pocket costs and lost revenues.

**2. Training and Installation Support Service Fees Estimate**

The recommended hours cited above and any additional support services are available at the rate of **\$75.00** per hour. This rate is protected for one year from the date **New World** executes this Agreement. After one year, **Customer** shall pay the then-current hourly rate for all Exhibit B support services rendered.

**Based on the hours listed above, the training and installation support service cost is estimated at \$7,500.** (Plus all actual and reasonable travel expenses incurred by **New World** divided proportionately between all **New World** Customers visited on a single trip, and actual employee travel time up to but not exceeding four (4) hours per **Customer** visit. Travel shall not exceed **\$4,500** without prior written approval of **Customer**.)

**3. Additional Services Available**

Other **New World** services may be required or requested for the following:

- (a) File conversion assistance;
- (b) Consulting with **New World** technical staff;
- (c) Modifying the Licensed Standard Software;
- (d) Designing and programming Custom Software;
- (e) Maintaining modified Licensed Standard Software and/or Custom Software;
- (f) **New World** Consultation with other vendors or third parties;
- (g) Software testing; and/or
- (h) Assistance as **Customer** is going "live".

**Customer** may request these additional services in writing using **New World's** Request For Service (RFS) procedure (or other appropriate procedure mutually agreed upon by **Customer** and **New World**).

**4. Payments for Services and Travel Costs**

All hours for services and travel costs will be billed weekly for the previous calendar week. **Payments are due within thirty (30) days from receipt of invoice.**

**CONFIDENTIAL**

**EXHIBIT C**  
**STANDARD SOFTWARE MAINTENANCE AGREEMENT**

This Standard Software Maintenance Agreement (SSMA) between New World Systems Corporation (**New World**) and **City of Merced, California (Customer)** sets forth the standard software maintenance support services provided by **New World**.

**1. Service Period**

This SSMA shall remain in effect for a period of five (5) years beginning on the date of installation of the Licensed Standard Software to **Customer** (the start date) and ending on the same calendar date five (5) years after the start date. Upon software delivery, Licensed Standard Software installation shall not be delayed more than 30 days from computer's availability for use.

**2. Services Included**

The following services or features are available under this SSMA:

- (a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**);
- (b) Temporary fixes to Licensed Standard Software (see paragraph 6 below);
- (c) Revisions to Licensed Documentation;
- (d) Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone); and
- (e) Invitation to and participation in user group meetings.

Items a, b, and c above will be distributed to **Customer** on magnetic media or other means, as appropriate. After installation, **Customer** shall return any magnetic media to **New World**.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees. Exhibit B has a description of support services available.

**3. Maintenance for Modified Licensed Standard Software and Custom Software**

**Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain.** If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer's** request, then the additional **New World** maintenance or support services provided shall be billed at the then-current Exhibit B hourly fees plus reasonable expenses.

**4. Billing**

Maintenance costs will be billed annually, beginning on the date of installation of the Licensed Standard Software and on the same date each year thereafter for the term of the SSMA. (Any Exhibit B support or service hours and travel costs incurred are billed weekly for the previous calendar week.)

**5. Additions of Software to Maintenance Agreement**

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA on the date it is installed at **Customer's** location. Costs for the maintenance for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter.

**CONFIDENTIAL**

**Exhibit C/STANDARD SOFTWARE MAINTENANCE AGREEMENT**  
**Page 2**

**6. Requests for Software Correction on Licensed Standard Software**

At any time during the SSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report it believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the Customer Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. (See paragraph 4.0 of the General Terms and Conditions of this Agreement for the **New World** warranties provided). A non-warranty request is handled as a billable Request for Service (RFS) (see Exhibit B).

The no charge software correction service does not apply to any of the following:

- (a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
- (b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and
- (c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

**7. Maintenance Costs for Licensed Standard Software Packages Covered for IBM AS/400 Model 300-2041**

**New World** agrees to provide software maintenance at the costs listed below for the following **New World** Licensed Standard Software packages installed at **Customer's** location:

**Application Package**

**Number of Modules**

- |  |    |
|--|----|
| 1. Combined Police/Fire/EMS CAD                  | 6  |
| 2. Law Enforcement Records Software Base Package | 12 |
| 3. Additional Law Enforcement Records Software   | 9  |
| 4. State Compliance Software                     | 1  |

**TOTAL LIST COST: \$ 133,000**

**ANNUAL  
MAINTENANCE COST: \$13,300\*  
(5-Year Plan, billed annually)**

- \* The Year One cost will be \$3,400. This reflects a credit of \$9,900 for the SSMA payment made for 07-01-93 through 06-30-94. All subsequent annual payments for the term of the SSMA shall be \$13,300, unless additional applications are added or the AS/400 Model is upgraded. If additional applications are added or the AS/400 Model is upgraded, the annual SSMA percentage cost shall remain at 10% of the then Total List Cost of the Licensed Software for the term of the SSMA.

**ALL PAYMENTS ARE DUE THIRTY (30) DAYS FROM RECEIPT OF INVOICE.**

**CONFIDENTIAL**

**EXHIBIT D**  
**NEW WORLD SYSTEMS CORPORATION**  
**NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES**

This Agreement, when accepted and executed by New World, grants the undersigned the permission to use and/or have limited access to certain New World Systems Corporation (**New World**) proprietary and/or confidential information

Installed at: CITY OF MERCED, CALIFORNIA  
Customer Name

Located at: 678 West 18th Street  
Merced, CA 95340

Authorized Signature of Customer:

Name (Please Print or Type)	Title	Signature
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In exchange for the permission to use or have access to **New World** proprietary and/or confidential information, including without limitation, **New World** software and/or documentation, the organization and individual whose names appear below, agree to the following:

1. No copies in any form will be made of **New World** proprietary or confidential information without the expressed written consent of **New World** President, including without limitation, the following:
  - Program Libraries, whether source code or object code;
  - Operating Control Language;
  - Test or Sample Files;
  - Program Listings;
  - Record Layouts;
  - All written confidential or proprietary information originating from **New World** including without limitation, documentation, such as user manuals and/or system manuals; and/or
  - All **New World** Product Bulletins and/or other **New World** Product related materials.
2. **New World** software, **New World** documentation, or other proprietary or confidential information shall not be used for any purpose other than processing the records of the Customer identified above as permitted in the Customer's *Standard Software License and Services Agreement* with **New World**.
3. The undersigned agree(s) that this Agreement may be enforced by injunction in addition to any other appropriate remedies available to **New World**. If it is determined that the money damages caused by the undersigned's failure to comply with the foregoing terms are difficult to ascertain, they are hereby estimated at liquidated damages of no less than three times the then-current License Fees for the License Software provided to Customer under the *Standard Software License and Service Agreement* between Customer and **New World**.

Agreed and Accepted by Third Party (Organization)

Agreed and Accepted by Third Party (Individual)

Organization: \_\_\_\_\_

Individual: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Accepted and Approved By New World Systems Corp.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

[MERCED.EXS - 50W]

**CONFIDENTIAL**

**EXHIBIT E**  
**DEMONSTRATION SITE DISCOUNT**

**New World** has provided **Customer** a significant discount in exchange for the privilege of using **Customer's** site for demonstration purposes. Accordingly, after the Licensed Software has been delivered and installed, **Customer** agrees to act as a demonstration site for prospective **New World** customers. **Customer** also agrees to serve as a reference or remote demonstration site on the telephone for prospective **New World** customers. By agreeing to be a demonstration site, **Customer** is not necessarily endorsing the **New World** software and **Customer** will not actively participate in any type of marketing and advertising campaign for or on behalf of **New World**.

Demonstrations will be coordinated with the appropriate **Customer** personnel and will be scheduled to minimize the interruption to **Customer's** operations. **New World** will provide **Customer** reasonable notice for preparation. The number of demo's shall not exceed twelve (12) annually without written consent of **Customer**.

**CONFIDENTIAL**

**MEMO**

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**TO: Ron Ringstrom, City of Merced Police Department**

**FROM: Cindy Dobson, New World Systems**

**DATE: July 13, 1994**

**RE: License Agreements**

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Enclosed please find two originals of the New World Standard Software License and Services Agreement which have been executed by our president, Larry Leinweber. They contain the final changes which you and I discussed this week.

Please have both copies signed and then return one to New World for our files. We're very happy to have the City of Merced Police Department migrating to the new versions of the software on the AS/400. Let me know if I can be of any additional assistance.



7-1384

CITY OF MERCED  
INTER-OFFICE MEMORANDUM

TO: **City Attorney, Finance, Purchasing,**  
**Police Dept., Info. Sys.** DATE: **Feb. 7, 2001**  
FROM: **Carol Brigaman, Deputy City Clerk** FILE:  
SUBJECT: **Modification to Software License Agreement**

**Attached is a copy of a duly executed amendment to a software license agreement with New World Systems for the IBM AS/400 processor upgrade. The amendment was approved by Council on January 16, 2001. The original agreement was dated July 13, 1994.**



New World Systems™  
The Public Sector Software Company

August 9, 2000

2001-1-17-1  
1001-1994-59  
aff 1-16-01  
orig aff 7-13-89

**MODIFICATION TO SOFTWARE LICENSE AGREEMENT**  
**FOR CISC to RISC IBM AS/400 PROCESSOR UPGRADE**

Mr. Ron Ringstrom  
Merced Police Department  
611 West 22<sup>nd</sup> Street  
Merced, CA 95340

Dear Mr. Ringstrom:

Per the terms of our Software License Agreement dated August 1, 1994, the License Agreement is modified to provide Customer the ability to use the Licensed Software on an IBM AS/400 RISC model 720 processor, the new processor serving as a replacement for the current AS/400 CISC model 300-2041 processor in use.

Also per the terms of the August 1, 1994 Agreement, the attached Exhibit A describes the software license upgrade charge and the change to the annual maintenance charge. Exhibit E describes the support services required to assure that your current CISC version of software has a RISC version that is consistent with the way you use the current Licensed Software.

All other Terms and Conditions from the August 1, 1994 Agreement will continue to apply.

Please acknowledge the change in AS/400 processors and our understanding on the processor upgrade fee and services by the appropriate signature below.

Sincerely,

NEW WORLD SYSTEMS CORPORATION

**AGREED AND ACCEPTED:**

NEW WORLD SYSTEMS CORPORATION

MERCED POLICE DEPARTMENT, CA

By: [Signature]

By: [Signature]

Title: President

Title: James G. Marshall, City Manager

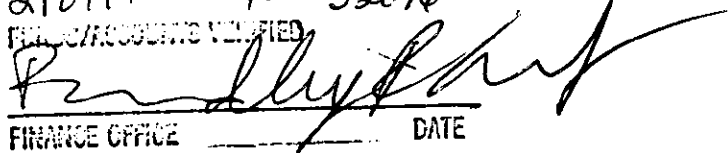
Date: 01-29-01

Date: 1-22-01

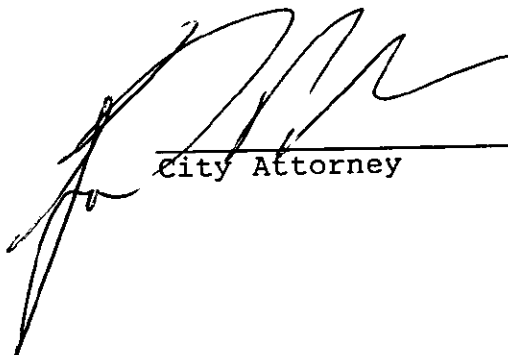
Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

Atch 1, cy 2

210147 PO# 52016  
FINANCIAL ACCOUNTING VERIFIED

  
\_\_\_\_\_  
FINANCE OFFICE \_\_\_\_\_ DATE \_\_\_\_\_

672-0403-513 43-00  
funds available 1/19/01 per

  
\_\_\_\_\_  
City Attorney

**EXHIBIT A**  
**LICENSED STANDARD SOFTWARE UPGRADE FEES**

**MERCED POLICE DEPARTMENT**  
**FOR TRANSFER OF THE CURRENT SINGLE USE LICENSE FROM**  
**AN AS/400 MODEL 300-2041 TO**  
**AN IBM AS/400 MODEL 720**

**A. LICENSED STANDARD SOFTWARE**

<u>Application Package</u>	<u>Cost</u>
1. License Fees on AS/400 Model 720:	\$241,500
Less License Fees on AS/400 Model 300-2041:	(228,500)
Less Demonstration Site Discount:	(9,000)
<b>APPLICATION SOFTWARE UPGRADE FEE:</b>	<b><u>\$4,000</u></b>

**THE ABOVE LICENSE FEE UPGRADE CHARGES ARE VALID**  
**THROUGH OCTOBER 14, 2000**

Note: *Based on the AS/400 Model 720 license fees of \$241,500, the Standard Software Maintenance Fee will remain the same, as defined in the current SSMA Agreement.*

**CONFIDENTIAL**

**Exhibit A/LICENSED STANDARD SOFTWARE AND FEES**  
**Page 2**

**B. PAYMENT SCHEDULE**

- |    |                                    |                       |
|----|------------------------------------|-----------------------|
| 1. | APPLICATION SOFTWARE UPGRADE FEE   | <b><u>\$4,000</u></b> |
|    | (100% of the total Exhibit A cost) |                       |

<b>TOTAL LICENSED STANDARD SOFTWARE PAYMENTS DUE</b>	<b><u>\$4,000</u></b>
--	-----------------------

**ALL PAYMENTS ARE DUE WITHIN FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE**

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**CONFIDENTIAL**

**EXHIBIT E**  
**SERVICE AGREEMENT FOR**  
**IBM AS/400 CISC-TO-RISC SOFTWARE MIGRATION**

**1. Migration Support Services and Deliverables**

New World Systems will provide the following services to migrate New World Systems' current in-use Licensed Standard Software from an IBM AS/400 CISC environment to a new AS/400 RISC environment. **Customer** agrees to provide complete CISC program libraries (on acceptable media) to **New World** no later than five (5) weeks prior to the installation of their RISC processor. **New World** will then:

- (a) Restore Customer's CISC library for evaluation on New World's equipment.
- (b) Evaluate the applicable PTFs.
- (c) Load the RISC version of Customer's Licensed Standard Software.
- (d) Merge the RISC version of Licensed Standard Software with the RISC PTFs (e.g., create a converted RISC Library).
- (e) Validate the Converted RISC Library and return it to **Customer**.

These support services will be performed at **New World's** national headquarters in Troy, Michigan. The services include **New World's** computer usage and time spent by **New World's** technical staff. Other support services may be required at **Customer's** site and will be provided if used as described below.

The deliverables provided to **Customer** will be:

- a converted RISC Library (on acceptable media) including documentation to **Customer** on how to install the RISC version of Licensed Standard Software.

**2. Migration Services Fee**

The cost for performing the above listed services is **\$4,000**. \$4,000 will be billed upon signing of this agreement. All payments for services provided within this Agreement are due within fifteen (15) days from receipt of invoice. The RISC version of software will not be returned until the payment has been made.

**3. Additional On-Site Support Services**

Some **Customer** situations may require on-site support services due to unique **Customer's** needs (e.g., interfaces, custom software, testing, networking, staff experience, etc.). In these situations, **New World** will charge for all on-site time at the rate of \$ 110 per hour. (Plus all actual and reasonable travel expenses incurred by **New World** divided proportionately between all **New World** Customers visited on a single trip and actual employee travel time for Installation and Training up to but not exceeding four (4) hours per **Customer** visit.)

# Memorandum

**To:** New World Systems

**To Whom It May Concern**

**From:** Larry Labendeira *L.L.*  
**Information Systems Manager**

**Date:** 12/21/00

**Re:** Decline of NWS Migration Services

---

This is to inform you that the City of Merced will be declining the Exhibit E attachment specifying CISC-to-RISC conversion services for the hardware upgrade we will be performing in January, 2001. I understand that we will be assuming this responsibility and that migration assistance is available from New World Systems at your current hourly rate, should we request it.



## ADMINISTRATIVE REPORT

AGENDA

ITEM: I-1-f

MTG.

DATE: 1-16-01

TO: CITY MANAGER  
FROM: Ron Ringstrom, Police Services Manager  
DATE: January 5, 2001  
SUBJECT: Modification To Police Department's AS/400 Software License Agreement

### RECOMMENDATION: ACCEPT FOR INFORMATION ONLY

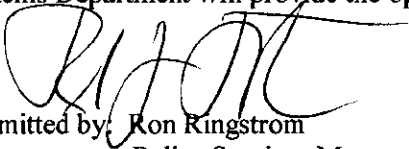
AUTHORITY: Chapter 3.04, Article III, of the Merced Municipal Code, relating to purchases of \$15,000 or less.


### DISCUSSION:

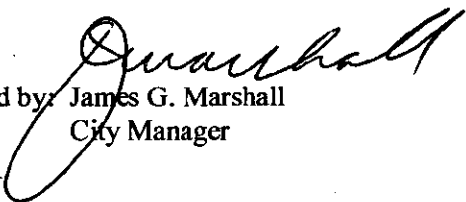
The Police Department's existing AS/400 computer is scheduled for replacement in February, 2001. The computer replacement also requires an update to our application software at a cost of \$4,000. The existing software version will not work on the new machine.

The cost of the updated application software was not included as a part of the hardware acquisition and is being purchased separately. Funding for the software upgrade is in account # 672-0403-513-43-00.

Attached are copies of the documents needed to modify to our existing license agreement (Attachment 1) and a memo (Attachment 2) from the City's Information Systems Department declining optional services suggested by New World Systems in Exhibit E. The Information Systems Department will provide the optional services locally to reduce project costs.

  
Submitted by: Ron Ringstrom  
Police Services Manager

  
Reviewed and Approved By: Mark A. Dossetti  
Chief of Police

  
Reviewed and Approved by: James G. Marshall  
City Manager

### Attachments:

1. License Modification Agreement
2. Information Systems Memo



## **Contract/Agreement**

**Council Date** 2/19/2008

**Council Item #** L-19

**Vendor Name** New World Systems

**Project/Service** Upgrade of Existing Software Agreement from AS400 to Microsoft Windows Based Software (MSP Upgrade)

**Comments** - Mailed to vendor for signature 2/26/08.  
- emailed to follow up 3/6/08.

Rec'd Memo sent 3/14/08

**City Clerk's Date** 2/8/2008

**City Attorney's Date** 2/12/2008

**Finance's Date** 2/12/2008

**City Manager's Date** 2/20/2008

**Deputy City Clerk Date** N/A

**Mailed Date** 2/26/08

**Please sign and return  
to Emily S. in Records  
x.6838.**

**Clerk Review Date:** 2/12/2008

FEB 20 2008

**City of Merced**  
**TRANSMITTAL FOR CONTRACT/AGREEMENT APPROVAL**

Contract No.: \_\_\_\_\_ (# will be assigned by City Clerk's Office after all documentation has been obtained)  
Distribution: Original Contract – Filed in the City Clerk's Office  
Duplicate Originals/Copies – Originating Department

Date Submitted: 2/8/08 Submitting Dept.: Police

Date of Council Meeting (If applicable): 2/19/08 Date Item(s) Required: \_\_\_\_\_

Funds available in the Budget?: ☒ Yes ☐ No ☐ Does Not Require Budget Funds  
Account No(s): \_\_\_\_\_ If No: ☐ Dept. Prepared Budget Transfer Form (copy attached)  
☒ Admin. Report Appropriating Funds (copy attached)

New Contract ☐ Amendment: 1<sup>st</sup> ☒ 2<sup>nd</sup> ☐ 3<sup>rd</sup> ☐ Change Order No.: \_\_\_\_\_

**Note:** The following require City Council approval:

- Non-Public Works Contracts in Excess of \$20,000 or Public Work Contracts in Excess of \$5,000; or
- Amendments Exceeding the Accumulated Contract Amount of 25% or More

Contractor/Vendor Name: New World Systems Misc. Receivable Acct. No.: \_\_\_\_\_

Verification of Business License: ☐ Business License No.: \_\_\_\_\_

Purpose of the Contract: Upgrade of Existing Software Agreement

Original Contract Amount: \$ \_\_\_\_\_ 1<sup>st</sup> Amendment: \$ \_\_\_\_\_

Date of Original Contract: \_\_\_\_\_ 2<sup>nd</sup> Amendment: \$ \_\_\_\_\_  
(Council Meeting date if requires Council approval.)

3rd Amendment: \$ \_\_\_\_\_

Beginning Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**Required Attachments:**

☐ Certificate of Insurance ☐ Labor & Material Bond ☐ Warranty Bond  
☐ W-9 (or substitution) ☐ Faithful Performance Bond ☐ Admin. Report (if applicable)  
☐ Other: \_\_\_\_\_

**Note:** Please be sure all blanks have been filled in, all exhibits are attached, and the contract has been signed by the contractor/vendor and City Attorney's Office before submitting to the City Clerk's Office for routing.

Department Head Signature: Tommy Mora Date: 2/8/08

☒ City Attorney's Office Signature (approved as to form)

**City Clerk's Office Checklist:**

☒ Dept. Head Signature on Form ☒ Admin. Report Attached ☒ Applicable Bond(s)  
☒ Contractor/Vendor Signature ☒ Finance Dept. Signature ☒ City Manager's Signature  
☒ City Attorney's Dept. Signature ☒ Insurance Certificate(s) ☒ Deputy City Clerk Signature  
☒ Logged into Databases ☒ Council Approval Verification ☐ Image & File Contract

Updated 2/02/2006

# Memo



**Date:** March 14, 2008

**To:** Marvin Dillsaver, Police

**From:** Emily Shuping, Records

**RE:** Upgrade of Existing Software Agreement from AS400 to Microsoft Windows Based Software (MSP Upgrade)

---

The City Clerk's Office is in receipt of the duly executed agreement with New World Systems for Upgrade of Existing Software Agreement from AS400 to Microsoft Windows Based Software (MSP Upgrade). Attached please find a copy for your records.

cc: Finance



New World Systems  
The Public Sector Software Company

February 6, 2008

**ADDITIONAL SOFTWARE LICENSE AGREEMENT**

For an Aegis 400 to Aegis MSP Upgrade

Mr. Marvin Dillsaver  
Communications Supervisor  
Merced Police Department  
611 W. 22nd Street  
Merced, CA 95340

Dear Mr. Dillsaver:

New World Systems is pleased to license you additional software and provide implementation services for the upgrade of your AS/400 licensed standard software to the New World Aegis MSP Licensed Standard Software.

The attached forms (Exhibits A, B, C, F and Appendix 1) are to be reviewed and approved by you and/or your authorized representative. They describe the additional software and services you have requested along with the related fees.

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.


The General Terms and Conditions from our original License Agreement with the Merced, California are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer. Upon completion of the upgrade to Aegis MSP standard software, the definition of COMPUTER from the (August 1, 1994) Agreement will be the MSP server(s) in use, and not the IBM AS/400.

Please acknowledge the change and your understanding on the services by the appropriate signature below.

**ACKNOWLEDGED AND AGREED TO BY:**

**NEW WORLD SYSTEMS® CORPORATION**  
(New World)

By:

  
Larry D. Leinweber, President

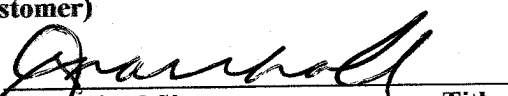
Date:

02-27-08

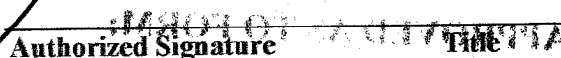
**MERCED POLICE DEPARTMENT, CA**

(Customer)

By:

  
Authorized Signature Title  
James G. Marshall, City Manager

By:

  
Authorized Signature Title

Date:

2/20/08

Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

Account Number: **001-1006-522.22-00 208007**

Amount: **\$213,000.00**

VERIFIED

BY: *Halbrecht*  
Finance Officer

FINANCE ENTRY	
Contract No:	<u>194059</u>
Vendor Number:	<u>495</u>
P.O. Number:	<u>87086</u>
Funds Available:	<u>Yes. Memo</u> <u>2/13/08</u>

Services Fee Pg 7	\$ 148,500.00
Data Conversion Pg 12	20,000.00
GIS Software Pg 14	12,500.00
Travel	32,000.00
<hr/>	
New World Systems	
Proposed Fee	<u><u>\$ 213,000.00</u></u>

**EXHIBIT A**  
**LICENSED STANDARD SOFTWARE AND FEES**

**1. License Fee for Licensed Standard Software And Documentation Selected By Customer:**

Application Package

Cost

A. STANDARD APPLICATION SOFTWARE <sup>1,2,3</sup>		
ITEM	DESCRIPTION	INVESTMENT
	<b>CAD</b>	(Users included in CAD Base - 6)
1.	<b>Aegis/MSP Combined Multi-Jurisdiction LE/Fire/EMS CAD</b>	\$70,000
	- Call Entry	
	- Call Control Panel	
	- Unit Recommendations	
	- Unit Status and Control Panel	
	- Call Stacking	
	- CAD Messaging	
	- Call Scheduling	
	- Dispatch Questionnaire	
	- Geo-File Verification	
	- Hazard and Location Alerts	
	- Hydrant Inventory	
	- Access to Aegis/MSP LE Records	
	- Access to Aegis/MSP Fire Records	
	- Note Pads	
	- Rip-N-Run Remote Printing	
	- Run Cards	
	- Tone Alerts	
2.	<b>Aegis/MSP Third Party CAD Interface Software<sup>4</sup></b>	
	- E-911 Interface <sup>5</sup>	8,000
	- Encoder Interface	8,000
	(supports Zetron Models 25, 26)	
	- Fire Records Interface	14,000
	(supports Firehouse, Sunpro, Alpine)	
<b>SUB-TOTAL CAD MODULES</b>		<b>100,000</b>

**LAW ENFORCEMENT RECORDS****(Users included in LE Records Base - 18)****3. Aegis/MSP Multi-Jurisdictional Base Law Enforcement Records**

48,000

- Accidents
- Arrest
- Business Registry
- Case Processing
- Computer Aided Investigations
- Federal Reports (UCR/IBR)
- Geo-File Verification
- Impounded Vehicles
- Incident Tracking
- Jacket Processing
- Personnel/Education
- Property
- Traffic Tickets and Citations
- Wants and Warrants

**4. Aegis/MSP Federal and State Compliance Reporting for LE Records**

12,000

- Federal UCR/IBR

**5. Additional Aegis/MSP Software for Law Enforcement Records**

- Activity Reporting and Scheduling 6,000
- Bicycle Registration 6,000
- Bookings 10,000
- Career Criminal Registry (parolee, sex offender) 6,000
- Case Management 6,000
- Field Investigations 6,000
- Gun Permits and Registrations 6,000
- Index Cards 6,000
- Pawn Shops 6,000

**SUB-TOTAL RECORDS MODULES****118,000****ADDITIONAL PUBLIC SAFETY SOFTWARE****6. Aegis/MSP Public Safety State/NCIC Interface Software<sup>6</sup>**

- Aegis/MSP State/NCIC Interface

11,000

*Includes 12 - 15 screens*

On-Line Modules - Includes 4 state inquiry screens

- On-Line CAD Interface to State/NCIC
- On-Line Wants and Warrants Interface to State/NCIC

7,000

7,000

**CONFIDENTIAL****Page 3 of 14**

7. **Aegis/MSP Data Analysis/Crime Mapping/Management Reporting**

- Base with Two Applications

25,000

**SUB-TOTAL ADDITIONAL PUBLIC SAFETY  
SOFTWARE MODULES**

**50,000**

**NEW WORLD STANDARD SOFTWARE LICENSE FEE**

**268,000**

**LESS CUSTOMER LOYALTY SOFTWARE CREDIT**

**(79,700)**

**LESS CUSTOMER LOYALTY SOFTWARE DISCOUNT**

**(188,300)**

**TOTAL SOFTWARE LICENSE FEE <sup>7,8</sup>**

**\$0**

**ENDNOTES**

- <sup>1</sup> *Personal Computers must meet the minimum hardware requirements for New World Systems' MSP product. Microsoft Windows 2000 or XP is the required operating system for all client machines. Windows 2003 Server and SQL Server 2000/2005 are required for the Application and Database Server(s).*
- <sup>2</sup> *New World Systems MSP product requires Microsoft Windows 2003 Server and SQL Server 2000/2005 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*
- <sup>3</sup> *Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.*
- <sup>4</sup> *Does not include any required third party hardware or software unless specified in Section C of this proposal.*
- <sup>5</sup> *May require a "Serial-to-Ethernet" converter for multiple PSAPs (not included in this proposal).*
- <sup>6</sup> *Customer is responsible for obtaining the necessary State approval and any non-New World hardware and software.*
- <sup>7</sup> *Prices assume that all software is licensed.*
- <sup>8</sup> *Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

**PRICING VALID THROUGH FEBRUARY 29, 2008**

**CONFIDENTIAL**

**Page 4 of 14**

1 Cnt Add 8yr 0205 r3

**Merced PD, CA**



**EXHIBIT B**  
**PROJECT MANAGEMENT, INSTALLATION AND**  
**TRAINING SUPPORT SERVICES AND FEES**

**1. Project Management Services**

**New World** shall act as Project Manager to assist **Customer's** management in implementing the Exhibit A software. This responsibility will include documenting, coordinating and managing the overall Implementation Plan with **Customer's** management and the Customer Liaison. Project Management Services include:

- a) a summary level Implementation Plan;
- b) a detail level Implementation Plan;
- c) revised Implementation Plans (if required);
- d) monthly project status reports; and
- e) project status meetings
  - a project review (kickoff) meeting at **Customer's** location
  - progress status meeting(s) will occur during implementation via telephone conference or at **Customer's** location; and
  - a project close-out meeting at **Customer's** location to conclude the project.

To implement the Exhibit A applications, the Project Management fee will be **\$40,120.**

**2. Implementation and Training Support Hours Recommended**

It is recommended that appropriate support hours are allocated for all Licensed Standard Software listed in Exhibit A to insure successful implementation of and training on each application package. Based on the Licensed Standard Software listed on Exhibit A, **517** hours of **New World** implementation and training support services have been allocated. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. **Customer** agrees to reimburse **New World** for support trips canceled by **Customer** less than ten (10) days before the scheduled start date to cover **New World's** out-of-pocket costs and lost revenues. The recommended implementation and training support services include:

- a) implementation of each package of Licensed Standard Software; and
- b) **Customer** training and/or assistance in testing for each package of Licensed Standard Software.

The project management, implementation and training support services are performed at **Customer's** premises and/or at **New World** national headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

**3. Interface Installation Service Fees**

A flat rate fee is charged for the installation of selected interfaces on Exhibit A. This fee does not include hardware and/or third party product costs. Whenever possible, this work will be done remotely, resulting in savings in travel costs. If on-site installation and training is required, **Customer** will be responsible for the actual travel costs. Installation includes the following interfaces with these corresponding fees.

**Exhibit B / PROJECT MANAGEMENT, INSTALLATION AND TRAINING SUPPORT SERVICES AND FEES**

a)	911 Interface	\$4,000
b)	Encoder Interface	5,000
c)	Fire Records Interface	6,000
d)	State/NCIC	6,000
e)	Geo File Implementation	8,000
<b>TOTAL INTERFACE INSTALLATION SERVICE FEES .....</b>		<b><u>\$29,000</u></b>

New World's GIS implementation services are to assist and train **Customer** in preparing their GIS mapping data for use with the Licensed Standard Software. **Customer** must provide an accurate GIS street centerline layer in an industry standard file format (ESRI Shape Files). **Customer** is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. New World will assist **Customer** to create and/or import map layers representing the Police/EMS/Fire boundaries. New World is not responsible for GIS data corrections, cleansing or accuracy.

**4. Other Installation Service Fees**

A flat rate fee is charged for quality assurance of the **Customer's** existing Aegis/MSP Server(s). This fee does not include hardware and/or third-party product costs. Whenever possible, this work will be done remotely, resulting in savings in travel costs. If an on-site installation review is required, **Customer** will be responsible for the actual travel costs.

a)	Hardware Quality Assurance Fee	\$7,000
<b>TOTAL QUALITY ASSURANCE SERVICE FEES .....</b>		<b><u>\$7,000</u></b>

**5. Support Service Fees Estimate**

The 517 hours of installation and training support services cost has been calculated using a rate of **\$140** per hour. Additional services are also available at the rate of **\$140** per hour. This rate is protected for one year from the date New World executes this Agreement. After one year, **Customer** shall pay the then-current hourly rate for all Exhibit B support services rendered.

Based on the services suggested above, the Project Management (\$40,120), Installation and Training Support Services (\$72,380), Interface Installation Services (\$29,000) and Quality Assurance Services (\$7,000) costs will be a total of **\$148,500**. (Plus all actual and reasonable travel expenses incurred by New World divided proportionately between all New World customers visited on a single trip and actual employee travel time for Installation and Training up to but not exceeding four (4) hours per **Customer** visit.)

**6. Additional Services Available**

Other New World services may be required or requested for the following:

- a) additional software training;
- b) tailoring of Licensed Standard Software by New World technical staff and/or consultation with New World technical staff;

**Exhibit B / PROJECT MANAGEMENT, INSTALLATION AND TRAINING SUPPORT SERVICES AND FEES**

- c) **New World** consultation with other vendors or third parties;
- d) modifying the Licensed Standard Software;
- e) designing and programming Licensed Custom Software; and
- f) maintaining modified Licensed Standard Software and/or custom software.

**Customer** may request these additional services in writing using **New World's** Request For Service (RFS) procedure (or other appropriate procedures mutually agreed upon by **Customer** and **New World**).

**7. Payments for Exhibit B Services**

Exhibit B Services will be billed as follows:

a) Upon <b>Agreement</b> execution	\$74,250
b) 90 days after the Effective Date	29,700
c) 180 days after the Effective Date	29,700
d) Upon project completion or 365 days after the Effective Date, whichever comes first.	14,850
<b>TOTAL EXHIBIT B SERVICES FEE</b> .....	<b><u>\$148,500</u></b>

**8. Payments for Travel Costs**

All travel costs will be billed weekly for services provided in the previous calendar week.

Note: Any taxes imposed from the course of this **Agreement** are the responsibility of the **Customer** and **Customer** agrees to remit when imposed. If an exemption is claimed by the **Customer**, an exemption certificate must be submitted to **New World**.

**ALL PAYMENTS ARE DUE WITHIN FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE.**

**EXHIBIT C**  
**STANDARD SOFTWARE MAINTENANCE AGREEMENT**

This Standard Software Maintenance Agreement (SSMA) between **New World Systems Corporation (New World)** and **Merced Police Department, California (Customer)** sets forth the standard software maintenance support services provided by **New World**.

**1. Service Period**

This SSMA shall remain in effect for a period of five (5) years (the SSMA term) beginning on July 1, 2008 and ending on June 30, 2013. **New World** has provided a customer upgrade discount on Exhibit A. In consideration for this discount, **Customer** agrees to pay full amount of annual payments due **New World** under Exhibit C. If **Customer** fails to pay all the SSMA amounts as specified, **Customer** shall forfeit the license to use the Aegis MSP licensed product and shall return all copies of the licensed product to **New World**. No cancellation of Exhibit A software modules and related fees will be allowed during the service period.

**2. Services Included**

The following services or features are available under this SSMA:

- a) upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**);
- b) temporary fixes to Licensed Standard Software (see paragraph 6 below);
- c) revisions to Licensed Documentation;
- d) reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone); and
- e) invitation to and participation in user group meetings.
- f) Emergency 24-hour per day telephone support, for *Aegis* CAD only, seven (7) days per week for Licensed Standard Software. Normal service is available from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone). After 8:00 p.m., the *Aegis* CAD phone support will be provided via beeper and a **New World** support representative will respond to CAD service calls within 30 minutes of call initiation.
- g) Includes integration of the ESRI software that is a component of the Exhibit A Licensed Standard Software.

Items a, b, and c above will be distributed to **Customer** on appropriate media or other means.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees. Exhibit B has a description of support services available.

## Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

### 3. Maintenance for Modified Licensed Standard Software and Custom Software

**Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain.** If New World agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer's** request, or for prior releases of **New World's** software, then the additional **New World** maintenance or support services provided shall be billed at the then-current Exhibit B hourly fees plus reasonable expenses.

### 4. Billing

Maintenance costs will be billed annually, beginning on the start date and on the same day each year thereafter for the term of the SSMA. (Any Exhibit B support or service hours and travel costs incurred are billed weekly for the previous calendar week.)

### 5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA ninety (90) days after delivery. Costs for the maintenance for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the maintenance year and on a full year basis thereafter.

### 6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report it believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the Customer Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. (See paragraph 4.0 of the General Terms and Conditions of this **Agreement** for the **New World** warranties provided). A non-warranty request is handled as a billable Request For Service (RFS) (see Exhibit B).

The no-charge software correction service does not apply to any of the following:

- a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
- b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and
- c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

## Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

### 7. Maintenance Costs for Licensed Standard Software Packages Covered for MSP Server(s)

New World agrees to provide software maintenance at the costs listed below for the following New World Licensed Standard Software packages installed at Customer's location:

<u>Application Packages</u>	<u>Number of Modules</u>
1) <i>Aegis/MSP Combined Multi-Jurisdiction LE/Fire/EMS CAD</i>	17
2) <i>Aegis/MSP Third Party CAD Interface Software</i>	3
3) <i>Aegis/MSP Multi-Jurisdictional Base Law Enforcement Records</i>	14
4) <i>Aegis/MSP Federal and State Compliance Reporting for LE Records</i>	1
5) <i>Aegis/MSP Additional Aegis/MSP Software for Law Enforcement Records</i>	9
6) <i>Aegis/MSP Public Safety State/NCIC Interface Software</i>	3
7) <i>Aegis/MSP Data Analysis/Crime Mapping/Management Reporting</i>	1
8) <i>Aegis/MSP Mobile Software on the RS6000*</i>	2
9) <i>Aegis/MSP Mobile Client Laptop Software*</i>	3
10) <i>Aegis/MSP Mobile Software on the iSeries 400 or MSP server*</i>	1

\* Licensed on Prior Contract

#### Annual Maintenance Cost (5-Year Plan, Billed annually)

Year 1	for period	July 1, 2008 – June 30, 2009	\$97,151
Year 2	for period	July 1, 2009 – June 30, 2010	8% increase over previous year
Year 3	for period	July 1, 2010 – June 30, 2011	8% increase over previous year
Year 4	for period	July 1, 2011 – June 30, 2012	8% increase over previous year
Year 5	for period	July 1, 2012 – June 30, 2013	8% increase over previous year

**ALL PAYMENTS ARE DUE WITHIN FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE.**

**EXHIBIT F**  
**DATA FILE CONVERSION ASSISTANCE**

**New World** will provide conversion assistance to **Customer** to help convert the existing data files specified below. If additional files are identified after contract execution, estimates will be provided to **Customer** prior to **New World** beginning work on those newly identified files.

**General**

1. This conversion effort includes data coming from one unique database or source, not multiple sources.
2. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by **Customer** prior to providing the data to **New World**.

**New World Responsibilities**

1. **New World** will provide the data conversion programs to convert **Customers** data from a single data source to the **New World Licensed Standard Software** for the specified files that contain 500 or more records.
2. **New World** will provide **Customer** up to 2 test sets of the converted data. Additional test sets requested may/will require additional conversion costs.
3. As provided in the approved project plan for conversions, **New World** will schedule a conversion analysis trip and a separate data conversion testing trip to **Customer's** location. The conversion testing trip will be part of delivering the conversion programs to **Customer**.
4. **New World** will create and provide **Customer** with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by **New World** will commence until **Customer** approves this document.

**Customer Responsibilities**

1. Data files from **Customer's** current Aegis database are included in this conversion. **Customer** will provide a list of discrete data files with descriptions of fields or data elements in each file.
2. Data will be submitted to **New World** in EBCDIC or ASCII format with a fixed field, fixed record length and fixed block format, with coma delimiters on the following media types: DVD, CD, 3 ½ inch disk, or 8 mm tape.
3. Data files submitted must include an accurate count of records contained in the file. **Customer** understands that files or tables containing less than 500 records or table entries will not be converted.
4. As provided in the project plan for conversions, **Customer** will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever **New World** staff is on site regarding conversions. Roughly a one to one ratio exists for **Customer** commitment and the **New World** commitment. **Customer** understands that thorough and timely testing of the converted data by **Customer** personnel is a key part of a successful data conversion.
5. **Customer** agrees to promptly review and signoff on both the conversion design document, and on the final conversions after appropriate review.

Customer Investment

The cost for the Data File Conversion services is **\$20,000** and is to be paid as follows:

a)	DOWN PAYMENT (50% - due upon execution of <b>Agreement</b> )	\$10,000
b)	ANALYSIS PAYMENT (30% - due upon delivery of conversion design document to <b>Customer</b> )	\$6,000
c)	FINAL PAYMENT (20% - due 30 days after initial delivery of converted data)	\$4,000
TOTAL PAYMENTS DUE FOR DATA FILE CONVERSION ( <b>Exhibit F</b> ) .....		<b><u>\$20,000</u></b>

Note: Where applicable, travel costs for **New World** employees to complete the tasks for Exhibit F services are billed under the provisions of Exhibit B services. All travel to be mutually agreed upon by **Customer** and **New World**.





*New World Systems*  
Law Public Service & Government Solutions

**APPENDIX 1**  
**AGREEMENT AND AUTHORIZATION FOR PROCUREMENT**  
**OF THIRD PARTY PRODUCTS AND SERVICES**

**February 6, 2008**

This agreement (Agreement) between **Merced Police Department, California (Customer)** and **New World Systems® Corporation, (New World)** is to cover the procurement of Third Party products and services by New World for Customer.

The attached configuration (Exhibit 1) describes the Third Party products and services that **Customer** will be obtaining through **New World**. By their written approval below, **Customer** authorizes **New World** to order the Exhibit 1 products for delivery to:

Mr. Marvin Dillsaver  
Communications Supervisor  
Merced Police Department  
611 W. 22nd Street  
Merced, CA 95340

Upon execution of this **Agreement**, a down payment of 50% of the Exhibit 1 cost is due. The balance is due upon delivery of the Third Party products. **Customer** agrees that failure to pay the amount billed within fifteen (15) days will result in a daily finance charge equal to .1% (.001) of the Exhibit 1 cost. If applicable, the finance charge will be computed and invoiced separately based on the receipt of **Customer's** payment to **New World** for Exhibit 1 amounts due. **Customer** agrees to pay all applicable finance charges (if any) promptly.

**Customer** is responsible for the site preparation and related costs to install the Exhibit 1 products. **Customer** is responsible for any returned product charges, including re-stocking and shipping fees, for all Third Party products ordered by **New World** on the **Customer's** behalf. Actual and reasonable travel expenses incurred by **New World** and actual employee travel time up to but not to exceed four (4) hours per **Customer** visit, are in addition to the Exhibit 1 cost and will be billed weekly as incurred.

Any taxes or fees imposed from the course of this **Agreement** are the responsibility of the **Customer** and **Customer** agrees to remit when imposed. If an exemption is claimed by the **Customer**, an exemption certificate must be submitted to **New World**.

After execution of this **Agreement**, the Exhibit 1 components and cost may be changed by mutual agreement of both parties. If a change order in the configuration requires additional costs, **New World** shall notify **Customer** of the additional costs and with **Customer's** approval these costs shall be borne by **Customer**. Without such approval, the change order will not be processed.

**Customer** shall or may be required to execute selected **Agreements** with vendors and **New World** shall not confirm the ordering of any Exhibit 1 products without **Customer's** authorized signature on the **Agreements**. **Customer** shall receive the benefit of all warranties, services, etc. provided for in the **Agreements**.

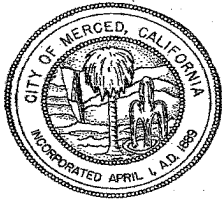
**AGREEMENT AND AUTHORIZATION FOR PROCUREMENT  
OF THIRD PARTY PRODUCTS AND SERVICES**

**EXHIBIT 1  
CONFIGURATION**

C. THIRD PARTY COSTS		
ITEM	DESCRIPTION	INVESTMENT
1.	GIS Software	\$12,500
	ESRI	\$12,500
TOTAL THIRD PARTY COSTS		<u>\$12,500</u>

ESRI Notes

- 1) All Aegis/MSP Customers are required to use ESRI's ArcGIS suite of products to maintain GIS data. All maintenance, training and on-going support of this product will be contracted with and conducted by ESRI. Maintenance for ESRI's ArcGIS suite of products that are used for maintaining **Customer's** GIS data will be contracted by **Customer** separately with ESRI.
- 2) The on-going **New World** SSMA cost is required for any Aegis software changes related to integration with ESRI software.
- 3) If a new release of ArcGIS is incorporated into the Aegis software, an associated upgrade fee may be required for the new ESRI software, depending on the potential cost from ESRI; and/or on the scope of effort required to integrate the new ESRI release with Aegis software.
- 4) **Customer** will restrict use of the ESRI Software to executable code (used with the Aegis Licensed Standard Software).
- 5) **Customer** will prohibit (a) transfer of the ESRI Software except for temporary transfer in the event of computer malfunction; (b) assignment, time-sharing, lend or lease, or rental of the ESRI Software or use for commercial network services or interactive cable or remote processing services; and (c) title to the ESRI Software from passing to any other party.
- 6) **Customer** will prohibit the reverse engineering, disassembly, or decompilation of the ESRI Software and prohibit duplication of the ESRI Software except for a single archival copy; reasonable Sublicensee backup copies are permitted.
- 7) **Customer** will disclaim, to the extent permitted by applicable law, ESRI's liability for any damages, or loss of any kind, whether special, direct, indirect, incidental, or consequential, arising from the use of the ESRI Software.
- 8) At the termination of their Agreement (Sublicense) with **New World**, **Customer** will certify in writing to **New World** that it has discontinued use and has destroyed or will return to **New World** all copies of the ESRI Software and documentation.
- 9) **Customer** will comply fully with all relevant export laws and regulations of the United States to assure that the ESRI Software, or any direct product thereof, is not exported, directly or indirectly, in violation of United States law.
- 10) **Customer** will prohibit the removal or obscuring of any copyright, trademark notice, or restrictive legend.
- 11) If **New World** grants a Sublicense to the United States Government, the ESRI Software shall be provided with "Restricted Rights".



## ADMINISTRATIVE REPORT

AGENDA

ITEM: \_\_\_\_\_

MTG

DATE: \_\_\_\_\_

TO: James Marshall, CITY MANAGER

FROM: Marvin Dillsaver, Communications Supervisor

DATE: February 8, 2008

SUBJECT: Upgrade of New World Systems AS/400 software to a Microsoft  
Widows based software and purchase of required hardware per IT  
Department requirements.

---

### RECOMMENDATION:

- A. Adopt a motion to approve the sole source agreement with New World Systems for upgrading the Police Departments AS/400 Software to the newer Microsoft (windows based) software, and;
- B. Adopt a motion waiving the competitive bid requirements by participating in cooperative purchasing in conjunction with the State Of California (WSCAI) program for all hardware needed for this project, and;
- C. Adopt a motion to transfer the remaining balance of \$53,927 in Project #198060 Fund 451 and appropriate to Fund 001 for the upgrade, and;
- B. Authorize the City Manager to execute all necessary documents.

### POSSIBLE CITY COUNCIL ACTIONS:

- (1) Approve as recommended by staff; or,
- (2) Deny the request; or,



## ADMINISTRATIVE REPORT

AGENDA

ITEM: \_\_\_\_\_

MTG

DATE: \_\_\_\_\_

(3) Refer back to staff for further study

### AUTHORITY:

Article III of Title 3, Chapter 3.04, of Merced Municipal Code relating to purchases over twenty five thousand dollars. Section 3.04.210 exemptions from competitive bidding.

### DISCUSSION:

The Merced Police department has been looking into upgrading its CAD "Computer Aided Dispatch" and RMS "Records Management System" from its existing platform to a new windows based platform. This new Windows platform is the latest technology that New World Systems has to offer. This will allow the Police Department to keep pace with the current technology that is available and allow for continued growth. This conversion can be done with significant savings provided by New World Systems running on the Windows platform.

The benefits of upgrading with New World Systems are that it is compatible with our current mobile solution, would retain existing interfaces to other City systems including the ability to continue viewing map data in the patrol cars from Remote Access software. The upgrade would be a simple amendment to our existing contract, the city would not be impacted by redundant maintenance contracts by converting to another vendor, data migration would be simple with no finger pointing and through New World Systems Customer Loyalty Program they will provide the upgrade to the city with no additional license fees. In totality, these benefits provide significant savings to the City of approximately \$500,00.00 dollars excluding hardware costs.

Another important benefit is that New World Systems has already completed several dozens of these conversions with other customers of theirs. New World Systems has been growing it's cliental in the California area and currently, Manteca and Merced are the only customers at this point that are still on the AS/400 platform.



## ADMINISTRATIVE REPORT

AGENDA

ITEM: \_\_\_\_\_

MTG

DATE: \_\_\_\_\_

The City of Merced for the past 20 or so years has been running the Police Department's computer systems on an IBM AS/400 server. Over these years the system has been very dependable and trustworthy. Unfortunately, this platform is not the platform of choice for CAD and RMS systems of today.

Technology has come a long way in the past 20 years and the IBM AS/400 server and the applications running on it have not been able to keep pace with the newer technologies in the public safety arena. The newer public safety technologies that are available today are moving away from the IBM AS/400 servers towards the Microsoft based Platform. New World Systems is among those that have been moving their customers from the AS/400 systems to the Windows Platform over the past couple of years. New World Systems has stated that the Windows platform is where they will be focusing their research and development efforts for new enhancements and will not be investing the same amount of resources to new enhancements with their AS/400 public safety software.

The Police Department's IBM AS/400 has served its life span and at this point has exceeded its replacement cycle. The IBM AS/400 was up for replacement in June of 2006 and the replacement funds for the AS/400 are sufficient to replace the current server with the Windows Platform servers. The cost of the new hardware is approximately \$99,487.00. This has been confirmed by the IT Department.

Due to the current promotions that New World Systems is offering to their AS/400 customers to assist with the implementation to the newer and more user-friendly MSP platform, the costs have been reduced drastically. The cost of the complete upgrade including a 10% buffer is \$343,735.70 for the complete upgrade. This includes the following, \$99,487.00 hardware cost, \$213,000.00 in professional service fees to complete the upgrade from New World Systems and 10% buffer of \$31,248.70. This will cover all hardware, professional services costs associated with the upgrade and conversion of all of the police departments existing data, project management and travel costs associated with the project.

The costs outlined above are very reasonable compared to moving to another vendor. Recent similar purchases in Davis and Fremont are two to three times



## ADMINISTRATIVE REPORT

AGENDA

ITEM: \_\_\_\_\_

MTG

DATE: \_\_\_\_\_

higher respectively. Also, if the City does not act soon, it risks losing this promotion. The base price from New World Systems for this proposal if Merced were a new customer would be \$734,487.00. If the city was to move to another vendor we would have to replace existing software and hardware that could easily run to total purchase price over 1 million dollars.

### FUNDING:

Funding for the purchase of this upgrade will come from several sources as outlined below.

Account number	Description	Amount
451-1023-627-65-00	Project 198060 MDT computers balance	\$ 53,926.72
673-0403-513.43-00	AS/400 Replacement funds	\$100,000.00
001-1006-521-01-00	Salary Savings	\$137,298.00
001-1007-521-10-20	Earned Benefit Savings	\$ 15,000.00
001-1003-521-03-00	Temporary Help Savings	\$ 18,000.00
001-1003-521-10-20	Earned Benefit Savings	\$ 19,510.98
	<b>Total Funds</b>	<b>\$343,735.70</b>

### **Conclusion/Recommendation:**

It is our recommendation that we move forward with the upgrade promotion in place from New World Systems and take advantage of the benefits and savings offered. New World Systems like other CAD/RMS vendors are continuing to move their applications to a more user-friendly window based application that also takes advantage of advancements to in-field communications. New World Systems has been devoting much of their new applications and development towards the MSP platform and if we don't move forward we may lose this opportunity to take advantage of these savings.

Staff recommends City Council adopt a motion waiving competitive bid requirements as stated in Section 3.02.210 of the Merced Municipal Code and; adopt a motion to approve the sole source agreement with New World Systems for



## ADMINISTRATIVE REPORT

AGENDA

ITEM: \_\_\_\_\_

MTG \_\_\_\_\_

DATE: \_\_\_\_\_

upgrading the Police Departments AS/400 Software to the newer Microsoft (windows based) software and; adopt a motion waiving the competitive bid requirements by participating in cooperative purchasing in conjunction with the State Of California (WSCAI) program for all hardware needed for this project and; adopt a motion to transfer the remaining balance of \$53,927 in Project #198060 Fund 451 and appropriate to Fund 001 for the upgrade and; authorize the City Manager to execute all necessary documents.

RESPECTFULLY SUBMITTED:

RESPECTFULLY SUBMITTED:

Marvin Dillsaver  
Communications Supervisor

Lee Smith  
IT Manager

REVIEWED:

REVIEWED:

Russ Thomas  
Chief of Police

Jeff Lewis  
IT Director

REVIEWED AND APPROVED:

JAMES G. MARSHALL  
CITY MANAGER



## ADMINISTRATIVE REPORT

AGENDA

ITEM: \_\_\_\_\_

MTG

DATE: \_\_\_\_\_

### QUESTIONS AND ANSWERS:

1. Why move to a windows based environment?

The windows based product is a more user-friendly system and allows the police department to continue to grow its technology. The new system will allow for additional data to be stored on the system to include, pictures, audio files, etc.

2. Isn't the windows based environment more apt to get virus?

There is a perception that the Microsoft platform is not as stable as an AS/400 platform, however this is an old perception and per our IT staff the city has not had any viruses or computer crashes on the Microsoft Servers over the past 7 years.

3. Why move from the AS/400 server to the Microsoft Server?

The largest reason to move would be that the AS/400 server is outdated and in need of replacement. Due to the fact that it is in need of replacement it makes economical sense to move now due to the fact that there is a severe cost savings in doing so. If we were to replace with another AS/400 now it would be another 4 years before the replacement monies would be available again. It is unknown how long the New World Systems offer will be available. It is also to the cities advantage to use the offers available from New World Systems and move now due to the fact that it is unknown how much longer New World Systems will be upgrading their AS/400 software.



I hereby request approval of the following budget adjustment:

Transfer from	Credit	Transfer to	Debit
001-1006-521-01-00	\$ 137,298.00	001-1006-522-22-00 <sup>208007</sup>	\$ 189,809.00
001-1007-521-10-20	\$ 15,000.00		
001-1003-521-03-00	\$ 18,000.00		
001-1003-521-10-20	\$ 19,511.00		

needs to  
attach a project #  
it's a \$ 200 #

<b>Totals</b>	\$ <u>Credit</u> 189,809.00	\$ <u>Debit</u> 189,809.00
---------------	--------------------------------	-------------------------------

**JUSTIFICATION:** Funding necessary for project #208007, New World Systems upgrade.

Date: \_\_\_\_\_ Department Head By: \_\_\_\_\_

148,500 PG 7  
20,000 PG 12  
12,500 PG 14

181,000

32,000

213,000

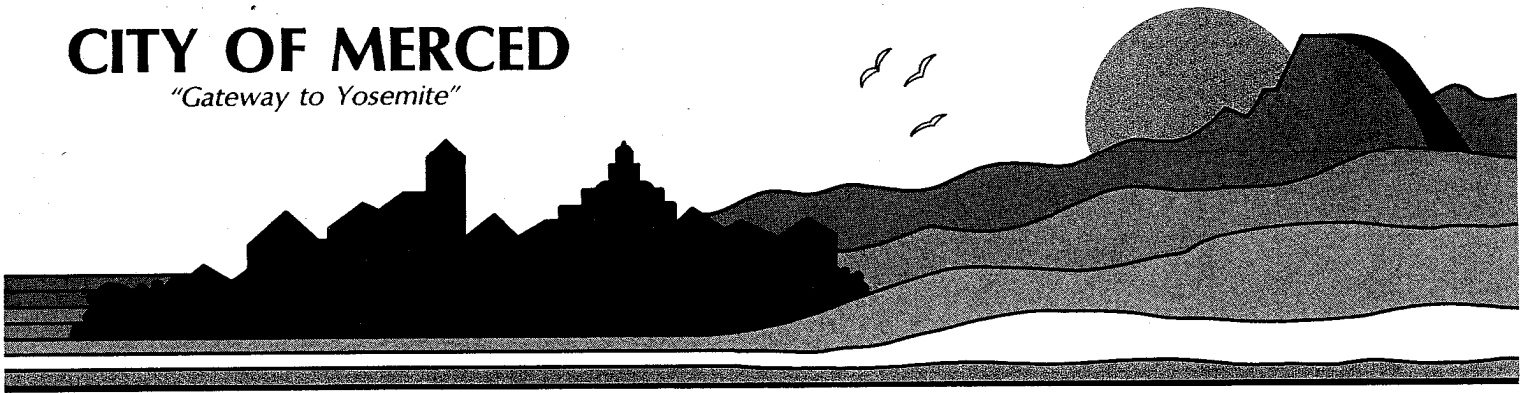
30,736

travel

NW Proposal  
10% Contingency  
(Do not enc)

# CITY OF MERCED

"Gateway to Yosemite"



February 26, 2008

Larry D. Leinweber, President  
New World Systems  
888 West Big Beaver Rd, Ste. 600  
Troy, MI 48084-4749

Dear Mr. Leinweber:

Enclosed please find two original software license agreements, which have been executed by the City Manager of the City of Merced, for an Aegis 400 to Aegis MSP Upgrade. When executed by the appropriate official, please return one fully executed agreement to my attention in the Merced City Clerk's office, retaining one original for your records.

Thank you in advance for your time and consideration regarding this matter.

Sincerely,

A handwritten signature in cursive script that reads "Emily Shuping".

Emily Shuping  
Records Clerk  
(209) 385-6838

## Contract/Agreement

Council Date	
Council Item #	
Vendor Name	New World Systems
Project/Service	Additional Software License Agreement, Amendment to MSP Upgrade
Comments	Mailed via Fed Ex 9/30/08 for vendor signature
City Clerk's Date	9/22/2008
City Attorney's Date	9/22/2008
Finance's Date	9/26/08
City Manager's Date	9/30/08
Deputy City Clerk Date	N/A
Mailed Date	9/30/08
Clerk Review Date:	9/22/2008

Please sign and return to Emily in Records X.6838.

940059

9/30

SEP 30 2008

**City of Merced**  
**TRANSMITTAL FOR CONTRACT/AGREEMENT APPROVAL**

Contract No.: \_\_\_\_\_ (# will be assigned by City Clerk's Office after all documentation has been obtained)  
Distribution: Original Contract – Filed in the City Clerk's Office  
Duplicate Originals/Copies – Originating Department

Date Submitted: 9-22-08 Submitting Dept.: \_\_\_\_\_

Date of Council Meeting (If applicable): \_\_\_\_\_ Date Item(s) Required: \_\_\_\_\_

Funds available in the Budget?: ☐ Yes ☐ No ☒ Does Not Require Budget Funds  
Account No(s): \_\_\_\_\_ If No: ☐ Dept. Prepared Budget Transfer Form (copy attached)  
☐ Admin. Report Appropriating Funds (copy attached)

New Contract ☐ Amendment: 1<sup>st</sup> ☒ 2<sup>nd</sup> ☐ 3<sup>rd</sup> ☐ Change Order No.: \_\_\_\_\_

**Note:** The following require City Council approval:

- Non-Public Works Contracts in Excess of \$20,000 or Public Work Contracts in Excess of \$5,000; or
- Amendments Exceeding the Accumulated Contract Amount of 25% or More

Contractor/Vendor Name: New World Systems Misc. Receivable Acct. No.: \_\_\_\_\_

Verification of Business License: ☐ Business License No.: \_\_\_\_\_

Purpose of the Contract: additional software license agreement

Original Contract Amount: \$ 213,000 1<sup>st</sup> Amendment: \$ Ø

Date of Original Contract: Feb 6, 2008 2<sup>nd</sup> Amendment: \$ \_\_\_\_\_  
(Council Meeting date if requires Council approval.)

3rd Amendment: \$ \_\_\_\_\_

Beginning Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**Required Attachments:**

☐ Certificate of Insurance ☐ Labor & Material Bond ☐ Warranty Bond  
☐ W-9 (or substitution) ☐ Faithful Performance Bond ☐ Admin. Report (if applicable)  
☐ Other: \_\_\_\_\_

**Note:** Please be sure all blanks have been filled in, all exhibits are attached, and the contract has been signed by the contractor/vendor and City Attorney's Office before submitting to the City Clerk's Office for routing.

Department Head Signature: Tony Mora Date: 9-22-08

☐ City Attorney's Office Signature (approved as to form)

**City Clerk's Office Checklist:**

☒ Dept. Head Signature on Form ☒ Admin. Report Attached ☒ Applicable Bond(s)  
☐ Contractor/Vendor Signature ☐ Finance Dept. Signature ☐ City Manager's Signature  
☐ City Attorney's Dept. Signature ☒ Insurance Certificate(s) ☒ Deputy City Clerk Signature  
☒ Logged into Databases ☒ Council Approval Verification ☐ Image & File Contract

**1 From** *Please print and press hard.*  
 Date 9/30/08 Sender's FedEx Account Number 178642863 SHIPMENT TRACKING NUMBER ONLY  
 Sender's Name Emily Shuping Phone (209) 385-6838  
 Company City of Merced  
 Address 678 W. 18th St. Dept./Floor/Suite/Room  
 City Merced State Ca ZIP 95340

**2 Your Internal Billing Reference** First 24 characters will appear on invoice. **OPTIONAL**

**3 To**  
 Recipient's Name Larry D. Leinweber Phone (248) 269-1000  
 Company New World Systems Corp.  
 Recipient's Address 888 W. Big Beaver Road, Ste. 600 Dept./Floor/Suite/Room  
 Address   
 To request a package be held at a specific FedEx location, print FedEx address here.  
 City Troy State MI ZIP 48084-4749



**4a Express Package Service** *Packages up to 150 lbs.*  
☒ **FedEx Priority Overnight** Next business morning.\* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.  
☐ **FedEx Standard Overnight** Next business afternoon.\* Saturday Delivery NOT available.  
☐ **FedEx First Overnight** Earliest next business morning delivery to select locations.\* Saturday Delivery NOT available.  
☐ **FedEx 2Day** Second business day.\* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.  
☐ **FedEx Express Saver** Third business day.\* Saturday Delivery NOT available.  
 \* To most locations.

**4b Express Freight Service** *Packages over 150 lbs.*  
☐ **FedEx 1Day Freight\*** Next business day.\*\* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.  
☐ **FedEx 2Day Freight** Second business day.\*\* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.  
☐ **FedEx 3Day Freight** Third business day.\*\* Saturday Delivery NOT available.  
 \* Call for Confirmation. \*\* To most locations.

**5 Packaging**  
☒ **FedEx Envelope\*** ☐ **FedEx Pak\*** Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak. ☐ **FedEx Box** ☐ **FedEx Tube** ☐ **Other**  
 \* Declared value limit \$500.

**6 Special Handling** *Include FedEx address in Section 3.*  
☐ **SATURDAY Delivery** NOT Available for FedEx Standard Overnight, FedEx First Overnight, FedEx Express Saver, or FedEx 3Day Freight.  
☐ **HOLD Weekday at FedEx Location** NOT Available for FedEx First Overnight.  
☐ **HOLD Saturday at FedEx Location** Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.  
 Does this shipment contain dangerous goods?  
☒ **No** ☐ **Yes** One box must be checked. ☐ **Yes** As per attached Shipper's Declaration. ☐ **Yes** Shipper's Declaration not required.  
☐ **Dry Ice** Dry ice, 9 UN 1845 x kg  
 Dangerous goods (including dry ice) cannot be shipped in FedEx packaging. ☐ **Cargo Aircraft Only**

**7 Payment** *Bill to:* Enter FedEx Acct. No. or Credit Card No. below.  
☒ **Sender** Acct. No. in Section 1 will be billed. ☐ **Recipient** ☐ **Third Party** ☐ **Credit Card** ☐ **Cash/Check**  
 FedEx Acct. No. Exp. Date

**Total Packages** 1 **Total Weight** 1 lb **Total Declared Value\*** \$ 0.00

\*Our liability is limited to \$100 unless you declare a higher value. See back for details. By using this Airbill you agree to the service conditions on the back of this Airbill and in the current FedEx Service Guide, including terms that limit our liability.

**8 Residential Delivery Signature Options** *If you require a signature, check Direct or Indirect.*  
☐ **No Signature Required** Package may be left without obtaining a signature for delivery.  
☐ **Direct Signature** Someone at recipient's address may sign for delivery. Fee applies.  
☐ **Indirect Signature** If no one is available at recipient's address, someone at a neighboring address may sign for delivery. Fee applies.  
**520**

# CITY OF MERCED

"Gateway to Yosemite"



September 30, 2008

Larry D. Leinweber, President  
New World Systems Corporation  
888 W. Big Beaver Road, Suite 600  
Troy, MI 48084-4749

Dear Mr. Leinweber:

Enclosed please find two original agreements, which have been executed by the City Manager of the City of Merced, for additional software licensing. When executed by the appropriate official, please return one fully executed original agreement to my attention in the Merced City Clerk's office, retaining one original for your records.

Thank you in advance for your time and consideration regarding this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read "Emily Shuping". The signature is fluid and cursive, with a large, stylized "E" and a long, sweeping underline.

Emily Shuping  
Records Clerk  
(209) 385-6838

cc: Marvin Dillsaver, Police



**New World Systems®**  
The Public Sector Software Company

September 22, 2008

**ADDITIONAL SOFTWARE LICENSE AGREEMENT**

Mr. Marvin Dillsaver  
Communications Supervisor  
Merced Police Department  
611 W. 22nd Street  
Merced, CA 95340

Dear Mr. Dillsaver:

New World Systems is pleased to license you additional software per your request.

The attached form (Exhibit A) is to be reviewed and approved by you and/or your authorized representative. It describes the additional software and services you have requested along with the related fees.

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

The General Terms and Conditions from our original License Agreement are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

We thank you for your continued business with New World Systems. We look forward to working on this project with you.

**ACKNOWLEDGED AND AGREED TO BY:**

**NEW WORLD SYSTEMS® CORPORATION**

(New World)

By: *Larry D. Leinweber*  
Larry D. Leinweber, President

Date: 10-02-08

**MERCED POLICE DEPARTMENT, CA**

(Customer)

By: *[Signature]* City Manager  
Authorized Signature Title

By: *[Signature]*  
Authorized Signature Title

Date: 9/30/2008

Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

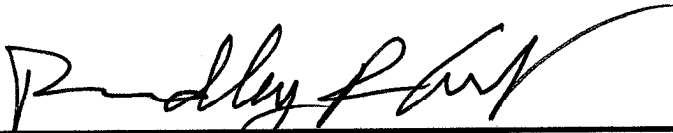
The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

Account Number: N/A

Amount: N/A

VERIFIED

BY:



Finance Officer

FINANCE ENTRY	
Contract No:	940059
Vendor Number:	N/A
P.O. Number:	N/A
Funds Available:	No funds to encumber. 929108 MEN

3~



**EXHIBIT A**  
**LICENSED STANDARD SOFTWARE AND FEES**

**1. License Fee for Licensed Standard Software And Documentation Selected By Customer:**

Application Package<sup>1,2,3,4</sup>

Cost

**ADDITIONS**

- |   |        |
|---|--------|
| 1. Additional Aegis/MSP Software for Law Enforcement Records              |        |
| - Alarm Tracking and Billing*   | 10,000 |
|   |        |
| 2. Additional Aegis/MSP Software for Computer Aided Dispatch <sup>5</sup> |        |
| - Service Vehicle Rotation (Wrecker, Ambulance)**                         | 8,000  |

**ADDITIONAL PUBLIC SAFETY SOFTWARE**

- |   |       |
|---|-------|
| 3. Aegis/MSP Public Safety State/NCIC Interface Software <sup>6</sup> |       |
| On-Line Modules - Includes 4 state inquiry screens                    |       |
| - On-Line Pawn Shop Check Interface to State/NCIC**                   | 7,200 |

**MOBILE CLIENT SOFTWARE**

- |   |                  |
|---|------------------|
| 4. Aegis <sup>®</sup> Law Enforcement Mobile Unit Software (64 Units) |                  |
| <u>Mobile Messaging</u>   |                  |
| Mugshot Image Download  | \$200 ea. 12,800 |

**DELETIONS**

- |  |         |
|--|---------|
| 3. Additional Aegis/MSP Software for Law Enforcement Records |         |
| - Bookings   | -10,000 |
| - Career Criminal Registry (parolee, sex offender)           | -6,000  |
| - Gun Permits and Registrations                              | -6,000  |
| - Index Cards  | -6,000  |

NEW WORLD STANDARD SOFTWARE LICENSE FEE	10,000
---	--------

LESS CUSTOMER LOYALTY SOFTWARE CREDIT - Alarms*	(1,083)
---	---------

LESS CUSTOMER LOYALTY SOFTWARE DISCOUNT - Alarms*	(8,917)
---	---------

**TOTAL SOFTWARE LICENSE FEE<sup>7,8</sup>**

**\$0**

CONFIDENTIAL

Page 2 of 3

## Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

\*Previously purchased Alarms Tracking and Billing module on 8/16/94 contract. Should have been included in Upgrade to Windows addendum. Customer will not implement at this time so additional Services Agreement may be needed in future.

\*\*Support service hours in the Upgrade to Windows addendum which were to be used for the dropped modules will be used instead for the added modules. Merced will cover the Travel and Living costs for the additional trip required for the On-line Pawn module.

Note: Standard Software Maintenance Agreement (SSMA) fees will remain unchanged.

### ENDNOTES

- <sup>1</sup> *Personal Computers must meet the minimum hardware requirements for New World Systems' MSP product. Microsoft Windows 2000 or XP is the required operating system for all client machines. Windows 2003 Server and SQL Server 2000/2005 are required for the Application and Database Server(s).*
- <sup>2</sup> *New World Systems' MSP product requires Microsoft Windows 2003 Server and SQL Server 2000/2005 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*
- <sup>3</sup> *New World Systems' MSP product requires Microsoft Word and Excel.*
- <sup>4</sup> *Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.*
- <sup>5</sup> *Does not include any required 3rd party hardware or software unless specified in Section C of this proposal. Customer is responsible for any 3rd party support.*
- <sup>6</sup> *Customer is responsible for obtaining the necessary State approval and any non-New World hardware and software.*
- <sup>7</sup> *Prices assume that all software is licensed. Prices are quoted as preliminary estimates only and are subject to further clarification and confirmation.*
- <sup>8</sup> *Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

---

CONFIDENTIAL

## **Contract/Agreement**

**Council Date** 7/6/09

**Council Item #**

**Vendor Name** New World Systems

**Project/Service** Amendment - CAD Upgrade - Additional Programming

**Comments** -for info only at council

-Mailed to vendor for signature 6/9/09.

Revised 6/29/09

**City Clerk's Date** 6/11/2009

**City Attorney's Date** 6/11/2009

**Finance's Date** 6/12/2009

**City Manager's Date** 6/17/09

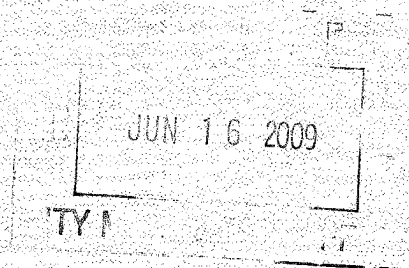
**Deputy City Clerk Date** N/A

**Mailed Date** 6/19/09

**Please sign and return  
to Emily in Records  
X.6838.**

1  
Copies to  
P.D. + Finance

**Clerk Review Date:** 6/12/2009



**City of Merced**  
**TRANSMITTAL FOR CONTRACT/AGREEMENT APPROVAL**

Contract No.: \_\_\_\_\_ (# will be assigned by City Clerk's Office after all documentation has been obtained)

Distribution: Original Contract - Filed in the City Clerk's Office  
Duplicate Originals/Copies - Originating Department

Date Submitted: 06/09/2009

Submitting Dept.: Police Department

Date of Council  
Meeting (If applicable): \_\_\_\_\_

Date Item(s)  
Required: 06/15/2009

Funds available in the Budget?: ☒ Yes ☐ No ☐ Does Not Require Budget Funds

Account No(s): 001-1006-522-17-00 If No: ☐ Dept. Prepared Budget Transfer Form (copy attached)  
001-1048-522-18-00 ☐ Admin. Report Appropriating Funds (copy attached)

New Contract ☐ Amendment: 1st ☐ 2nd ☐ 3rd ☐ Change Order No.: \_\_\_\_\_

**Note:** The following require City Council approval:

- Non-Public Works Contracts in Excess of \$25,000 or Public Work Contracts in Excess of \$50,000; or
- Amendments Exceeding the Accumulated Contract Amount of 25% or More

Contractor/Vendor Name: New World Systems

Misc. Receivable Acct. No.: \_\_\_\_\_

Verification of Business License: ☐

Business License No.: \_\_\_\_\_

Purpose of the Contract:

Purchase of additional software and training for our CAD upgrade

Original Contract

Amount: \$ \_\_\_\_\_

1st Amendment: \$ 2,580.00

Date of Original Contract: 7/13/94  
(Council Meeting date if requires Council approval.)

2nd Amendment: \$ \_\_\_\_\_

3rd Amendment: \$ \_\_\_\_\_

Beginning Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

**Required Attachments:**

☐ Certificate of Insurance

☐ Labor & Material Bond

☐ Warranty Bond

☐ W-9 (or substitution)

☐ Faithful Performance Bond

☐ Admin. Report (if applicable)

Other: \_\_\_\_\_

Note: Please be sure all blanks have been filled in, all exhibits are attached, and the contract has been signed by the contractor/vendor and City Attorney's Office before submitting to the City Clerk's Office for routing.

Department Head

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

☒ City Attorney's Office Signature (approved as to form)

**City Clerk's Office Checklist:**

☒ Dept. Head Signature on Form

☒ Admin. Report Attached

☒ Applicable Bond(s)

☒ Contractor/Vendor Signature

☒ Finance Dept. Signature

☒ City Manager's Signature

☒ City Attorney's Dept. Signature

☒ Insurance Certificate(s)

☒ Deputy City Clerk Signature

☒ Logged into Databases

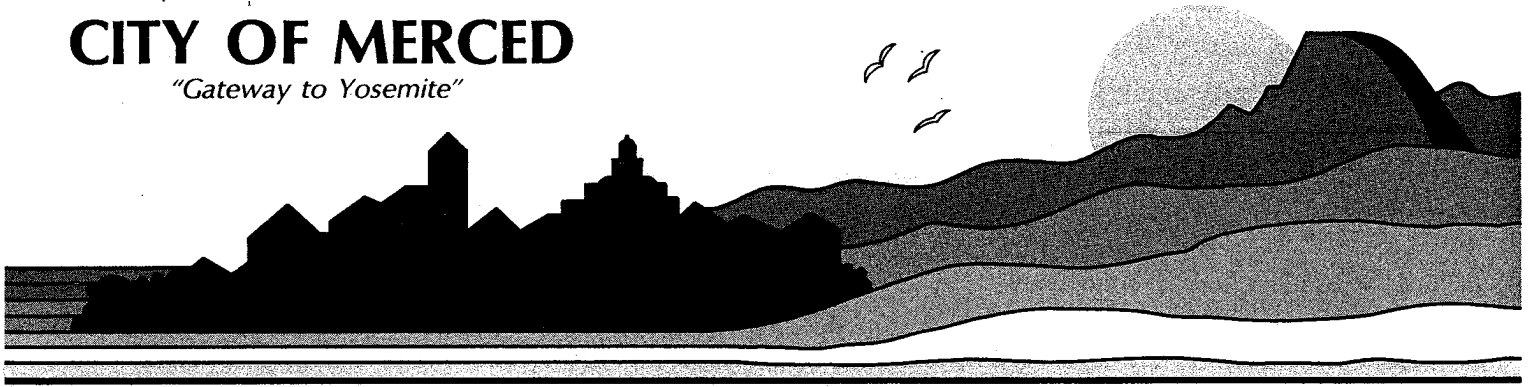
☒ Council Approval Verification

☐ Image & File Contract

Updated 10/08/2008

# CITY OF MERCED

*"Gateway to Yosemite"*



June 19, 2009

Larry D. Leinweber, President  
New World Systems  
888 W. Big Beaver Rd, Ste. 600  
Troy, MI 48084-4749

Dear Mr. Leinweber:

Enclosed please find two sets of duplicate original agreements, which have been executed by the City Manager of the City of Merced, for additional programming, software, and training. When executed by the appropriate official, please return one original of each fully executed agreement to my attention in the Merced City Clerk's office, retaining an original of each for your records.

Thank you in advance for your time and consideration regarding this matter.

Sincerely,

Emily Shuping  
Records Clerk  
(209) 385-6838



**New World Systems®**  
*The Public Sector Software Company*

**June 24, 2009**

Ms. Emily Shuping  
Records Clerk  
City of Merced  
678 West 18<sup>th</sup> Street  
Merced, CA 95340

Dear Ms. Shuping:

Enclosed is a copy of the fully executed Additional Software License Agreement and Services Agreement to purchase additional New World Aegis MSP Licensed Standard Software and services.

We appreciate the City of Merced's continued business with New World Systems and we look forward to working with you on this project. Should you have any questions, please do not hesitate to call.

Sincerely,

Nancy A. Spencer  
Sales Support Administrator

Enclosure



New World Systems®  
The Public Sector Software Company

May 27, 2009

**ADDITIONAL SERVICES AGREEMENT**

Mr. Marvin Dillsaver  
Merced, CA  
611 W. 22d Street  
Merced, CA 95340

Dear Mr. Dillsaver:

New World Systems is pleased to provide additional services to add functionality to the way the message is handled on the switch.

The attached form (Exhibit B) is to be reviewed and approved by you and/or your authorized representative. It describes the additional services you have requested along with the related fees.

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

The General Terms and Conditions from our original License Agreement are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

We thank you for your continued business with New World Systems. We look forward to working on this project with you.

**ACKNOWLEDGED AND AGREED TO BY:**

**NEW WORLD SYSTEMS® CORPORATION**  
(New World)

**MERCED, CALIFORNIA**  
(Customer)

By: Larry D. Leinweber, President  
Larry D. Leinweber, President

By: John R. Bramble - City Manager  
Authorized Signature Title

By: \_\_\_\_\_  
Authorized Signature Title

Date: 6.23.09

Date: June 17, 2009

Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

**PRICING IS VALID THROUGH AUGUST 28, 2009.**

Account Number: 001-1006-512-17-00 208007

Amount: \$ 2,500.00

VERIFIED

BY:   
Finance Officer

FINANCE ENTRY	
Contract No:	194059
Vendor Number:	495
P.O. Number:	93433
Funds Available:	US. MRN

6/16/09

we



**EXHIBIT B**  
**ADDITIONAL SUPPORT SERVICES AND FEES**

**1. Service Fees and Travel Costs**

Allocating adequate support service resources to add functionality to the way the message is handled on the switch will be **\$2,500**. (Plus all actual and reasonable travel expenses incurred by **New World** divided proportionately between all **New World** customers visited on a single trip and actual employee travel time for Installation and Training up to but not exceed four (4) hours per Customer visit.) The installation and training support services are typically performed at **Customer's** premises but, at **Customer's** option, may be provided at **New World** national headquarters in Troy, Michigan. (Other support services often involve services performed at the **New World's** national headquarters.) **Customer** agrees to reimburse **New World** for support trips canceled by **Customer** less than ten (10) days before the scheduled start date to cover **New World's** out of pocket costs and lost revenues.

Additional support services provided by **New World** after execution of this Agreement will be provided at the **Customer's** hourly rate in effect at that time, currently \$140 per hour.

**2. Additional Services Available**

Other **New World** services may be required or requested for the following:

- (a) File conversion assistance;
- (b) Consulting with **New World** technical staff;
- (c) Modifying the Licensed Standard Software;
- (d) Designing and programming Custom Software;
- (e) Maintaining modified Licensed Standard Software and/or Custom Software;
- (f) **New World** Consultation with other vendors or third parties;
- (g) Software testing; and/or
- (h) Assistance as Customer is going "live".

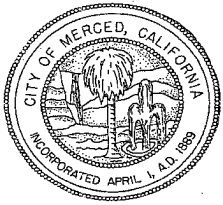
Customer may request these additional services in writing using **New World's** Request For Service (RFS) procedure (or other appropriate procedure mutually agreed upon by **Customer** and **New World**).

**3. Payments for Services and Travel Costs**

Support Services will be billed as follows:

- |                        |   |                       |
|------------------------|---|-----------------------|
| a)                     | 50% of the total amount is due upon <b>Agreement</b> being signed             | \$1,250               |
| b)                     | 50% of the total amount is due upon completion of the individual installation | 1,250                 |
| <b>TOTAL DUE .....</b> |   | <b><u>\$2,500</u></b> |

All travel costs will be billed weekly for the previous calendar week. Any taxes or fees imposed from the course of this Agreement are the responsibility of the **Customer** and **Customer** agrees to remit when imposed. If an exemption is claimed by the **Customer**, an exemption certificate must be submitted to **New World**. **Payments are due within fifteen (15) days from receipt of invoice.**



## ADMINISTRATIVE REPORT

AGENDA  
ITEM: \_\_\_\_\_

MTG.  
DATE: 7/6/2009

TO: John M. Bramble, City Manager  
FROM: Emily R. Shuping, Records Clerk  
DATE: July 6, 2009  
SUBJECT: INFORMATION ONLY – CONTRACTS

---

### CONTRACTS:

Pursuant to the authority delegated to the City Manager by Article XI, Section 1109 of the Merced City Charter to execute Public Works contracts under \$50,000.00 and Chapter 3.04.080-3.04.110 of the Merced Municipal Code to execute Non-Public Works contracts under \$25,000.00 on behalf of the City, the contracts listed on the attached table were entered into by the City.

Respectfully Submitted:

Emily R. Shuping  
Records Clerk

Reviewed and Approved:

John M. Bramble  
City Manager

Reviewed and Approved:

Deneen Proctor  
Director of Support Services

Attachment: Exhibit 1 – Table of Contracts

**Exhibit 1 – Table of Contracts**

7/6/2009 City Council Meeting

<b>Department/Division</b>	<b>Vendor</b>	<b>Purpose/Location</b>	<b>Amount</b>
Police, Communications	New World Systems	Additional Services Agreement for Programming	\$2,500
Police, Communications	New World Systems	Additional Services Agreement for Software and Training	\$22,000
Finance	Willdan Financial Services	Second Amendment to Administrative Services Agreement for CFD 2003-1 & 2003-2 (extends term)	N/A

Copies of all of the contracts listed above are available in the City Clerk's Office.

## Contract/Agreement

Council Date 7/6/09

Council Item #

Vendor Name New World Systems

Project/Service Amendment - CAD Upgrade - Additional Software and Training

Comments

- Info only @ council

- Mailed to vendor for signature 6/19/09.

Rev'd 6/29/09

City Clerk's Date 6/11/2009

City Attorney's Date 6/11/2009

Finance's Date 6/12/2009

City Manager's Date 6/17/09

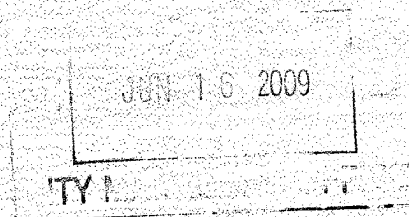
Deputy City Clerk Date N/A

Mailed Date 6/19/09

**Please sign and return  
to Emily in Records  
x.6838.**

Copies to  
P.D. &  
Finance

Clerk Review Date: 6/12/2009



**City of Merced**  
**TRANSMITTAL FOR CONTRACT/AGREEMENT APPROVAL**

Contract No.: \_\_\_\_\_ (# will be assigned by City Clerk's Office after all documentation has been obtained)  
Distribution: Original Contract - Filed in the City Clerk's Office  
Duplicate Originals/Copies - Originating Department

Date Submitted: 06/09/2009 Submitting Dept.: Police Department

Date of Council Meeting (If applicable): \_\_\_\_\_ Date Item(s) Required: 06/15/2009

Funds available in the Budget?: ☒ Yes ☐ No ☐ Does Not Require Budget Funds  
Account No(s): 001-1006-522-17-00 If No: ☐ Dept. Prepared Budget Transfer Form (copy attached)  
001-1048-522-18-00 ☐ Admin. Report Appropriating Funds (copy attached)

New Contract ☐ Amendment: 1st ☐ 2nd ☐ 3rd ☐ Change Order No.: \_\_\_\_\_

**Note:** The following require City Council approval:

- Non-Public Works Contracts in Excess of \$25,000 or Public Work Contracts in Excess of \$50,000; or
- Amendments Exceeding the Accumulated Contract Amount of 25% or More

Contractor/Vendor Name: New World Systems Misc. Receivable Acct. No.: \_\_\_\_\_

Verification of Business License: ☐ Business License No.: \_\_\_\_\_

Purpose of the Contract:

Purchase of additional software and training for our CAD upgrade

*- module / additional software + training*

Original Contract

Amount: \$ \_\_\_\_\_ 1st Amendment: \$ 22,000.00

Date of Original Contract: 7/13/94 2nd Amendment: \$ \_\_\_\_\_  
(Council Meeting date if requires Council approval.)

3rd Amendment: \$ \_\_\_\_\_

Beginning Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**Required Attachments:**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Certificate of Insurance | <input type="checkbox"/> Labor & Material Bond     | <input type="checkbox"/> Warranty Bond                 |
| <input type="checkbox"/> W-9 (or substitution)    | <input type="checkbox"/> Faithful Performance Bond | <input type="checkbox"/> Admin. Report (if applicable) |
| Other: _____                                      |  |  |

Note: Please be sure all blanks have been filled in, all exhibits are attached, and the contract has been signed by the contractor/vendor and City Attorney's Office before submitting to the City Clerk's Office for routing.

Department Head

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

☒ **City Attorney's Office Signature** (approved as to form)

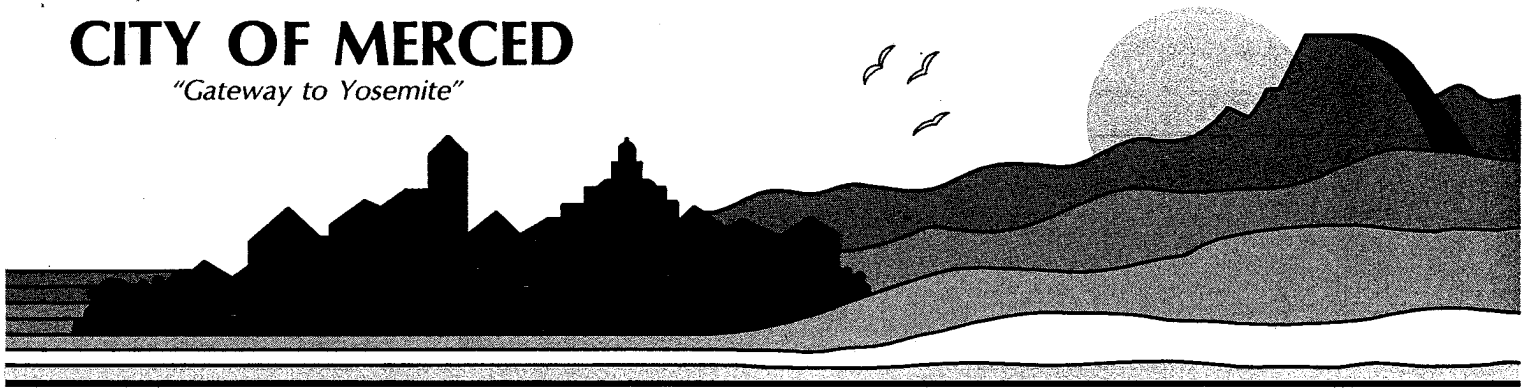
**City Clerk's Office Checklist:**

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> <del>Dept. Head Signature on Form</del> | <input checked="" type="checkbox"/> Admin. Report Attached        | <input checked="" type="checkbox"/> Applicable Bond(s)          |
| <input checked="" type="checkbox"/> Contractor/Vendor Signature             | <input checked="" type="checkbox"/> Finance Dept. Signature       | <input checked="" type="checkbox"/> City Manager's Signature    |
| <input checked="" type="checkbox"/> City Attorney's Dept. Signature         | <input checked="" type="checkbox"/> Insurance Certificate(s)      | <input checked="" type="checkbox"/> Deputy City Clerk Signature |
| <input checked="" type="checkbox"/> Logged into Databases                   | <input checked="" type="checkbox"/> Council Approval Verification | <input type="checkbox"/> Image & File Contract                  |

Updated 10/08/2008

# CITY OF MERCED

*"Gateway to Yosemite"*



June 19, 2009

Larry D. Leinweber, President  
New World Systems  
888 W. Big Beaver Rd, Ste. 600  
Troy, MI 48084-4749

Dear Mr. Leinweber:

Enclosed please find two sets of duplicate original agreements, which have been executed by the City Manager of the City of Merced, for additional programming, software, and training. When executed by the appropriate official, please return one original of each fully executed agreement to my attention in the Merced City Clerk's office, retaining an original of each for your records.

Thank you in advance for your time and consideration regarding this matter.

Sincerely,

A handwritten signature in cursive script, reading "Emily Shuping". The signature is written in black ink and is positioned above the printed name and title.

Emily Shuping  
Records Clerk  
(209) 385-6838



**New World Systems®**  
*The Public Sector Software Company*

**June 24, 2009**

Ms. Emily Shuping  
Records Clerk  
City of Merced  
678 West 18<sup>th</sup> Street  
Merced, CA 95340

Dear Ms. Shuping:

Enclosed is a copy of the fully executed Additional Software License Agreement and Services Agreement to purchase additional New World Aegis MSP Licensed Standard Software and services.

We appreciate the City of Merced's continued business with New World Systems and we look forward to working with you on this project. Should you have any questions, please do not hesitate to call.

Sincerely,

Nancy A. Spencer  
Sales Support Administrator

Enclosure



**New World Systems®**  
The Public Sector Software Company

May 27, 2009

**ADDITIONAL SOFTWARE LICENSE AGREEMENT**

Mr. Marvin Dillsaver  
Merced, CA  
611 W. 22d Street  
Merced, CA 95340

Dear Mr. Dillsaver:

New World Systems is pleased to license you additional software per your request.

The attached forms (Exhibits A and B) are to be reviewed and approved by you and/or your authorized representative. They describe the additional software and services you have requested along with the related fees.

Other than for the purposes of internal review, we ask that you treat our fees as confidential information. This is due to the competitive nature of our business.

The General Terms and Conditions from our original License Agreement are incorporated and continue to apply. Any taxes or fees imposed from the course of this Agreement are the responsibility of the Customer.

We thank you for your continued business with New World Systems. We look forward to working on this project with you.

**ACKNOWLEDGED AND AGREED TO BY:**

**NEW WORLD SYSTEMS® CORPORATION**  
(New World)

By: Larry D. Leinweber  
Larry D. Leinweber, President

**MERCED, CALIFORNIA**  
(Customer)

By: John M. Bramble - City Manager  
Authorized Signature Title

By: \_\_\_\_\_  
Authorized Signature Title

Date: 6-13-09

Date: June 17, 2009

Each individual signing above represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met.

The "Effective Date" of this Agreement is the latter of the two dates in the above signature block.

**PRICING IS VALID THROUGH AUGUST 28, 2009.**



Account Number: 001-1006-512-17-00 208007

Amount: \$22,500.00

VERIFIED

BY:



Finance Officer

FINANCE ENTRY	
Contract No:	194059
Vendor Number:	495
P.O. Number:	93433
Funds Available:	U.S. MRN
	6/16/09

V.K.

MSP Software - Law Enforcement Records-Pg 2	\$ 10,000.00
MSP Public Safety State/NCIC Interface-Pg 2	11,000.00
Demonstration Site Discount-Pg 2	(4,200.00)
Estimated Travel-Pg 5	5,700.00
Total	<u>\$ 22,500.00</u>

**EXHIBIT A**  
**LICENSED STANDARD SOFTWARE AND FEES**

1. **License Fee for Licensed Standard Software And Documentation Selected By Customer:**

Application Package

Cost

**STANDARD APPLICATION SOFTWARE <sup>1,2,3,4</sup>**

ITEM	DESCRIPTION	INVESTMENT
------	-------------	------------

**LAW ENFORCEMENT RECORDS**

1.	<b>Additional Aegis/MSP Software for Law Enforcement Records</b> - Property Room Bar Coding <sup>5</sup>	10,000
----	---	--------

**ADDITIONAL PUBLIC SAFETY SOFTWARE**

2.	<b>Aegis/MSP Public Safety State/NCIC Interface Software <sup>6</sup></b> - On-Line Global Subjects Interface to State/NCIC	11,000
----	--	--------

<b>NEW WORLD STANDARD SOFTWARE LICENSE FEE</b>	<b>21,000</b>
--	---------------

<b>LESS DEMONSTRATION SITE DISCOUNT</b>	<b>(4,200)</b>
---	----------------

<b>TOTAL SOFTWARE LICENSE FEE <sup>7,8</sup></b>	<b>\$16,800</b>
--	-----------------

Note: Standard Software Maintenance Agreement (SSMA) fees for the above software will be added to **Customer's** current SSMA fees and will commence July 1, 2010. The rates will be as follows:

July 1, 2010 – June 30, 2011	\$5,040
July 1, 2011 – June 30, 2012	\$5,040
July 1, 2012 – June 30, 2013	\$3,800

---

**CONFIDENTIAL**

## Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

### ENDNOTES

- <sup>1</sup> *Personal Computers must meet the minimum hardware requirements for New World Systems' MSP product. Microsoft Windows 2000 or XP is the required operating system for all client machines. Windows 2003/2008 Server and SQL Server 2005/2008 are required for the Application and Database Server(s).*
- <sup>2</sup> *New World Systems' MSP product requires Microsoft Windows 2003 Server and SQL Server 2003/2008 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*
- <sup>3</sup> *New World Systems' MSP product requires Microsoft Word and Excel.*
- <sup>4</sup> *Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.*
- <sup>5</sup> *Does not include any required 3rd party hardware or software unless specified in Section C of this proposal. Customer is responsible for any 3rd party support.*
- <sup>6</sup> *Customer is responsible for obtaining the necessary State approval and any non-New World hardware and software.*
- <sup>7</sup> *Prices assume that all software is licensed.*
- <sup>8</sup> *Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

---

CONFIDENTIAL

**Exhibit A / LICENSED STANDARD SOFTWARE AND FEES**

**2. License Fee Payment Schedule for Licensed Standard Software and Documentation**

a)	DOWN PAYMENT	\$8,400
	50% of the total Exhibit A cost	
	[Invoiced upon receipt of signed	
	<i>Standard Software License and Services Agreement.</i> ]	
b)	DELIVERY PAYMENT	\$8,400
	50% of each application cost	
	[Invoiced as each Exhibit A Licensed Standard	
	Software package is delivered to <b>Customer.</b> ]	
<b>TOTAL LICENSED STANDARD SOFTWARE PAYMENTS DUE .....</b>		<b><u>\$16,800</u></b>

**ALL PAYMENTS ARE DUE WITHIN FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE**

**PRICING VALID THROUGH AUGUST 28, 2009**

---

**CONFIDENTIAL**

**EXHIBIT B**  
**INSTALLATION AND TRAINING SUPPORT SERVICES AND FEES**

**1. Installation and Training Support Hours Recommended**

It is recommended that appropriate support hours are allocated for all Licensed Standard Software listed in Exhibit A to insure successful installation of and training on each application package. Based on the Licensed Standard Software listed on Exhibit A, **30** hours of **New World** installation and training support services have been allocated. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. **Customer** agrees to reimburse **New World** for support trips canceled by **Customer** less than ten (10) days before the scheduled start date to cover **New World's** out-of-pocket costs and lost revenues. The recommended installation and training support services include:

- a) installation of each package of Licensed Standard Software; and
- b) **Customer** training and/or assistance in testing for each package of Licensed Standard Software.

**2. Support Service Fees Estimate**

The **30** hours of installation and training support services cost has been calculated using a rate of **\$140** per hour. Additional services are also available at the rate of **\$140** per hour. This rate is guaranteed for work performed on this contract within 6 months of acceptance. Beyond that date, these and any additional services will be provided at your then current rate.

Based on the services suggested above, the Installation and Training Support Services costs will be a total of **\$4,200**. (Plus all actual and reasonable travel expenses incurred by **New World** divided proportionately between all **New World** customers visited on a single trip and actual employee travel time for Installation and Training up to but not exceeding four (4) hours per **Customer** visit.)

**3. Additional Services Available**

Other **New World** services may be required or requested for the following:

- a) additional software training;
- b) tailoring of Licensed Standard Software by **New World** technical staff and/or consultation with **New World** technical staff;
- c) **New World** consultation with other vendors or third parties;
- d) modifying the Licensed Standard Software;
- e) designing and programming custom software; and
- f) maintaining modified Licensed Standard Software and/or custom software.

**Customer** may request these additional services in writing using **New World's** Request For Service (RFS) procedure (or other appropriate procedures mutually agreed upon by **Customer** and **New World**).

---

**CONFIDENTIAL**

**Exhibit B / PROJECT MANAGEMENT, INSTALLATION AND TRAINING SUPPORT SERVICES AND FEES**

**4. Payments for Installation and Training Support Services and Travel Costs**

All hours for installation and training support services and all travel costs will be billed weekly for services provided in the previous calendar week.

Note: Any taxes imposed from the course of this **Agreement** are the responsibility of the **Customer** and **Customer** agrees to remit when imposed. If an exemption is claimed by the **Customer**, an exemption certificate must be submitted to **New World**.

**ALL PAYMENTS ARE DUE WITHIN FIFTEEN (15) DAYS FROM RECEIPT OF INVOICE.**

---

**CONFIDENTIAL**

## Neely, Melanie

---

**From:** Mora, Tonya  
**Sent:** Tuesday, June 16, 2009 10:44 AM  
**To:** Neely, Melanie  
**Cc:** Dillsaver, Marvin  
**Subject:** FW: New World contract

New PO should be \$25000

-----Original Message-----

**From:** Mora, Tonya  
**Sent:** Tuesday, June 16, 2009 10:12 AM  
**To:** Neely, Melanie  
**Cc:** Dillsaver, Marvin  
**Subject:** New World contract

Hi Melanie. Here is what we are trying to do..

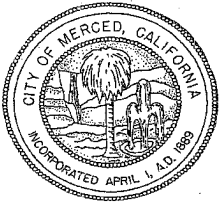
You should have a budget transfer from me moving \$4,300 from 001-1048-522-18-00 into 001-1006-522-17-00. I am sending over another one today from 001-1048-522-18-00 to 001-1006-522-17-00 in the amount of \$5,700.

This transfer will give us \$40735 in the 001-1006-522-17-00 account line.

We would like to then cut a new purchase order for the New World Contract that Marvin brought over to you. The P.O. should charge \$25,000 to acct #001-1006-522-17-00.

Thank you.

*Tonya Mora  
Secretary to the Chief  
Merced Police Department  
(209) 385-6910*



## ADMINISTRATIVE REPORT

AGENDA  
ITEM: \_\_\_\_\_

MTG.  
DATE: 7/6/2009

TO: John M. Bramble, City Manager  
FROM: Emily R. Shuping, Records Clerk  
DATE: July 6, 2009  
SUBJECT: INFORMATION ONLY – CONTRACTS

---

### CONTRACTS:

Pursuant to the authority delegated to the City Manager by Article XI, Section 1109 of the Merced City Charter to execute Public Works contracts under \$50,000.00 and Chapter 3.04.080-3.04.110 of the Merced Municipal Code to execute Non-Public Works contracts under \$25,000.00 on behalf of the City, the contracts listed on the attached table were entered into by the City.

Respectfully Submitted:

Emily R. Shuping  
Records Clerk

Reviewed and Approved:

John M. Bramble  
City Manager

Reviewed and Approved:

Deneen Proctor  
Director of Support Services

Attachment: Exhibit 1 – Table of Contracts



**Exhibit 1 – Table of Contracts**

7/6/2009 City Council Meeting

<b>Department/Division</b>	<b>Vendor</b>	<b>Purpose/Location</b>	<b>Amount</b>
Police, Communications	New World Systems	Additional Services Agreement for Programming	\$2,500
Police, Communications	New World Systems	Additional Services Agreement for Software and Training	\$22,000
Finance	Willdan Financial Services	Second Amendment to Administrative Services Agreement for CFD 2003-1 & 2003-2 (extends term)	N/A

Copies of all of the contracts listed above are available in the City Clerk's Office.

**CITY OF MERCED - Contract Summary & Routing Cover Sheet**

Report Date: 11/29/2018

**Contract Name:** NEW WORLD SYSTEMS CORPORATION (NOW, TYLER TECHNOLOGIES, INC.) 1001-1994-59**Contract No.:** 1001-1994-59

**Contract Obligation:** \$452,735.70  
**Vendor/Person Name:** TYLER TECHNOLOGIES, INC.  
**Contract Status:** Out for Attorney Signature  
**Responsible Dept.:** (1001) Police Department - Administration  
**City Dept. Contact:** Marvin Dillsaver (x8870)

**Project No.:****Services PO #:****Finance PO #:** 132835

**Key Dates:** Effective: 7/13/1994 Expires: 7/13/1999 Retain Until: 1/1/2039  
**Council Meeting:** 12/17/2018 **Recorded:** **Doc. No.:**

**Contract Categories:** Software Licensing/Service Agreement (C.8.0)**Key Elements:**

<u>Key Element Name</u>	<u>Eff./Exp. Date</u>	<u>Short Text</u>	<u>\$ Value</u>
\$ Amendment	12/17/18	NO. 6 - Custom Software Interface to communicate with DA's record management system.	\$32,000.00
\$ Contract Extras	1/16/2001	AMENDMENT NO. 1 - Software upgrade from IBM AS/400 CISC processor to RISC platform.	\$4,000.00
\$ Contract Extras	2/19/2008	AMENDMENT NO. 2 - MSP upgrade from Aegis 400 to Aegis MSP (Windows-based platform) and required hardware.	\$343,735.70
\$ Contract Extras	9/22/2008	AMENDMENT NO. 3 - MSP upgrade for licensing of additional software.	\$0.00
\$ Contract Extras	6/12/2009	AMENDMENT NO. 4 - CAD upgrade for additional programming services.	\$2,500.00
\$ Contract Extras	6/12/2009	AMENDMENT NO. 5 - CAD upgrade for additional software and training.	\$22,500.00
\$ Original Value			\$48,000.00

**Description/Comments****APN:**

Standard Software License and Services Agreement for "CAD" (Computer Aided Dispatch) and "RMS" (Records Management System).

Original AS/400 Contract No. 1001-1994-059 was for a five-year term.

Amendment No. 6 is a Custom Software Interface to provide communication between the Merced City Police Department's record system and the Karpel Case Management System utilized by the Merced County District Attorney's Office.

MUST BE ROUTED BACK TO DEPT. FOR VENDOR SIGNATURES.

**Routing Information**

<b>Received by Clerk:</b>	11/29/18	<b>2nd Submittal</b>	11/30/18	<b>FINANCE DEPARTMENT</b>  <b>When processed by your department, please return to the City Clerk's Office.</b>  <b>--Thank you!</b>
<b>Signed by Attorney:</b>	11/30/18	<b>2nd Submittal</b>		
<b>Finance Contract No.:</b>	940059			
<b>Submitted to Finance:</b>	12/3/18			
<b>Forwarded to City Mgr.:</b>	12/18/18	<b>Signed by Mayor:</b>		
<b>Attested to by Clerk:</b>	12/18/18	<b>Date E-Mailed or Mailed:</b>	12/19/18	
<b>Approved by Council:</b>	7/5/1994	David Fallinella E-Mail Address: tyler@tylertech.com (+1/29/19) (MARVIN DILLSAVER) (FINANCE)		

Please sign and return to Kirk Greene, Ext. 6202, in the City Clerk's Office.

FORWARDED TWO ORIGINALS TO MARVIN DILLSAVER IN PD ON 12/19/18 FOR VENDOR SIGNATURES.

**City of Merced**  
**Contract/Agreement Transmittal Form**

*Please Note: The City Clerk's Office will keep **one original** for the City's files.  
All other originals will be returned to the department, unless specific instructions for distribution are attached.*

Date Submitted: 12/3/2018 Council Approval Needed? Yes ☒ No ☐  
Department: Police Council Meeting Date: 12/17/2018  
Contact Name/Ext.: Marvin Dillsaver (x8870) (If Council approval is required, please  
attach a copy of your Admin. Report.)  
Department Head Signature: \_\_\_\_\_

**Contract Information** (If expediting needed, please provide a brief explanation below as to why.)

**SPECIAL HANDLING:** CONFIDENTIAL ☐ RUSH ☐ OTHER ☐ DATE NEEDED BY: \_\_\_\_\_

Reason: \_\_\_\_\_

☐ New Contract

☒ Modification - Amendment #: 6 Change Order #: \_\_\_\_\_ **Original** Contract Date: 7/13/1994

Purpose of Contract: Custom software interface to communicate with DA's records system.

Contract Effective Date: 12/17/2018 Contract Expiration Date: \_\_\_\_\_

**Contractor/Vendor Information**

Name: Tyler Technologies, Inc. Business License #: \_\_\_\_\_  
E-Mail: David.Fallwell@tylertech.com Misc. Receivable Acct. #: \_\_\_\_\_

**Budget Information**

Funds Available in Budget? (Select one)

☒ Yes - Account #: 001-1002-522.17-00

☐ No - Attach a copy of Budget Transfer Form or the Administrative Report appropriating funds

☐ Does not require funds

Amount of Contract: \$ 420,735.70 (to date) Amount of Amendment: \$ 32,000.00

**Required Attachments (as applicable)** (If available, please include when submitting contract paperwork.)

☐ Certificate of Insurance

☐ Labor & Material Bond

☐ Warranty Bond

☐ W-9 (or substitution)

☐ Faithful Performance Bond

☒ Administrative Report

**CITY CLERK DEPARTMENT TO COMPLETE**

- ✓ Enter into database(s)
- ✓ Contract cover sheet with contract # for Finance
- ✓ Finance Dept. signature and funds verification
- ✓ Council approval verification (if applicable)
- ✓ City Manager or designee signature
- ✓ Clerk's attestation with City seal
- ✓ Image contract and file original
- ✓ E-mail to Contractor/Vendor

**CONTRACTING DEPARTMENT TO COMPLETE**

- ✓ W-9 and/or insurance certificate(s)
- ✓ Applicable bonds/insurance carrier ratings
- ✓ Contractor/Vendor signature(s)
- ✓ Attorney's Office review/approval as to form
- ✓ Mail/deliver original to Contractor/Vendor

**Greene, Kirk**

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**From:** Greene, Kirk  
**Sent:** Tuesday, January 15, 2019 5:04 PM  
**To:** 'Fallwell, David'  
**Subject:** RE: Signed Karpel Agreement - Original, Wet-Signed, Fully-Executed Amendment

Mr. Fallwell:

Thank you so much for all your help with this. Anything you can do is greatly appreciated.

***Have a good evening!***

***Kirk***

**From:** Fallwell, David [mailto:David.Fallwell@tylertech.com]  
**Sent:** Tuesday, January 15, 2019 4:57 PM  
**To:** Greene, Kirk <GreeneK@cityofmerced.org>  
**Subject:** RE: Signed Karpel Agreement - Original, Wet-Signed, Fully-Executed Amendment

Kirk,

My apologies for not understanding. I will reach out and request that an original be forwarded to you via mail. Have a great evening!

Regards,

Dave

**David Fallwell**  
Client Executive  
Tyler Technologies, Inc.

P: 248.269.1000 ext. 1422  
C: 979.218.8955  
[www.tylertech.com](http://www.tylertech.com)



**From:** Greene, Kirk <GreeneK@cityofmerced.org>  
**Sent:** Tuesday, January 15, 2019 6:05 PM  
**To:** Fallwell, David <David.Fallwell@tylertech.com>  
**Subject:** RE: Signed Karpel Agreement - Original, Wet-Signed, Fully-Executed Amendment

**January 15, 2019**

**Good afternoon, Mr. Fallwell:**

Thank you very much for taking the time out of your busy schedule to respond so quickly. I apologize, though, if my e-mail was less than clear. I did receive the PDF copy of the fully-executed amendment, which I thank you very much for providing us. However, my question was whether one of the original, wet-signed, fully-executed hardcopies of the amendment we sent you is going to be mailed back to the City for our files. The City of Merced prefers retaining one of the duplicate originals for their official contract records, if at all possible.

I understood that Marvin Dillsaver had mailed you two originals for signing last month—one to be retained by Tyler Technologies, and one to be returned to the City of Merced. When you have a chance, would you let me know if we can expect the duplicate original back from your company?

Thank you very much for your help with this.

***Take care,***

***Kirk Greene***

**From:** Fallwell, David [<mailto:David.Fallwell@tylertech.com>]

**Sent:** Tuesday, January 15, 2019 3:31 PM

**To:** Greene, Kirk <[GreeneK@cityofmerced.org](mailto:GreeneK@cityofmerced.org)>

**Subject:** RE: Signed Karpel Agreement - Original, Wet-Signed, Fully-Executed Amendment

Kirk,

I have attached a fully executed copy of the Karpal contract. I'm sorry this was not sent out to you previously. Please let me know if there is anything else that you need from me. Have a great evening!!

Regards,

Dave

**David Fallwell**  
Client Executive  
Tyler Technologies, Inc.

P: 248.269.1000 ext. 1422

C: 979.218.8955

[www.tylertech.com](http://www.tylertech.com)



**From:** Greene, Kirk <[GreeneK@cityofmerced.org](mailto:GreeneK@cityofmerced.org)>  
**Sent:** Tuesday, January 15, 2019 1:42 PM  
**To:** Fallwell, David <[David.Fallwell@tylertech.com](mailto:David.Fallwell@tylertech.com)>  
**Subject:** FW: Signed Karpel Agreement - Original, Wet-Signed, Fully-Executed Amendment

**January 15, 2019**

**Good morning, Mr. Fallwell:**

My name is Kirk Greene and I am the Records Clerk for the City of Merced. Thank you very much for providing us with a fully-executed copy of the most recent amendment to your agreement (see attached).

Last month, we had provided your company with two originals of the amendment for the Karpel Case Management System purchase for signing. We were just following up to see if you would be returning one of the two fully-executed originals back to the City of Merced for our files.

Thank you very much for your kind and prompt attention to this matter.

***Respectfully,***

***Kirk Greene  
Records Clerk II  
City of Merced***

**From:** Dillsaver, Marvin  
**Sent:** Thursday, December 20, 2018 2:19 PM  
**To:** Greene, Kirk <[GreeneK@cityofmerced.org](mailto:GreeneK@cityofmerced.org)>  
**Subject:** FW: Signed Karpel Agreement

Kirk, will this work or do you need an original I was sending the other out tomorrow.

**From:** Fallwell, David <[David.Fallwell@tylertech.com](mailto:David.Fallwell@tylertech.com)>  
**Sent:** Thursday, December 20, 2018 2:13 PM  
**To:** Dillsaver, Marvin <[dillsaverm@cityofmerced.org](mailto:dillsaverm@cityofmerced.org)>  
**Subject:** Signed Karpel Agreement

Marvin,

Attached is the fully executed version of the Karpel agreement for your records. Have a great evening!!

Regards,

Dave

**David Fallwell**  
Client Executive  
Tyler Technologies, Inc.

P: 248.269.1000 ext. 1422

C: 979.218.8955

[www.tylertech.com](http://www.tylertech.com)



## **Greene, Kirk**

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**From:** Greene, Kirk  
**Sent:** Thursday, November 29, 2018 2:39 PM  
**To:** Dillsaver, Marvin  
**Cc:** Tresidder, John; Kovalcheck, Lynda; Law, Faye  
**Subject:** RE: County of Merced Agreement / Tyler Technologies Amendment (Dec. 17, 2018 Council Mtg.)

**November 29, 2018**

**Hello, Marvin:**

I wanted to let you know that, on your behalf, I submitted a Legal Services Request to the Attorney's Office today, along with two originals of Amendment No. 6 with Tyler Technologies. John spoke with the Attorney's Office and they advised him that the amendment would also need to be approved as to form by the Attorney's Office and then be routed in the usual manner to the various departments.

In addition, your Admin. Report #18-616 for the December 17, 2018 Council meeting will likely require some slight modifications to make it clear that the City Council will be approving both the amendment with Tyler Technologies as well as the Merced County reimbursement agreement with the DA's Office.

Get plenty of rest, and see you next week.

***Thank you very much,***

***Kirk***

---

**From:** Dillsaver, Marvin <dillsaverm@cityofmerced.org>  
**Sent:** Thursday, November 29, 2018 12:45 PM  
**To:** Greene, Kirk <GreeneK@cityofmerced.org>  
**Subject:** RE: County of Merced Agreement / Tyler Technologies Amendment (Dec. 17, 2018 Council Mtg.)

Thank you very much I won't be back until next Tuesday so that would really help me out

---

**From:** Greene, Kirk <GreeneK@cityofmerced.org>  
**Sent:** Thursday, November 29, 2018 10:15 AM  
**To:** Dillsaver, Marvin <dillsaverm@cityofmerced.org>  
**Subject:** FW: County of Merced Agreement / Tyler Technologies Amendment (Dec. 17, 2018 Council Mtg.)

**November 29, 2018**

**Hi, Marvin:**

Just to confirm our phone conversation this morning: As I mentioned, I discovered that this item is going before Council on Dec. 17<sup>th</sup>, so I printed out the admin. report for it to include with the agreement paperwork to Finance. In doing so, I noticed that the amendment with Tyler Technologies



is included as an attachment to that report, so I printed the amendment, labeled it as "Exhibit A," and attached it to the agreement with Merced County for submission to Finance.

It is possible that Finance may have some objections to combining the paperwork this way, due to the dollar amount being \$32,000, and may therefore require the amendment with Tyler be routed through the Attorney's Office as a separate agreement. John is going to check with Kelly Fincher for direction; but perhaps I should create a Legal Services Request just in case, in order to send the Tyler amendment up to the Attorney's Office for review. This would be playing it safe, so as not to delay things unnecessarily, since you are currently out of the office.

Thank you for responding to my e-mail, even though you're home sick. I hope you get better soon.

***Take care,***

***Kirk***

---

**From:** Greene, Kirk  
**Sent:** Thursday, November 29, 2018 8:52 AM  
**To:** Dillsaver, Marvin <dillsaverm@cityofmerced.org>  
**Subject:** County of Merced Agreement / Tyler Technologies Amendment

**November 29, 2018**

**Good morning, Marvin:**

I have received your Agreement for Special Services with Merced County, and I just had a quick question or two about this. The agreement refers to an Amendment with Tyler Technologies being attached as Exhibit A, but there doesn't appear to be any attachment. Has the amendment with Tyler been finalized yet, and will it be coming to the Clerk's Office as a separate agreement on its own?

When you have a chance, would you let me know? I am not certain I should forward this on to Finance yet, if the amendment attachment is not ready.

***Thank you very much for your help.***



**Kirkland Greene**

**Records Clerk II**

City of Merced | 678 W. 18<sup>th</sup> Street | Merced, CA 95340

(209) 385-6202 | (209) 388-8614 FAX

[GreeneK@cityofmerced.org](mailto:GreeneK@cityofmerced.org) | [www.cityofmerced.org](http://www.cityofmerced.org)

Follow us on Twitter: @MercedCityClerk

## LEGAL SERVICES REQUEST

TO: CITY ATTORNEY'S OFFICE

DATE: 11/29/18

FROM: Kirk Greene, Records Clerk II

DEPT: Police

CONTACT/EXTENSION: Marvin Dillsaver (x8870)

PROJECT/REFERENCE NAME: Tyler Technologies, Inc. Amendment No. 6 to Agreement, effective 7/13/1994. (Formerly, New World Systems Corporation.)

### DESCRIPTION OF ASSIGNMENT:

It appears that this amendment for \$32,000 should be reviewed and approved as a separate agreement for Council approval, instead of being merely attached to the reimbursement agreement with the District Attorney's Office. Please advise.

**SUPPORTING DOCUMENTS MUST BE ATTACHED TO THIS REQUEST  
(I.E., DRAFT DOCUMENT INCLUDING EXHIBITS) OR THE REQUEST WILL BE  
RETURNED TO THE DEPARTMENT FOR COMPLIANCE)**

Draft Document Attached: YES ☒ NO ☐ Exhibits Attached: YES ☐ NO ☐

Previously Reviewed by this Office: YES ☐ NO ☒ Which Attorney: \_\_\_\_\_

SCHEDULED FOR CITY COUNCIL OR COMMISSION MEETING? YES ☒ NO ☐

CITY COUNCIL/COMMISSION MEETING DATE: 12/17/18

DUE DATE: 12/14/18

IF DUE DATE IS LESS THAN TWO (2) WEEKS THEN DEPT. HEAD'S SIGNATURE AND JUSTIFICATION ARE REQUIRED, SUBJECT TO INITIAL REVIEW BY CITY MANAGER

**JUSTIFICATION FOR URGENCY (Agenda deadline NOT acceptable justification):**

\_\_\_\_\_

\_\_\_\_\_  
City Manager Signature

\_\_\_\_\_  
Dept. Head Signature

JUSTIFICATION: Accepted: \_\_\_\_ Not Accepted: \_\_\_\_

\_\_\_\_\_  
City Attorney

INITIALS OF ASSIGNED STAFF: \_\_\_\_\_

DATE RECEIVED: \_\_\_\_/\_\_\_\_/\_\_\_\_

Assigned Support Staff: \_\_\_\_\_

ID NO.: \_\_\_\_\_

PROGRESS TO DATE: \_\_\_\_\_

DATE COMPLETED: \_\_\_\_/\_\_\_\_/\_\_\_\_ Weighted Total: \_\_\_\_\_

Disposition of Materials/Follow-up instructions:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Document #: 0606-18A1A

## AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and City of Merced, with offices at 611 West 22<sup>nd</sup> Street, Merced, CA 95340 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of August 10, 1994 (the "Agreement");

WHEREAS, Tyler and Client now desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The services set forth in Exhibit 1, and Schedule 1, to this Amendment are hereby added to the Agreement. Any additional adjustments to scope not set forth herein must be reflected in another amendment to the Agreement.
2. The following payment terms, as applicable, shall apply:
  - a. *Requested Custom Software Interfaces*: Requested custom software interfaces are invoiced 100% upon initial delivery of the interface.
  - b. Travel expenses shall be invoiced as incurred, if applicable.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Merced Police Department, CA

By: 

By: 

Name: Greg Sebastian

Name: Steve Canale

Title: President, Public Safety Division

Title: City Manager

Date: 12-20-18

Date: 12/18/18

940059

PO# 132835

FUND/ACCOUNTS VERIFIED

APPROVED AS TO FORM:

(SEE ATTACHED PAGE) V-17554

DATE 06-18A1A 0816 Karpal IF (2017-23053-2 11.16).doc

Funds available. ms 1210118

001-1062-522-17-00

\$ 22,000.00

# **Exhibit 1** **Investment Summary**



Date: 11/16/2018  
 Quote Expiration: 1/31/2019  
 Quote Name: Merced Police - one way custom export to Karpel Case Management System  
 Quote Number: 2017-23053-2  
 Quote Description: Merced Police- one way custom export to Karpel Case Management

**Sales Quotation For**  
 City of Merced Police Department  
 611 W 22nd St  
 Merced , CA 95340-3737  
 Phone: 2093854701

## **Services**

Description	Quantity	Unit Price	Unit Discount	Extended Price
Custom one way export to Karpel Case Management System	1	\$32,000	\$0	\$32,000
<b>TOTAL:</b>				<b>\$32,000</b>

## **Summary**

	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Tyler Software	\$0	\$0
Total Tyler Services	\$32,000	
Total Other Costs	\$0	
Total Third Party Hardware, Software and Services	\$0	\$0
Travel and Living Expenses	\$0	
<b>Summary Total</b>	<b>\$32,000</b>	<b>\$0</b>

## Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8.1/10 32/64 bit or later is required for all client machines. Windows 2008/2012/2016 Server and SQL Server 2008/2012/2014/2016 are required for the Application and Database Server(s).

New World product requires Microsoft Windows 2008/2012/2016 Server and SQL Server 2008/2012/2016, including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Customer is responsible for any third-party support.

Licensed Software, and third party software embedded therein, if any, will be delivered in a machine readable form to Customer via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Customer in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Customer at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Customer is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Customer in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Client is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements

All Tyler Customers are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Customer's GIS data will be contracted by Customer separately with Esri.

When Custom interface is included, Custom interface will be operational with existing third party software. Any subsequent changes to third party applications may require additional services.

When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

## **Schedule 1**

### **Customer Requested Standard Software Enhancements and/or Custom Software**

#### **1. Definition**

We will provide you requested standard software enhancements and/or custom software services as discussed below. You agree to cooperate in limiting the scope of those modifications and enhancements, as described below.

An analysis and assessment to verify the scope of effort for these services will be conducted. A revised estimate for the enhancements/customizations may be provided at the conclusion of the assessment. You may elect to cancel or proceed with the enhancements/customizations based on the revised estimate.

Capabilities included in the initial scope:

a) Custom Software/Interface(s)

While we will provide reasonable consultation, you are responsible for obtaining technical contacts and/or technical specifications from the third parties involved.

(1) One-way export to Karpel Case Management System:

1. One-way export of case information from the New World Case Module
2. Data will be passed using web services provided by Karpel export will be triggered by case status or some other trigger agreed upon between New World and Merced
  - a. Data to be passed are limited to fields existing in the New World Case Module and will include:
    - Incident date/time, number, location
    - ORI
    - Incident Narrative
    - Case subjects and basic details
      - Subjects can include Victims, Defendants and any other configured subject type added to the Subjects tab on the case
      - Details will include:
        - Jacket Type (adult, juvenile, business, etc.)
        - Name (first, middle, last, suffix)
        - Address
        - Demographics (height, weight, hair color, eye color, sex, race)
        - Identifiers (DOB, SSN, SID, DL, Phone Number)
        - Alias/Nickname
    - Charge information (from the Arrest Charges tab on the case)
      - Count
      - Statute and Statute Description
      - Subject (Arrestee)
  3. Case documents can be passed as part of the export; they will be passed as binary data embedded in the XML
  4. Credentials and any certificates will be provided by customer and/or 3rd party

## 2. **Methodology to Provide Enhancements and/or Custom Software**

### a) **Our Responsibility**

As part of our delivery of these services, we will:

- (1) Review the required features for the items set forth in paragraph 1, above, with you.
- (2) Prepare a Requirements Document (RD) to include:
  - Detailed description of the required feature
  - menu samples
  - screen samples
  - report samples
- (3) Conduct the programming and programming test.
- (4) Provide the associated in-scope training, testing and/or other support services.

For an enhancement or custom software requiring over seven (7) days of services, we will utilize the design document procedure described below. For enhancements or custom software that require less than seven (7) days of services, we will use a Request For Service (RFS) procedure. Both procedures are reviewed with you at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

### b) **Design and Development Procedure**

<b><u>Activity</u></b>	<b><u>Targeted Time Period</u></b>
(1) We will work with your staff in completing the RD. You agree to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
(2) We submit completed RD to you.	To be determined
(3) You will review and sign off on the RD. Once you sign off on the RD, any subsequent changes must be documented along with the impact on pricing and schedule, if any. No programming will be done by us until the formal sign-off and your authorization to proceed in writing.	To be determined
(4) We complete programming from RD and provide the associated deliverable to you.	To be determined
(5) You test software modification based on RD.	To be determined

### **3. Third Party Responsibilities**

- a) The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP.
- b) We will not be responsible for making any modification in the 3rd party software to support this interface.
- c) The third-party will work with us and you to test the interface.



# TYLER TECHNOLOGIES, INC.

Account Number: 001-1002-522-17-00

Amount: \$ 32,000.00

VERIFIED

BY: 

Finance Officer

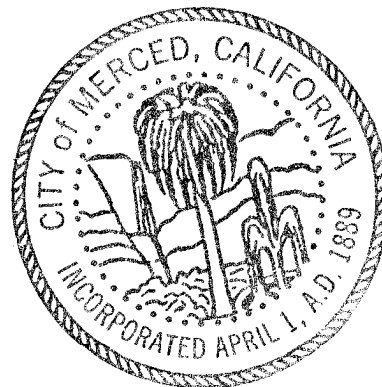
FINANCE ENTRY	
Contract No:	<u>940059</u>
Vendor Number:	<u>17554</u>
P.O. Number:	<u>132835</u>
Funds Available:	<u>yes. ms 12/10/18</u>
11/29/18	

PL 12/10/18

ATTEST:  
CITY CLERK

BY: 

Assistant/Deputy City Clerk





# CITY OF MERCED

Merced Civic Center  
678 W. 18th Street  
Merced, CA 95340

## ADMINISTRATIVE REPORT

File #: 18-616

Meeting Date: 12/17/2018

*Report Prepared by: Marvin Dillsaver, Communications Supervisor, Police Department*

**SUBJECT:** Approval of Agreement with Tyler Technologies in the Amount of \$32,000 for a Custom Interface to Securely Connect the Police Department and District Attorney's Records Management Systems and Authorization for the Use of Pooled Cash for the Purchase Until Reimbursement from the County of Merced

### REPORT IN BRIEF

Merced Police Department is requesting reimbursable funds to purchase a custom interface to connect the Merced Police Departments Records Management System with the Merced County District Attorney's Office Records Management System.

### RECOMMENDATION

**City Council** - Adopt a motion:

- A. Approving an increase to revenue account 001-1002-332-01-01 Police Operations Cost Recovery in the amount of \$32,000 and appropriating the same to expenditure account 001-1002-522-17-00 Police Operations Professional Services; and,
- B. Approving an Amendment with Tyler Technologies for Custom Software Interface; and,
- C. Approving a Special Service Agreement with Merced County for cost recovery reimbursement; and,
- D. Authorizing the use of pooled cash for the purchase of the custom interface until the City receives reimbursement funds from the County of Merced; and,
- E. Authorizing the City Manager or Assistant City Manager to execute all necessary documents.

### ALTERNATIVES

- 1. Approve, as recommended by Staff; or,
- 2. Deny; or,
- 3. Refer back to staff for recommendation of specific items

### AUTHORITY

City of Merced Charter Section 200.

### CITY COUNCIL PRIORITIES

As provided for in the 2018-19 Adopted Budget

## **DISCUSSION**

During fiscal year 2017/18, the Merced Police Department (MPD) was approached by the Merced County District Attorney's Office (DA) with a specific request to interface their Karpel Records Management System (RMS) with the MPD's Tyler Technologies Records Management System (RMS). The DA informed the MPD that they would fund the project for the interface because it would significantly assist them with their workload and their ability to process cases faster. This custom interface will electronically transfer case data securely between the RMS of the MPD and the RMS of the DA. All suspect, victim, and witness information associated to a case will be transferred automatically and the interface will notify the MPD of files that have been delivered.

The interface will save time for MPD staff because cases will not have to be hand delivered. Cases will be electronically sent to the DA. It will also assist the MPD and the DA in providing a faster and more efficient manner of exchanging confidential information.

The interface will need to be sold to the MPD as the custom interface will be written by Tyler Technologies, which is the MPD's vendor for their RMS. The interface will be installed on servers at the MPD. Tyler Technologies has done this same type of interface for the Merced County Sheriff's Office (SO) who also uses Tyler Technologies for their RMS. Due to the fact that the DA is not a Tyler customer, the City of Merced has entered into an agreement with the County of Merced to reimburse the City fully for the purchase price of the interface. It should be noted that this is a custom interface and it has no maintenance associated with it. The DA is aware of this and that they may need additional funding if something fails after an upgrade to the RMS at the MPD. Upgrades to the RMS are rare, and only done once or twice a year. The likelihood of something failing is minimal.

The MPD is requesting the use of pooled funds to purchase the interface. Once the interface has been paid for by the City of Merced, the County of Merced will reimburse the City for the funds spent.

## **IMPACT ON CITY RESOURCES**

An increase in the amount of \$32,000 to Police Operations Cost Recovery Revenue Account 001-1002-332-01-01 and appropriation of the same for expenditures to Police Operations Professional Services account 001-1002-522-17-00 is needed. The Department is requesting the use of pooled cash until the reimbursement of the purchase can be processed by Merced County.

## **ATTACHMENTS**

1. Agreement
2. Quote from Tyler Technologies for Custom Interface