



City Council Agenda

Mayor
Christine Lundberg

City Council
Sean VanGordon, Ward 1
Hillary Wylie, Ward 2
Sheri Moore, Ward 3
Dave Ralston, Ward 4
Marilee Woodrow, Ward 5
Joe Pishioneri, Ward 6

City Manager:
Gino Grimaldi
City Recorder:
Amy Sowa 541.726.3700

City Hall
225 Fifth Street
Springfield, Oregon 97477
541.726.3700
Online at www.springfield-or.gov

The meeting location is wheelchair-accessible. For the hearing-impaired, an interpreter can be provided with 48 hours notice prior to the meeting. For meetings in the Council Meeting Room, a "Personal PA Receiver" for the hearing impaired is available. To arrange for these services, call 541.726.3700.

Meetings will end prior to 10:00 p.m. unless extended by a vote of the Council.

All proceedings before the City Council are recorded.

December 3, 2012

5:45 p.m. Executive Session
Pursuant to ORS 192.660(2)(h), ORS 40.225, ORS 192.502(9)
ORS 192.501(6), ORS 192.660(2)(e), ORS 192.660(2)(f), and ORS 192.502(1)
Jesse Maine Room

CALL TO ORDER

ROLL CALL - Mayor Lundberg ____, Councilors VanGordon ____, Wylie ____, Moore ____, Ralston ____, Woodrow ____, and Pishioneri ____.

1. Labor Negotiations Between the City and International Association of Firefighters (IAFF), Local 1395.
[Peter Fehrs] (15 Minutes)
2. Discuss Proposed Sale of Property.
[John Tamulonis/Bill VanVactor] (20 Minutes)

ADJOURNMENT

6:20 p.m. Work Session
Jesse Maine Room

CALL TO ORDER

ROLL CALL - Mayor Lundberg ____, Councilors VanGordon____, Wylie____, Moore____, Ralston____, Woodrow ____, and Pishioneri____.

1. Public Safety Systems Update.
[Rod Lathrop] (15 Minutes)
2. Capital Project P21037 – Project Overview.
[Kyle Greene] (20 Minutes)

ADJOURNMENT

7:00 p.m. Regular Meeting
Council Meeting Room

CALL TO ORDER

ROLL CALL - Mayor Lundberg ____, Councilors VanGordon____, Wylie____, Moore____, Ralston____, Woodrow ____, and Pishioneri____.

PLEDGE OF ALLEGIANCE

SPRINGFIELD UPBEAT

1. Recognition of Depot Clock Donation from Sandra Rennie.
[Mayor Lundberg] (05 Minutes)
2. Recognition of the Swanson Manufacturing Group for Fire Prevention Efforts.
[Mark Dahl] (05 Minutes)
3. Employee Recognition: Michael Hackett, 25 Years of Service.
[Gino Grimaldi] (05 Minutes)
4. Introduction of New Museum Director, Jim Cupples.
[Len Goodwin] (05 Minutes)

CONSENT CALENDAR

1. Claims
2. Minutes
 - a. November 19, 2012 – Work Session
 - b. November 19, 2012 – Regular Meeting

3. Resolutions

- a. RESOLUTION NO. 1 – A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD COMPETITIVE BIDS EXCEEDING THE INTERMEDIATE PURCHASING THRESHOLD, REQUESTS FOR PROPOSALS, OTHER PERSONAL SERVICES CONTRACTS EXEMPT FROM BIDDING REQUIREMENTS UNDER THE PURCHASING REGULATIONS, AND APPROVE AMENDMENTS TO PUBLIC CONTRACTS DURING THE PERIOD OF DECEMBER 11, 2012 THROUGH JANUARY 6, 2013 WHILE THE COMMON COUNCIL IS IN RECESS.
- b. RESOLUTION NO. 2 – A RESOLUTION OF THE COUNCIL OF THE CITY OF SPRINGFIELD AMENDING THE RATE STRUCTURE FOR SYSTEMS DEVELOPMENT CHARGES AS ESTABLISHED IN THE SPRINGFIELD MUNICIPAL CODE, SECTION 3.406, AND SPECIFYING AN EFFECTIVE DATE

4. Ordinances

5. Other Routine Matters

- a. Approve an Intergovernmental Agreement (IGA) with Lane Council of Governments (LCOG) for Development and Maintenance of an Interface between RLID and Hansen for a Total Amount not to Exceed \$6,000 and Authorize and Direct the City Manager to Execute the Agreement on Behalf of the City.
- b. Authorize and Direct the City Manager to Execute an Intergovernmental Agreement with the Oregon Department of Transportation for Main Street Pedestrian Crossing Projects.
- c. Authorize City Manager to Sign an Intergovernmental Agreement (IGA) with the City of Eugene for SunGard Public Sector, Inc. Software and Hardware for Police Records Management System (RMS), Computer Aided Dispatch (CAD), Mobile Field Reporting (MFR), and e-Citations.
- d. Approve the November 6, 2012 General Election Report of Board of Canvassers and Proclamation for the Election for Springfield Utility Board Members for Position #1 and Position #5, and Measure 20-195, Five-Year Levy for Springfield Jail Operations and Police Services.

MOTION: APPROVE/REJECT THE CONSENT CALENDAR

ITEMS REMOVED FROM THE CONSENT CALENDAR

PUBLIC HEARINGS - **Please limit comments to 3 minutes. Request to speak cards are available at both entrances. Please present cards to City Recorder. Speakers may not yield their time to others.**

1. Proposed Amendments to the City's Engineering Design Standards and Procedures Manual.
[Ken Vogeney] (05 Minutes)

RESOLUTION NO. 3 – A RESOLUTION ADOPTING AMENDMENTS TO THE ENGINEERING DESIGN STANDARDS AND PROCEDURES FOR DEVELOPMENT OF PUBLIC INFRASTRUCTURE WITHIN THE CITY OF SPRINGFIELD.

MOTION: ADOPT/NOT ADOPT RESOLUTION NO. 3.

2. Timing of Payment of SDCs.
[Len Goodwin]

(05 Minutes)

ORDINANCE NO. 1 – AN ORDINANCE REGARDING THE SPRINGFIELD MUNICIPAL CODE SECTION 3.412 AND "COLLECTION OF CHARGE" SYSTEMS DEVELOPMENT CHARGES TO TEMPORARILY DEFER CHARGE AND FEE COLLECTION AT THE REQUEST OF THE PROPERTY OWNER UNTIL TIME OF FINAL OCCUPANCY REQUEST IN ORDER TO STIMULATE AND ENCOURAGE THE DEVELOPMENT AND REDEVELOPMENT THROUGH JUNE 30, 2013, PROVIDING DEFERRAL LIMITATIONS, PROVIDING FOR THE PAYMENT OF DEFERRED FEES AND CHARGES UPON THE TRANSFER OF OWNERSHIP OF SUCH PROPERTIES, PROVIDING AN ASSESSMENT FOR A DEFERRED CHARGE OR FEE AND DECLARING AN EMERGENCY.

MOTION: ADOPT/NOT ADOPT ORDINANCE NO. 1.

BUSINESS FROM THE AUDIENCE - **Limited to 20 minutes. Please limit comments to 3 minutes. Request to Speak cards are available at both entrances. Please present cards to City Recorder. Speakers may not yield their time to others.**

COUNCIL RESPONSE

CORRESPONDENCE AND PETITIONS

BIDS

ORDINANCES

BUSINESS FROM THE CITY COUNCIL

1. Committee Appointments
- a. Library Advisory Board Appointment.
[Rob Everett]

(05 Minutes)

MOTION: APPOINT GARY ROSS TO SPRINGFIELD PUBLIC LIBRARY ADVISORY BOARD FOR A 4 YEAR TERM BEGINNING JANUARY 1, 2013 AND ENDING DECEMBER 31, 2016

2. Business from Council
- a. Committee Reports
- b. Other Business

BUSINESS FROM THE CITY MANAGER

1. Long-Term Agreement with The Freshwater Trust for Mill Race Planting Projects.
[Todd Miller] (05 Minutes)

MOTION: APPROVE OR REJECT A MOTION APPROVING A 21-YEAR DURATION CONSERVATION AGREEMENT (AGREEMENT) WITH THE FRESHWATER TRUST (TFT), AN OREGON NOT-FOR-PROFIT ORGANIZATION, TO RESTORE, MAINTAIN, AND MONITOR RIPARIAN VEGETATION ON THE SPRINGFIELD MILL RACE AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

2. Glenwood River Point Place Update.
[Kevin Ko] (05 Minutes)

MOTION: APPROVE/NOT APPROVE USE OF HOME PROGRAM FUNDS AT THE NEW PROJECT LOCATION.

3. Collective Bargaining Agreement Between the City and International Association of Firefighters (IAFF), Local 1395.
[Peter Fehrs] (10 Minutes)

MOTION: RATIFY A THREE-YEAR IAFF COLLECTIVE BARGAINING AGREEMENT WHICH WILL NORMALIZE LABOR CONTRACTS BETWEEN THE CITY OF SPRINGFIELD AND THE CITY OF EUGENE.

4. Intergovernmental Agreement for the Functional Consolidation of the Fire Departments for Springfield and Eugene.
[Randy Groves] (05 Minutes)

MOTION: APPROVE/NOT APPROVE THE IGA FOR FUNCTIONAL CONSOLIDATION OF THE FIRE DEPARTMENTS FOR SPRINGFIELD AND EUGENE.

5. Delegating Authority for Purchase and Sale of Property.
[John Tamulonis] (05 Minutes)

MOTION: AUTHORIZE/NOT AUTHORIZE THE CITY MANAGER TO ENTER INTO A PURCHASE AND SALE AGREEMENT TO CARRY OUT DUE DILIGENCE FOR CITY-OWNED PROPERTY IN GLENWOOD.

BUSINESS FROM THE CITY ATTORNEY

ADJOURNMENT

AGENDA ITEM SUMMARY

Meeting Date: 12/3/2012
Meeting Type: Work Session
Staff Contact/Dept.: Rod Lathrop/IT
Staff Phone No: X1025
Estimated Time: 15 Minutes
Council Goals: Financially Responsible and Stable Government Services

**SPRINGFIELD
CITY COUNCIL**

ITEM TITLE: PUBLIC SAFETY SYSTEMS UPDATE

ACTION REQUESTED: Information update only.

ISSUE STATEMENT: Springfield is in the process of migrating from obsolete Mainframe Public Safety software to modern vendor supplied solutions. The new Public Safety System will include SunGard Police Records Management System (RMS) and Computer Aided Dispatch (CAD), EIS Jail Management, Fire and Life Safety FireHouse RMS and TeleStaff Scheduling, and Tyler InCode Courts RMS.

ATTACHMENTS: Attachment 1: –Council Briefing Memorandum

**DISCUSSION/
FINANCIAL
IMPACT:** Springfield currently spends about \$380,000 annually to support obsolete Public Safety software for Courts, Police and Fire. Starting in FY12 Springfield, in conjunction with regional partner Eugene, began an ambitious replacement project. The highest level goal for this project is to create a safer community. This will be achieved by implementing modern, vendor-supported applications that will enhance both operations and decision support. There will be new functionality such as:

- Automatic Vehicle Location which will send the closest available unit to respond to an emergency;
- Advanced Crime Analysis to enable better Data Based Policing;
- Mobile Field Reporting which will automate the generation of Police Reports, auto-populating the electronic report with CAD and RMS data and managing the validation and acceptance process;
- Integrate products across divisions to improve efficiencies and eliminate redundant data entry;
- Automate the voucher, payment and collections process at Courts;
- Bring multiple Fire programs together within an integrated RMS to enhance operations and comply with State reporting requirements;
- Provide powerful staffing and scheduling capabilities to help keep Fire apparatus functioning with full crews at peak efficiency.

Together the new programs will cost about \$765,000 spread over FY12 – FY14. Annual maintenance and support costs for the new enterprise will be \$225,000, plus about 1 FTE of IT support (existing position).

Through a combination of negotiated vendor concessions, consortium pricing, shared server hardware, and shared implementation services, Springfield has reduced our purchase, implementation and ongoing costs for system replacement by about \$1,260,000 over 7-years across all the Police, Fire and Courts projects.

MEMORANDUM

City of Springfield

Date: 12/3/2012
To: Gino Grimaldi **COUNCIL**
From: Rod Lathrop **BRIEFING**
Subject: Public Safety Automation System Upgrades **MEMORANDUM**

ISSUE: Springfield is in the process of migrating from obsolete Mainframe Public Safety software to modern vendor supplied solutions. The new Public Safety System will include SunGard Police Records Management System (RMS) and Computer Aided Dispatch (CAD), EIS Jail Management, Fire and Life Safety FireHouse RMS and TeleStaff Scheduling, and Tyler InCode Courts RMS.

COUNCIL GOALS/MANDATE:

Financially Responsible and Stable Government Services
Enhance Public Safety

BACKGROUND:

Springfield utilizes a mix of legacy IBM Mainframe technology originally developed in 1967 and outdated Motorola software for public safety automation. In addition to becoming nearly impossible to maintain, the operations and custom integration required to keep these old systems running is very expensive, costing Springfield \$380,000 annually.

A little over a year ago the Cities of Springfield and Eugene began working together to replace these vital public safety systems. The high level goals for these major project replacements are:

- Enhance public safety by providing excellent automated tools for decision support, including map-based Crime Analysis and data-based policing;
- Improve Police and Fire response times and officer safety by utilizing satellite-based Automatic Vehicle Location (AVL) Computer Aided Dispatch functionality, enabling Dispatchers and Police/Fire personnel to dispatch the closest available unit to emergency calls and continuously know where Police and Fire units are;
- Enhance unit efficiency through Mobile Field Reporting (MFR) which auto-populates police and fire reports with RMS and CAD data;
- Integrate the solutions across public safety departments in order to effectively share information and eliminate redundant data entry;
- Integrate with external partners such as LEADS/DMV for Law Enforcement and Collection Agencies for Courts
- Implement commercial solutions that will continue to be developed and enhanced by the vendors with input from the user community.

Together the replacements for these systems will cost Springfield about \$765,000 in implementation costs spread over FY12, FY13 and FY14. Annual costs including support, maintenance, hardware replacement, map system support, and hosting services are projected at about \$225,000 annually. This compares favorably with the \$380,000 Springfield is currently paying for maintenance and support on the old public safety software.

Through a combination of negotiated vendor concessions, consortium pricing, shared server hardware, and shared implementation services, Springfield has reduced our purchase, implementation and ongoing costs for system replacement by about \$1,260,000 over 7-years across all these projects. High-level details for these projects are:

Municipal Court

Springfield recently went “Live” with InCode Courts RMS software from Tyler Technologies. This is a Hosted (Cloud) solution, meaning that Tyler Technologies provides the servers and infrastructure that run the application, and Springfield Municipal Court staff and customers access the programs and data over the Internet. InCode will have interfaces with the new SunGard Police RMS for arrest, citation and warrant information, plus an interface with our collections agency to streamline collections and improve efficiency. InCode also supports online payments, improving Court revenue and staff productivity while enhancing customer service.

Springfield was able to achieve one-time and ongoing savings of \$166,592 (over 7 years) through a combination of vendor concessions and negotiated consortium pricing.

Fire and Life Safety

Springfield is implementing the FireHouse RMS program and the TeleStaff Fire Scheduling program jointly with the City of Eugene. Eugene IT is managing the FireHouse project, which is another Hosted (Cloud) solution. Springfield IT is managing and hosting the TeleStaff project.

The FireHouse RMS will manage National Fire Incident Reporting (NFIRS), Training Records, Fire Marshall/Fire Prevention programs, Logistics, HazMat, etc. This product will integrate with our new SunGard CAD system to retrieve incident records, it will integrate with TeleStaff for shift and scheduling information, it will integrate with Development and Public Works Accela to import Building Permit data for scheduling inspections, and it will integrate with our PeopleSoft accounting system for managing revenue. FireHouse RMS is going “Live” in mid-December 2012.

The TeleStaff system automates the time consuming task of scheduling and staffing sworn personnel. TeleStaff allocates overtime hours, complies with union and legal scheduling requirements, and provides access to scheduling services via telephone, network PC, or any Internet connected device. TeleStaff integrates with FireHouse RMS and the Payroll/Time Entry systems of both Cities. Tele Staff is going “Live” January 1st, 2013.

By working together the two Cities saved about \$70,000 through a combination of hardware savings (fewer servers/telephony), shared IT Project Management, and shared Fire business expertise during implementation.

EIS Jail Management

The Springfield Municipal Jail must integrate tightly with the Lane County Jail system. Prisoners are often “shared” between the two facilities, through inmate swaps, etc. For this reason Springfield is partnering with Lane County on the implementation of the new EIS Jail Management system application and hardware. This product will integrate with the SunGard Police RMS and with Tyler InCode Court RMS to share mug shots, custody status, arrest information, etc.

By sharing a single set of implementation services and a single database with Lane County, Springfield was able to negotiate a \$40,536 reduction in implementation and purchase cost plus an ongoing annual discount of \$2,660 with EIS. Integration and operational efficiency will be greatly enhanced by sharing a single system. Assuming Council approves the EIS Jail Management Contract when presented, this system could go “Live” by summer 2013.

SunGard Police RMS, CAD, Field Reporting, AVL, e-Citations, Crime Analysis

The SunGard Police project is the most complex and tightly integrated suite of products within the Public Safety Automation project. Pre-contract Fit-Gap work began in August, mapping Springfield and Eugene Police requirements onto SunGard functionality. Assuming Council approves the SunGard project IGA this software is expected to go “Live” by November/December 2013. Final configuration and implementation work on ancillary modules is scheduled to wrap up by 2nd Quarter of 2014.

The savings associated with the SunGard project are considerable. Springfield is saving a significant amount by sharing implementation, hardware, conversion and training resources with Eugene. \$22,894 was saved by utilizing existing regional data center resources to host the new SunGard hardware. Springfield saved \$33,557 by itemizing specific interfaces and hardware

within the project. The pre-contract Fit-Gap analysis concession by SunGard saved about \$35,000. The most significant savings are heavy discounts in license fees, implementation services, and ongoing annual maintenance fees associated with helping SunGard move into Oregon (First In State Discount) and develop a strong west coast presence. The total savings achieved for Springfield on the SunGard project are in excess of \$993,000.

The total reductions achieved for Springfield on all these projects combined is estimated to be \$1.2M over 7-years.

RECOMMENDED ACTION:

Information update only.

AGENDA ITEM SUMMARY

Meeting Date: 12/3/2012
Meeting Type: Work Session
Staff Contact/Dept.: Kyle Greene/DPW
Staff Phone No: 541-726-5750
Estimated Time: 20 minutes
Council Goals: Maintain and Improve Infrastructure and Facilities

**SPRINGFIELD
CITY COUNCIL**

ITEM TITLE: CAPITAL PROJECT P21037 – PROJECT OVERVIEW

ACTION REQUESTED: No action requested. This item is for informational purposes only.

ISSUE STATEMENT: The City of Springfield’s Capital Improvement Program (C.I.P.) identifies the 10th and ‘N’ Street Upgrade (P21037) as a priority project with a budget of \$3,935,000.00. This project is currently under construction and the progress will be outlined for Council.

ATTACHMENTS:

1. Council Briefing Memorandum
2. Vicinity Map

**DISCUSSION/
FINANCIAL
IMPACT:**

The City’s 2008 Wastewater Master Plan identifies several projects to address wastewater system rehabilitation, upgrades, and expansion. Projects within the Master Plan, including the 10th and ‘N’ Street Upgrade, are prioritized within the Council adopted C.I.P report.

The 10th and ‘N’ Street Upgrade project first entered the C.I.P. in the 2010-2014 report, due to identified capacity deficiencies. With a budget of \$3,935,000.00, the original project scope was to expand the capacity of the existing sanitary sewer system by adding a parallel 24-inch line alongside the existing sewer line.

The project design phase was initiated in 2010 with City resources. During the design phase, the project scope was expanded to add nearly 6,000 linear feet of pipe rehabilitation from the Basin 22 Sanitary Sewer Rehabilitation Project to achieve project efficiencies. Combining these projects also adjusted the overall budget to \$5,000,000.00.

Staff had to coordinate this project with multiple entities. ODOT, Lane County, SUB Water, SUB Electric, a property owner and other utilities all had a part in this coordination process.

The project was let for bid in May 2012, with Wildish Corporation being the successful low bidder. Construction began in July of 2012 and is ongoing, with an anticipated completion date in the summer of 2013. Phase 2 of the project is currently midway through the design phase with construction scheduled to begin in summer 2013. The Council Briefing Memorandum (Attachment 1) provides additional background information on project design and construction.

MEMORANDUM

City of Springfield

Date: 12/3/2012**To:** Gino Grimaldi, City Manager**COUNCIL****From:** Len Goodwin, Development and Public Works Director
Kyle Greene, Civil Engineer**BRIEFING****Subject:** Capital Project P21037 – Project Overview**MEMORANDUM**

ISSUE: The City of Springfield's Capital Improvement Program (C.I.P.) identifies the 10th and 'N' Street Upgrade (P21037) as a priority project with a budget of \$3,935,000.00. This project is currently under construction and the progress will be outlined for Council.

COUNCIL GOALS/**MANDATE:**

Maintain and Improve Infrastructure and Facilities

The City's 2008 Wastewater Master Plan identifies several projects to address wastewater system rehabilitation, upgrades, and expansion. Projects within the Master Plan, including the 10th and 'N' Street Upgrade, are prioritized within the Council adopted C.I.P report.

BACKGROUND:

There are areas in the existing wastewater system where the City does not have sufficient capacity to meet the needs of its citizens. This can be attributed to a combination of groundwater infiltration and inflow into the system, expanding development needs, and redevelopment to more intense uses. To better understand these deficiencies, the City adopted the 2008 Wastewater Master Plan, which identifies both future needs and current deficiencies in the wastewater system.

Projects identified in the Master Plan are prioritized in the C.I.P to budget and schedule the design and construction of the projects. The 10th and 'N' Street Upgrade project first entered the C.I.P. in the 2010-2014 report. The Master Plan identified capacity deficiencies in Sanitary Sewer Basin 9, and the project scope was to construct a new 24-inch sewer line parallel to the existing 24-inch sewer line. The goal of the 10th and N Street Upgrade project is to address infiltration and inflow, eliminate sewer overflows during wet weather, and rehabilitate the existing Basin 22B portions by installing new sewer pipe.

During preliminary design of this project, staff determined there was an excellent opportunity to pair the 10th and N Street Sewer Upgrade project with the Sanitary Sewer Basin 22B rehabilitation project due to the relative proximity of the two projects. This resulted in the 10th and N Street Project being split into two separate phases (Phase 1 and Phase 2). Phase 1 of the project covers the northern half from T Street to Olympic Street and included the rehabilitation work, and Phase 2 of the project covers from Olympic Street to Centennial Boulevard (as shown in Attachment 2).

Phase 1 was designed using City resources and put out to bid in May of 2012. It consists of installation of approximately 2,150 feet of 24-inch, replacement of 5,850 feet of 8-inch and 1,200 feet of 6-inch sanitary sewer pipes, and associated reconstruction of 660 feet of residential City Street. Wildish Construction Company was the successful low bidder at \$1,831,721.00 and started construction in July of 2012.

Construction started in the EWEB parcel located north of the intersection of 10th and T Streets, and proceeded south along 10th Street. At Q Street, the sewer pipe crossed both the Q Street Channel and Highway 126, before heading down 10th Street to end at Olympic Street. The Basin 22B portion of the work was mostly in private residential backyards on the east and west side of 10th Street, between Highway 126 and Olympic Street.

There were a number of challenges that have been identified throughout design and construction. Staff coordinated with ODOT and obtained a permit to cross Highway 126. Lane County worked with the City to obtain easements. EWEB has a 30" water line that we had to build around within the ODOT right-of-way between the Q Street Channel and Highway 126. SUB Electric had several power poles located immediately adjacent to existing and proposed sewer manholes, which had to be held up with utility trucks. SUB Water had multiple water mains the project had to cross, in addition they had a water line replacement project within the same street segment as the City Project. This required staff from both agencies to coordinate construction of both projects to minimize neighborhood impacts. Finally, a private property owner was in the process of developing a vacant lot at the corner of 10th Street and Q Street, and Staff coordinated that private development with this capital project.

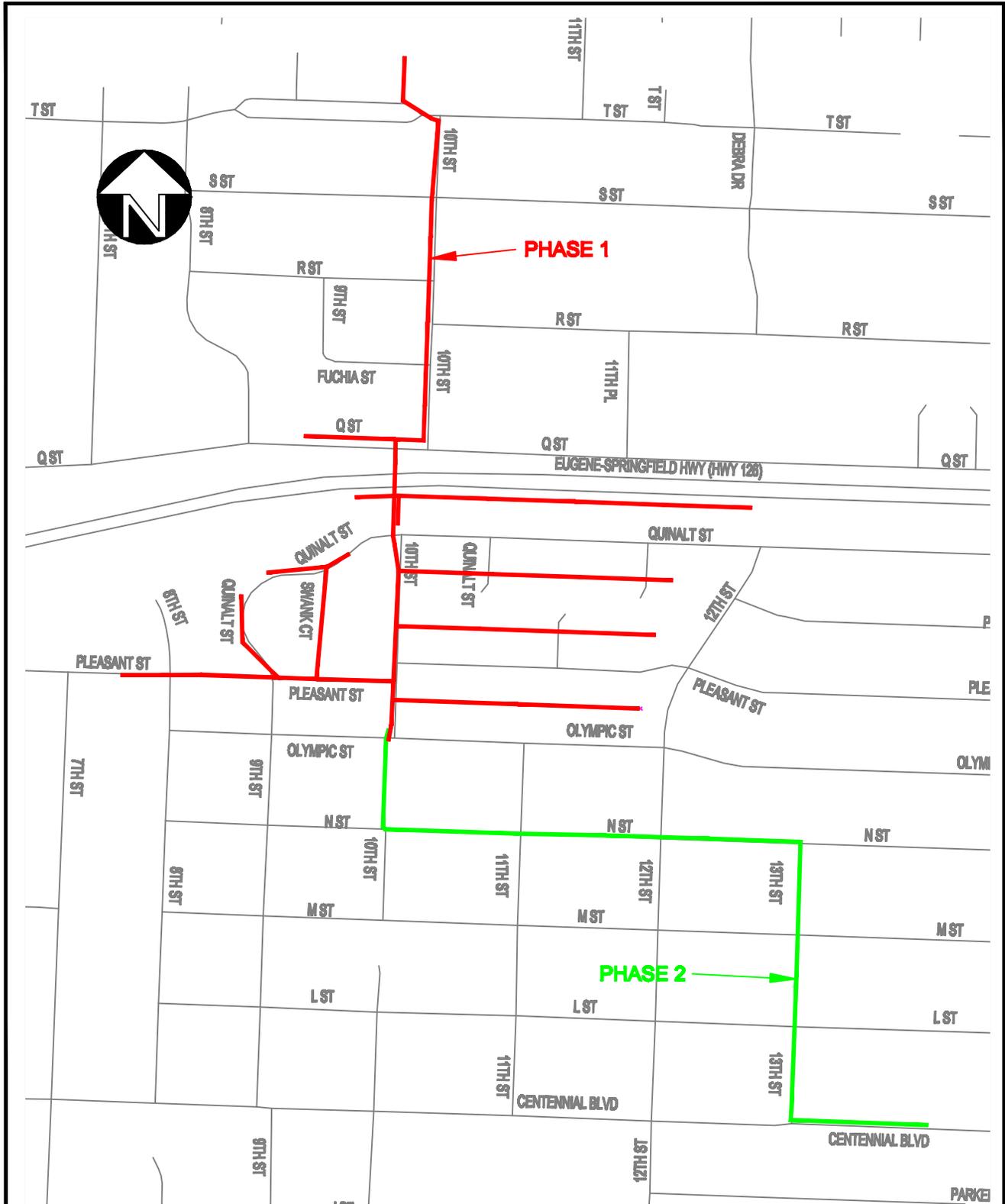
In addition to the coordination efforts, the new 24 inch sanitary sewer pipe had to fit in a fully built out street, which had existing franchise utilities, plus existing storm drainage and sewer pipes. The new 24 inch pipe had to maintain the same elevation of the existing pipe, to allow both pipes to be interconnected at certain points of the network for balancing high flows. Staff designed special flow balancing manholes to allow for the parallel pipe system to work properly.

Next summer, Wildish Construction will complete construction of Phase 1. Construction of Phase 2 of the project is anticipated to commence in the summer of 2013, starting at 10th Street and Olympic Street, and ending near 13th Street and Centennial Boulevard. The preliminary cost estimate for Phase 2 is \$1,200,000 and is currently being designed in house by staff.

RECOMMENDED ACTION: No action requested. This item is for informational purposes only.

10TH AND N SEWER UPGRADE - PHASE 1

CITY PROJECT NO. P21037



Scale 1"=1000'

VICINITY MAP

December 3, 2012

Springfield Upbeat

Recognition of Depot Clock Donation from Sandra Rennie

When the old Freight Depot was torn down in Springfield, the station master donated the clock to Sandra Rennie's father-in-law. That was sometime in the 1940's. The clock had been part of the old Depot building for some time prior to that.

Ms. Rennie donated the clock to the City so that it could be preserved and displayed for the community. The Springfield Chamber of Commerce has agreed to display the clock in the Springfield Chamber of Commerce Depot Building.

December 3, 2012
Springfield Upbeat
Recognition of Swanson Manufacturing Group

Swanson Manufacturing Group of Springfield Oregon is being recognized for their sincere efforts and success regarding the spirit of fire prevention. Below are some highlights of how they have demonstrated this endeavor since acquiring this wood products mill site in 2007.

1. Recognition – Early on Swanson recognized the challenges they faced when purchasing this mill in terms of age of the mill, the housekeeping opportunities, equipment issues and a culture that seemed stagnant lacking in a team approach.
2. Commitment to Action Planning – Through recognition and action item prioritizing the Swanson team has worked hard, and continues to do so, regarding the overall betterment of this facility.
3. Team Oriented Culture – No cliché here by any means! Another term used for Team Oriented Culture is “Swansonized”. Quite simply this means producing a culture through a dedicated and sincere desire to build and foster a team or family centered culture in all aspects of this business.

The fire code inspector’s first visit to the Swanson plant site in 2010 found 102 fire code violations. Each visit showed dramatic decreases in fire code violations to having found only 5 during the last visit. It was and is very clear that Swanson’s business practices and philosophy regarding Recognition, Commitment to Action Planning, and fostering a Team Oriented Culture have and will continue to produce a very committed fire and life safety culture regardless of economic conditions or otherwise.

The Mission Statement of the Swanson group reads: “Our core purpose is to create opportunities and long-term security for our employees, shareholders, and respective families. We desire to build a stronger company that can be passed on to future generations”.

This is the manner in which Swanson Group has demonstrated their commitment to their fire and life safety

December 3, 2012
Springfield Upbeat
Employee Recognition, Michael Hackett, 25 Years of Service
with the Springfield Fire and Life Safety Department

Information about Captain Hackett will be provided during the Council meeting.

Biography on Jim Cupples

Jim Cupples is the new Springfield Museum Executive Director who started working with us on October 1st of this year. Jim (or Mr. Cupples) comes to us from the Springfield/Eugene Habitat for Humanity ReStore located in West Eugene, where he served as Director. Prior to working with Habitat for Humanity, Jim worked in Office Management and Sales for Kestrel Growth Brands, a successful organic foods company in Eugene. Jim was enjoying his position at Habitat for Humanity and was able to raise sales and the net gross significantly, but found the opportunity to become a partner in downtown Springfield to be undeniably appealing and chose to apply for the position as Executive Director of the Springfield Museum.

Jim moved to this area in 2006 from the New York City area after he and his wife vacationed in the state of Oregon. Jim's wife is Carrie Schindele-Cupples who has been with the Springfield Library since 2006, and is currently the Reference Librarian. He and his wife have an 11 month old son named Dean and they are proud Springfield residents that feel invested in the community.

Jim's successful background in management of volunteer efforts at Habitat for Humanity, as well as ability to generate sales and oversee a budget gives him some of the skills that the Springfield Museum can benefit from. Jim sees the Museum as a partner with residents, visitors and business owners in downtown Springfield and would like to broaden the base of the Museum's visitors by strengthening ties with people of all ages and interests. He is looking forward to doing exhibits that engage the citizens by focusing on local events, like the annual Springfield Cruise, and history, like Agnes Stewart, Springfield resident who arrived here via the fabled "Lost Wagon Train". He is excited to be here and looks forward to collaborating with all of you.

1017 Mill Street
Springfield, OR 97477
Home: (541) 999-0997
jimcupples@gmail.com

July 26, 2012

Cardinal Services
405 Lincoln Street
Eugene, Oregon 97401

Springfield Museum
590 Main Street
Springfield, Oregon 97477

Dear Hiring Representative:

I am writing to express my sincere interest in the position of Executive Director at the Springfield Museum that I viewed on the Cardinal Services website.

I am currently the Director at the Springfield/Eugene Habitat for Humanity ReStore, which is a retail store that generates extra funds for our local Habitat for Humanity. My position as Director requires me to manage staff (5) and volunteers (20), generate donations of funds and materials to our cause, work collaboratively with a Board of Directors, build strong relations with community leaders and businesses, operate within an approved budget (which I originate and is presented to the Board for approval), and increase the amount of funds available for building homes through retail sales. My position has been challenging, but also rewarding: by the end of my first eight months the ReStore has seen a 30% increase in sales over the previous year and the net revenue for the fiscal year has doubled. All together this means that I have helped generate more funds for Habitat for Humanity's partner families, and I am very happy to be a part of that. I feel that the key to this success has been by having an exciting and positive vision, and finding others that would work alongside me to help me achieve these goals.

For four years I was the Office Manager and Sales Representative at Kestrel Growth Brands, Inc., a thriving and expanding local organic foods company. I have been responsible for providing sales training to new employees, processing incoming payments (check, cash, money order, internet payments) and tabulating our bank deposits, daily supervision of office and warehouse staff, purchasing equipment and services, and working with customer accounts in person, by written letter, via e-mail and through internet videoconferencing.

While working at the *New York Daily News*, I was repeatedly elected to office and I attribute this to my administrative capabilities and my ability to communicate and provide direction without alienating employees. Over the five years that I spent as an elected officer, I had frequent meetings with employees and management about work infractions, recognition for good work, organizing the vacation and training schedules, and tracking members' overtime opportunities. I feel that my background in such a fast-paced and busy work atmosphere has helped to sharpen my critical-thinking skills and simply made me a more productive worker.

In summary, I believe I can offer professional experiences and a specific skill set that would help the Springfield Museum achieve its mission and continue to raise its local presence, such as:

- Well-honed office and warehouse management skills, including administering records management systems; establishing and utilizing professional business relationships; scheduling, calendaring and event planning; participating in work performance reviews; independently generating effective office correspondence; proposing and operating within a fiscal budget; streamlining office procedures, and providing leadership for employees, coworkers and volunteers.
- Years of successful sales and marketing experience that included individually developing and executing successful local marketing plans; solicitation of funds and material donations; initiating communications with prospective clients; expanding product presence and credibility; and effectively communicating with potential business partners in person, on the phone, via e-mail and written letters.
- The proven ability to exercise sound judgment as a Director for a non-profit and experience in resolving emergencies. For over fifteen years I have held supervisory roles at Habitat for Humanity, Kestrel Growth Brands, *The New York Daily News* and the U.S. Marine Corps, and understand the principles that help make a workplace friendly and productive.

My desire to become part of the Springfield Museum is also personal. My wife and I lived in New York City until we took a vacation to Oregon in the summer of 2005. We returned to New York and both agreed that we loved our time in Oregon and wanted to make that our new home. By the fall of 2006, we had relocated here from across the country. My wife has been a librarian at the Springfield Public Library since we moved here and we have spent a great deal of time in Springfield, Eugene and our other local communities. We believe in Springfield's potential and are thrilled to see the work that places like NEDCO and the Farmer's Market have been doing. I see Springfield's downtown going through an exciting revival and I know that the Museum can be a complimentary institution that is relevant, anticipated and stimulating.

I see many opportunities for the Springfield Museum to be a first and logical choice for families, art lovers and local history buffs. As a relative newcomer to the area I have questions about Springfield's history and development, and am also interested in the art and artists that are from or have been inspired by Springfield (aside from obvious local greats like Ken Kesey and Matt Groening). I feel that it is important to share that I am not applying for other jobs and am quite satisfied with the one I currently hold, but I find the opportunity to become the Springfield Museum's Executive Director to be very appealing.

I have included a letter of reference from my employer of four years (Mr. Marty Parisien) and two awards that I received while serving in the U.S. Marine Corps that speak directly to my administrative and managerial skills. I hope you find that my experience and abilities are competent to warrant an interview for this great opportunity with the Springfield Museum.

Sincerely,

James Cupples

JAMES P. CUPPLES

jimcupples@gmail.com

1017 Mill Street · Springfield, OR 97477 · (541) 999-0997

OBJECTIVE

To bring my experience as Director at a local non-profit, years of effective leadership, and ability to effectively communicate on behalf of the Springfield Museum's mission and help it achieve new heights

RELEVANT QUALIFICATIONS

- Extensive office management and administrative skills to help run a well-coordinated operation, from providing a compelling vision for employees to executing successful local marketing plans
- Background in collaborating with a Board of Directors on policy and preparation of fiscal budgets/forecasts
- Proven track record of creating meaningful relationships with local community and business leaders

EXPERIENCE

Director, Springfield/Eugene Habitat for Humanity ReStore, Eugene, OR (October 2011-present)

- Oversee and manage all aspects of the ReStore's retail operations and donation procurement efforts
- Successfully communicate professional vision with Board of Directors, Staff and Volunteers
- Execute business development strategy through marketing efforts, personnel management and oversight
- Increased sales by 30% over previous year and doubled the end of year fiscal net revenue

Office Manager and Sales Representative, Kestrel Growth Brands, Eugene, OR (2007-2011)

- Leading Sales Representative; increased sales 400% through excellent verbal, written and computer communication skills and creative problem-solving ability
- Independently generated and edited official correspondence via written letter, fax and e-mail
- Responsible for compiling and tabulating daily bank account deposit from incoming check, cash, money order and credit card payments, and creating Microsoft Excel spreadsheet for accurate record keeping
- Communicated effectively on a daily basis with a variety of people: chefs, distributors, ordering clerks and business owners
- Oversaw and moderated weekly company-wide meetings
- Administered daily processing of incoming phone and Internet orders
- Prepared office monthly calendar and coordinated employee work schedules

Journeyman Pressman, New York Daily News and New York Times, New York City, NY (1997-2006)

- Coordinated daily/evening work assignments for pressroom production runs
- Administered apprentice vacation/training schedules from 2001-2005
- Participated in contract negotiations with publisher; successfully worked with various department heads in preparation for contracts
- Responsible for evaluating health benefits plan and disseminating information to coworkers

Corporal, Legal Services Clerk, United States Marine Corps, MCAS El Toro, CA (1993-1997)

- Awarded Navy/Marine Corps Achievement Medal for superior performance of duties while holding a billet designed for senior staff
- Tabulated monthly report for Defense section, detailing status of all pending cases
- Developed effective office strategies for allowing easier internal access to legal records
- Handled and processed sensitive/confidential information on daily basis

COMMUNITY INVOLVEMENT

- Discussion moderator for SpringFilm, a monthly movie program at the Springfield Library, 2011
- Mentored through the Big Brothers/Big Sisters program of Eugene, 2007-2009
- Volunteered in food bank at 1st AME Church in Los Angeles, CA, 1996-1997

EDUCATION

- **B.S. in Political Science, University of Oregon, 2006-2010**

AGENDA ITEM SUMMARY

Meeting Date: 12/3/2012
Meeting Type: Regular Meeting
Staff Contact/Dept.: Amy Sowa/CMO
Staff Phone No: 726-3700
Estimated Time: Consent Calendar
Council Goals: Mandate

**SPRINGFIELD
CITY COUNCIL**

ITEM TITLE:

COUNCIL MINUTES

ACTION

REQUESTED: By motion, approval of the attached minutes.

ISSUE

STATEMENT: The attached minutes are submitted for Council approval.

ATTACHMENTS:

Minutes:

- a) November 19, 2012 – Work Session
 - b) November 19, 2012 – Regular Meeting
-

**DISCUSSION/
FINANCIAL
IMPACT:**

None.

City of Springfield
Work Session Meeting

MINUTES OF THE WORK SESSION MEETING OF
THE SPRINGFIELD CITY COUNCIL HELD
MONDAY, NOVEMBER 19, 2012

The City of Springfield Council met in a work session in the Jesse Maine Meeting Room, 225 Fifth Street, Springfield, Oregon, on Monday, November 19, 2012 at 6:00 p.m., with Mayor Lundberg presiding.

ATTENDANCE

Present were Mayor Lundberg and Councilors Pishioneri, VanGordon, Wylie, Moore, Ralston and Woodrow. Also present were City Manager Gino Grimaldi, Assistant City Manager Jeff Towery, City Attorney Mary Bridget Smith, City Recorder Amy Sowa and members of the staff.

1. Intergovernmental Agreement for the Functional Consolidation of the Fire Departments for Springfield and Eugene.

City Attorney Mary Bridget Smith and Fire Chief Randall Groves presented the staff report on this item. The cities of Springfield and Eugene had been working together to consolidate their fire departments and had drafted an IGA that outlined each city's responsibilities with regard to a fully consolidated fire department.

Ms. Smith said this would be the full consolidation of the two fire departments. Springfield had worked closely with the City of Eugene in drafting the agreement and would go back to them for final review. It was important to bring this to the Council so they would be familiar with it and for staff to address any questions or concerns they might have about it.

Ms. Smith said the idea was to follow the governance model the Council agreed to in the Spring. Each City would retain their own budget authority in this agreement. Any change that one city contemplated that would impact the service level of the fire department would need to confer with the other city first. She provided an example. The two cities had already been working on purchasing together and the agreement made that even clearer. If the department were to split, it would need to be by mutual agreement or by one city giving notice to the other city. In the latter case, it would take two years to completely split. Operations had already taken a number of steps to consolidate and this agreement covered administrative consolidation that would occur beyond what had already happened. That included anything pertaining to an employee, such as payroll and worker's compensation. Those things would be divided between Eugene and Springfield. The two had been meeting and working on that to see which department was better able to handle each role. Consolidation plans would be made once the framework was determined and would include standard operating policies and procedures for purchasing, payroll and all of the other things that affected employees. The bargaining units were addressed in the agreement with a recommendation for joint bargaining. They felt it would make a more efficient process than the current process.

Ms. Smith said they had incorporated all the previous agreements into one agreement that would be the one used for all purposes outlined.

Councilor Moore asked about liability and how each party was responsible for their own vehicles and equipment. She asked about the example of an employee from one city having an incident while using the other city's equipment.

Ms. Smith said each situation would be looked at based on the facts. In that type of situation, each city would have some liability. The insurance was separate for employees and equipment, including health insurance. Springfield would offer the same level of benefits for their health insurance, but would not be joining Eugene insurance.

Councilor Ralston asked about the transaction of an employee from one city moving to a position in the other city.

Fire Chief Groves said they had some shifting in that direction already. When they started the functional consolidation, they had a Springfield employee serving as the Training Chief for both organizations. In order to get that employee some line experience, they moved a Battalion Chief with the same rank from Eugene into his position and vice versa. The cost balanced out on that move. The Springfield employee was reporting to Battalion 2 in west Eugene. Battalion Chiefs had been moved back and forth on a fairly regular basis to help with the acclimation process.

Councilor VanGordon asked who would be paying for a Eugene Battalion Chief working in Springfield.

Chief Groves said Eugene would pay for that employee.

Councilor VanGordon clarified that once someone was a Springfield employee, they would remain a Springfield employee and same with Eugene employees.

Chief Groves said that was correct under this agreement.

Councilor VanGordon said in operations it sounded like people could be assigned in any way needed. He asked if they would have a check-in point to make sure they stayed balanced.

Chief Groves said he had to do that now because he only had a certain amount of spending authority from each city.

Councilor VanGordon said at some point that could be somewhat awkward.

Chief Groves said it would be nice if they were one employee group, but they were not at that point at this time. He hoped they progressed to that point.

Councilor VanGordon said this agreement was in place for awhile, they would likely find things that could be changed as far as process. He asked about Section 2.6.3 regarding a joint hiring process and a vacancy.

Ms. Smith said they tried to address that in the agreement by addressing that the Chief, currently a Eugene employee, had to report to both cities. They also tried to address the replacement of the Fire Chief when that time came. Language regarding that was on the next page of the agreement and included the two cities coordinating with each other in that process. Part of the process would

determine where the funding would come from and which City they would work for. Springfield would be involved in that process.

Chief Groves said this IGA gave Springfield more ability to manage his performance.

Councilor VanGordon asked about the reference in the agreement about Springfield having authority to hire its own fire chief.

Ms. Smith said if the two cities split the fire department, Springfield would need to replace the Fire Chief and would have authority to do so. That language was in the event the merger was no longer in place.

Councilor Ralston asked what would happen if firefighters from one city were dissatisfied with a contract agreement and the other was not.

Ms. Smith said it would be up to the unions.

Mr. Grimaldi said it worked best if the two unions agreed and that was the current goal of the unions.

Ms. Smith said they had good cooperation with both bargaining units.

Mayor Lundberg asked where Eugene was in terms of this agreement.

Ms. Smith said they had worked closely with Eugene City legal on the IGA. They were at about the same level as Springfield.

Mr. Grimaldi said this did not need to go to the Council in Eugene and he felt that was to our favor.

Councilor Ralston asked about having a common name for the department as noted in the agreement.

Mr. Grimaldi said it was important that both cities agreed to a name. It would not be a staff decision. It was important when creating something different to call it something different.

Chief Groves said fire departments had very strong, cultural identities and it was important to have that identity. Law enforcement was the same way. It was important to celebrate the rich histories and traditions of both departments, but was also important as they moved forward as one. They shared the same values of serving and protecting our communities. He also noted that the Eugene Council had been supportive of this, but their Charter had less hands-on for the Council in regards to contracts. They had been involved and would see a copy of the agreement.

Councilor Pishioneri said changing to a common name meant changing decals on equipment and patches on uniforms. That could be expensive and he asked about the costs.

Chief Groves said he would propose changing the name on new apparatus as they were purchased. It was important for some standardization. The cost of t-shirts and sweat shirts, which was most of their working garments, was not cost prohibitive. He felt they could make it through this transition by starting with some of the garments. They were currently in the process of ordering six new ambulances, a new tower for Springfield and a new engine for Eugene. It would be an ideal time to make the name change so the new name could be put onto those pieces of equipment. They didn't

need to instantly change everything at once. Other organizations that had joined together had generally not changed out everything all at one time.

Councilor Woodrow said she liked Chief Groves approach and agreed it was important to establish an identity now. A lot of work and research had gone into this process and to not take that last step to make it unified, felt like it was not getting to the end.

Councilor Ralston said the name should be Fire Med (Medical) since FireMed was started here.

Mr. Grimaldi said Council would be involved in the decision on the name. A process would be created and brought to Council for input.

Councilor Pishioneri asked if there was a timeline when they would be considering formation of a fire district.

Chief Groves said if they changed the form of governance, it would be out in the future. That could be the ultimate direction, but consideration of that would need input from both cities and Lane County. It was an option that had been discussed, but the final decision was down the road.

Ms. Smith said there was nothing in this agreement that tied either City to any type of timeline towards any progress to a fire district. The agreement could continue indefinitely as it was written.

Chief Groves said they had looked at each step to see how things worked, and they had met or exceeded everything that had been laid out. There would always be concern about taking steps into areas they had not gone before. They were trying to pace this in a way that made sense after careful evaluation of each step. They needed to be responsible and prove this was a better model.

Mayor Lundberg thanked Ms. Smith and Chief Groves for their exemplary work.

ADJOURNMENT

The meeting was adjourned at 6:25 p.m.

Minutes Recorder – Amy Sowa

Christine L. Lundberg
Mayor

Attest:

Amy Sowa
City Recorder

City of Springfield
Regular Meeting

MINUTES OF THE REGULAR MEETING OF
THE SPRINGFIELD CITY COUNCIL HELD
MONDAY, NOVEMBER 19, 2012

The City of Springfield Council met in regular session in the Council Chambers, 225 Fifth Street, Springfield, Oregon, on Monday, November 19, 2012 at 7:00 p.m., with Mayor Lundberg presiding.

ATTENDANCE

Present were Mayor Lundberg and Councilors Pishioneri, VanGordon, Wylie, Moore, Ralston and Woodrow. Also present were City Manager Gino Grimaldi, Assistant City Manager Jeff Towery, City Attorney Mary Bridget Smith, City Recorder Amy Sowa and members of the staff.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Lundberg.

SPRINGFIELD UPBEAT

1. Children's Bookmark Contest Winners.

Library Manager Barbara Thompson presented the eight young artists chosen as the winners of the Library's 2012 Children's Bookmark Contest to the Mayor and Council.

The Library held a bookmark contest for grades kindergarten through middle school for the last 32 years. This year over 1550 students created original bookmarks and entered the contest. All their designs, about books, reading, libraries or the year's theme, "Dig into Reading", would be displayed in the children's department of the Library.

Each of the winners' bookmarks had been professionally printed. The winners would receive two sets of bookmarks to take home with them. The Mayor and Council were provided with a set of the winning bookmarks.

The winners were:

- 1st grade: Aerin Sharp, Two Rivers-Dos Rios Elementary
- 2nd grade: Kistena deSully, Ridgeview Elementary
- 3rd grade: Andrew Johnson, Thurston Elementary
- 4th grade: Izabella Burnett, Page Elementary
- 5th grade: Iree Holden, Mt. Vernon Elementary
- 6th grade: Alexandra Yost, Briggs Middle School
- 7th grade: Leighanna Huston, Thurston Middle School
- 8th grade: Emma Wright, Briggs Middle School

Mayor Lundberg came down and shook the hand of each of the winners.

2. "Be a Santa to a Senior" Proclamation.

Mayor Lundberg read from the proclamation declaring December 2012 as "Be a Santa to a Senior" month.

CONSENT CALENDAR

1. Claims

- a. September 2012, Disbursements for Approval
- b. October 2012, Disbursements for Approval

2. Minutes

- a. November 5, 2012 – Work Session
- b. November 5, 2012 – Regular Meeting
- c. November 13, 2012 – Work Session

3. Resolutions

- a. RESOLUTION NO. 2012-19 – A RESOLUTION OF THE COUNCIL OF THE CITY OF SPRINGFIELD AMENDING THE RATE STRUCTURE FOR SYSTEMS DEVELOPMENT CHARGES AS ESTABLISHED IN THE SPRINGFIELD MUNICIPAL CODE, SECTION 3.406, AND SPECIFYING AN EFFECTIVE DATE
- b. RESOLUTION NO. 2012-20 – A RESOLUTION TO ACCEPT PERMIT PROJECT P50288; BUS RAPID TRANSIT PIONEER PARKWAY CORRIDOR.

4. Ordinances

- a. ORDINANCE NO. 6281 – AN ORDINANCE OF THE COUNCIL OF THE CITY OF SPRINGFIELD AMENDING SECTIONS 2.700 THROUGH 2.718., "PUBLIC CONTRACTS" OF THE SPRINGFIELD MUNICIPAL CODE AND SPECIFICALLY SECTIONS 2.702, 2.703, 2.704, 2.706, 2.708, 2.712 AND ADDING SECTION 2.709 TO THE SPRINGFIELD MUNICIPAL CODE.
- b. ORDINANCE NO. 6282 – AN ORDINANCE APPROVING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF SPRINGFIELD, LANE COUNTY METROPOLITAN WASTEWATER SERVICE DISTRICT, AND WILLAMALANE PARK AND RECREATION DISTRICT; AND WITHDRAWING THE SAME TERRITORY FROM THE RAINBOW WATER AND FIRE DISTRICT.

5. Other Routine Matters

- a. Approve the Payment of \$146,422.00 to Jack Louie for Easement Acquisition for the Jasper Trunk Sewer Project and Authorize the City Manager or Designee to Execute Documents to Close the Transaction on Behalf of the City.

- b. Approve a Motion Approving the Principles of Cooperation Agreement with Springfield Utility Board and Authorizing and Directing the City Manager to Sign the Agreement on Behalf of the City.

IT WAS MOVED BY COUNCILOR PISHIONERI WITH A SECOND BY COUNCILOR RALSTON TO APPROVE THE CONSENT CALENDAR WITH CHECK # 117247 OF THE SEPTEMBER 2012 DISBURSEMENTS AND CHECK #117915 OF THE OCTOBER 2012 DISBURSEMENTS REMOVED. THE MOTION PASSED WITH A VOTE OF 6 FOR AND 0 AGAINST.

ITEMS REMOVED

1.a. and 1b. Check #117247 of the September 2012 Disbursements, and Check #117915 of the October 2012 Disbursements.

Councilor VanGordon recused himself from this item as the checks were to his employer UPS and he had a conflict of interest.

IT WAS MOVED BY COUNCILOR PISIONERI WITH A SECOND BY COUNCILOR RALSTON TO APPROVE CHECKS #117247 FROM THE SEPTEMBER 2012 DISBURSEMENTS AND CHECK #117915 FROM THE OCTOBER 2012 DISBURSEMENTS. THE MOTION PASSED WITH A VOTE OF 5 FOR AND 0 AGAINST (1 ABSTENTION – VANGORDON).

PUBLIC HEARINGS - Please limit comments to 3 minutes. Request to speak cards are available at both entrances. Please present cards to City Recorder. Speakers may not yield their time to others.

BUSINESS FROM THE AUDIENCE

1. Dan Winters, 357 N 57th Street, Springfield, OR. Mr. Winters said he was here to talk about the barricade on N. 57th Street. He felt the barricade was taken down in a misleading way when it was taken down for a sewer project. At that time, there was nothing said about the barricade being taken away forever. He didn't see any reason why the barricade shouldn't be put back. He lived in a house since 1959 that was just two houses away from the barricade so he knew the history of why the barricade was put there in the first place and why it shouldn't have been taken down. He noted health concerns with the barricade taken down. He and his son were asthmatics. This was a dirt road and when the barricade was taken down in the past, there were between 600-800 cars a day going up that road. The dust was horrendous during the summer. There was a promise/document from the City which included the reason the barricade was put up. About 10 years ago, Bill Dwyer took the barricade down to allow vehicles from his low-income housing development to go through. Residents fought and got the barricade put back. Nothing had changed and there was no reason the barricade shouldn't be there. He couldn't understand how the traffic engineer could think it was a good idea to turn the Bi-Mart parking lot into a through street, which was what happened without the barricade. Leaving it down would mean 500-600 cars a day would be driving through the Bi-Mart parking lot using it as a through street, which opened the City up to liability.

2. Buzz Forbes, 5682 C Street, Springfield, OR Mr. Forbes thanked the Mayor and Council for volunteering their time to make Springfield a better city. He was also here to talk about the barricade on 56th and 57th Street. They were happy to see the permanent barricade put back on 56th Street and the temporary barricade on 57th Street, but they wondered why the temporary barricade. The temporary barrier had been moved by cars that wanted to go through. During the November 9 Council meeting, citizens asked to be notified when this topic would again be discussed. They wanted to know the facts of why this was going on, why the barrier should be brought down, how it came about, and why it was being readdressed when it had been addressed in the past. The issue of fire protection was brought up at the last meeting, but he had talked with the fire department last time this issue came up and they had no problems. He appreciated the time to speak.

COUNCIL RESPONSE

Mayor Lundberg asked about staff's response to this issue.

Mr. Grimaldi said staff would be meeting with the neighbors to go over their questions, talk about whether or not they would like to have the street improved and their opinions about whether the barricades should go back up or come down. The goal was to move to a solution. If the solution was to take the barricades down, it would be a Council decision. They had hoped to bring this back to Council by December 3, but would need more time in order to meet with the neighbors. After the neighborhood meeting, they would look at the results of the meeting and determine whether or not to bring this back to Council for action or to put the barricades back up.

CORRESPONDENCE AND PETITIONS

BIDS

ORDINANCES

BUSINESS FROM THE CITY COUNCIL

1. Committee Appointments
 - a. Historic Commission Appointment.

Planning Supervisor Jim Donovan presented the staff report on this item. The Springfield Historic Commission had one vacancy as a result of Kerry Barbero's first term expiring. It was necessary to fill the vacancies at this time.

The City received two applications for the one vacancy. The Council interviewed Kerry Barbero and Steve Morgan at the November 13, 2012 Work Session. At the Work Session, the Council decided to appoint Kelly Barbero to fill the vacancy.

Appointments to the Historic Commission must be confirmed during a Regular Session.

IT WAS MOVED BY COUNCILOR PISHIONERI WITH A SECOND BY COUNCILOR RALSTON TO APPOINT KERRY BARBERO TO THE HISTORIC COMMISSION WITH A TERM EXPIRING NOVEMBER 18, 2016. THE MOTION PASSED WITH A VOTE OF 6 FOR AND 0 AGAINST.

2. Business from Council
 - a. Committee Reports
 - b. Other Business.

BUSINESS FROM THE CITY MANAGER

1. Sustainable City Year (SCY) Demonstration Stormwater Project.

Senior Management Analyst Courtney Griesel presented the staff report on this item. As part of the City's 2011-2012 Sustainable City Year partnership with the University of Oregon, students worked to develop a Demonstration Stormwater project concept located at the Two Rivers/Dos Rios Elementary school property. The goal of the project was to illustrate to citizens and students the process and benefits of treating stormwater runoff onsite.

In addition to the City of Springfield, Springfield Public Schools, Springfield Utility Board, Willamette Graystone, and Branch Engineering had all agreed to donate supplies and services to the project in an effort to complete construction within the identified budget.

The Development and Public Works Department issued an informal bid, anticipating the construction of the project to total less than \$35,000. Two bids were received by the Finance Department in September. Both bids exceeded the \$35,000 informal bid process threshold. Staff was able to negotiate with the lowest bidder, Ryan Thomas Construction, to reduce the scope of the project and cost to \$37,450. The City Manager's Office was requesting City Council waive the \$35,000 threshold in view of the in-kind contributions, donated materials and valued engineered project specifications.

Staff recommended award of the contract to Ryan Thomas Construction in the amount of \$37,450.00. Sufficient funds were budgeted in fund accounts; 617-62242-611008, 617-62243-611008, and 617-62244-611008.

Mayor Lundberg said the pictures were difficult to tell how it would look and it appeared to have changed.

Ms. Griesel said the project would look mostly like the students had planned with the University of Oregon except it would happen in phases. The School District was going to partner with the City by building the structure themselves. The goal was for Mr. Thomas, City staff and SUB to get the site ready, put down the pavers, install the rain garden and pour the concrete pad with a receptacle to receive the structure the School District would build. It would look the same as originally designed, but done by different people. The goal was to have it complete by January.

Mayor Lundberg said she was looking forward to having it in place.

IT WAS MOVED BY COUNCILOR PISHONERI WITH A SECOND BY COUNCILOR RALSTON TO APPROVE A MOTION TO WAIVE THE \$35,000 BID THRESHOLD AND AWARD THE DEMONSTRATION STORMWATER PROJECT CONTRACT TO RYAN THOMAS CONSTRUCTION IN THE AMOUNT OF \$37,450.00. THE MOTION PASSED WITH A VOTE OF 6 FOR AND 0 AGAINST.

Mr. Grimaldi noted that there had been some localized flooding due to current weather conditions. Maintenance Manager Brian Conlon was holding over six employees who were unclogging drains where possible.

BUSINESS FROM THE CITY ATTORNEY

ADJOURNMENT

The meeting was adjourned 7:20 p.m.

Minutes Recorder Amy Sowa

Christine L. Lundberg
Mayor

Attest:

City Recorder

AGENDA ITEM SUMMARY

Meeting Date: 12/3/2012
Meeting Type: Regular Meeting
Staff Contact/Dept.: Jayne McMahan
/Finance
Staff Phone No: 541-726-3708
Estimated Time: Consent Calendar
Council Goals: Financially Responsible
and Stable Government
Services

**SPRINGFIELD
CITY COUNCIL**

ITEM TITLE: RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD COMPETITIVE BIDS, REQUESTS FOR PROPOSALS, OTHER PERSONAL SERVICES CONTRACTS EXEMPT FROM BIDDING REQUIREMENTS UNDER THE CITY PURCHASING REGULATIONS, AND TO APPROVE AMENDMENTS TO PUBLIC CONTRACTS DURING THE CITY COUNCIL RECESS.

ACTION REQUESTED: Adopt/Not Adopt the following Resolution: A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD COMPETITIVE BIDS EXCEEDING THE INTERMEDIATE PURCHASING THRESHOLD, REQUESTS FOR PROPOSALS, OTHER PERSONAL SERVICES CONTRACTS EXEMPT FROM BIDDING REQUIREMENTS UNDER THE PURCHASING REGULATIONS, AND APPROVE AMENDMENTS TO PUBLIC CONTRACTS DURING THE PERIOD OF DECEMBER 11, 2012 THROUGH JANUARY 6, 2013 WHILE THE COMMON COUNCIL IS IN RECESS.

ISSUE STATEMENT: During the City Council's winter recess the City will need to award contracts that exceed the City Managers signature authority and may need to approve amendments to public contracts where the amendment cost exceeds the limits imposed by Springfield Municipal Code Section 2.706 (3). These actions are normally approved by the Council. To allow City business to proceed as usual during the recess, the Council may want to authorize the City Manager to approve such actions.

ATTACHMENTS: 1.) Project/Contract Summary
2.) Resolution

**DISCUSSION/
FINANCIAL
IMPACT:** The Municipal Code sets administratively limits on the City Manager's signature authority to make purchases and award contracts. Council authorization is required for amounts greater than the intermediate threshold. Section 2.706(3) of the Springfield Municipal Code prohibits amendments to public contracts where the amendment cost exceeds certain limits imposed by the Code except in certain cases of City Council approval. For the duration of the Council's 2012 winter recess, staff suggests that the Council authorize the City Manager to approve competitive bid contracts greater that exceed the intermediate procurement threshold, Requests for Proposals, other personal services contracts exempt from bidding requirements under the purchasing regulations, and to approve amendments to public contracts where the amendment cost exceeds the limits imposed by Section 2.706 (2)(c) without Council approval, including, but not limited to, the projects and contracts, as well as purchases. All expenditures have been budgeted and all purchasing provisions of the Municipal Code are to be followed. City Manager authorization will allow projects to stay on schedule, public service to continue uninterrupted, and limit the City's exposure.

ATTACHMENT 1

The following is a list winter recess contract awards currently anticipated. Other contracts or amendments may come up during the recess time that will be needed to be actioned.

Project Name	Approximate Dollar Value	Department	Contact	Date contract would be ready for award	SEDA
Springfield Museum Brick and Mortar Repair	\$60,000	DPW	Jim Polston	December	
Springfield Depot Re-Roofing	\$40,000	DPW	Jim Polston	January	
Municipal Jail Food Contract	\$125,000	POL	Rick Lewis	December	
Municipal Jail Medical	\$180,000	POL	Rick Lewis	December	
Ambulances (2)	\$320,000	FIRE	Jana Sorenson	December	
Jail Software Package	\$117,884	POL	Rod Lathrop	December	
Pacific Source Self Funded Insurance	\$TBD	HR	Kathleen Hinman	December	

CITY OF SPRINGFIELD, OREGON
RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD COMPETITIVE BIDS, REQUESTS FOR PROPOSALS, OTHER PERSONAL SERVICES CONTRACTS EXEMPT FROM BIDDING REQUIREMENTS UNDER THE PURCHASING REGULATIONS, AND APPROVE AMENDMENTS TO PUBLIC CONTRACTS IN CONFORMANCE WITH CITY OF SPRINGFIELD MUNICIPAL CODE AND ADMINISTRATIVE REGULATIONS DURING THE PERIOD OF DECEMBER 11, 2012 THROUGH JANUARY 6, 2013 WHILE THE COMMON COUNCIL IS IN RECESS.

WHEREAS, Chapter 2, Public Contracts, Section 2.704 "Public Contracts for Goods and Services," of the City of Springfield Municipal Code limits the City Manager's authority to make purchases and award contracts; and

WHEREAS, Chapter 2, Public Contracts, Section 2.706(3)&(4) prohibits amendments to public contracts where the amendment cost exceeds certain limits except in case of City Council approval; and

WHEREAS, delaying these purchases and agreement approvals until the January 7, 2013 Council meeting would waste valuable time, increase the City's exposure and might raise costs and reduce public service; and

WHEREAS, there may occur the need to execute contracts which have been competitively bid for which funds have been budgeted and which for reasons of public welfare, safety, and cost effectiveness need to be awarded during the Council's Winter recess from December 11, 2012 through January 6, 2013; and

WHEREAS, there may occur the need to execute contracts resulting from publicly advertised Requests for Proposals or other personal services contracts exempt from bidding requirements under the purchasing regulations, and for which funds have been budgeted, and for reasons of public welfare, safety, and cost effectiveness need to be awarded during the Council's Winter recess from December 11, 2012 through January 6, 2013; and

WHEREAS, there may occur the need to amend contracts where the amended cost exceeds certain specified limits during the Council Winter recess from December 11, 2012 through January 6, 2013.

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Springfield as follows:

1. During the City Council recess from December 11, 2012 through January 6, 2013, the City Manager is hereby authorized to award competitive bid contracts and approve amendments to public contracts in conformance with City of Springfield Municipal Code and contracting procedures approved by the Council where the amendment cost exceeds certain limits imposed by Section 2.706(3) for the Springfield Municipal Code, except in cases of City Council approval, including, but not limited to contracts which have been competitively bid, for which funds have been budgeted, and which for reasons of public welfare, safety, and cost effectiveness need to be awarded during the Council's Summer recess, provided all other applicable purchasing requirements in the Springfield Municipal Code are followed, including but not limited to these set forth on the

attached Project/Contract Summary. This authorization is in addition to and not in lieu of Council authority.

2. This Resolution shall take effect on the 11th day of December, 2012 and shall elapse on January 7th, 2013.

Adopted by the Common Council and approved by the Mayor of the City of Springfield, Oregon this third day of December, 2012 adopted by a vote of _____ for and _____ against.

Mayor

ATTEST:

Amy Sowa, City Recorder

REVIEWED & APPROVED
AS TO FORM
Justin J. Leahy
DATE: 11/16/12
OFFICE OF CITY ATTORNEY

AGENDA ITEM SUMMARY

Meeting Date: 12/3/2012
Meeting Type: Regular Meeting
Staff Contact/Dept.: Len Goodwin/DPW
Staff Phone No: (541) 726-3685
Estimated Time: Consent Calendar
Council Goals: Provide Financially Responsible and Innovative Government Services

**SPRINGFIELD
CITY COUNCIL**

ITEM TITLE: EXTENSION OF SDC REDUCTIONS FOR CERTAIN COMMERCIAL OR INDUSTRIAL DEVELOPMENT AND NEW SINGLE AND TWO FAMILY RESIDENTIAL DEVELOPMENT

ACTION REQUESTED: Adopt or reject **A RESOLUTION OF THE COUNCIL OF THE CITY OF SPRINGFIELD AMENDING THE RATE STRUCTURE FOR SYSTEMS DEVELOPMENT CHARGES AS ESTABLISHED IN THE SPRINGFIELD MUNICIPAL CODE, SECTION 3.406, AND SPECIFYING AN EFFECTIVE DATE**

ISSUE STATEMENT: Council has directed staff to present a resolution extending the 50 percent reduction of local System Development Charges for certain commercial and industrial development and for new single and two family residential development.

ATTACHMENTS: 1.: Draft Resolution

**DISCUSSION/
FINANCIAL
IMPACT:** At a regular meeting held on November 19, 2012, Council adopted a resolution extending System Development Charge reductions adopted on February 6, 2012, for commercial and industrial development which proposes net new useable space in excess of 75,000 square feet and creates new employment opportunities and for new commercial and industrial development which proposes net new useable space in excess of 50,000 square feet that will be occupied by an employer or employers committed to employ not less than 50 full time employees within one year of occupancy. That extension runs through June 30, 2013

In addition, Council directed staff to return for a further discussion of whether or not, and under what circumstances a 50 percent reduction in local Systems Development Charges would similarly be continued. At a work session on November 26, 2012, Council directed staff to present a resolution extending the current temporary SDC reduction on other development to cover smaller commercial and industrial development and new single and two family residential development. That program is to be extended through June 30, 2013, and limited to a total reduction in SDCs of \$500,000. An appropriate resolution is attached.

RESOLUTION 2012 - _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF SPRINGFIELD AMENDING THE RATE STRUCTURE FOR SYSTEMS DEVELOPMENT CHARGES AS ESTABLISHED IN THE SPRINGFIELD MUNICIPAL CODE, SECTION 3.406, AND SPECIFYING AN EFFECTIVE DATE

WHEREAS, the Oregon economy continues to struggle with a number of issues, including high unemployment and lack of investment; and

WHEREAS, an effect of the continued struggles within the Oregon economy is a lack of new development which will generate revenues to fund essential service for Oregonians; and

WHEREAS, in particular, the absence of large commercial and industrial development, which would provide family wage jobs for Oregonians, is challenging the ability of Springfield to provide adequate levels of service for its citizens; and

WHEREAS, the costs of development include Systems Development Charges imposed by the City for the purposes of funding future infrastructure that will be required to meet the needs of community growth; and

WHEREAS, on April 19, 2010, the Council adopted Resolution 10-19, amending and adopting the rate structure for Systems Development Charges; and

WHEREAS, the Council finds and determines that a temporary reduction in such charges may provide an incentive to encourage development within the City; and

WHEREAS, the Council desires to stimulate large scale commercial and industrial development that will provide additional family wage jobs; and

WHEREAS, the Council finds and determines that such a reduction will reduce the amount of funding available to fund future infrastructure requirements and that such shortfall may result in the delay of construction of such infrastructure projects; and

WHEREAS, the Council finds and determines that such delay will be consistent with the delay in reaching the levels of growth contemplated by the several facilities plans upon which the Systems Development Charge Capital project list are based; and

WHEREAS, the Council finds and determines that any such reduction should be enacted only for a limited period of time, and that it may, if conditions warrant, be extended by subsequent action of the Council; and

WHEREAS, on February 6, 2012, the Council adopted Resolution 12-02, reducing certain local Systems Development charges imposed by the city for the period ending December 31, 2012; and

WHEREAS, on November 19, 2012, Council adopted Resolution 2012-19, extending through June 30, 2013, the reductions in SDCs applicable to commercial and industrial development proposing more than 50,000 square feet of net useable space; and

WHEREAS, at a work session on November 26, 2012, staff recommend extension of the SDC reductions through June 30, 2013, on other development, subject to certain restrictions;

WHEREAS, having received a report on the effects of such reduction from City staff on November 5, 2012, the council finds and determines that it is in the public interest to continue certain reductions for an additional period, through and including June 30, 2013;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, that for a period beginning on January 1, 2013, and ending on June 30, 2013, unless further extended by Council Resolution, all Systems Development Charges, except those modified by Resolution 2012-19, imposed by the City shall be adjusted as follows:

1. For all commercial and industrial development proposing new net useable space less than 50,000 square feet, such charges shall be reduced by 50 percent;
2. For all new single and two family residential development, such charges shall be reduced by 100 percent; and

BE IT FURTHER RESOLVED, that the total amount of reduction in local SDCs permitted pursuant to this resolution shall be \$500,000; and

BE IT FURTHER RESOLVED, that in the event there are multiple applications for development pending where the total amount of reductions permitted hereunder, when added to those previously granted pursuant to this resolution, shall exceed \$500,000, staff shall allocate the remain available amount of reductions on the basis of the date that the building permit application was deemed complete; and

BE IT FURTHER RESOLVED, that the reductions provided herein shall be in lieu of any and all reductions which might be available in the Downtown Development area, as described in Resolution 10-19; and

BE IT FURTHER RESOLVED, that the City Manager is directed to report to the Council on or before June 18, 2013, with respect to the impact of these reductions both on development within the City and the impact on Systems Development Charge revenues, and to recommend whether or not to extend this program of reductions; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect upon adoption by the Council and approval by the Mayor.

Adopted by the Common Council of the City of Springfield, Oregon, by a vote of ____ for and ____ against, this _____ day of _____, 2012.

Mayor

ATTEST:

City Recorder

AGENDA ITEM SUMMARY

Meeting Date: 12/3/2012
Meeting Type: Regular Meeting
Staff Contact/Dept.: Brandt Melick/DPW
Staff Phone No: 726-4645
Estimated Time: Consent Calendar
Council Goals: Financially Responsible
and Stable Government
Services

**SPRINGFIELD
CITY COUNCIL**

ITEM TITLE: INTERGOVERNMENTAL AGREEMENT WITH LANE COUNCIL OF GOVERNMENTS FOR DEVELOPMENT AND MAINTENANCE OF ADDRESS INTERFACE BETWEEN REGIONAL LAND INFORMATION DATABASE AND CITY'S ASSET MANAGEMENT SYSTEM (HANSEN).

ACTION REQUESTED: Approve or reject the following motion:
Approve an Intergovernmental Agreement (IGA) with Lane Council of Governments (LCOG) for development and maintenance of an interface between RLID and Hansen for a total amount not to exceed \$6,000 and authorize and direct the city manager to execute the Agreement on behalf of the City.

ISSUE STATEMENT: As part of P41024: Asset Management System Replacement Project, an interface between RLID and Hansen is required to keep site address information up to date in Hansen, to synchronize address information with other systems, to minimize user data entry and to minimize related risk from redundant data entry.

ATTACHMENTS: 1. Attachment 1: DRAFT RLID Address Interface IGA

**DISCUSSION/
FINANCIAL
IMPACT:** As administrator of RLID, LCOG is uniquely qualified and possesses exclusive rights to develop this interface.

This interface with RLID synchronizes address information with many systems. These include City systems such as Accela and PeopleSoft, regional systems such as those maintained by the City of Eugene and Lane County, and other systems such as those maintained by the State of Oregon Department of Consumer and Business Services, the US Census Bureau and the US Postal Services.

Council approved P41024 in November of 2011 to replace failing systems and has approved subsequent Consent Calendar action items to advance the project. This IGA complements efforts underway with P41024 and targets specific procedures required to synchronize addresses with RLID. The City budgeted funds FY13 to complete this work and sufficient amounts remain to fund this IGA. This project is 80% complete and on track to be completed under the budget amount approved by Council last November.

Staff recommends approval of the attached IGA.

INTERGOVERNMENTAL AGREEMENT
Contract # 890

THIS AGREEMENT entered into by and between Lane Council of Governments, an organization of governments within Lane County, Oregon, hereinafter referred to as AGENCY, and City of Springfield, a municipality of the State of Oregon, hereinafter referred to as CITY.

EFFECTIVE DATE: December 3, 2012

WHEREAS, ORS 190.010 provides that units of local governments may enter into agreements for the performance of any or all functions and activities that a party to the agreement, its officers or agents, have the authority to perform; and

WHEREAS, CITY desires to engage AGENCY to provide the Scope of Services described in Exhibit A, attached hereto and incorporated herein by reference and this contract on the terms and conditions set forth herein.

NOW, THEREFORE, it is agreed that:

1. **Project Description.** As part of P41024: Asset Management System Replacement Project, an interface between RLID and Hansen is required to keep site address information up to date in Hansen, to synchronize address information with other systems, to minimize user data entry and to minimize related risk from redundant data entry. As administrator of RLID, AGENCY is uniquely qualified and possesses exclusive rights to develop the interface described herein. The CITY budgeted funds FY13 to complete this work and sufficient amounts exist to fund this IGA.
2. **Term.** This agreement shall be in effect from effective date shown above to June 30th 2013.
3. **Contract Administration.** Each party designates the following as its representative for purposes of administering this contract. Either party may change its designated representative by giving written notice to the other as provided in paragraph 14.

AGENCY: Eric Brandt
ebrandt@lcog.org
Phone: (541) 682-4338

City: Brandt Melick
bmelick@springfield-or.gov
Phone: (541) 726-4645

4. **Services to be Provided.** Upon successful delivery to the CITY and acceptance by the CITY for services described in Attachment A attached hereto and incorporated by this reference, AGENCY shall invoice the CITY on net 30 day terms. The invoice will be based on actual hourly costs for AGENCY personnel. Invoices are to be sent to Brandt Melick, City of Springfield, 225 5th Street Springfield, OR 97477. The total agreement amount shall not exceed \$6,000.
5. **Workmans Compensation.** Each party working under this agreement is either a subject employer under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires each to provide Worker's Compensation coverage for all its subject workers, or is an employer that is exempt under ORS 656.126.
6. **Amendments.** This agreement may be modified or extended by written amendment signed by both parties.

7. **Termination.** Upon thirty days' prior written notice delivered to the other party by certified mail or in person, either party, without cause, may terminate its participation in this agreement.
8. **Records/Inspection.** CITY and AGENCY shall each maintain records of its costs and expenses under this contract for a period of not less than three full fiscal years following AGENCY's completion of this contract. Upon reasonable advance notice, either party or its authorized representatives may from time to time inspect, audit, and make copies of the other party's records.
9. **Indemnification.** To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes, each of the parties hereto agrees to defend, indemnify, and save the other harmless from any claims, liability or damages including attorney fees arising out of any error, omission or act of negligence on the part of the indemnifying party, its officers, agents, or employees in the performance of this agreement.
10. **Status.** In providing the services specified in this agreement (and any associated services) both parties are public bodies and maintain their public body status as specified in ORS 30.260. Both parties understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.
11. **Subcontracting.** AGENCY shall not subcontract its work under this contract, in whole or in part, without the CITY'S prior written approval. AGENCY shall require any approved subcontractor to agree, as to the portion subcontracted, to comply with all obligations of AGENCY specified in this contract. Notwithstanding the CITY'S approval of a subcontractor, AGENCY shall remain obligated for full performance of this contract and CITY shall incur no obligation to any sub-contractor.
12. **Assignment.** Neither party shall assign this contract in whole or in part, or any right or obligation hereunder, without the other party's written approval.
13. **Compliance with Laws.** AGENCY shall comply with all applicable federal, state, and local laws, rules, ordinances, and regulations at all times and in the performance of the work.
14. **Notices.** Any notices permitted or required by this contract shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, and return receipt requested, addressed to the representative designated in paragraph 3. Either party may change its address by notice given to the other in accordance with this paragraph.
15. **Integration.** This contract embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This contract shall supersede all prior communications, representations or agreements, either oral or written, between the parties. This contract shall not be amended except in writing, signed by both parties.
16. **Interpretation.** This contract shall be governed by and interpreted in accordance with the laws of the state of Oregon.
17. **Signatures.**

LANE COUNCIL OF GOVERNMENTS

CITY OF SPRINGFIELD

Authorized Signer

Authorized Signer

Date

Date

ATTACHMENT A

Scope of Services

Purpose of Project:

Lane Council of Governments (AGENCY) to provide support to the City of Springfield's (CITY) implementation of Hansen 8 by providing an interface for syncing site address data between Hansen address tables and the Regional Lane Information Database (RLID).

Desired Outcomes/Project Objectives

- Perform Initial Address Match. AGENCY will apply its address matching utility to the Hansen and RLID address data to determine the match rate as well as the nature of the mismatches.
- Develop Process to Sync Addresses with Hansen. An automated process will be developed by AGENCY and tested in collaboration with the CITY to populate a staging table of Hansen addresses with updated address data from RLID.
- Maintain & Support Weekly Hansen Address Synchronization. The address data interface will run on a weekly schedule (Monday evenings). AGENCY will routinely check process logs to confirm the staging and log tables have been successfully populated.

Final Deliverables/Work Products

- Upon completion of this project the CITY shall receive the following:
 - An interface that performs address matching between RLID and the CITY's Hansen database.
 - A translation table to be defined by the City that includes, but is not limited to, RLID ID, and Maplot Number and constructed by AGENCY to support CITY's RLID Interface Configuration Solution Design Document (SDD) as defined by the CITY. CITY shall make SDD available upon request from AGENCY.
 - A static RLID ID will be populated on all address records recorded within the Hansen address tables.

CITY Responsibilities

- Provide AGENCY with an up to date record of all addresses stored in the CITY's Hansen database.
- Provide QA/QC, error research and resolution on initial address match results.
- Provide QA/QC, error research and resolution of initial population of staging table.

AGENCY Responsibilities

- Run existing Hansen addresses through address matching utility; and identify any potential address matching errors to be resolved by CITY staff.
- Meet with CITY to review address matching results.
- Download and install Oracle client on the staging server, GISQL102.
- Create and test the connection from GISQL102 to Hansen's Oracle database.
- Create a stored procedure on GISQL102 that does the following:
 - Extract all Springfield addresses from RLID to a staging table.
 - Query Hansen's Oracle database and flag the addresses in the staging table and interface log table that are new (I), expired (E), or modified (U).
 - Clear out and populate the staging table within the Hansen database.
- Routinely check process logs to confirm the staging and log tables have been successfully populated.
- Provide limited support to the CITY pertaining to populating Hansen address data.

Timeline, Major Milestones or Tasks

The following table gives a breakdown of the estimated hours and costs to perform each of the work tasks mentioned above. Actual cost will be based on time and materials.

Tasks 1 & 2 should be completed no later than 12/21/2012 (prior to the holidays).

Task	Estimates	
	Completion Date	Cost
1. Perform initial address match	2Q/FY13*	
a. Run address matching utility		\$348.00
b. Meet with City to review outcomes		\$112.00
Subtotal		\$460.00
2. Develop Process to Sync Address with Hansen	2Q/FY13*	
a. Install Oracle Client on Staging Server (GISQL102)		\$112.00
b. Create connection from GISQL102 to Hansen		\$1,972.00
c. Create Stored procedure on GISQL102		\$1,972.00
Subtotal		\$4,056.00
3. Maintenance/Support	End of FY13	
a. Support for 7 months		\$1,392.00
Subtotal		\$1,392.00
ESTIMATED TOTAL		\$5,908.00
TOTAL NOT TO EXCEED		\$6,000.00

AGENCY Talent:

Hourly billing rate:

Bob Clayton, Principal Systems Analyst
 Jeff Schenck, Principal Systems Analyst

(actual hourly costs for AGENCY personnel)
 (actual hourly costs for AGENCY personnel)

AGENDA ITEM SUMMARY

Meeting Date: 12/3/2012
Meeting Type: Regular Meeting
Staff Contact/Dept.: Michael Liebler/DPW
Staff Phone No: 736-1034
Estimated Time: Consent Calendar
Council Goals: Maintain and Improve Infrastructure and Facilities

**SPRINGFIELD
CITY COUNCIL**

ITEM TITLE: INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE OREGON DEPARTMENT OF TRANSPORTATION (ODOT) FOR MAIN STREET PEDESTRIAN CROSSING PROJECTS.

ACTION REQUESTED: Approve or reject the following motion:
AUTHORIZE AND DIRECT THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE OREGON DEPARTMENT OF TRANSPORTATION FOR MAIN STREET PEDESTRIAN CROSSING PROJECTS.

ISSUE STATEMENT: The City of Springfield and ODOT are working to construct the remaining six pedestrian crossings called out as part of the 2010 *Main Street Pedestrian Safety Study*. In the interest of the public, the City and ODOT have agreed to work together with ODOT providing the city with funds for the cost of public outreach, design, and construction of the needed pedestrian crossings on Main Street.

ATTACHMENTS: 1. Intergovernmental Agreement

**DISCUSSION/
FINANCIAL
IMPACT:** The City and ODOT, having worked together previously to execute pedestrian crossings at 51st and 44th Street, are continuing to implement the recommendations for additional pedestrian crossings suggested within the 2010 *Main Street Pedestrian Safety Study*. ODOT has agreed to provide the city with up to \$750,000 in funds to perform the public outreach, design, and construction of the remaining crossings called out within the study. The City will have the lead role for the project.

Public meetings along with site specific meetings with business and property owners will be held to finalize crossing locations and propose mitigations. The city, with support from ODOT, will design and execute construction of the remaining crossings as spelled out within the attached agreement.

Staff recommends approval of the attached IGA.

Oregon Department of Transportation
WALKWAY/BIKEWAY PROJECT AGREEMENT
Oregon Route 126B (Main Street) Pedestrian Improvements
City of Springfield

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the CITY OF SPRINGFIELD, acting by and through its designated officials, hereinafter referred to as "Agency;" both herein referred to individually or collectively as "Party," or "Parties."

RECITALS

1. Oregon Route 126B (McKenzie Highway) is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC), and is routed through the corporate limits of the City of Springfield. OR 126B is also known within the limits of this project as Main Street.
2. By the authority granted in Oregon Revised Statutes (ORS) 366.514, funds received from the State Highway Trust Fund are to be expended by the State and the various counties and cities for the establishment of footpaths and bicycle trails. For purposes of Article IX, Section 3(a), of the Oregon Constitution, the establishment and maintenance of such footpaths and bicycle trails are for highway, road, and street purposes when constructed within the public right of way.
3. By the authority granted in ORS 190.110, 366.572 and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting Parties.
4. State established a Bicycle and Pedestrian Program fund in the Statewide Transportation Improvement Program (STIP) to meet the minimum requirement of one (1) percent of State Highway funds to be spent on pedestrian and bicycle facilities. The 2012-2015 STIP programs \$29 million for the Bicycle and Pedestrian Program, allocated to three (3) programs: Grants, Sidewalk Improvement Programs, and Quick Fixes.
5. By the authority granted in ORS 810.080, State has the authority to establish marked pedestrian crosswalks on its highway facilities.
6. By the authority granted in ORS 810.210, State is authorized to determine the character or type of traffic control devices to be used, and to place or erect them upon state highways at places where State deems necessary for the safe and expeditious control of traffic. No traffic control devices shall be erected, maintained, or operated upon any state highway by any authority other than State, except with its written approval. Traffic

signal work on this Project will conform to the current State standards and specifications.

7. The Springfield Main Street (OR 126) corridor has been a focal point of safety concerns for many years. Because of the continued occurrence of vehicle collisions with pedestrians between 20th Street and 73rd Street, there is particular public concern for pedestrian safety. State, Agency, and Lane Transit District partnered in conducting a study which resulted in the *Springfield Main Street (OR 126) Safety Study*, dated February 2011. State and Agency plan to install protected pedestrian crossings along Main Street, as funding allows.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, Agency shall design and construct up to six (6) new pedestrian crossings between the intersections of 34th Street and 57th Street, as funding and subsequent needs allow, hereinafter referred to as "Project." The Project includes installation of crosswalk markings and safety features that may include signing, raised median islands, pedestrian activated beacons, audible warning devices, or other features as determined appropriate for each location through the approval of the State Traffic Engineer preconstruction. The location of the Project is approximately as shown on the sketch map marked "Exhibit A," attached hereto and by this reference made a part hereof.
2. State has completed survey and right of way resolutions for the pedestrian safety crossings between 34th Street and 57th Street. Data was gathered for several hundred feet on either side of the recommended crossing locations. Any pedestrian crossing improvements beyond this area will result in additional survey and right of way resolutions at the sole expense and responsibility of Agency.
3. All right of way activities shall be conducted pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, the *ODOT Right of Way Manual* and the Code of Federal Regulations, Title 23, Part 710 and Title 49, Part 24. In the event the Project necessitates any right of way activity, the Parties agree a separate Right of Way Services Agreement shall be created by the State's Region Right of Way office setting forth the responsibilities and activities of each Party.
4. The total cost of this Agreement is \$750,000 in State Pedestrian and Bicycle funds and is subject to change.
 - a. Agency will conduct Preliminary Engineering (PE) and public outreach for the potential six (6) new pedestrian crossings as one (1) contract. Costs for said work shall be limited to \$120,000. Upon receipt by State from Agency of a (PE and

Construction Engineering (CE)) schedule and cost breakdown State will deposit \$120,000 in State funds with Agency to cover PE and public outreach costs. Agency will charge full benefited staff time against these funds for time spent for PE and CE costs. Any unused funds from this phase of the Project may be used for project management and construction of the Project.

- b. Agency may accomplish crossing work utilizing one or more contracts.
 - c. State, after receiving notification from Agency that it is ready to proceed with construction of new pedestrian crossings will deposit fifty (50) percent of the engineer's estimate, per bid package. After the agency has received bids, the state will deposit remaining funds to cover on hundred and ten (110) percent of the bid amount for state approved crossings. If construction bids exceed the engineer's estimate, State and Agency will meet to determine how to proceed.
 - d. State costs for this Agreement shall not exceed \$750,000. If total Project costs for all new six (6) crossings are less than \$750,000, State shall pro-rate the final payment to Agency.
5. The work is to begin upon execution of this Agreement by all Parties and shall be completed no later than three (3) years following the date of final execution. This Agreement will terminate six (6) months after that date unless extended by amendment. Maintenance responsibilities shall survive any termination of this Agreement.

AGENCY OBLIGATIONS

1. Agency shall notify State when it is prepared to proceed with the PE and public outreach portion of the Project; and when ready to construct pedestrian crossings. Funding will be supplied to Agency as outlined in Terms of Agreement Paragraph No. 4.
2. Agency shall conduct any additional necessary field surveys, prepare plans and contract documents, advertise for bid proposals, award all contracts, and supervise construction of the Project.
3. Any pedestrian crossing improvements outside of the original crossing location recommendations will result in additional survey and right of way resolutions at the sole expense and responsibility of Agency.
4. Agency shall obtain a miscellaneous permit to occupy State right of way through the State District 5 Office prior to the commencement of construction.
5. Agency shall submit a copy of the plans and specifications to State through the State District 5 Office and the State's Pedestrian and Bicycle Program Manager for review and concurrence prior to advertising for a construction contract or, if Agency forces will perform the construction work, prior to construction. Concurrence must be received

from both State offices prior to proceeding with the installation of each new pedestrian crossing. The Project design, signing, and marking shall be in conformance with the current Oregon Bicycle and Pedestrian Plan and shall comply with the most current Americans with Disabilities Act (ADA) guidelines.

6. Agency shall not award a construction contract until State's District 5 representative has reviewed and approved the low bidder's proposal and costs.
7. Agency shall, upon completion of the installation of each new pedestrian crossing, submit to State's Project Manager an itemized statement of the final actual total cost of the new pedestrian crossing. Agency may utilize any unspent funds from one or more phases of the Project up to the total of \$750,000 for pedestrian crossings within the limits of this Project. Thereafter any unspent funds will be returned to State.
8. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
9. Agency shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from State.
10. If Agency enters into a construction contract for performance of work on the Project, then Agency will require its contractor to provide the following:
 - a. Contractor shall indemnify, defend and hold harmless State from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under the resulting contract.
 - b. Contractor and Agency shall name State as a third party beneficiary of the resulting contract.
 - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits).

Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

- d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.
 - e. Additional Insured. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under the resulting contract. Coverage will be primary and non-contributory with any other insurance and self-insurance.
 - f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from Contractor or its insurer(s) to State. Any failure to comply with the reporting provisions of this clause will constitute a material breach of the resulting contract and will be grounds for immediate termination of the resulting contract and this Agreement.
11. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.
12. Any such indemnification shall also provide that neither the Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State

of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.

13. Agency shall be responsible for all pedestrian crossing costs not covered by State funding. State funding is limited to a total cost of \$750,000.
14. Agency shall be responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to, retirement system contributions, workers' compensation, unemployment taxes, and state and federal withholdings.
15. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
16. Agency shall, upon completion of Project, maintain the Project, as well as pedestrian safety crossings constructed earlier by State at 44th Street and 51st Street, at its own cost and expense and in a manner satisfactory to State.
17. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
18. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
19. Agency's Project Manager for this Project is Michael Liebler, P.E., Transportation Planning Engineer, City of Springfield, 225 Fifth Street, Springfield, Oregon 97477; phone: (541) 726-3382; email: mliebler@springfield-or.gov, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall provide Agency with construction drawings from previously installed pedestrian crossings on OR 126B for Agency's use in expediting the review and acceptance process by State, and to expedite the production of construction drawings associated with the potential new six (6) pedestrian crossings.
2. State grants authority to Agency to enter upon state right of way for the construction of this Project as provided for in miscellaneous permit to be issued by State District 5 Office.
3. State shall provide right of way resolutions and coordinate correct base map for the pedestrian crossing at locations recommended from the Safety Study on Main Street between 34th Street and 57th Street.
4. State's local District Office and Pedestrian and Bicycle Program shall review and must concur in the plans prepared by Agency before the Project is advertised for a construction contract or before construction begins if Agency forces shall perform the work. State's Pedestrian and Bicycle Program office shall process all invoices submitted by Agency.
5. Upon notification from Agency, State shall conduct or assist Agency with final technical inspection of the completed Project.
6. Upon receipt of notification that Agency is prepared to proceed with the PE and public outreach portion of the Project; and when ready to construct the new potential six (6) pedestrian crossings, State shall provide funding to Agency as outlined in Terms of Agreement Pages 2-3. State costs for this Project shall not exceed a total of \$750,000.
7. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of current biennial budget.
8. State's Project Manager for this Agreement is Ted Keasey, P.E., Local Agency Liaison, ODOT, Region 2, 455 Airport Road SE, Building B, Salem, Oregon 97301-5395; phone: (503) 986-6903; email: ted.w.keasey@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.
9. State's contact for technical design and final Project acceptance is Carl Deaton, P.E., Roadway Designer, ODOT, District 5, 644 "A" Street, Springfield, Oregon 97477; phone: (541) 744-8094; email: carl.f.deaton@odot.state.or.us, or assigned designee upon individual's absence.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.

2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.

3. Agency may terminate this Agreement effective upon delivery of written notice to Agency, or at such a later date as may be established by Agency, under any of the following conditions:
 - a. If State fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If State fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from Agency fails to correct such failures within ten (10) days or such longer period as Agency may authorize.
 - c. If Agency fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or Agency is prohibited from paying for such work from the planned funding source.

4. Any termination of this agreement shall not prejudice and rights or obligations accrued to the Parties prior to termination. IF any funds remaining from the advance deposit, they shall be refunded to the State.
5. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
6. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
7. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

8. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
10. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to enforce any provision of this Agreement shall not constitute a waiver by a Party of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Signature page to follow

CITY OF SPRINGFIELD, by and through
its designated officials

By _____
Mayor

Date _____

By _____
City Manager

Date _____

APPROVED AS TO LEGAL FORM

By _____
City Attorney

Date _____

Agency Contact:

Michael Liebler, Transp. Planning Engineer
City of Springfield
225 Fifth Street
Springfield, OR 97477
Phone: (541) 726-3382
Email: mliebler@springfield-or.gov

State Contact:

Ted Keasey, Local Agency Liaison
ODOT, Region 2
455 Airport Road SE, Bldg. B
Salem, OR 97301-5395
Phone: (503) 986-6903
Email: ted.w.keasey@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Transportation Development Division Administrator Date

APPROVAL RECOMMENDED

By _____
Active Transportation Section Manager Date

By _____
State Right of Way Manager Date

By _____
Pedestrian and Bicycle Program Manager Date

By _____
Region 2 Manager Date

By _____
Region 2 Right of Way Manager Date

By _____
District 5 Manager Date

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

Date _____

Exhibit A
Project Location Map

Approximate Project Limits



AGENDA ITEM SUMMARY

Meeting Date: 12/3/2012
Meeting Type: Regular Meeting
Staff Contact/Dept.: Rod Lathrop/IT
Staff Phone No: X1025
Estimated Time: Consent Calendar
Council Goals: Financially Responsible
and Stable Government
Services

**SPRINGFIELD
CITY COUNCIL**

ITEM TITLE: SUNGARD CONTRACT

**ACTION
REQUESTED:** Authorize City Manager to sign an Intergovernmental Agreement (IGA) with the City of Eugene for SunGard Public Sector, Inc. software and hardware for Police Records Management System (RMS), Computer Aided Dispatch (CAD), Mobile Field Reporting (MFR), and e-Citations.

**ISSUE
STATEMENT:** Springfield is in the process of migrating from legacy Mainframe Public Safety software to modern vendor supplied solutions. The largest component of this upgrade will be the SunGard Police RMS and CAD. SunGard implementation costs for software, hardware and services total \$519,000 spread across FY13 and FY14. Annual costs for SunGard hardware maintenance, software license fees, map support, hosting and hardware replacement total \$125,000.

The SunGard product suite includes new functionality for Springfield Police including MFR, advanced Crime Analysis, e-Citations and Automatic Vehicle Location (AVL). MFR will provide a significant boost to productivity by auto-populating police reports with CAD and RMS data and eliminating duplicate data entry. The Crime Analysis program provides an interactive map interface to crime data for real time visual analysis. e-Citations will improve the speed and accuracy of issuing citations, and will integrate with the new Tyler Technology Courts software to eliminate redundant data entry.

ATTACHMENTS: Attachment 1: SunGardContract
Attachment 2: Hardware Contract
Attachment 3: Eugene SunGard IGA

**DISCUSSION/
FINANCIAL
IMPACT:** The SunGard Police software has been selected by regional partners Eugene and Springfield following an exhaustive Request For Proposals, On-Site demo, and Field Evaluation process. This contract includes \$1,713,242 discount off license fees, \$973,730 discount off services, and \$60,460 discount in annual maintenance. SunGard is heavily discounting the Springfield/Eugene project as part of their corporate expansion into the west coast market. In order to achieve maximum discounts Eugene and Springfield will have a single contract. SunGard invoices will go to Eugene, and Springfield will pay our share of costs through an IGA.

Springfield paid \$378,968 in FY12 AIRS costs. Replacement of all AIRS modules including Courts Records Management, Jail Management, Police Records, Police Field Reporting, Police Computer Aided Dispatch, Fire Records Management and Fire Scheduling will be complete by summer 2014. It is anticipated that total annual costs for the new public safety applications will be around \$225,000 including services, maintenance, licenses and hardware replacement.

CUSTOMER NO. _____; CONTRACT NO. 121199

SOFTWARE LICENSE AND SERVICES AGREEMENT

BETWEEN

SunGard Public Sector Inc.
a Florida corporation

with headquarters at

1000 Business Center Drive
Lake Mary, FL 32746

("SunGard Public Sector")

AND

City of Eugene, OR
an Oregon Municipal Corporation

located at
100 West 10th Avenue, Suite 450
Eugene, OR 97401

(for purposes of this Agreement, "Customer")

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

The terms and conditions contained in this Agreement, including prices, will be honored as set forth herein, provided the Agreement is fully executed and delivered by November 30, 2012

City of Eugene, OR

SunGard Public Sector Inc.

BY ^{RK RK} *S. Medley, AIC*

BY *J. Biscini*

PRINT NAME: *Sarah Medley*

PRINT NAME AND TITLE *James Biscini VP-ITR*

PRINT TITLE *AIC City Manager*

DATE SIGNED *4/5/2012*

DATE SIGNED *11/2/12*

THIS AGREEMENT is made between SunGard Public Sector Inc and Customer as of the Execution Date. Customer issued Request for Proposal (RFP) #2012200062 and SunGard Public Sector responded and was awarded this Agreement. Applicable portions of the Response are incorporated herein as Exhibit 2 (Minimum Requirements Form) and (Sections 9.1, 9.2 and 9.3 of Section D, Questionnaire of the Proposal). The parties agree as follows:

1. Definitions.

"Access Agreement" means the written agreement between Customer, SunGard Public Sector, and the Accessor(s) named in the Agency Access Agreement Supplement attached hereto, that allows for the participation and access by the Accessor(s) to the software applications licensed to Customer by SunGard Public Sector herein. The format and terms and conditions of such agreement are set forth in the Agency Access Agreement Supplement which is attached and incorporated herein.

"Baseline" means the general release version of a Component System as updated to the particular time in question through both SunGard Public Sector's warranty services and SunGard Public Sector's Maintenance Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in Exhibit 1 as a Component System, including all copies of Source Code, Object Code and all related specifications, documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

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

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

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

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

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

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

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

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

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

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

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

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment

"Recipient" means the party receiving Confidential Information of the Discloser

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

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

2. Right to Grant License and Ownership. SunGard Public Sector has the right to grant Customer this license to use the Software. Except as otherwise indicated in a Software Supplement, SunGard Public Sector owns the Software

3. License. Subject to the terms and conditions of this Agreement, SunGard Public Sector grants Customer a perpetual, non-exclusive, non-transferable license to use and copy for use the Software on the Equipment within the United States of America for Customer's own, non-commercial computing operations. Any rights not expressly granted in this Agreement are expressly reserved. For a period to expire twelve (12) months from the Execution Date, Customer has the option to license SunGard Public Sector software applications in existence at the time of the Execution Date at a 100% discount. In the event that Customer elects not to license applications during the election period, this option shall terminate. In the event that Customer elects to exercise this option, SunGard Public Sector and Customer will enter into a written amendment or Add-On Quote identifying the SunGard Public Sector applications being licensed (and the

corresponding implementation services, if required)

(a) Source Code SunGard Public Sector has placed the Source Code for those SunGard Public Sector-proprietary (as opposed to third party-owned) Component Systems identified in Exhibit 1 in escrow with Iron Mountain Intellectual Property Management ("Iron Mountain") pursuant to a Source Code Escrow Agreement between Iron Mountain and SunGard Public Sector ("Escrow Agreement"). SunGard Public Sector updates such Source Code escrow deposits at least one a calendar year. Such Source Code will only be made available on the release terms of the Escrow Agreement, and only to those SunGard Public Sector licensees that have elected to be named "Preferred Beneficiaries" under the Escrow Agreement by executing a Preferred Beneficiary Acceptance Form and paying Iron Mountain the beneficiary fee specified by Iron Mountain (as of the Execution Date, approximately \$800 per year). SunGard Public Sector will provide Licensee with a copy of the Preferred Beneficiary Acceptance Form at Licensee's request

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

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

(d) Restrictions on Use of the Software Customer is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the Software. Except with respect to those Accessor(s) listed and authorized in the Agency Access Agreement Supplement attached hereto, Customer is prohibited from using the Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. Customer will not allow the Software to be used by, or disclose all or any part of the Software to, any person except Customer Employees. Without limiting the foregoing, Customer is permitted to allow use of the input and/or output sensory displays of or from the Software by third parties on a strict "need to know" basis, and such use will not be deemed a

non-permitted disclosure of the Software Customer will not allow the Software, in whole or in part, to be exported outside of the United States of America, in any manner or by any means, without in each instance obtaining SunGard Public Sector's prior written consent and, if required, a validated export license from the Office of Export Administration within the U.S. Department of Commerce and such other appropriate United States governmental authorities

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

4. Services.

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

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

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

(d) Conditions On Providing Services. In each instance in which SunGard Public Sector is providing Customer with services, SunGard Public Sector and Customer will develop a project plan that identifies each party's responsibilities for such services. The project plan will describe in detail the tentative schedule and the scope of services that SunGard Public Sector will provide. Customer will establish the overall project direction, including assigning and managing the Customer's project personnel team. Customer

must assign a project manager who will assume responsibility for management of the project. Customer must ensure that the Equipment is operational, accessible and supported at the times agreed to by the parties in the project plan. While SunGard Public Sector is providing such services, Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations, including remote access to the Equipment

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

6. Payment and Taxes.

(a) Payment

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

(ii) Professional Services Fees. Except as otherwise provided in Exhibit 1, fees for professional services will be invoiced on a monthly basis in arrears and will be due within thirty (30) days from the date of invoice. All travel related expenses must be pre-approved in writing by Customer and are a pass through without markup. SunGard Public Sector must use Customer's travel reimbursement rates. Customer follows GSA Per Diem rates that can be found at the following URL: <http://www.gsa.gov/portal/category/100120>. Authorized expenses to be reimbursed by the Customer include transportation to and from destination (coach fare or less), lodging, meals, local transportation at destination, and miscellaneous incidental expenses required to transact Customer business. The Customer does not reimburse for alcohol, in-room movies, laundry, dry cleaning, room service, additional charges for in-room meal delivery, or health club costs. Invoices should be itemized by expense; however, receipts are not required to be submitted with invoices. SunGard shall keep all receipts associated with reimbursable travel related expenses, and Customer reserves the right to request these receipts at any time. Such requests must be fulfilled by SunGard within 10 business days after receipt of request from Customer.

(iii) Late Charge and Invoicing

(a) SunGard Public Sector will have the right to charge a late fee to the extent that payment is

received later than thirty (30) days from the date of invoice. Late fees will be calculated based on a per annum rate equal to the lesser of (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%), and (ii) the highest rate permitted by applicable law, and will be payable to SunGard Public Sector on demand.

(b) SunGard shall include "Routing Number 2100" on every invoice and send these via email to AP@ci.eugene or us

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

(c) Scheduled Resource Changes. For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses. Notwithstanding, SunGard Public Sector will endeavor to reschedule SunGard Public Sector personnel in order to mitigate Customer's costs and expenses under this section. To the extent SunGard Public Sector is successful in such rescheduling, Customer's payment obligations shall be reduced.

(d) <Deleted>

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

(a) Limited Software Warranty by SunGard Public Sector and Remedy For Breach. For each Component System, SunGard Public Sector warrants to Customer that, for a period of twelve (12) months after the Delivery Date, the Baseline Component System, as used by Customer on the Equipment for its own, non-commercial computing operations, will operate without Defects. For each

Defect, SunGard Public Sector, as soon as reasonably practicable and at its own expense, will provide Customer with an avoidance procedure for or a correction of the Defect. If, despite its reasonable efforts, SunGard Public Sector is unable to provide Customer with an avoidance procedure for or a correction of a Defect, then, subject to the limitations set forth in Section 16 of this Agreement, Customer may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and SunGard Public Sector's sole obligations for breach of this limited warranty are contained in this Section 7(a).

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

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

System as though the reported problem were a Defect

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

8. Confidential Information. Except as otherwise permitted under this Agreement and to the extent allowed by law, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Software and any software provided with the Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, Customer's obligations to maintain both the Software and any software provided with the Software as confidential will survive in perpetuity.

9. Indemnity by SunGard Public Sector SunGard Public Sector will defend, indemnify and hold Customer harmless from and against any loss, cost and expense that Customer incurs because of a claim that use of a Baseline Component System infringes any United States copyright of others. SunGard Public Sector's obligations under this indemnification are expressly conditioned on the following: (i) Customer must promptly notify SunGard Public Sector of any such claim, (ii) Customer must in writing grant SunGard Public Sector sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Customer chooses to represent its own interests in any such action, Customer may do so at its own expense, but such representation must not prejudice SunGard Public Sector's right to control the defense of the claim and negotiate its settlement or compromise), (iii) Customer must cooperate with SunGard Public Sector to facilitate the settlement or defense of the claim, (iv) the claim must not arise from modifications or (with the express exception of the other Component

Systems and third party hardware and software specified by SunGard Public Sector in writing as necessary for use with the Software) from the use or combination of products provided by SunGard Public Sector with items provided by Customer or others. If any Component System is, or in SunGard Public Sector's opinion is likely to become, the subject of a United States copyright infringement claim, then SunGard Public Sector, at its sole option and expense, will either: (A) obtain for Customer the right to continue using the Component System under the terms of this Agreement, (B) replace the Component System with products that are substantially equivalent in function, or modify the Component System so that it becomes non-infringing and substantially equivalent in function, or (C) refund to Customer the portion of the license fee paid to SunGard Public Sector for the Component System(s) giving rise to the infringement claim, less a charge for use by Customer based on straight line depreciation assuming a useful life of five (5) years. **THE FOREGOING IS SUNGARD PUBLIC SECTOR'S EXCLUSIVE OBLIGATION WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.**

General Indemnity SunGard Public Sector will defend, indemnify and hold Customer harmless from and against any loss, cost and expense that Customer incurs in connection with a claim asserted against Customer by a third party for: (i) bodily injury or death, or (ii) damage to any tangible or real property, and in either instance, to the extent proximately caused by the negligent acts or omissions of SunGard Public Sector. SunGard Public Sector's obligations under this indemnification are expressly conditioned on the following: (i) Customer must promptly notify SunGard Public Sector of any such claim, (ii) Customer must in writing grant SunGard Public Sector sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if Customer chooses to represent its own interests in any such action, Customer may do so at its own expense, but such representation must not prejudice SunGard Public Sector's right to control the defense of the claim and negotiate its settlement or compromise), and (iii) Customer must cooperate with SunGard Public Sector to facilitate the settlement or defense of the claim.

10. Term and Termination.

(a) Right of Termination Notice to SunGard Public Sector of a suspected Defect will not

constitute a notice of termination of this Agreement

(b) The parties, by mutual written agreement, may terminate the Agreement at any time

(c) Either party may terminate the Agreement if the other party is in breach of any material provision hereof which breach continues for more than 30 days after a notice describing the breach has been given unless, in the case of a breach which cannot be cured within such 30-day period, the breaching party immediately initiates and diligently prosecutes a plan of curative action that is acceptable to the non-breaching party. Notwithstanding the foregoing, termination for a recurring breach may be made if the breach is not cured within seven days after the second notice in any twelve-month period and immediately, without opportunity for cure, in the third or any subsequent notice of breach in any twelve-month period

(d) The Customer may terminate the Agreement on any date specified in a notice if funding for the work becomes unavailable or if the Customer determines that termination of the Agreement is required by the public interest

(e) Customer may terminate the Agreement immediately and without prior notice upon SunGard Public Sector's failure to have in force any insurance required by the Agreement, if SunGard Public Sector breaches the Customer's security requirements, if SunGard Public Sector fails to maintain any certificate or license required for performance of the Services, or as provided in Items 22-29 of this Agreement

(f) Customer may terminate individual licenses or modules at any time with no penalty or additional fees to customer

(g) Effect of Termination. Upon termination of this Agreement by either party, Customer will promptly return to SunGard Public Sector or (at SunGard Public Sector's request) will destroy all copies of the Software, and will certify to SunGard Public Sector in writing, over the signature of a duly authorized representative of Customer, that it has done so

(h) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity will survive termination of this Agreement

(i) Termination Without Prejudice to Other Rights and Remedies. Termination of this

Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement

(i) Payment Upon Termination. If the Agreement, or any portion thereof, is terminated before completion of all items of work in the Agreement, payment will be made for the actual items of work completed under the Agreement, any applicable reimbursable expenses, Pay Agency Items ordered which cannot be returned to the Vendor, or by mutual agreement, for items of work partially completed. No claim for loss of anticipated profits will be allowed. If Customer terminates a service that has an upfront fee, Customer shall receive, at SunGard Public Sector's discretion, a refund of the services fee for the uncompleted portion of the services covered by the fee, or an equivalent credit to be used towards the purchase of additional products and services

11. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when Delivered personally, sent by United States registered or certified mail, return receipt requested, transmitted by facsimile confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices

12. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance

13. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: SunGard Public Sector's assignment of this Agreement or of any SunGard Public Sector rights under this Agreement to SunGard Public Sector's

successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets, and SunGard Public Sector's assignment of this Agreement to any person or entity to which SunGard Public Sector transfers any of its rights in the Software

14. No Waiver A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach

15. Choice of Law; Forum; Severability. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon. The parties do not intend to confer on any third party any rights under the Agreement

Any litigation between the Customer and SunGard Public Sector that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Lane County Circuit Court, provided, however, if a dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon, Eugene Division. In no event shall this Subsection be construed as a waiver by the Customer of any form of defense or immunity, whether sovereign immunity, governmental immunity or otherwise, from any claim or from the jurisdiction of any court. SunGard Public Sector, by execution of the Agreement hereby consents to the *in personam* jurisdiction of the courts referenced in this section

If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect

16. LIMITATIONS OF LIABILITY.

(a) LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR. EXCEPT FOR LIABILITY DUE TO THE CRIMINAL BEHAVIOR OF SUNGARD PUBLIC SECTOR, ITS EMPLOYEES OR AGENTS, SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE SOFTWARE, ANY SERVICES, THIS LICENSE OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEE THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR (OR, IF NO DISCRETE FEE IS IDENTIFIED IN EXHIBIT 1,

THE FEE REASONABLY ASCRIBED BY SUNGARD PUBLIC SECTOR) FOR THE COMPONENT SYSTEM OR SERVICES GIVING RISE TO THE LIABILITY.

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

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

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

18 Records/Inspection. SunGard Public Sector shall maintain records of its charges to Customer under this contract for a period of not less than three full fiscal years following SunGard Public Sector's completion of this contract. Upon reasonable advance notice, Customer or its authorized representatives may from time to time inspect, audit and make copies of any of SunGard Public Sector's records that relate to this contract. If any audit by Customer discloses that payments to SunGard Public Sector were in excess of the

amount to which SunGard Public Sector was entitled under this Agreement, SunGard Public Sector shall promptly pay to Customer the amount of such excess. If the excess is greater than one percent of the contract amount, SunGard Public Sector shall also reimburse Customer its reasonable costs incurred in performing the audit.

19 Access to Plant or Place of Business

SunGard Public Sector agrees that the Customer may enter SunGard Public Sector's or SunGard Public Sector's subcontractor's plant or place of business during normal business hours for the following purposes: inspect and/or test supplies or services for acceptance by the Customer pursuant to the terms of the contract, and investigate SunGard Public Sector's minority business certification or other offeror qualifications. Customer shall request such access with a minimum of twenty-four (24) hours' notice and such inspection shall be related to the performance of this contract.

20 Cooperation with City Auditors. SunGard Public Sector agrees to cooperate fully with the Customer's auditors and shall provide without charge all reasonable facilities and assistance for the safety and convenience of the Person performing the inspection or testing to ensure industry standard security practices, procedures, and processes are in place. Customer's auditors shall have sufficient access to SunGard Public Sector's or SunGard Public Sector's subcontractors' data center(s) in order to conduct the necessary audits.

21 Insurance Without limiting SunGard Public Sector's indemnification, SunGard Public Sector shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, or for a period of three (3) years, whichever is less, the following insurance coverage in the following amounts, at a minimum:

(a) General Liability shall be on an occurrence basis (as opposed to claims made basis). Minimum limits and structure shall be:

General Aggregate \$2,000,000
Products Comp/Op Aggregate \$2,000,000
Personal & Adv Injury \$1,000,000
Each Occurrence \$1,000,000
Fire Damage \$ 100,000

(b) Automobile Insurance as follows:
1 Commercial Automobile Liability for Corporate/business owned vehicles including non-

owned and hired, \$1,000,000 Combined Single Limit

2 Personal Lines Automobile Liability for individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage

(c) Workers' Compensation Insurance to statutory limits

(d) Employer Liability in the amount of \$1,000,000 per accident for bodily injury or disease

(e) Professional Liability or Errors and Omissions Liability in the amount of \$1,000,000 per claim and aggregate

(f) It is the responsibility of SunGard Public Sector to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements. It is understood and agreed that Customer shall not pay any sum to SunGard Public Sector under this Agreement unless and until Customer is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

22 Background Checks Customer reserves the right to require SunGard and SunGard's subcontractor personnel having independent access to Customer's resources (data, network or facilities) to pass a City of Eugene police background check. The criteria for the background check is for Level 3 clearance as stipulated in the City of Eugene General Order #2017, dated 09/01/2000. This background check includes the following:

(a) Computer checks of AIRS, CCH, and DMV records,

(b) Completion of medium-level background questionnaire,

(c) Check of cohabitants, references, and others. Disqualification of SunGard's or SunGard's subcontractor's employee would result if the search returns any of the following:

(d) Felony conviction at any time (generally),

(e) Current suspect or defendant in a criminal case,

(f) False information on application or background information form,

(g) Indicators of poor judgment (e.g., multiple convictions for misdemeanor or city ordinance violations, habitual traffic offender),

(h) Significant association with anyone who would be disqualified

If SunGard's or SunGard's subcontractor's employee fails to pass the background check, SunGard may substitute another individual with similar experience, subject to Customer's approval

If Customer is unable to perform the above specified background check, Customer will work with SunGard or SunGard's subcontractor to find an acceptable alternative that meets CJIS requirements

The following provisions if applicable are hereby included in and made a part of the contract for software and services between the Customer and SunGard Public Sector named thereon as provided for in the Eugene Code, 1971, the revised statutes of the State of Oregon, and Federal laws, rules, regulations, and guidelines:

23 Fair Employment Practice Provisions.
(Eugene Code, 1971, Section 4 625)

(a) During the performance of this contract, SunGard Public Sector agrees as follows

1 SunGard Public Sector and each subcontractor agrees that it will not discriminate against any employee or applicant for employment because of an individual's race, religion, color, sex, national origin, marital status, familial status, age, sexual orientation or source of income, a juvenile record that has been expunged pursuant to ORS 419A 260 and 419A 262, or because an individual is a person with a disability which, with reasonable accommodation by the employer does not prevent the performance of the work involved, unless based upon a bona fide occupational qualification reasonably necessary to the normal operation of the employer's business

2 SunGard Public Sector and all subcontractors employing 15 or more individuals will develop and implement an affirmative action plan to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, age or national origin Such plan shall include, but not be limited to the following employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship

3 SunGard Public Sector and each subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Human Rights Commission setting forth the provisions of this nondiscrimination clause

(b) SunGard Public Sector and each subcontractor will, prior to commencement and during the term of the contract, provide to the Customer such documentation, and permit any inspection of records as may be required or authorized by rules adopted by the city manager to determine compliance with paragraph 23(a) above

(c) If upon an investigation conducted pursuant to rules adopted by the Customer's city manager in accordance with section 2 019 of the Eugene Code, 1971 there is reasonable cause to believe that SunGard Public Sector or any subcontractors of SunGard Public Sector have failed to comply with any of the terms of paragraphs 23(a) or 23(b), a determination thereof shall be made in accordance with the adopted rules Such determination may result in the suspension, cancellation or termination of the principal contract in whole or in part and/or the withholding of any funds due or to become due to SunGard Public Sector, pending compliance by SunGard Public Sector and/or its subcontractors, with the terms of paragraphs 23(a) and 23(b)

24 ORS 279A.120 Nonresident Contractors.

(a) As used in this section, "nonresident contractor" means a contractor that
1 has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract,

2 Does not have a business address in this state and

3 Stated in the bid for the contract that it was not a "resident bidder" under ORS 279A 120

(b) If SunGard Public Sector is a nonresident contractor and the contract price exceeds \$10,000, SunGard Public Sector shall promptly report to the Department of Revenue on forms to be provided by the Department of Revenue the total contract price, terms of payment, length of contract and such other information as the Department of Revenue may require before SunGard Public Sector may receive final payment on the public contract The City may not award a

Public Improvement Contract or a Public Works Contract to a nonresident bidder that is an educational service district. The Customer shall satisfy itself that the requirement of this subsection has been complied with before the Customer issues a final payment on a public contract.

25 ORS 279B.220, Conditions concerning payment, contributions, liens, withholding
SunGard Public Sector shall

(a) Make payment promptly, as due, to all persons supplying to SunGard Public Sector labor or material for the performance of the work provided for in the contract.

(b) Pay all contributions or amounts due the Industrial Accident Fund from SunGard Public Sector or subcontractor incurred in the performance of the contract.

(c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

(d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

26. ORS 279B.225, Condition concerning salvaging, recycling, composting or mulching yard waste material. If the contract will include lawn and landscape maintenance SunGard Public Sector shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

27 ORS 279B.230, Condition concerning payment for medical care and providing workers' compensation.

(a) SunGard Public Sector shall promptly, as due, make payment to any person, copartnership,

association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of SunGard Public Sector, of all sums that SunGard Public Sector agrees to pay for the services and all moneys and sums that SunGard Public Sector collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

(b) All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

28 ORS 279B.235, Condition concerning hours of labor. SunGard Public Sector shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).

29 ORS 279B.240, Exclusion of recycled oils prohibited. Lubricating oil and industrial oil may include recycled oils or oils that are not manufactured from virgin materials.

30 ORS 279A.110, Discrimination in subcontracting prohibited; remedies.

(a) SunGard Public Sector may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, woman or emerging small business enterprise certified under ORS 200.055.

(b) By entering into the contract, SunGard Public Sector certifies that it has not discriminated and will not discriminate, in violation of subsection 30(a), against any minority, woman or emerging small business enterprise in obtaining any required subcontract.

EXHIBIT 1

Customer **City of Eugene, OR**

Delivery Address **100 West 10th Avenue, Suite 450, Eugene, OR 97401**

SOFTWARE^{1, 2, 3:}

Qty	Part #	Component System	License Fee
Computer Aided Dispatch			
1	CAD-T6	BASE COMPUTER AIDED DISPATCH SYSTEM TIER-6	\$ 138,125.00
29	CAD-CON	ADDITIONAL CAD CONSOLE LICENSE	240,352.00
1	CAD-MAP	FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE	6,375.00
35	CAD-MAPD	ADDITIONAL CAD MAP DISPLAY LICENSE	119,000.00
1	CAD-MJ	MULTI-JURISDICTIONAL DISPATCH OPTION	5,100.00
1	CAD-PG	ALPHA NUMERIC PAGING MODULE	7,225.00
1	CAD-INT-PG	SUNGARD OSSIS INTERFACE TO PAGEGATE ¹	1,000.00
1	CAD-C2C	CAD 2 CAD	7,000.00
1	CAD-E911	E911 INTERFACE MODULE ¹	6,375.00
15	CAD-MRM	CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS	19,125.00
1	CAD-RR	RIP AND RUN PRINTING/FAXING MODULE	6,375.00
1	CAD-RS	CAD ROSTER MODULE	8,075.00
1	CAD-CAPLUS-T6	CRIME ANALYSIS PLUS	20,900.00
1	CAD-FIREHOUSE	FIREHOUSE RMS INTERFACE ¹	5,500.00
1	CAD-POA-MED	MEDICAL PROQA INTERFACE ¹	6,375.00
1	CAD-INT-ZOLL	CAD INTERFACE TO ZOLL PATIENT CARE REPORTING SOFTWARE ¹	7,500.00
Records Management			
1	RMS-BASE-100	BASE RECORDS MANAGEMENT SYSTEM - 150 WORKSTATIONS	117,500.00
1	RMS-MJ	MULTI-JURISDICTIONAL RMS OPTION	4,130.00
1	RMS-ACCIDENT-100	BASIC ACCIDENT MODULE - 150 WORKSTATIONS	4,200.00
1	RMS-ASSET-20	ASSET MANAGEMENT MODULE-20 WORKSTATION	2,300.00
5	RMS-BAR-CLIENT	BAR CODING HAND-HELD CLIENT LICENSE (EACH)	6,500.00
1	RMS-BAR-HOST 100	BAR CODING SERVER LICENSE - 150 WORKSTATIONS	5,700.00
1	RMS-BIKE-5	BIKE REGISTRATION MODULE - 5 WORKSTATION	800.00
1	RMS-CA	CRIME ANALYSIS MODULE	9,380.00
1	RMS-CANINE	CANINE TRACKING MODULE	4,130.00
1	RMS-CFS-100	CALLS FOR SERVICE MODULE - 150 WORKSTATIONS	3,400.00
1	RMS-CRIMELAB	CRIME LAB MODULE	11,250.00
1	RMS-DOCSCAN	DOCUMENT SCANNING AND STORAGE	7,500.00
1	RMS-GANG	GANG TRACKING MODULE	5,630.00
1	RMS-INTELLIGENCE	INTELLIGENCE MODULE	5,630.00
1	RMS-LINK-T6	LINK ANALYSIS MODULE	20,900.00
1	RMS-PSD	PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE	13,130.00
1	RMS-MAP-100	RMS MAP DISPLAY AND PIN MAPPING LICENSE - 150 WORKSTATIONS	7,500.00
1	MAP-CONVERTER	MAP CONVERTER SOFTWARE	3,500.00
1	RMS-MAP-INIT	FIRST RMS MAP DISPLAY AND MAP MAINTENANCE	4,130.00
1	RMS-NTF-100	NOTIFICATION MODULE - 150 WORKSTATIONS	10,700.00
1	RMS-PS-5	PAWN SHOP/PAWN WATCH - 5 WORKSTATION	1,300.00
1	RMS-PS-BATCH	PAWN BATCH TICKET PROCESSING MODULE	4,130.00
1	RMS-POP-10	PROBLEM ORIENTED POLICING MODULE - 10 WORKSTATION	2,700.00
1	RMS-P&E-5	PROPERTY AND EVIDENCE MODULE - 5 WORKSTATION	2,800.00
1	RMS-P2P	POLICE TO POLICE INTERNET DATA SHARING	0.00
1	RMS-QTRMSTR-5	QUARTERMASTER MODULE - 5	2,800.00
1	RMS-RPRF	RACIAL PROFILING MODULE	3,750.00
1	RMS-RL-20	REMOTE LINEUP APPLICATION - 20	4,200.00
1	RMS-RSW-20	RESIDENTIAL SECURITY WATCH MODULE - 20 WORKSTATION	1,900.00
1	RMS-TRAIN-15	TRAINING MODULE - 15 WORKSTATION	3,400.00
1	RMS-WZ-BASE	ACCIDENT WIZARD BASE SERVER LICENSE	3,750.00
126	RMS-WZ-CLIENT	ACCIDENT WIZARD WORKSTATION LICENSE	25,200.00
1	RMS-INCODE-INTF	INTERFACE TO INCODE COURT SYSTEM ¹	10,000.00
1	RMS-INCODECT2RMS	INCODE COURTS TO RMS INTERFACE ¹	7,500.00
Mobile Computing			
1	MCT-BMS-T5	BASE MOBILE SERVER SOFTWARE UP TO 300 WORKSTATIONS	62,050.00
36	MCT-AVL-CAD	CAD CLIENT AVL LICENSE	46,800.00
220	MCT-AVL-CLIENT	MCT CLIENT - AVL	22,000.00
1	MCT-AVL-HOST	AVL SERVER HOST LICENSE	35,000.00
220	MCT-CLIENT	MCT CLIENT - DIGITAL DISPATCH	132,000.00
220	MCT-MAP	MCT CLIENT - MAPS	22,000.00
120	MCT-MFR-OFF	MFR CLIENT - BASE INCIDENT/OFFENSE	84,000.00
120	MCT-MFR-ACC	MFR CLIENT - ACCIDENT REPORTING	48,000.00
120	MCT-MFR-ARREST	MFR CLIENT - ARREST	36,000.00
120	MCT-MFR-AFF	MFR CLIENT - ARREST AFFIDAVIT	24,000.00
15	MCT-MFR-CANINE	MFR CLIENT - CANINE	4,500.00
120	MCT-MFR-CITATION	MFR CLIENT - CITATION	48,000.00
110	MCT-MFR-MBLN-CLIENT	MFR CLIENT MOBILAN VERSION	44,000.00
1	MCT-MFR-PEV-T5	REVIEW MODULE FOR FIELD REPORTING UP TO 150 WORKSTATIONS	65,000.00
92	MCT-MFR-RACEPROF	MFR CLIENT - RACIAL PROFILING	18,400.00
1	MCT-INT-FHS	MCT INTERFACE TO FIREHOUSE ¹	7,500.00
Message Switch			
1	MCT-SWI	STATE/NCIC MESSAGING SOFTWARE	20,000.00
36	MCT-MIS	LAN CLIENT LICENSE FOR MESSAGE SWITCH	7,200.00
1	MCT-SWI-S2S	SWITCH TO SWITCH	7,000.00
Internet Applications			
1	INT-OPSCAD	OPS CAD	10,000.00
1	INT-OPSRMS	OPS RMS	10,000.00
1	INT-P2C	Police 2 Citizen	10,000.00
Subtotal			\$ 1,689,192.00
1	DISCOUNT	DISCOUNT OF 100% OFF LICENSE FEES	\$1,689,192.00
TOTAL LICENSE FEE			0.00

Notes to Software Table:

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

² Note: Mobiles applications do not include AVL hardware

SERVICES^{1, 2, 3, 4, 5}:

Qty	Part #	Description	Training	Installation	Project Management	Professional Services	Implementation	Conversion
CAD Implementation Services								
1	CAD-PROJ-MGMT	CAD PROJECT MANAGEMENT			\$ 104,800.00			
1	CAD-PROF-ADD-TECH	ADDITIONAL TECHNICAL PROFESSIONAL SERVICES - HARDWARE AND EASE TECHNICAL ENVIRONMENT PREPARATION					\$ 107,500.00	
4	CAD-PROF-ADD-TECH	ADDITIONAL TECHNICAL PROFESSIONAL SERVICES - HARDWARE AND TECHNICAL PROJECT PLANNING AND KICKOFF					5,500.00	
4	CAD-PROF-ADD-QA	ADDITIONAL QA PROFESSIONAL SERVICES - CAD PROJECT PLANNING AND KICKOFF					5,500.00	
1	CAD-PROF-ADD-QA	ADDITIONAL QA PROFESSIONAL SERVICES - MOCK GO LIVE					44,600.00	
1	CAD-PROF-ADD-QA	ADDITIONAL QA PROFESSIONAL SERVICES - GO LIVE ASSISTANCE					49,000.00	
1	CAD-PROF-ADD-QA	ADDITIONAL QA PROFESSIONAL SERVICES - POST GO LIVE IMPLEMENTATION SUPPORT					21,000.00	
1	CAD-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES - CAD BUILD					66,000.00	
2	CAD-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES - CAD DATA AUDIT				\$ 16,000.00		
1	CAD-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES - BAR CODE INSTALLATION				2,900.00		
2	CAD-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES - TRAINING COORDINATION				28,000.00		
2	CAD-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES - CAD POWER USER TRAINING				12,600.00		
3	CAD-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES - CAD TRAINING FOR RECORDS PERSONNEL				11,520.00		
4	CAD-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES - CAD POWER MODULE TRAINING				3,200.00		
1	CAD-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES - CAD TRAIN THE TRAINER TRAINING				11,520.00		
5	CAD-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES - EXTENDED ON SITE GO LIVE SUPPORT				6,400.00		
5	CAD-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES - CAD POST GO LIVE FOLLOW UP TRAINING				6,400.00		
1	CAD-MINT-TRN	CAD MAINTENANCE TRAINING	\$ 8,400.00					
8	CAD-USR-TRN	CAD USER TRAINING	51,200.00					
2	RMS-WEB-TRN	RMS WEB-BASED TRAINING - WEB BASED CAD RESOURCE MONITOR TRAINING WITH IIRAR	1,040.00					
1	CAD-TRN-LORE	CAD TEAM SYSTEM ORIENTATION	10,240.00					
RMS Implementation Services								
1	RMS-PROJ-MGMT	PROJECT MANAGEMENT FOR RMS			164,840.00			
4	RMS-PROF-ADD-QA	ADDITIONAL QA PROFESSIONAL SERVICES - RMS PROJECT PLANNING AND KICKOFF					5,500.00	
1	RMS-PROF-ADD-QA	ADDITIONAL QA PROFESSIONAL SERVICES - RMS BUILD					48,900.00	
1	RMS-PROF-ADD-QA	ADDITIONAL QA PROFESSIONAL SERVICES - IIR CONSULTING					8,000.00	
1	RMS-PROF-ADD-QA	ADDITIONAL QA PROFESSIONAL SERVICES - RMS OPERATING					39,000.00	
1	RMS-PROF-ADD-QA	ADDITIONAL QA PROFESSIONAL SERVICES - MISC BUILD ASSISTANCE					94,000.00	
2	RMS-PROF-ADD-QA	ADDITIONAL PROFESSIONAL SERVICES - RMS CRIME ANALYSIS PLUS TRAINING					7,000.00	
2	RMS-PROF-ADD-QA	ADDITIONAL PROFESSIONAL SERVICES - RMS OPERATOR TRAINING					4,200.00	
4	RMS-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES - POST ORIENTATION ASSISTANCE				2,960.00		
1	RMS-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES - MOCK GO LIVE DOCUMENT PREPARATION				4,900.00		
1	RMS-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES - RMS DATA AUDITS				10,240.00		
5	RMS-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES - RMS EXTENDED ON SITE GO LIVE SUPPORT				5,400.00		
3	RMS-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES - RMS POST GO LIVE FOLLOW UP TRAINING				11,520.00		
1	RMS-MINT-TRN	RMS MAINTENANCE TRAINING	6,400.00					
2	RMS-TTT-TRN	RMS TRAIN THE TRAINER TRAINING - FRE GO LIVE	22,000.00					
3	RMS-USR-TRN	RMS USER TRAINING	4,000.00					
2	RMS-ADD-TRN	RMS ADD TRAINING - RMS POWER USER TRAINING FOR MOCK GO LIVE	12,800.00					
10	RMS-ADD-TRN	RMS USER TRAINING FOR B11 OPERATORS	12,000.00					
10	RMS-ADD-TRN	RMS SPECIALTY MODULE - DO-ON USER TRAINING	12,800.00					
21	RMS-WEB-TRN	RMS WEB BASED SPECIALTY MODULE TRAINING WEBINAR	10,920.00					
1	RMS-DATACNV-HTE	DATA CONVERSION RMS CAD (See Note 1)						\$ 181,200.00
MCT, MFR and Switch Implementation Services								
1	MCT-PROJ-MGMT	PROJECT MANAGEMENT SERVICES			23,000.00			
4	MCT-PROF-ADD-QA	ADDITIONAL QA PROFESSIONAL SERVICES - MOBILE AND INTERNET APPLICATION PLANNING AND KICKOFF					5,600.00	
1	MCT-PROF-ADD-QA	ADDITIONAL QA PROFESSIONAL SERVICES - INTERNET APPLICATION SERVICES					10,500.00	
1	MCT-PROF-ADD-QA	ADDITIONAL QA PROFESSIONAL SERVICES - ENHANCED REQUIREMENT VERIFICATION PLANS					40,000.00	
1	MCT-PROF-ADD-QA	ADDITIONAL QA PROFESSIONAL SERVICES - DIGITAL DISPATCH INSTALL					1,400.00	
1	MCT-PROF-ADD-TECH	ADDITIONAL TECHNICAL PROFESSIONAL SERVICES - MESSAGE SWITCH SERVICES					12,600.00	
5	MCT-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES - MCT EXTENDED ON SITE TRAINING SUPPORT				6,400.00		
12	MCT-PROF-ADD	ADDITIONAL PROFESSIONAL SERVICES - POST GO LIVE MFR FOLLOW UP TRAINING				15,360.00		
1	MCT-MINT-TRN	MCT MAINTENANCE TRAINING	1,200.00					
1	MFR-MINT-TRN	MOBILE FIELD REPORTING MAINTENANCE TRAINING	7,640.00					
4	MCT-TTT-TRN	MCT TRAIN THE TRAINER TRAINING	20,400.00					
2	MFR-TTT-TRN	MOBILE FIELD REPORTING TRAIN THE TRAINER TRAINING	17,920.00					
4	MCT-ADD-TRN	MCT & MFR POWER USER TRAINING	12,800.00					
1	MCT-ADD-TRN	MCT & MFR SPECIALTY MODULES ADD ON USER TRAINING	5,760.00					
2	RMS-WEB-TRN	MFR SPECIALTY MODULE WEB-BASED USER TRAINING	4,000.00					
1	M-T-AVL-SERV	AVL INSTALLATION AND TRAINING		\$ 2,600.00				
Internet Implementation Services								
1	INT-PROJ-MGMT	Project Management Services for Internet Applications			6,400.00			
1	RMS-WEB-TRN	OPS CAD WEB BASED USER TRAINING	7,080.00					
1	RMS-WEB-TRN	OPS RMS WEB BASED USER TRAINING	2,000.00					
1	RMS-WEB-TRN	POP WEB-BASED USER TRAINING	1,040.00					
2	RMS-WEB-TRN	POP WEB-BASED ADMINISTRATOR TRAINING	7,080.00					
Subtotal								
			\$ 250,040.00	\$ 2,600.00	\$ 299,620.00	\$ 157,220.00	\$ 564,000.00	\$ 181,200.00
1	DISCOUNT	DISCOUNT OF 60% OFF SERVICES	\$ (125,020.00)	\$ (1,400.00)	\$ (149,790.00)	\$ (77,610.00)	\$ (292,000.00)	\$ (90,600.00)
		TOTAL SERVICES FEES	\$ 125,020.00	\$ 1,400.00	\$ 149,790.00	\$ 78,610.00	\$ 282,000.00	\$ 90,600.00

Qty	Part #	Description	Implementation Services
1	TCH-NTWK-SERV	Custom Network Implementation Services	\$ 15,000.00
1	TCH-NTWK-SERV	CJIS Security Analysis	
1	TCH-NTWK-SERV	Custom Network Services	12,500.00
Third Party Hardware, Software and Services			
15	TCH-INSTALL-ONSITE	On-Site Installation for Application Servers	21,000.00
		TOTAL SERVICES FEE	\$ 48,500.00

Qty	Part #	Custom Modifications	Custom Modification Fee
		<i>Custom Modifications / Interfaces.</i>	
1	RMS-CUST-MOD	ACE Evidence Tracking	\$ 10,600 00
1	RMS-CUST-MOD	ATAK	7,200 00
1	RMS-CUST-MOD	CopLogic	12,800 00
1	RMS-CUST-MOD	CopLink	No Charge - Included in State Development
1	RMS-CUST-MOD	EIS JMS	16,400 00
1	RMS-CUST-MOD	LEDS INTERFACE	70,000 00
1	DISCOUNT	DISCOUNT FOR LEDS INTERFACE	(70,000 00)
1	RMS-CUST-MOD	Civil Exclusion Order	13,200 00
1	RMS-CUST-MOD	Rapid Pawn	15,000 00
1	RMS-CUST-MOD	Property Voucher	11,800 00
1	RMS-CUST-MOD	Probable Cause Affidavit	15,600 00
1	RMS-CUST-MOD	Trespass Enforcement Notifications	No Charge
1	RMS-CUST-MOD	Rental Property Notification	No Charge
1	CAD-CUST-MOD	ASAP Business Alarm	7,600 00
1	CAD-CUST-MOD	GOLD ELITE Fire Toning	15,000 00
1	CAD-CUST-MOD	CMI Authority CAD	7,000 00
1	CAD-CUST-MOD	VESTA M1	13,000 00
1	CAD-CUST-MOD	Multiple Command Entry from Command Line	No Charge
1	CAD-CUST-MOD	Ability to Create Custom Statuses	No Charge
		TOTAL CUSTOM MODIFICATION FEE	\$ 145,100 00

Notes to Services Table:

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

² Travel and living expenses are additional and will be billed monthly as SunGard Public Sector renders the services.

³ See also Exhibits 3 & 4 for additional Specifications and Requirements.

⁴ See also Exhibit 5 for projected Training Matrix.

⁵ See also Exhibit 6 for additional LEDS Interface details.

PAY AGENCY PRODUCTS^{1,2}:

Qty	Part #	Pay Agency Products	Hardware & Software	Services	Initial Annual Maintenance
		<i>Stratus Virtualized flServer²</i> <i>- CAD, RMS, Message Switch, OpsCenter, Police 2 Citizen, Query Servers</i>			
1	HWR-STRA-APP-VMT2	Fault Tolerant Virtualized Server	\$ 75,937 00		
1	HWR-STRA-MTC-VMT2	Stratus Total Assurance Support			\$ 18,468 00
1	THP-VMWARE-ESINC	VMware vSphere Essentials Kit (Stratus)	0 00		
1	THP-MS-WINSVRDCNTR	Windows Server 2012 Datacenter Edition	4,604 00		
3	THP-MS-SQLENT-2CORE	Microsoft SQL Server 2012 Enterprise Edition 2-CPU Core License	47,037 00		
1	TCH-STRA-JSTRT-VMT1	Implementation Services for Stratus flServer		\$ 5,895 00	
1	TCH-STRA-JSTRT-FTS	Implementation Services for Stratus flScalable Array		1,799 00	
		Mobile Data Terminal			
83	HWR-CUSTOM	Datalogic Magellan 1100i	34,030 00		
83	HWR-MGTK-SWIPE1	Magtek MiniWedge Swipe Reader	4,731 00		
		AVL Hardware Solution			
160	HWR-TRIMBLE-PKG-SER	Trimble Placer Gold GPS Bundle (Serial)	103,520 00		
		Third Party Hardware, Software and Services			
135	THP-MS-VISIO	Microsoft Visio 2010 Standard Edition	21,600 00		
1	THP-PAGEGATE	PageGate Network Paging Software	565 00		
1	HWR-CUSTOM	Digi PortServer TS 4 port MEI RS232/422/485 RJ45 Device Server	530 00		
3	HWR-CUSTOM	Senal Cable	33 00		
		Pay Agency Products Totals	\$ 292,587 00	\$ 7,694 00	\$ 18,468 00

Notes to Pay Agency Products Table:

¹ Actual shipping charges are additional and will be due within 30 days after Customer's receipt of invoice

² Governed by the Stratus Assured Availability Plus service agreement between Customer and Stratus Technologies

SUMMARY OF COSTS

Services	\$ 737,390 00
Services (Pay Agency Related Implementation Services)	48,500 00
Custom Modifications	145,100 00
Pay Agency Products (Hardware and Software)	292,587 00
Pay Agency Products (Services)	7,694 00
Pay Agency Products (Initial Annual Maintenance)	18,468 00
Total	\$1,249,739.00

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

The amounts noted above shall be payable as follows:

Installation SunGard Public Sector shall invoice Customer upon completion of Installation. Payment shall be due within thirty (30) days from the date of invoice. Invoices shall reflect work performed for work performed after the Execution Date.

Project Management SunGard Public Sector shall invoice Customer monthly for Project Management services as performed. Payment shall be due within thirty (30) days from the date of invoice.

Training Fees. SunGard Public Sector shall invoice Customer monthly for Training as performed. Payment shall be due within thirty (30) days from the date of invoice.

Professional Services Fees SunGard Public Sector shall invoice Customer monthly for Professional Services as performed Payment shall be due within thirty (30) days from the date of invoice

Conversion Fees SunGard Public Sector shall invoice Customer monthly for Conversion services as performed Payment shall be due within thirty (30) days from the date of invoice

Implementation Services Fee SunGard Public Sector shall invoice Customer monthly for Implementation services as performed Payment shall be due within thirty (30) days from the date of invoice

Custom Modification Fees SunGard Public Sector shall invoice Customer monthly for Custom Modification services as performed Payment shall be due within thirty (30) days from the date of invoice

Pay Agency Products Hardware & Software Fee 100% due within thirty (30) days from the date of invoice submitted after the Execution Date

Pay Agency Products Services Fee 50% on the Execution Date, due within thirty (30) days from the date of invoice submitted after the Execution Date, 50% on invoice, upon completion (payment shall be due within thirty (30) days from the date of invoice, invoices shall reflect work performed for work performed after the Execution Date)

Pay Agency Products Initial Annual Maintenance 100% upon the Execution Date, due within thirty (30) days from the date of invoice submitted after the Execution Date Annual Maintenance Fees for subsequent terms shall be invoiced by and paid directly to the Vendor

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

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

GENERAL PROJECT CONDITIONS

General Project Conditions - Applies to Entire Project

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

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

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

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

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

Item 11: Virtual Environment Platform

Infrastructure Overview

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

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

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

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

SunGard Public Sector will use commercially reasonable efforts to investigate potential issues with OSSI software running in conjunction with VMware. Where issues are confirmed to be unrelated to the VMware software, SunGard Public Sector will support its software in a manner that is consistent with support provided when that software is running natively under the host operating system.

Required and/or optional software vendors may not support VMware software. These vendors may require the issue to be reproduced independently from VMware software.

DESCRIPTIONS:

Part Number CAD-T6
Description BASE COMPUTER AIDED DISPATCH SYSTEM TIER-6
Long Description Computer Aided Dispatch Includes
Single-Jurisdictional CAD for Police, Fire, and/or EMS
Call Taking and Dispatching Function
Tabular Geo-File Subsystem (without maps)
Business and Sites Subsystem
Unit Recommendation Subsystem
Premise/Alert and Hotspots Subsystems
Seven (7) Call Taker/Dispatcher Console Licenses

Part Number CAD-CON
Description ADDITIONAL CAD CONSOLE LICENSE
Long Description An additional license, in addition to the number of console licenses in the base CAD system, is required for each call taker and dispatch console/workstation to operate SunGard Public Sector's CAD system

Part Number CAD-MAP
Description FIRST CAD MAP DISPLAY AND MAP MAINTENANCE SOFTWARE LICENSE
Long Description First OASIS Map Display and Map Maintenance Software License for a CAD Workstation Includes
Pin Mapping of Calls for Service Data
Map Editing and Maintenance software (training not included)
Map Display for One Workstation

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

Part Number CAD-MAPD
Description ADDITIONAL CAD MAP DISPLAY LICENSE
Long Description An additional license, in addition to the number of map console licenses in the base CAD system, is required for each additional call taker and dispatch console/workstation to display maps with SunGard Public Sector's CAD system. Each license represents one workstation, not concurrent user

Part Number CAD-MJ
Description MULTI-JURISDICTIONAL DISPATCH OPTION
Long Description The multi-jurisdictional dispatch option allows SunGard Public Sector's CAD system to dispatch for multiple jurisdictions

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

For speed efficiency, SunGard Public Sector recommends that Group paging be setup with a paging services provider that supports group paging. For example, a volunteer fire station will need to have a single group Pager Identifier Number (PIN) set up that will alert all firefighters for that specific station. Without Group paging the Paging Module would have to process each individual firefighters pager which could result in slow notification of all personnel. The Customer is required to provide a dedicated phone line and external modem for use by the Paging Module only. The Customer is also responsible for all items such as pagers, paging service fees, installation charges, required network, etc.

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

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

Part Number CAD-INT-PG
Description SUNGARD PUBLIC SECTOR S INTERFACE TO PAGEGATE

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

Part Number CAD-C2C

Description CAD 2 CAD

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

In addition to call routing, other features of C2C include

- Notification of completed transfer
- Notification of transferred call dispatched
- Notification of failed call transfer if the recipients C2C system is down
- Notification of Nature Code change by originating agency
- Transfer of remarks between C2C events
- Relay of ProQA summary information (if used)
- Notification of ProQA response upgrades or downgrades

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

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

Part Number CAD-E911

Description E911 INTERFACE MODULE

Long Description The E911 Interface allows SunGard Public Sector's CAD to communicate to the E911 controller's ANI/ALI serial port

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

Part Number CAD-MRM

Description CAD RESOURCE MONITOR DISPLAY LICENSE WITH MAPS

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

Part Number CAD-RR

Description RIP AND RUN PRINTING/FAXING MODULE

Long Description The Rip and Run Module allows for remote call notification reports (network printing, faxing, and email) at Fire/EMS stations When units are dispatched, the station receives a Dispatch Report that includes (location, nature, x-streets, call taker notes, premise alerts, street notes, medical priority level, etc.) The customer can configure Rip and Run Module to send one Dispatch Report to each responding station or a Dispatch Report for each responding unit When all units clear the call, each station dispatched will automatically receive a CAD Event Report containing the full radio and event log for the call

For printing, the Rip and Run Module requires each printer to be a network laser printer compatible with Windows 2000 or higher OS Faxing requires a dedicated phone line, fax machine, and WinXP/WIN2003 faxing services Emailing requires that the machine running the Rip and Run application be configured by the customer for Email support Stations can be configured for either network printing, faxing or emailed reports

Part Number CAD-RS

Description CAD ROSTER MODULE

Long Description The CAD Roster Module interfaces CAD with user defined personnel rosters CAD then automatically monitors these rosters and units roll on and off duty without dispatcher intervention

Part Number CAD-CAPLUS-T11

Description CRIME ANALYSIS PLUS

Long Description Crime Analysis module that combines data from both OSSI CAD and OSSI RMS CA Plus allows Crime Analysts to perform predictive future-crime analysis, identify high crime areas, pin-map events, and eliminate hours of research and mapping Designed to download, view, and analyze incidents from CAD and RMS, Crime Analysis Plus features easy-to-use navigation, analysis tools, pattern librarian, and time slice function

Part Number CAD-FIREHOUSE

Description FIREHOUSE RMS INTERFACE

Long Description The Firehouse interface allows CAD to provide Firehouse software a one direction transfer of data for call incident number, units and associated times SunGard Public Sector's CAD creates tables within a specified directory which Firehouse may then import into their application Firehouse application software does not provide any data to CAD

Part Number CAD-PQA-MED

Description MEDICAL PROQA INTERFACE

Long Description SunGard Public Sector has developed an interface to ProQA's windows version of Medical Dispatch SunGard Public Sector does not include the license fees for the ProQA software because the Customer normally acquires ProQA application software direct from Priority Dispatch Priority Dispatch also requires that all communicators be trained and certified on their ProQA product by a certified instructor

The Customer must acquire the training from Priority Dispatch If the Customer already has ProQA, the Customer should verify that the ProQA release is compliant with SunGard Public Sector's supported release

ProQA software must be installed, tested and operational at all applicable workstations prior to SunGard Public Sector installing the CAD interface

Part Number CAD-INT-ZOLL

Description CAD INTERFACE TO ZOLL PATIENT CARE REPORTING SOFTWARE

Long Description OSSI CAD offers a one way interface with Zoll Patient Care Reporting Software (Zoll) OSSI CAD will publish detailed incident information in an XML file that Zoll will retrieve and process for use within their product line, including delivery to the Zoll MCT

This line item is limited to SunGard Public Sector's interface The purchase of Zoll's software, interface, and related wireless communications are the sole responsibility of the customer

Part Number CAD-PROJ-MGNT

Description CAD PROJECT MANAGEMENT

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

Part Number CAD-PROF-ADD-TECH

Description ADDITIONAL TECHNICAL PROFESSIONAL SERVICES - HARDWARE AND BASE TECHNICAL ENVIRONMENT PREPERATION

Long Description Temporary CAD build environment set-up/migration to production (5 days)

Network Design--Active Directory (10 days)

CJIS Gap Analysis (9 days)

Stratus Server Implementation (16 days)

Installation of data back-up (1 5 days)

Technical consultation throughout project (25 days)

SunGard application installation/initial configuration (9 5 days)

Part Number CAD-PROF-ADD-TECH

Description ADDITIONAL TECHNICAL PROFESSIONAL SERVICES - HARDWARE AND TECHNICAL PROJECT PLANNING AND KICKOFF

Long Description up to 4 days of service for Application Implementation Consultant project contract review, planning, and kick-off

Part Number CAD-PROF-ADD-QA

Description ADDITIONAL QA PROFESSIONAL SERVICES - CAD PROJECT PLANNING AND KICKOFF

Long Description up to 4 days of service for Application Implementation Consultant project contract review, planning, and kick-off

Part Number CAD-PROF-ADD-QA

Description ADDITIONAL QA PROFESSIONAL SERVICES - MOCK GO LIVE

Long Description Up to 39 days assistance with mock go live preparation, execution, and follow-up

Part Number CAD-PROF-ADD-QA

Description ADDITIONAL QA PROFESSIONAL SERVICES - GO LIVE ASSISTANCE

Long Description 5 days on-site go live support by a team of 7 SunGard resources

Part Number CAD-PROF-ADD-QA

Description ADDITIONAL QA PROFESSIONAL SERVICES - POST GO LIVE IMPLEMENTATION SUPPORT

Long Description Up to 15 days of misc issue resolution and assistance to facilitate project close-out

Part Number CAD-PROF-ADD-QA

Description ADDITIONAL QA PROFESSIONAL SERVICES - CAD BUILD

Long Description Up to 49 days of service for assistance configuring CAD, CAD standard interfaces, and maps

Standard interface configuration and testing (10 days)

Map configuration and verification (19 days)

Misc configuration assistance throughout the project (20 days)

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

Up to 13 days of service for conducting 3 remote CAD data audits and 3 post-audit system reviews (2 on-site)

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

for P&E and Quartermaster (2 devices)

Part Number CAD-PROF-ADD
Description ADDITIONAL PROFESSIONAL SERVICES - TRAINING COORDINATION
Long Description Services (up to 180 hrs) for coordination of SunGard training schedule and resources, as well as post-contract finalization and documentation of training plan

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

CAD Power User Training for participants in Mock Go Live

Class Duration
4 classroom days, 1 day preparation and follow-up

Part Number CAD-PROF-ADD
Description ADDITIONAL PROFESSIONAL SERVICES - CAD TRAINING FOR RECORDS PERSONNEL
Long Description Services provided by SunGard Public Sector product or training specialists Services may include but are not limited to add-on module training, refresher training, system analysis, or consulting

CAD Training For Records Personnel

Class Duration 2 classroom days, 1 day of preparation and follow-up

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

CAD Roster Module Training

Class Duration 5 day, to be conducted in conjunction with CAD User Training

Part Number CAD-PROF-ADD
Description ADDITIONAL PROFESSIONAL SERVICES - CAD TRAIN THE TRAINER TRAINING
Long Description Services provided by SunGard Public Sector product or training specialists Services may include but are not limited to add-on module training, refresher training, system analysis, or consulting

CAD Train the Trainer - CAD Trainer Preparation

Class Duration 8 classroom days, 1 day of preparation and follow-up For agency personnel preparing to conduct training on ONESolution CAD

Part Number CAD-PROF-ADD
Description ADDITIONAL PROFESSIONAL SERVICES - EXTENDED ON-SITE GO LIVE SUPPORT
Long Description Services provided by SunGard Public Sector product or training specialists Services may include but are not limited to add-on module training, refresher training, system analysis, or consulting

Extended On-site go live support

Class Duration 5 days on-site by a CAD trainer for misc end-user support and assistance in the 911 Centers

Part Number CAD-PROF-ADD
Description ADDITIONAL PROFESSIONAL SERVICES - CAD POST GO LIVE FOLLOW UP TRAINING
Long Description Services provided by SunGard Public Sector product or training specialists Services may include but are not limited to add-on module training, refresher training, system analysis, or consulting

Post go live follow up training

Class Duration 5 day post go live training classes for 911 operators / 8 classes (4 days) plus 1 day of trainer preparation and follow-up

Part Number CAD-MNT-TRN

Description CAD MAINTENANCE TRAINING

Long Description Training for key personnel and system administrators (4-6 people max) responsible for system configuration (including setting codes to reflect agency business practices) and maintenance Class duration = 4 classroom days, 1 day preparation and follow-up

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

Part Number CAD-USR-TRN

Description CAD USER TRAINING

Long Description Training for end-users (10 people max) on base CAD Topics include navigation, call-processing, dispatching, searching, and reporting

Class duration = 4 classroom days, 1 day preparation and follow-up For 911 operators

Part Number RMS-WEB-TRN

Description RMS WEB-BASED TRAINING - WEB BASED CAD RESOURCE MONITOR TRAINING WEBINAR

Long Description Services provided by SunGard Public Sector's OSSI Product or Training Specialists Services may include but are not limited to add-on module training, refresher training, system analysis, or consulting

Web Based CAD Resource Monitor Training Webinar

Class Duration one instructor-led web-training session of up to 4 hours focusing on CAD Resource Monitor

Part Number CAD-TRN-CORE

Description CORE TEAM SYSTEM ORIENTATION

Long Description Provides a demonstration and discussion of the entire OSSI system purchased, focusing on information flow, system integration, and key configuration decisions to be made during the implementation Intended for Customer's build team and key personnel responsible for decisions regarding the OSSI application configuration and workflows

Two SunGard trainers for 3 classroom days, 1 day preparation and follow-up each Build-team boot camp

Duration 3 classroom days, 1 day preparation and follow-up

Max Attendance up to 10 (more than 10 must be mutually agreed upon by SunGard and Customer)

Part Number RMS-BASE-150

Description BASE RECORDS MANAGEMENT SYSTEM - 150 WORKSTATIONS

Long Description SunGard Public Sector's Client Server Version of RMS (requires Microsoft's Windows 2000 Server or higher) includes

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

Part Number RMS-MJ

Description MULTI-JURISDICTIONAL RMS OPTION

Long Description This allows SunGard Public Sector's Records Management System to store and retrieve records for multiple jurisdictions using one server

Part Number RMS-ACCIDENT-150

Description BASIC ACCIDENT MODULE - 150 WORKSTATIONS

Long Description The Accident Module provides the ability to capture basic crash related data elements and crash diagrams from accidents and replicate the information to the state specific form for printing

Part Number RMS-ASSET-20

Description ASSET MANAGEMENT MODULE-20 WORKSTATION

Long Description Enables an agency to enter and track equipment assignment and maintenance records

Part Number RMS-BAR-CLIENT

Description BAR CODING HAND-HELD CLIENT LICENSE (EACH)

Long Description SunGard Public Sector's Bar-coding Client Software allows for the following business functions

Batch processing, including transfers, dispositions, chain of custody transactions and inventory functions

License is per workstation

Part Number RMS-BAR HOST-150

Description BAR CODING SERVER LICENSE - 150 WORKSTATIONS

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

Part Number RMS-BIKE-5

Description BIKE REGISTRATION MODULE - 5 WORKSTATION

Long Description This module tracks the registration of bicycles with the agency This module tracks owner, the physical description of the bike, agency issued registration number, serial number and OAN and other relative information

Part Number RMS-CA

Description CRIME ANALYSIS MODULE

Long Description The Crime Analysis Module provides the ability to pin map events from one or more OSSI RMS application modules simultaneously and identify high crime areas within defined geographic polygon regions This product includes several forecasting and time series tools These features will provide agencies with powerful investigative information that can save personnel hours and assist in identifying resource deployment strategies based upon historical events

Site license for Crime Analysis (pin mapping multiple modules, Time Analysis and ComStat)

Part Number RMS-CANINE

Description CANINE TRACKING MODULE

Long Description This module is designed to collect information related to activities where a K-9 team has become involved This add-on module is available in RMS 5.0 and 8.0 versions

This module participates in the existing RMS security model allowing the customer to assign user access rights to the K-9 module Multiple K-9 activities may be associated with one K-9 record The module will allow for collection of both "training" and "working" activities "Working" activity is defined as non-training events where the K-9 team has become involved The K-9 tracking module participates in the involvement subsystem by establishing involvements between a valid Incident report record and the K-9 record linked by a common case number An involvement will also be created to the master location record associated with the K-9 activity If a K-9 team checks multiple locations or dwelling where there are multiple hits, the K-9 officer will receive multiple case numbers for the activity In this case, multiple K-9 records will be created and each hit will be treated as a separate event

Part Number RMS-CFS-150

Description CALLS FOR SERVICE MODULE - 150 WORKSTATIONS

Long Description The Calls for Service Module allows users to enter and maintain calls for service events within the agency

Part Number RMS-CRIMELAB

Description CRIME LAB MODULE

Long Description The Crime Lab module will allow for the tracking of evidence items that require lab processing either within the department or outside the department The items will be tracked within the Crime Lab module to ensure chain of custody documentation exists and that crime lab disposition information is recorded and made available to applicable personnel The status of and status dates of each evidence item requiring lab processing will be maintained to facilitate summary reporting and ensuring lab requests are followed up on in a timely basis This module will have separately assigned security rights within RMS

Part Number RMS-DOCSCAN

Description DOCUMENT SCANNING AND STORAGE

Long Description Allows the Customer to scan documents using a TWAIN compliant scanner and store the image associated with the currently viewed SunGard Public Sector record The stored document will allow areas to be marked confidential and blocked from view and "sticky notes" may be added SunGard Public Sector will provide a list of recommended scanners at the request of the agency

Part Number RMS-GANG

Description GANG TRACKING MODULE

Long Description The Gang Tracking Module collects names and information associated with the various gangs including members, associates, and locations This module also has the capability to separately record gang activity and events

Part Number RMS-INTELLIGENCE

Description INTELLIGENCE MODULE

Long Description The OSSI RMS Intelligence Module allows tracking of a master intelligence investigation and associate multiple activities associated with the master investigation. Activity records accommodate activity types such as surveillances, drug buy/sales, etc. Each activity contains related names, vehicles, and master phone database entries. Intelligence participates in the notification subsystem, system attachments, and the involvement subsystem. Enhanced security exists hiding involvement summary from users not authorized to access the Intelligence module components

Part Number RMS-LINK-T11

Description LINK ANALYSIS MODULE

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

Part Number RMS-PSD

Description PROFESSIONAL STANDARDS (INTERNAL AFFAIRS) MODULE

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

Part Number RMS-MAP-150

Description RMS MAP DISPLAY AND PIN MAPPING LICENSE - 150 WORKSTATIONS

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

Part Number MAP-CONVERTER

Description MAP CONVERTER SOFTWARE

Long Description This software converts ESRI based map data to a format useable by SunGard Public Sector's product line

Part Number RMS-MAP-INIT

Description FIRST RMS MAP DISPLAY AND MAP MAINTENANCE

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

- Pin Mapping of Search Results
- Map Edit and Maintenance
- Map Display for One Workstation

Does not include any GIS data, related attribute data or digitizing services. Should Customer elect to maintain their maps with OASIS, they should use this license exclusively as a map editor and not as a RMS display license

Part Number RMS-NTF-150

Description NOTIFICATION MODULE - 150 WORKSTATIONS

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

Part Number RMS-PS-5

Description PAWN SHOP/PAWN WATCH - 5 WORKSTATION

Long Description Module to record pawned/bought property records from pawn shops in the jurisdiction. Pawn Watch is an add-on module that allows the Customer to create user defined 'watches' against existing and future pawn tickets entered from the Pawn Module. These watches generate 'hit' reports notifying the requesting investigator of a Pawn Watch match

Part Number RMS-PS-BATCH

Description PAWN BATCH TICKET PROCESSING MODULE

Long Description This module provides the ability to batch process pawn shop tickets via floppy disk with OSSI RMS Name Candidating as an option. The Customer is responsible for converting the pawn shop records into SunGard Public Sector's standard import format. SunGard Public Sector does not support dialing the shops to obtain their files

Part Number RMS-POP-10

Description PROBLEM ORIENTED POLICING MODULE - 10 WORKSTATION

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

Part Number RMS-P&E-5
Description PROPERTY AND EVIDENCE MODULE - 5 WORKSTATION
Long Description Includes software to track and keep inventory of property stored in an evidence environment. The software is bar code compliant, however, bar code software and hardware is not included

Part Number RMS-P2P
Description POLICE TO POLICE INTERNET DATA SHARING
Long Description SunGard Public Sector's OSSI Police to Police (P2P) application is a browser-based solution that enables public safety agencies to share information from their

Records Management System while maintaining complete control over their own RMS

Currently, this functionality includes

- Base Name Query
- Base Incident Query
- Base Pawn Query
- Base Vehicle Query
- Base Property Query
- Mugshots with Line-ups
- Basic first-level involvements plus detail page views of many involvements

Each Site must provide the following

- Each site must have a firewall that is approved by SunGard Public Sector
 - Each site must have a constant Internet connection to a Windows 2000 Workstation or Server (minimum 256kbps Bandwidth), not a dial-up to host their data
 - Each site must provide PCAnywhere access to the desktop of the server above for SunGard Public Sector to support via the Internet
-

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

Part Number RMS-RPRF
Description RACIAL PROFILING MODULE
Long Description The Racial Profile module allows officers to document required traffic stop information. Each agency's form for racial profile data collection may vary and must be approved by Product Management

Part Number RMS-RL-20
Description REMOTE LINEUP APPLICATION - 20
Long Description The OSSI Remote Lineup Application allows users to create an 8 Image Lineup within OSSI RMS and have the images and miscellaneous lineup information sent to a remote workstation/laptop to facilitate the lineup process while disconnected from the network. Information about the lineup (witness/victim shown to, date/time shown, location, others present, etc.) is collected in conjunction with the lineup procedure. The witness/victim may interactively make their suspect selection or make no selection. Results of the lineup may be transferred from the laptop back to RMS for archive purposes

Part Number RMS-RSW-20
Description RESIDENTIAL SECURITY WATCH MODULE - 20 WORKSTATION
Long Description This module records residential establishments or other locations that need special monitoring. The results of officer's patrol activities are recorded for each special location. Module interfaces with SunGard Public Sector's CAD System to notify Communicator of existing active Residential Security Check at a particular location

Part Number RMS-TRAIN-15
Description TRAINING MODULE - 15 WORKSTATION
Long Description The Training Module records employees' training history within the agency including courses taken, earned certifications including re-certification tracking, and earned titles

Part Number RMS-WIZ-BASE
Description ACCIDENT WIZARD BASE SERVER LICENSE
Long Description This provides the Accident Drawing Wizard Server License. This module is required to provide the ability to use the wizard on any workstation, mobile or on the LAN

Part Number RMS-WIZ-CLIENT
Description ACCIDENT WIZARD WORKSTATION LICENSE

Long Description This provides the accident drawing wizard per workstation license Visio 2000 standard edition or higher is required on each workstation or laptop

Part Number RMS-INCDEF-INTF

Description INTERFACE TO INCODE COURT SYSTEM

Long Description The purpose of this interface is to move name demographic data and citation charge data from RMS to the Incode court software

Part Number RMS-INCDEF-CIT2RMS

Description INCODE COURTS TO RMS INTERFACE

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

Part Number RMS-PROJ-MGNT

Description PROJECT MANAGEMENT FOR RMS

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

Part Number RMS-PROF-ADD-QA

Description ADDITIONAL QA PROFESSIONAL SERVICES - RMS PROJECT PLANNING AND KICKOFF

Long Description up to 4 days of service for Application Implementation Consultant project contract review, planning, and kick-off

Part Number RMS-PROF-ADD-QA

Description ADDITIONAL QA PROFESSIONAL SERVICES - RMS BUILD

Long Description Up to 34 5 days of service for assistance configuring RMS and RMS standard interfaces, including

Misc remote configuration assistance throughout the project (30 days)

Conduct 23 remote RMS data audits and one remote system review (4 5 days)

Part Number RMS-PROF-ADD-QA

Description ADDITIONAL QA PROFESSIONAL SERVICES - IBR CONSULTING

Long Description Up to 5 days of assistance with configuring and testing IBR reporting

Part Number RMS-PROF-ADD-QA

Description ADDITIONAL QA PROFESSIONAL SERVICES - NBRIS CONSULTING

Long Description up to 150 hours of remote consultation with NBRIS reporting process

Part Number RMS-PROF-ADD-QA

Description ADDITIONAL QA PROFESSIONAL SERVICES - MISC BUILD ASSISTANCE

Long Description Up to 70 days of services to address currently unknown project needs To be used as needed for remote or on-site assistance

Part Number RMS-PROF-ADD-QA

Description ADDITIONAL PROFESSIONAL SERVICES - RMS CRIME ANALYSIS PLUS TRAINING

Long Description RMS Crime Analysis Plus Training

Class Duration 2 5 days of instructor-led training and reports assistance

Part Number RMS-PROF-ADD-QA

Description ADDITIONAL PROFESSIONAL SERVICES - OS DASHBOARD TRAINING

Long Description ONESolution Dashboard Training

Class Duration 1 day of instructor-led web-training (divided into separate administrator and user classes), 5 day of trainer preparation and follow-up

Part Number RMS-PROF-ADD

Description ADDITIONAL PROFESSIONAL SERVICES - POST ORIENTATION ASSISTANCE

Long Description Services provided by SunGard Public Sector's product or training specialists Services may include but are not limited to add-on module training, refresher training, system analysis, or consulting

up to 2 days of remote assistance and consultation following Core Team System Orientation and in preparation for Maintenance Training

Part Number RMS-PROF-ADD

Description ADDITIONAL PROFESSIONAL SERVICES - MOCK GO LIVE DOCUMENT PREPERATION

Long Description Services provided by SunGard Public Sector's product or training specialists Services may include but are not limited to add-on module training, refresher training, system analysis, or consulting

Up to 3 5 days of assistance preparing procedures and documentation for on-site mock go live

Part Number RMS-PROF-ADD
Description ADDITIONAL PROFESSIONAL SERVICES - RMS DATA AUDITS
Long Description Services provided by SunGard Public Sector's product or training specialists Services may include but are not limited to add-on module training, refresher training, system analysis, or consulting

Up to 8 days total for 2 on-site system reviews following RMS data audits

Part Number RMS-PROF-ADD
Description ADDITIONAL PROFESSIONAL SERVICES - RMS EXTENDED ON-SITE GO LIVE SUPPORT
Long Description Services provided by SunGard Public Sector's product or training specialists Services may include but are not limited to add-on module training, refresher training, system analysis, or consulting

RMS Extended On-Site Go Live Support

Class Duration 5 days on-site by a Records Management trainer for misc end-user support and assistance in Records, investigations

Part Number RMS-PROF-ADD
Description ADDITIONAL PROFESSIONAL SERVICES - RMS POST GO LIVE FOLLOW UP TRAINING
Long Description Services provided by SunGard Public Sector's product or training specialists Services may include but are not limited to add-on module training, refresher training, system analysis, or consulting

RMS Post Go Live Follow Up Training

Class Duration 5 day post go live training classes for end-users (records, investigators, crime analysts) / 14 classes (7 days) plus 2 days of trainer preparation and follow-up

Part Number RMS-MNT-TRN
Description RMS MAINTENANCE TRAINING
Long Description Training for system administrators and key personnel (4-6 people max) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance Topics include selecting application settings and building code tables Class duration 4 classroom days, 1 day trainer preparation and follow-up

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

Part Number RMS-TTT-TRN
Description RMS TRAIN THE TRAINER TRAINING - PRE GO LIVE
Long Description RMS Train The Trainer Training

Class Duration 8 classroom days plus 1 day trainer preparation and follow-up focusing on preparing to train investigators and users of specialty modules

Part Number RMS-USR-TRN
Description RMS USER TRAINING
Long Description Training for end-users (10 people max) on base RMS Topics include navigation, data entry, searching, and reporting Class duration 4 classroom days, 1 day of preparation and follow-up

SunGard Public Sector recommends purchasing the companion computer-based training "RMS Basics" CD-ROM as a learning aid for each person attending RMS User training

Part Number RMS-ADD-TRN
Description RMS ADD TRAINING - RMS POWER USER TRAINING FOR MOCK GO LIVE
Long Description RMS Power User Training

Class Duration 4 classroom days, 1 day preparation and follow-up For participants in mock go live

Part Number RMS-ADD-TRN
Description RMS USER TRAINING FOR 911 OPERATORS
Long Description RMS User Training for 911 operators

Class Duration 8 classes 1 classroom day per class Pricing includes 1 day of preparation and follow-up for every 4 days purchased (for a total of 2 days)

Part Number RMS-ADD-TRN
Description RMS SPECIALTY MODULE ADD-ON USER TRAINING
Long Description Training for Add-On OSSI RMS Modules to include

Link Analysis--2 classes @ 5 days = 1 day
Notifications--2 classes @ 5 days = 1 day

Remote Line-up--2 classes @ 1 day = 2 days
Document Scanning--2 classes @ 5 day = 1 day
Quartermaster Training--1 class @ 1 day = 1 day
Property and Evidence Training--1 class @ 2 days = 2 days
SunGard trainer preparation and follow-up 2 days

Total 10 Days

Part Number RMS-WEB-TRN
Description RMS WEB-BASED SPECIALTY MODULE TRAINING WEBINAR
Long Description RMS WEB-BASED SPECIALTY MODULE TRAINING WEBINAR

To consist of instructor-led web-based training (up to 4 hours per session 1 day = 2 sessions)

Accident--1 class @ 5 day = 1/2 day
Asset Management 1 class @ 5 day = 1/2 day
Intelligence--1 class @ 5 day = 1/2 day
Problem-Oriented Policing--1 class @ 5 day = 1/2 day
Racial Profiling--1 class @ 5 day = 1/2 day
Training--1 class @ 1 day = 1 day
Bike Registration--1 class @ 5 days = 1/2 day
Canine --1 class @ 5 day = 1/2 day
Crime Analysis--1 class @ 5 day = 1/2 day
Calls for Service-1 Class @ 5 day = 1/2 day
Gang--1 class @ 5 day = 1/2 day
Ordinance--1 class @ 5 day = 1/2 day
Pawn Shop/Watch--1 class @ 5 day = 1/2 day
Crime Lab--1 class @ 1 day = 1 day
Residential Security Watch--1 class @ 5 day = 1/2 day
Trainer preparation and follow-up 2 days

Total 10 1/2 Days

Part Number RMS-DATACNV
Description DATA CONVERSION RMS / CAD

Long Description SunGard will convert data from the following modules to the corresponding OSSI RMS and CAD modules

RMS

Master Names \$7,600
Mugshots \$6,200
Arrests (Adult and Juvenile) \$4,500
Evidence \$7,100
Incidents with assoc Property & Vehicles \$8,100
Calls-For-Service \$5,200
Attachments \$6,400
Citation \$5,400
Warrant \$6,300
Accident \$9,800
Field Contact \$2,600
Personnel and Training \$4,600

CAD

Event History (6 to 12 Months)
Active Business Sites \$16,800

TOTAL See Exhibit 1 for pricing

The specific scope of services will be controlled by the terms of a separately executed statement of work (SOW) containing the data conversion plan

Part Number MCT-BMS-T12
Description BASE MOBILE SERVER SOFTWARE UP TO 300 WORKSTATIONS
Long Description Server license of SunGard Public Sector's Mobile Server Software to support up to 300 Mobile Units registered on the Message Switch (not concurrent mobile users) Mobile Server processes all mobile inquiries to SunGard Public Sector's CAD and RMS databases

Part Number MCT-AVL-CAD
Description CAD CLIENT AVL LICENSE
Long Description SunGard Public Sector's Automatic Vehicle Locator (AVL) software for the CAD workstation allows the communicator to view/track/find mobile units in the field This product requires that the customer purchase maps

Part Number MCT-AVL-CLIENT
Description MCT CLIENT - AVL
Long Description SunGard Public Sector's Automatic Vehicle Locator (AVL) software for the mobile computer allows the user to have a "moving map display" in the vehicle and transmit their location back to CAD. CAD users are able to display and track vehicles equipped with SunGard Public Sector's AVL.

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

Part Number MCT-AVL-SERV
Description AVL INSTALLATION AND TRAINING
Long Description Two days on-site for installation and training of AVL. Training includes instruction for system administrators (4-6 people max) on setting up and maintaining AVL, as well as instruction for end-users (10 people max) on using the application.

Part Number MCT-CLIENT
Description MCT CLIENT - DIGITAL DISPATCH
Long Description Workstation license for the application software for the mobile unit allows the unit to receive and transmit digital (silent) dispatching, car-to-car and car-to-console messaging, premises and call information, magstripe reading (where available), perform local, State and NCIC queries, and receive search information and mugshots from RMS.

Any additional hardware must be purchased separately.

Part Number MCT-MAP
Description MCT CLIENT - MAPS
Long Description Provides the ability for officers to view maps, automatically display the location of a CAD event, and view multiple layers of the same map available in CAD. Maps also allow officers the ability to pin map mobile search results.

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

Part Number MCT-MFR-OFF
Description MFR CLIENT - BASE INCIDENT/OFFENSE
Long Description The Incident/Offense Module provides the ability for officers to enter Incident Reports, Supplement Reports and Field Contacts on the mobile unit. Officers can also perform basic IBR or UCR edits on Incident Reports. The Module provides a notes field in each Module (Incident, Supplements and Field Contacts) to capture narrative.

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

Part Number MCT-MFR-ARREST
Description MFR CLIENT - ARREST
Long Description The Arrest Module allows officers using SunGard Public Sector's Mobile product to capture data for SunGard Public Sector's standard Arrest Module in RMS.

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

Part Number MCT-MFR-AFF
Description MFR CLIENT - ARREST AFFIDAVIT
Long Description This client specific module is for the creation of the Arrest Affidavit from the field. The arrest data is transferred to the Arrest Module within RMS. It allows for the remote printing of the affidavit. It does not include printing hardware. Each agency's affidavit form may vary and must be approved by Product Management.

Part Number MCT-MFR-CANINE
Description MFR CLIENT - CANINE
Long Description Canine Module in Mobile Field Reporting.

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

Part Number MCT-MFR-MBLN-CLIENT
Description MFR CLIENT- MOBLAN VERSION
Long Description Provides the ability for the officer to enter Incident Reports, Supplement Reports, Field Contacts and Supervisory Review on the agency's RMS LAN. Officers can also perform basic IBR or UCR edits on Incident Reports. The Module provides a notes field in each module (Incident, Supplements and Field Contacts) to capture the narrative and also provides spell check capability.

Part Number MCT-MFR-REV-T5

Description REVIEW MODULE FOR FIELD REPORTING UP TO 150 WORKSTATIONS

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

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

Part Number MCT-MFR-RACEPROF

Description MFR CLIENT - RACIAL PROFILING

Long Description The Racial Profile module has been developed for both MFR and RMS applications and allows officers to document required traffic stop information from their mobile computers, MobLAN or RMS. Agencies may use any or all of these methods to record traffic stop data. Each agency's form for racial profile data collection may vary and must be approved by Product Management.

Part Number MCT-INT-FHS

Description MCT INTERFACE TO FIREHOUSE

Long Description OSSI MCT supports the ability to request Occupancy data from within the FireHouse® package. The objective of this interface is to give MCT units access to specific occupancy data stored in FireHouse Software® while responding to emergencies. Units will be provided with critical real time preplan data while en route and on scene.

Part Number MCT-SWI

Description STATE/NCIC MESSAGING SOFTWARE

Long Description The Message Switch software includes a query interface from the SunGard Public Sector Application to the State computer system and to the FBI/NCIC system via the state system.

The Message Switch will allow for the following functions:

- Workstation-to-Workstation messaging
- State/NCIC query interface directly from the Data Entry window
- Automatic State/NCIC query on license plates from CAD
- Responses from the State will come back to the user in the message queue

The Message Switch must run on Windows 2000 Server or higher, not a Workstation, due to Client Access License limitations of the workstation. PC Anywhere and an external modem are required on the Message Switch server. The Message Switch supports basic State/NCIC queries. All State/NCIC data entry functions must be performed with state supplied software or technology.

Part Number MCT-MIS

Description LAN CLIENT LICENSE FOR MESSAGE SWITCH

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

The Message Switch Client provides the following functions:

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

Part Number MCT-SWI-S2S

Description SWITCH TO SWITCH

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

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

Part Number MCT-PROJ-MGNT

Description PROJECT MANAGEMENT SERVICES

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

Part Number MCT-PROF-ADD-QA

Description ADDITIONAL QA PROFESSIONAL SERVICES - MOBILE AND INTERNET APPLICATION PLANNING AND KICKOFF

Long Description up to 4 days of service for Application Implementation Consultant project contract review, planning, and kick-off.

Part Number MCT-PROF-ADD-QA

Description ADDITIONAL QA PROFESSIONAL SERVICES - INTERNET APPLICATION SERVICES

Long Description Up to 7 5 days for remote assistance with installation and configuration of P2P, OpsCenter, P2C, and ONESolution Dashboards

Part Number MCT-PROF-ADD-QA

Description ADDITIONAL QA PROFESSIONAL SERVICES - ENHANCED REQUIREMENT VERIFICATION PLANS

Long Description Up to 29 days of service related to preparation, execution, and follow-up related to Requirements Verification Plans for CAD, RMS, and MCT/MFR

Part Number MCT-PROF-ADD-QA

Description ADDITIONAL QA PROFESSIONAL SERVICES - DIGITAL DISPATCH INSTALL

Long Description Up to 1 day of service for installation and initial configuration of digital dispatch

Part Number MCT-PROF-ADD-TECH

Description ADDITIONAL TECHNICAL PROFESSIONAL SERVICES - MESSAGE SWITCH SERVICES

Long Description Up to 9 days of assistance with message switch requirements, including CJIS compliance, LEADS diagram and communication, NCIC user certification

Part Number MCT-PROF-ADD

Description ADDITIONAL PROFESSIONAL SERVICES - MCT EXTENDED ON-SITE TRAINING SUPPORT

Long Description Services provided by SunGard Public Sector product or training specialists Services may include but are not limited to add-on module training, refresher training, system analysis, or consulting

MCT Extended On-site Training Support

Duration 5 days on-site by a mobile applications trainer for misc end-user support related to MCT, MFR, and Moblan

Part Number MCT-PROF-ADD

Description ADDITIONAL PROFESSIONAL SERVICES - POST GO LIVE MFR FOLLOW UP TRAINING

Long Description Services provided by SunGard Public Sector product or training specialists Services may include but are not limited to add-on module training, refresher training, system analysis, or consulting

Post go live MFR follow up training

Class Duration 5 day post go live training classes for MFR and Moblan end-users / 20 classes (10 days) plus 2 days of trainer preparation and follow-up

Part Number MCT-MNT-TRN

Description MCT MAINTENANCE TRAINING

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

Part Number MFR-MNT-TRN

Description MOBILE FIELD REPORTING MAINTENANCE TRAINING

Long Description Training for system administrators and key personnel (4-6 people max) responsible for system configuration (including setting codes reflecting agency business practices) and maintenance Topics include setting up the MFR application on the server and laptops, report submission and approval, and key interactions with RMS

Class duration 1 day on-site set-up, 1 classroom day, 1 day additional preparation and follow-up

Part Number MCT-TTT-TRN

Description MCT TRAIN THE TRAINER TRAINING

Long Description MCT Train the Trainer - Trainer Preparation

Class Duration 3 classroom days, 1 day trainer preparation and follow-up

Part Number MFR-TTT-TRN

Description MOBILE FIELD REPORTING TRAIN THE TRAINER TRAINING

Long Description MFR Train the Trainer - Trainer Preparation

Class Duration 6 classroom days, 1 day trainer preparation and follow-up

Part Number MCT-ADD-TRN

Description MCT & MFR POWER USER TRAINING

Long Description Training for MCT and MFR Add-on Modules to include

MCT & MFR Power User Training

Class Duration 4 classroom days, 1 day preparation and follow-up For participants in mock go live

Part Number MCT-ADD-TRN

Description MCT & MFR SPECIALTY MODULES ADD ON USER TRAINING -

Long Description Training for MCT and MFR Add-on Modules to include

To be conducted on-site in conjunction with MFR User Training (base)

Accident--2 Classes @ 1 day = 2 days
Arrest--2 Classes @ 5 days = 1 day
Citation--2 Classes @ 5 day = 1 day
Racial Profiling-- 1 Class @ 5 day = 1/2 day

Total 4 1/2 days

Part Number RMS-WEB-TRN
Description MFR SPECIALTY MODULE WEB-BASED USER TRAINING

Canine Module-- 2 classes @ 5 day = 1 day
Long Description Services provided by SunGard Public Sector's OSSI Product or Training Specialists Services may include but are not limited to add-on module training, refresher training, system analysis, or consulting

MFR Specialty Module Web Based User Training

Class Duration Instructor-led webinar up to 4 hours per class on Canine module

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

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

Part Number INT-OPSRMS
Description OPS RMS
Long Description OpsRMS is a browser-based application that provides remote view-only access to the Customer's SunGard Public Sector Records Management System The application provides a secure method for a Customer to search names, vehicles and incidents

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

Part Number INT-P2C
Description Police 2 Citizen
Long Description Police to Citizen (P2C) is an Internet based application for citizens to search information posted by the agency Citizens can search accident reports, view daily bulletin and missing persons, view the Customer's calendar of events, and report basic incidents This application is easily customizable to the Customer's preference, allowing the agency to quickly change graphics and the information that is displayed on the portal

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

Part Number INT-PROJ-MGNT
Description Project Management Services for Internet Applications
Long Description Includes professional services from SunGard Public Sector for management oversight and coordination Public Sector for management oversight and coordination with the Customer's project management, SunGard Public Sector's internal resources and any third party vendors Includes coordinating with the customer's project manager all SunGard Public Sector related deliveries such as application software, implementation services, and scheduling of SunGard Public Sector's resources with the customer

Part Number RMS-WEB-TRN
Description OPS CAD WEB-BASED USER TRAINING
Long Description OPS CAD Web Based User Training

Class Duration 4 instructor-led webinars of up to 4 hours each, focusing on OpsCAD

Part Number RMS-WEB-TRN
Description OPS RMS WEB-BASED USER TRAINING
Long Description OPS RMS Web Based User Training

Class Duration 4 instructor-led webinars of up to 4 hours each, focusing on OpsRMS

Part Number RMS-WEB-TRN
Description P2P WEB-BASED USER TRAINING
Long Description P2P Web Based User Training

Class Duration 2 instructor-led web-classes (up to 4 hours each)

Part Number RMS-WEB-TRN
Description P2C WEB-BASED ADMINISTRATOR TRAINING
Long Description P2C Web Based Administrator Training

Class Duration 1 day of instructor-led web-training

CUSTOM MODIFICATIONS

RMS INTERFACES
CAD INTERFACES

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

Probable Cause Affidavit \$15,600

SunGard will develop a PC Affidavit sub-module to be launched from a tab within for MFR Incident. The PC Affidavit sub-module will allow officers to select an offender and offense/charge from the incident record and to enter a narrative and select the appropriate court for the affidavit. More than one PC Affidavit can be associated with an incident. PC Affidavits will be linked and saved with the Incident case record. Completed PC Affidavits can be printed from the PC Affidavit sub-module if compatible printer is installed and configured for printing in MFR. Information captured in the on the PC Affidavit sub-module within MFR Incident will be imported in to RMS with the parent MFR Incident record. The formatting of the PC Affidavit will be derived from the electronic copy of the PC Affidavit found on the Eugene and Springfield Base Camp website. SunGard will auto-populate fields on the affidavit with data entered in corresponding fields in the Incident module. With the exception of the fields noted above, no additional fields or signature capture functionality will be added to the Incident module to support the affidavit of probable cause. Additional information required on the printed affidavit will be completed by hand.

Civil Exclusion Orders \$13,200

SunGard proposes that officers will use the MFR Field Contact module to create an initial contact record. In the process of completing the field contact record, the officer will manually create a name alert in the Name Alert sub-module of the master name record of the subject. From the Name Alert screen, the officer will be able to generate two possible civil exclusion orders: Notice of Restricted Use or Notice to Show Cause.

SunGard will develop the functionality necessary to print the aforementioned civil exclusion orders from the MFR application within the Name Alert screen of a name record. Completed Civil Exclusion Orders can be printed from Name Alert screen access through the Field Contact module if a compatible printer is installed and configured for printing in MFR. SunGard will only pre-populate data elements on the civil exclusion orders that are already supported and captured within the MFR Field Contact module and the name record Name Alert screen. All other information on the civil exclusion orders will need to be filled in by hand.

The formatting for Restriction of Use and Show of Cause civil exclusion orders will be derived from the electronic copies of those forms found on the Eugene and Springfield Base Camp website.

Pawn Import from Rapid Pawn \$15,000

SunGard will develop a process to retrieve pawn ticket data from Rapid Pawn via SFTP protocol for Eugene and Springfield. Each agency will be able to configure its own process with a destination URL, username and password. A subsequent process will import pawn ticket data into the RMS Pawn Ticket module from XML batch files generated and stored in the SFTP location by the Rapid Pawn application. As is standard with pawn ticket imports in OneSolution RMS, it will be left to the agencies discretion whether or not to candidate names associated with imported name tickets for the purpose of other involvements.

Tyler Technology Incode Warrant (price as line item)

SunGard will develop an interface to import warrant information into the RMS Warrant module from XML files stored in a configurable network location. The warrant information as well as the XML format used for this import will be derived from the interface specifications and XML format provided by the Incode vendor. As an additional part of this import process, SunGard will develop functionality to import and attach imbedded PDF copies of the warrant report found in the XML provided by Incode to the RMS.

Warrant record created through the import. It is assumed that Incode will handle the exportation of warrant information to an accessible network location from SunGard OneSolution RMS.

For the second portion of this interface, SunGard will develop a process to export real-time warrant disposition information, in XML format, to a configurable network location. The warrant disposition information as well as the XML format used for this export will be derived from interface specification and the XML format provided by the Incode vendor. It is assumed that Incode will handle the importation of warrant disposition information from an accessible network location from the Incode application. This quote does not include any development effort or cost to complete the Tyler Technology InCode portions of this interface. This quote does not include any development effort or cost to complete the Incode portion of this interface.

Both portions of this interface will be run at configurable intervals and will be on a per warrant basis.

ACE Evidence Tracking 10,600

SunGard will develop a series of SQL views to expose basic report and related property information entered in the OneSolution RMS Incident module that may be queried by Softwaretech's ACE Evidence Tracking system. The data elements included in these views will be mutually agreed upon by SunGard and the vendor. SunGard will also create functionality that will allow an officer to view the status of property, as stored in the ACE Evidence Tracking application, associated to a particular case number in the RMS Incident module. It is also assumed that ACE Evidence Tracking will provide web service calls to support the property status view to be created in the SunGard OneSolution RMS Incident Module. This quote does not include any development effort or cost to complete the ACE Evidence portion of this interface.

The customer will be responsible for ensuring network security and accesses are configured properly for this interface to operate as designed.

Property Receipt (Voucher) \$11,800

SunGard will add functionality to the related property screens in the MFR Incident and Arrest modules to allow an officer to generate a property receipt for issuance to the subject from whom property has been confiscated. The functionality will be comprised of a new button added to the related property screen that will display a screen that will allow the user to select the names and property already entered in the incident to be printed on the property receipt. The formatting for the property receipt printed from MFR will be derived from the electronic property voucher provided by Eugene and Springfield OR. SunGard will auto-populate fields on this report with data entered in the corresponding fields within the Incident or Arrest modules. No additional data fields will be added to SunGard's software to support the property receipt. Information not collected in the software will be manually filled in on the printed receipt by the printing officer.

EIS Jails Interface \$16,400

SunGard will develop a process to transmit arrest information directly from the MFR Arrest module to the OSSIMOB (mobile) database. SunGard will create validations within MFR Arrest to ensure officers enter the minimum required information from which the EIS application can generate a booking record. Once an officer has entered the required arrest information, a newly created button can be used to trigger the Arrest data transmission for the specified arrest record. The transmission of arrest data will occur on a per arrest record basis. SunGard will develop a SQL view of the arrest records transmitted to the OSSIMOB (mobile) database in this way (this view will include the unique ID (mobilekey) associated with that name). From this SQL view the EIS Jails System can query and retrieve arrest data. It is assumed that EIS will handle their portion of accessing the arrest data SQL view and importing desired records.

When the mugshot is captured on the EIS side, EIS will be responsible for creating an image file in a pre-determined network directory location or SQL database. This image file will be named with the SunGard unique ID (mobilekey) exposed in the view described in the paragraph above. SunGard will develop a service that will periodically process the image files in this network directory or database location and import them into the SunGard RMS system. SunGard will process and import all existing images prior to production go-live.

SunGard will also develop functionality to view EIS booking information and images for a particular name record from SunGard's Records Management System (RMS). A button will be added to the RMS Name module to query a SQL view provided by EIS. A grid will display possible booking record matches from the initial query. The user will then select the specific EIS booking record to view and the booking record details retrieved from SQL view provided by EIS will be displayed on a view only form. It is assumed that EIS will provide the necessary parameters and SQL views to query and return booking results to be displayed in RMS. This quote does not include any development effort or cost to complete the EIS portions of this interface.

The customer will be responsible for ensuring network security and accesses are configured properly for this interface to operate as designed.

SunGard will develop a written statement of work for the above described functionality

LEDS Interface \$70,000

Part Number RMS-CUST-MOD

Description RMS CUSTOM MODIFICATIONS - LEDS INTERFACE

Long Description As part of SunGard's State/NCIC Messaging Software line item, SunGard will develop a state/NCIC query interface for Oregon. This interface will support a basic set of query transactions for Drivers License, Wanted Person, Vehicle, Boat, Article, Gun, Criminal History, and Admin Message. These queries will be accessible from CAD, MCT, RMS. SunGard will work with the state of Oregon to develop the interface that will be able to connect to the state system and properly format the queries listed above based on the state's requirements. It is the customer's responsibility to have appropriate network connectivity to the State system.

In addition, SunGard will develop an extended set of State/NCIC transactions as listed in Exhibit 6. These Inquiry/Entry/Modify/Clear/Cancel transactions will be made available within SunGard's RMS. SunGard will build the input masks for these transactions as well as the properly formatted message (message formatting is determined by the state provided documentation).

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

CopLogic \$12,800

SunGard will develop an interface to import civilian generated incident reports from the CopLogic application into the RMS Incident module from XML files stored in a configurable network location. The incident information as well as the XML format used for this import will be derived from the interface specifications and XML format agreed upon between SunGard and the CopLogic vendor. SunGard will also perform the mapping of data elements between the CopLogic Incident export files and the RMS Incident Module. Incident numbers used for imported CopLogic Incident reports will be pulled from the SunGard CAD system. As is the standard for incident record imports, interactive name candidating will be required prior to CopLogic incident data being imported into the RMS Incident module. It will be left to the customer's discretion to require geo-verification before incident record importation. It is assumed that CopLogic will handle the exportation of Incident information to an accessible network location from SunGard OneSolution RMS.

ATAK (Modis Operandi) Interface \$7,200

SunGard will develop a SQL view to be accessed through an ODBC connection by Bair Analytic's ATAK application. The SQL view will include all incident data elements required for the ATAK application that are currently supported by OneSolution RMS Incident module. It is assumed that the ATAK vendor will handle all changes needed in their application in order to access and process information made available through the SQL view to be provided. The customer will be responsible for ensuring network security and accesses are configured properly for this interface to operate as designed.

Incode Citation Interface (Tyler Courts) (priced as line item)

SunGard will develop an interface to export citation information from RMS to an XML file stored in a configurable network location. The citation information as well as the XML format used for this export will be derived from the interface specifications provided by the Incode vendor. It is assumed that Incode will handle the access and importation of citation information exported from SunGard OneSolution RMS.

For the second portion of this interface, SunGard will develop an interface to import charge disposition information into RMS from an XML file stored in a configurable network location. As disposition information exported by Incode is on a per charge basis, SunGard will modify the charge screens in RMS Citation module so that each charge has a disposition and disposition date. The charge disposition information as well as the XML format used for this import will be derived from the interface specifications provided by the Incode vendor. It is assumed that Incode will re-use unique identifiers associated with the charge information exported in the first portion of this interface in order to ensure accurate updating of RMS Citation charge disposition and disposition dates. Both portions of this interface will be run at configurable intervals.

CopLink (no development needed)

Other customers who interface with CopLink allow them access to the database to extract data they need without SunGard's involvement. No interface is proposed.

Livescan – Standard pricebook line item will be quoted Each agency uses a different livescan vendor so a quantity of two should be included

CAD Interfaces

ASAP Alarm Interface (\$7,500)

SunGard will provide an interface between the SunGard CAD system and the Automated Secure Alarm Protocol (ASAP) exchange. This interface will allow CAD to transact alarm messages with alarm monitoring companies that are utilizing the ASAP alarm exchange. Functionality shall include the ability to receive new alarm events and provide appropriate responses and updates back to the alarm monitoring company.

GOLD ELITE TONING INTERFACE (\$15,000)

SunGard will develop a toning interface between SunGard CAD System and the Motorola Gold Elite Console. This interface will support the automatic sending of a toning message to the Gold Elite Console when a unit is selected for toning from the CAD Unit Recommend window or on-demand from the command line. In addition, the interface will respect company move-ups that occur when a unit is moved from one station to another using the CAD "Move" command. For example, if E1 is moved from Station 1 to Station 2, the tone message for E1 will be directed to Station 2 while that unit is in a "move" status. Interface functionality between SunGard CAD and the Gold Elite console shall be limited to station toning messages only. Customer shall be responsible for purchasing and providing to SunGard the required Motorola Gold Elite API development kit needed for this development. This development will be further detailed in a Statement of Work document provided to the customer by SunGard.

Plant CML VESTA (\$13,000)

SunGard will develop an interface between SunGard CAD and the Plant CML VESTA TTY system. This interface will support the ability to import TTY data that is processed by the VESTA equipment. When appropriate, the CAD user shall be able to initiate a command in CAD that will copy the TTY communications from VESTA and paste the TTY message into CAD Event Call Notes. Development shall require network communications between SunGard CAD and VESTA. Interface functionality shall be limited to only importing TTY messages from VESTA. Customer shall be responsible for purchasing and providing to SunGard any required VESTA API documentation needed for this development. This development will be further detailed in a Statement of Work document provided to the customer by SunGard.

Multiple Command Entry from Command Line (\$0)

SunGard will develop the ability for ONESolution CAD to allow users to enter multiple commands in one entry via the command line. The system administrator will be able to specify the delimiter that will be used to signify the end of a command (ex ".") Note that the delimiter chosen cannot be used as part of the comments entered on a command. An example of the multiple commands being utilized would be as follows "A11 E, E5 A, AR 123 TWO SUSPECTS IN CUSTODY". The commands entered will be processed from left to right and if an error is encountered in one of the commands the system will display the error and will not process any of the subsequent commands entered in that same string of commands. Commands that result in a popup form asking for additional information will suspend any subsequent commands from processing until the popup form has been cleared/resolved. Note that the existing UNDO functionality will only be able to undo the last command processed (not the entire list of commands the user may have entered). This development will be further detailed in a Statement of Work document provided to the customer by SunGard.

CMI Authority CAD (\$7,000)

CAD to CAD functionality would be limited to passing and receiving calls and the adding and receiving of comments using the Tri-Tech CAD to CAD specifications. This development will be further detailed in a Statement of Work document provided to the customer by SunGard.

Ability to Create Custom Statuses (\$0)

SunGard will develop the ability for ONESolution CAD to allow for custom unit statuses. SunGard will modify the existing Special Timestamps functionality to allow a customer created timestamp to be associated with a new unit status code (which will display in the active units window just like built-in status codes such as Enroute and Arrive). The status codes will be limited to a single character and must be unique and not conflict with any other existing command. Similar to the built in status codes, when a user utilizes one of these custom unit status commands, a radio log entry will be made that timestamps when this status command was executed. Note that custom unit statuses will only apply to units that are associated with a CAD event. Some examples of good candidates for this would be a status for "Unit Staged" and "With Patient". For statuses where a unit is not associated with an

event, the existing Out of Service functionality should be utilized (already allows for agencies to create any codes desired – up to 4 characters) This development will be further detailed in a Statement of Work document provided to the customer by SunGard

RENTAL PROPERTY NOTIFICATION

This process involves making property owners or property management companies aware of CAD events that occur at their respective properties Currently at approximately 2 AM each day, an application executes that compares the addresses of the previous days CAD events to the rental property addresses stored in the customers SQL Rental Notifications database If matches are found, the application will automatically send a formatted Email message that contains basic CAD event details to the property owner or property Management Company for review The notification process uses a nature code filtering method that gives the agency the ability to select, by nature code, the events that should be reported

The customer indicated that as long as SunGard can provide the necessary consulting support to identify where required data elements are stored in the SunGard SQL Database, they will modify and continue using their current notification application and no new development by SunGard would be required SunGard shall assist the customer by identifying where basic CAD event data is stored such as Date, Time, Location, Nature, Primary Unit, and Disposition so that the Customer can create the required SQL Views necessary for their notification application to successfully work

Special Note Since address matching is required, it is important that addresses stored in the rental property database match the centerline addresses being used by CAD

TRESPASS ENFORCEMENT NOTIFICATIONS

This process involves property owners providing a document to their local law enforcement agency giving officers the authority to arrest persons on that property for loitering and trespassing without needing the owners involvement When a trespass notification document is accepted, the customer is asking for the ability to build an alert so that CAD and MCT users are made aware of the trespass enforcement notice In addition, customer is asking for the ability to attach the enforcement document to the alert record

The use of SunGard's current Premise Range and Site Premise alert feature was discussed with the customer Premise Range alerts allow the customer to enter and maintain a premise alert record for a specific address or block range of addresses Site Premise alerts allow the customer to enter and maintain a premise alert record for a specific site record When a live CAD event is displayed or the Location Check feature is used, the CAD and MCT user will be alerted of the respective Premise Range alert for the address and/or the Site Premise alert if a site record was used Documents may be attached to the Premise Range alert or the primary Site record

The customer indicated that current premise alerting functionality, as outlined above, would suffice and no new development by SunGard would be required

Number of Software Supplements Attached: 4

Section D. Questionnaire

This Exhibit 2 (Sections 9.1, 9.2 and 9.3 of Section D, Questionnaire of the Proposal) is solely intended to give a description of the functionality and features provided in the Baseline Component System software as delivered pursuant to the terms of the warranty provided in Section 7(a) of the Software License and Services Agreement. Notwithstanding anything to the contrary, for those items with qualifying comments, functionality and features are only warranted to the extent qualified by such comments. For those items marked as broad or vague, functionality and features are only warranted to the extent provided in the Documentation.

<insert>

Exhibit 2

8. MINIMUM REQUIREMENTS FORM

The following statements are the minimum requirements that an offeror must meet in order to be considered for award. These will be scored on a pass/fail basis. If the proposed system fails to meet any of these requirements, the proposal will be deemed non-responsive and ineligible for award.

Minimum Requirements		Response
	Requirement	
A	Proposals must be full, complete, signed and returned to Purchasing Office by the deadline set forth in this document or any applicable addenda	YES
B	Proposed solution is an integrated suite of products that includes a Records Management System (RMS) and Computer Aided Dispatch (CAD)	YES
C	Proposed solution has the ability to be multi-jurisdictional – to allow multiple agencies to enter their information into the system independently and both segregate AND combine their data at will	YES
D	Price proposal must include provisions for each agency to enter into an individual contract with the vendor	YES
E	Proposed solution must be complex, off-the-shelf commercial software	YES
F	No part of the proposed core solution can be in pre-release status	YES
G	Proposed solution must include an audit log indicating all personnel that have accessed a particular record	YES
H	Proposed solution must include the ability to restrict access to records internally based on user and user groups	YES
I	Proposed solution must utilize Active Directory-based credentials for authenticating and authorizing city staff (behind the firewall) users	YES
J	Core components of proposed solution must run on Microsoft Windows 2008 Server OS, and all databases shall be Microsoft SQL Server 2008 or newer	YES
K	All software components of proposed solution must accommodate a password minimum length of 14 characters for Windows-based authentication	YES
L	All components of the proposed solution (including third-party) must comply with CJIS requirements	YES
M	Proposed solution must be capable of submitting information about events/incidents to Oregon Law Enforcement Data System (LEDS) using the Oregon Incident Based Reporting System (OIBRS) standards	YES
N	Proposed solution must be able to communicate with and export data to other systems utilizing the justice XML standard and NDEX Standard	YES
O	Proposed solution must have the ability to segregate records involving juvenile offenders in compliance with Federal standards and also the ability to expunge any records (juvenile or other) upon an order of the Court	YES
P	Proposed solution must have the ability to perform validation operations on data entry (i.e., logical edits, edit checks for all fields)	YES
Q	Vendor offers 24/7/365 customer support for the proposed solution	YES

Section D. Questionnaire

Following is SunGard Public Sector's response to City of Eugene's RFP Section 9. Questionnaire.

SunGard Public Sector has made a good faith effort to respond to your RFP in a timely and accurate manner. In this process it is possible that our interpretation of a certain requirement may not match yours. Because of this fact, if you require the questionnaire portion of this proposal to be referenced contractually, we reserve the right to update that checklist and review or clarify the meaning of each requirement.

9. QUESTIONNAIRE

Please respond to each requirement in **sections 9.1, 9.2, 9.3, 9.4, and 9.5** below as follows:

Select from the dropdown list offering the following options:

- YES = Yes, we perform the requirement as asked.
In the Response and Explanation areas please describe how you accomplish this
- NO = No, this feature is not available
- CUSTOM = Customization – quoted as line item
- FUTURE = Future addition to our system
In the Response and Explanation areas please state when you believe this function will be available.
- THIRD = Third party software
In the Response and Explanation areas please state the name of the product and vendor

Add explanation and descriptive information in the provided text field.

The responses will be used to determine the Short List for further evaluation. Items will be scored up to the maximum point value indicated in Section 5.2, Evaluation Criteria.

9.1 General Requirements

- A. The public safety is mission critical and must provide for almost 100% “up time ”
Response YES
Explanation Stratus Technologies offers the only open systems hardware based Fault Tolerant server platform available in the industry today. With the Stratus ftServer Family of Systems our customers can run either Microsoft Windows 2008 Server (Standard or Enterprise Licenses), Microsoft Hyper V, Red Hat Enterprise Linux and VMware V Sphere V. Stratus provides the only hardware based Fault Tolerant server that is capable of running the SunGard CAD and RMS software applications. All of SunGard’s Public Safety software offerings are certified and tested on the Stratus ftServer product line of Servers.
- B. The CAD/RMS should integrate seamlessly with SQL database architecture and must be scalable
Response YES
Explanation SunGard Public Sector CAD and RMS utilize SQL Server database architecture and are scalable.
- C. User interfaces should be accessible from desktop and laptop computers in Local and Wide Area Networks as well as Mobile Data Computers (MDCs) via broadband wireless or radio-based systems
Response YES
Explanation Interfaces are accessible from desktops via LAN and WAN and laptops are accessible via broadband or radio based systems.
- D. The user interface should be simple, easy to use, interactive, and intuitive

Response. YES

Explanation. Our proposed applications follow Windows standards and offer a full graphical user interface. Data is available to the point of need without going through multiple levels of searching. The system design is tabular which allows for a simple, easy to use flow. As one section of the report is completed, additional associated modules display for data entry, if needed.

- E The system should allow the attachment and view/retrieval of a variety of files, including photos, video, and audio, etc

Response YES

Explanation. The system allows for attachments by browsing to the files to be attached and adding it as a selection. Attachments can be added to any module.

- F The system should require only a single point of entry for each piece of data – no duplicate entries of any information

Response YES

Explanation: Each piece of data needs only to be entered one time. Additionally, a name needs only be entered one time and from that point the name information will populate in any module when the user selects the name.

- G The system should have the ability to generate graphical and audible alerts.

Response YES

Explanation Users may define alerts in CAD, both graphical and audible for various timers. In RMS, alerts associated with a name record visibly display in bright red each time that name is used.

- H The system should allow for the creation of distinct, simple, and effective “dashboard” views specific to differing groups of users

Response YES

Explanation. The dashboard allows the user to select views based on assigned selections, filter by squads or teams, and within a timeframe.

- I. Provides the ability to track officer time accounting including response time, time on scene, report time, productivity etc

Response: YES

Explanation This information can be tracked in the CAD application via the Radio/Event Log.

- J Mobile CAD and Field Based Reporting (FBR) is optimized for ease of use with limited screen size and resolution

Response YES

Explanation Our Mobile Dispatch and Field Reporting are designed for the Mobile environment, taking into consideration limited screen size and resolution. Large buttons allow quick, easy access with minimal distraction while driving.

- K Mobile CAD and FBR include separate viewing modes for day and night

Response YES

Explanation The user has the ability to toggle between day and night viewing modes via CTRL+D.

- L System should allow the addition of user-defined fields in every module

Response YES

Explanation The application allows users with appropriate rights to create user defined fields. The field can also be defined as mandatory or allow the user to select options to designate the field as a toggle or picklist.

M The system should provide data validation at the point of entry.

Response YES

Explanation All table driven entries are validated at the point of entry. Other entries are validated based on logic (i.e., 'date reported' can't be before 'date found'). The only entries not validated are free text entries (i.e., Notes); however, some of these fields do offer spellcheck capabilities.

N. All data fields are searchable

Response YES

Explanation Virtually all of the data fields are searchable from the front-end user interface. All of the data fields are searchable via third party report writers or SQL Server Administrative Tools. They can be searched via a single field or a combination of fields. Narratives are searchable using either entire or partial words.

O. Flexible security model enables users to perform their assigned duties by role and granular to the module, screen, field operations, without exposing them to system functionality

Response YES

Explanation User are assigned to groups and the group is given rights to accommodate the specific duties. The rights can also be broken down into ADD, DELETE, and MODIFY.

P. Provides the ability for users to configure specialized workflow processes

Response NO

Explanation This feature is not available.

Q Provides the ability to capture electronic signatures

Response YES

Explanation Electronic signatures can be captured in several places, including Property and Evidence and Jail.

R Provides the ability to input/scan documents (multiple formats, images, etc) and attach them to the appropriate records

Response YES

Explanation Documents of many formats can be attached to any module using the Systemwide Attachment function. The attached documents can be viewed from each module.

S Allows for purging of records which have completed retention requirements.

Response NO

Explanation Purging is not a function of RMS as records are interlaced. Records may be deleted programmatically via SQL Server.

T Allows for expunging of records

Response YES

Explanation: SunGard offers an expungement process that is separate from the deleting of a record. Expungements are application rights driven and the rights can be narrowed down to specific modules. Once a record is expunged, it is as though the record never existed and there is no audit trail.

U. Provides a means of merging person records

Response: YES

Explanation: SunGard has a name merge function within the Names module which enables the user, with properly defined rights, to merge many names into one name based on specific demographics.

V. Allows for use of common keyboard shortcuts

Response: YES

Explanation: The application contains hotkey functionality that can be used to open any of the modules and perform most functions within the modules. Standard keyboard shortcuts such as CTRL+C (copy) and CTRL+V (paste) are supported as part of standard Windows functionality.

W. Provides for redaction of information. Describe your system's ability to permanently remove personal and sensitive information, including the ability to track changes and save versions of redacted copies. Also describe how your system handles redacted metadata information.

Response: NO

Explanation: This feature is not available.

X. System provides for a variety of filtered, real-time, read-only views for external use. Examples include a public CAD log and CAD/RMS data for other agencies and organizations.

Response: YES

Explanation: Public access is available via Police-to-Citizen (P2C), SunGard's Internet-based data application.

Y. AVL allows watch commanders and dispatchers to identify current and last known unit location.

Response: YES

Explanation: The AVL interface can provide current and last known location.

Z. All modules include detailed context sensitive help and manuals that may be tailored for the customer.

Response: YES

Explanation: This can be accomplished by utilizing the agency Help documents. These documents are created by the agency and are accessible from within the application. The documents may consist of custom documents, attachments, or hyperlinks to the internet.

AA. System provides search functionality where each field, including narratives, can be queried. This search should have the ability to add criteria such as date ranges, etc. for more specific searches. This search should include ability to perform 'sounds like' when performing name searches.

Response: YES

Explanation. Complex search functionality is available including ranges and Soundex Narratives may be searched by specific word, partial word, and/or phrase

BB System provides an easy-to-use validation process such as clicking on the validation error and being immediately forwarded to the appropriate field on the user's screen

Response. YES

Explanation: Errors are presented to the user in an easy to understand format which displays the error and describes where the correction should be made

9.2 RMS Business Functions

9.2.1 Master Indices

- 1) Basic master indices correlate and aggregate information in the following areas people, locations, property, vehicles, and organizations (including businesses and gangs)

Response YES

Explanation: Our RMS incorporates master files for Names, Locations, Property, Vehicles and Organizations (including businesses) A Gang Tracking module is available for tracking gang-related information

- 2) Eliminates duplication of records within the system, ensuring that master index data is only entered once

Response YES

Explanation Name and vehicle information is entered only one time and is candidated in all modules from that point

- 3) Eliminates redundant data entry by allowing the reuse of previously stored information and the automatic update of the master indices upon the entry of report information.

Response YES

Explanation: A record can be pulled up in any module and the user can double click the ADD button, which duplicates the information

- 4) Master index information is captured during input into RMS modules, and through imported or shared data from external sources.

Response YES

Explanation Master record information is entered during data entry

- 5) Linkages are maintained between the master indices and all applicable modules and sub-modules within the system

Response YES

Explanation This is managed with the Involvement sub-system

- 6) Incoming data, whether manually entered or from inbound interfaces, is validated

Response YES

Explanation Users have the ability to validate all information

- 7) System can be configured to alert the appropriate user automatically when any master index entry is added or changed based on records matching user-specified criteria.
Response YES
Explanation: The Notifications module allows users to configure alerts for matching criteria, including updates.
- 8) Master index data may be retrieved by name, vehicle, location, organization, and/or property to produce a comprehensive response displaying all related records in the system
Response: YES
Explanation Users may view all involvement records for a specific master record
- 9) All text entry fields should be searchable, allowing for searches on single or multiple fields
Response: YES
Explanation Virtually every field in every module is searchable from the front-end user interface. Users may also search multiple fields in a module
- 10) System includes bi-directional real-time data sharing between RMS and LEDS, NCIC and other external sources
Response YES
Explanation: Partially Comply. SunGard supports the ability to query LEDS/NCIC and receive responses. SunGard expects any queries to external systems to be brokered
- 11) System should allow the linking of one master name record to numerous master alias records, providing the ability to display a list of aliases for any master name
Response: YES
Explanation A Master Name record may have multiple aliases.
- 12) Multimedia content, such as photos, audio and video, including buildings and structure diagrams, are incorporated into the master indices.
Response YES
Explanation Multimedia content may be associated to a record via the Systemwide Attachments function
- 13) Data visualization tools such as smart charts, GIS maps, and linkage diagrams allow users to identify and analyze master index data associations and trends
Response YES
Explanation: Various mapping functions are available, including Crime Analysis. In addition, Link Analysis provides a visual representation of various records within the system
- 14) Comments and narrative entries are entered and tracked in the master index screens
Response YES
Explanation Each master record provides a Notes field.

- 15) Geo-coded information such as coordinates, address verification and mapping is incorporated into the master indices
Response: YES
Explanation: The address information for the master record may be geo-verified.
- 16) System keeps an audit log and associated reports of all view, entry, modification and deletion of information within each index
Response: YES
Explanation: The master files participate in system auditing and system log functions where all views, entries, modifications, and deletes are tracked.
- 17) System provides the ability to merge two or more master name records into a single record and to unmerge previously merged records
Response: YES
Explanation: The ability to merge and unmerge is a security driven function with user-assigned rights.
- 18) Allows users to add known associate records to individuals in the Master Name Index
Response: YES
Explanation: Associate records are tracked as related names and via the Involvement sub-system.
- 19) Provides the ability to indicate scars, marks, tattoos, and other body identifiers through use of a front and back body chart Link body identifiers to master name records upon entering, updating, or querying any associated name module
Response: YES
Explanation: Scars, marks, and tattoos are identified by body location, however, this is not through the use of a front/back body chart.
- 20) Allows the user to add Modus Operandi (MO) records associated with individuals in the master name file
Response: YES
Explanation: MO records may be associated with a name record.
- 21) Is able to expunge names from the MNI
Response: YES
Explanation: Users with appropriate security rights may expunge records.
- 22) Provides the ability to define records retention rule sets for master index entries based on statute and agency business practices
Response: YES
Explanation: The system contains an agency Help documents feature which can be used to document retention policies.

9.2.2 Incident / Field Based Reporting

Refer to Appendix C for samples of current report forms for both agencies

- 1) Incident report forms contain sufficient information to comply with state and national reporting standards as well as the minimum reporting standards listed in Appendix E. Note any exceptions and why
Response. FUTURE
Explanation Incident reports in SunGard's RMS will comply with the Oregon state reporting standards.
- 2) Provides the ability to add supplemental reports to approved incident reports
Response YES
Explanation Users may add supplements to incident reports
- 3) Provides the ability for multiple officers to create and add supplemental reports regarding the same incident.
Response. YES
Explanation Multiple officers may add supplements to the same incident record
- 4) Has the ability to reuse data from the original report to create supplemental reports without re-entering.
Response. YES
Explanation. Entry of a supplement does not require re-entry of existing data
- 5) Allows supervisors to receive, review, and approve incident reports online and to electronically respond to submitting officers and investigators regarding report quality and accuracy
Response YES
Explanation: The Investigator's Dashboard provides the ability for supervisors to view and approve reports based on the officers reporting directly to them.
- 6) Incident reporting data entry incorporates real-time queries into NCIC, LEDS and other external sources
Response. YES
Explanation The process to query NCIC can be conducted upon user demand by clicking the NCIC button
- 7) Mobile or Field Based Reporting (FBR) is optimized for ease of use with limited screen size and resolution
Response YES
Explanation: Mobile Field Reporting (MFR) is optimized for the mobile environment including limited screen size and resolution. Large buttons allow quick, easy access to functions with minimal distraction while driving
- 8) Includes highly configurable workflow processing to ensure that all outstanding work items are processed, detecting items that need attention and alerting the appropriate users
Response YES
Explanation Dashboards and reports are available to ensure that outstanding work items are processed

- 9) Simplifies the entry and management of complex reports containing multiple roles (complainant, victim, witness, suspect arrested; cited, named in, AKAs, street or gang names, etc.). Includes entries of addresses, units, business and home telephone numbers, DOB, sex, race, etc for each role entry (An entry for e-mail address would be useful)

Response YES

Explanation Roles are entered into the related names sub-module. This participates in the name candidating process where an existing name record may be used if already in the system. The Master Name module provides a field to track email addresses

- 10) Addresses are validated using agency-supplied geographic data.

Response YES

Explanation Entered addresses may be validated using geo-verification.

- 11) Provides a complete audit trail to indicate any changes made to report data

Response YES

Explanation Edits are tracked in System Auditing. Information tracked includes pre- and post-data, the user performing the change, and the date/time of the change.

- 12) Alerts appropriate users when a supplemental report is added

Response YES

Explanation Notifications may be configured to alert specific users regarding the addition of supplements.

- 13) Provides specialized processing of non-criminal holds such as mental holds or protective custody

Response YES

Explanation Non-criminal holds can be attached to a name record for visibility, however, the system does not offer special processing.

9.2.3 Field Contact

- 1) System provides the capability of capturing field contact information separate from Incident Reporting. Field contact data are available in other modules and can be used by investigators to develop leads

Response YES

Explanation We offer a Field Contact module that is independent from Incident Reporting. This module participates in the Involvement sub-system and uses Master Files, including Names and Vehicles.

- 2) Specific workflow approvals, alerts and retention rules can be established for Field Contacts

Response NO

Explanation This feature is not available.

- 3) System automatically transmits Field Contact information based on the Suspicious Activity Reporting (SAR) standard to the Information Sharing Environment (ISE).

Response. NO

Explanation: This feature is not available.

- 4) Data collected in the Field Contact module is configurable based on the agency SOPs.

Response YES

Explanation: The Agency may define the picklists that are utilized in Field Contacts. Additional user-defined fields may also be created

- 5) Field Contact data are automatically populated from the master indices when available

Response YES

Explanation. The Field Contact module uses Master File information

- 6) System provides the capability of incorporating electronic fingerprints and mug shots into Field Contact reports, both gathered at time of contact or from existing sources

Response YES

Explanation Users may incorporate electronic fingerprints and mugshots.

- 7) System provides the ability to add vehicle field contacts, and flag with statuses such as abandoned, towed, etc

Response YES

Explanation Users may enter vehicle records as a Field Contact

- 8) Field Contact entry form includes the ability to add free-form pre-defined text narratives.

Response YES

Explanation: A Notes/Narrative field is available

9.2.4 Arrest/Booking

- 1) Provides the ability to allow officers, records and dispatch personnel to verify identity during an arrest

Response YES

Explanation This is available via the Name Candidating process which validates the name record and would include a photo if available. Additional verification includes State/NCIC checks and LiveScan.

- 2) Provides documentation that Miranda warnings are given and understood including bilingual administration

Response YES

Explanation Documentation isn't available, however, the agency may add user-defined fields or use the Tracking sub-module to track that Miranda warnings are given and understood, along with any bilingual administration

- 3) Incident reporting system includes specialized data entry forms and workflow processing optimized for the type of arrest.

Response NO

Explanation This feature is not available

- 4) Arrest reports may be created, submitted and approved in the field using a Field Reporting module requiring minimal manual data entry
Response: YES
Explanation: We offer an Arrest Module as part of Mobile Field Reporting (MFR). The Arrest reports can be configured to require supervisor approval prior to submission to RMS
- 5) Provides the ability to enter and track probable cause affidavits
Response: YES
Explanation: Affidavits can be tracked in the Tracking sub-module of the Arrest Module. This allows the user to also track attempted and completed services
- 6) Allows field sobriety information and other evidence to be captured and recorded in the field
Response: YES
Explanation: This data can be entered via a user-created, user-defined field.
- 7) Allows vehicle and property seizure information to be captured at the time of arrest
Response: YES
Explanation: This information would be entered and tracked in the Vehicle and Property sub-modules, which automatically associate these items to the master Arrest Record.
- 8) Arrest process has the ability to handle multiple warrants (local and outside agencies) and charges
Response: YES
Explanation: Arrests may be linked to multiple warrants and charges
- 9) Ability to capture and store electronic fingerprints
Response: YES
Explanation: We offer a LiveScan interface for electronic fingerprints
- 10) Ability to associate mug shots from an integrated external JMS in the identity verification process
Response: YES
Explanation: We offer an integrated Mugshot and Photo Lineup module that can be used without our integrated JMS

9.2.5 Property and Evidence Management

- 1) Provides the ability to accurately track all property items and verify that the evidentiary chain of custody requirements are met including secure transfers
Response: YES
Explanation: Our Evidence Management system provides full chain of custody tracking
- 2) Provides the ability to track property that has been impounded or stored in multiple facilities
Response: YES

Explanation All facilities may be built in the storage list for accurate tracking of the storage location

- 3) The disposition of property is managed by the system via automatic events (triggered by elapsed time, statute or custom rules) to notify property custodians when property items can be released, destroyed, or sold at auction.
Response: NO
Explanation: Reports are available that are based on dates and other factors, but there is no automatic trigger
- 4) Property and evidence access requests are stored in an audit log with associated reports
Response: YES
Explanation: This data can be tracked as part of the chain of custody. Reports are available which display all historical activity to an item of evidence
- 5) Incorporates barcode and electronic evidence tagging functionality into the chain of custody
Response: YES
Explanation: The Evidence module is barcode compatible regarding the chain of custody via a button
- 6) Provides vehicle impound functionality including the ability to associate property within a vehicle
Response: YES
Explanation: Property may be associated with towed/impounded vehicles.
- 7) Property and evidence module shares data with the master indices
Response: YES
Explanation: Master index data is shared with the Evidence Module.
- 8) Related evidence may be processed together or stand-alone depending on agency protocols.
Response: YES
Explanation: Users may process evidence in groups or individually
- 9) Provides advance searching and ad-hoc query functionality for property, including the ability to search on any identifier.
Response: YES
Explanation: Users may search and create ad hoc queries/reports based on identifier search criteria
- 10) Provides the ability to associate any type of electronic or physical evidence to cases
Response: YES
Explanation: Each evidence record may be associated to a case via the Incident Number

- 11) Maintains information about every piece of evidence and/or property related to a case including associated case number and other major fields
Response YES
Explanation Each evidence record is associated to the case via the Incident Number. The incident can be directly accessed from the evidence record
- 12) Provides the ability to cross reference other databases, including the ability to search external databases such as LEDS/NCIC and Rapid (pawn)
Response NO
Explanation: SunGard supports the ability to query LEDS/NCIC and receive responses SunGard expects any queries to external systems to be brokered.
- 13) Provides the capability for paperless processing from intake to disposition, including electronic signatures and routing/approvals
Response YES
Explanation The Evidence Module supports paperless processing including electronic signatures
- 14) Provides the ability to associate an unlimited number of property/evidence items to a case.
Response YES
Explanation There is no limit to the amount of property/evidence that can be associated with a case
- 15) Provides the ability to configure facility information for the purpose of storing and retrieving physical property and evidence
Response. YES
Explanation The agency may build the storage facility to track the storage location
- 16) Provides the ability to electronically compare pawned property descriptions against reported stolen property descriptions for potential matches
Response. YES
Explanation: Entered pawn property compares serial numbers to property entered into the Incident Module as stolen or lost.
- 17) Supports the ability to calculate the value of stolen property.
Response YES
Explanation A listing of stolen property, individual item value, and total value is available within a Stolen Property report
- 18) Provides pre-configured system alerts based on multiple conditions including, but not limited to, time, workflow, statute of limitation, court disposition, etc.
Response NO
Explanation This feature is not available
- 19) Provides automated generation of official letters to registered property owners and investigative officers for disposition notification.
Response YES

Explanation Official letters can be created and generated. The System Administrator can modify both the content and format of the letters.

- 20) System has the capability to sub-itemize to at least three levels of items. (for example, original item 1, related item 1 1 and related item 1 1 1)

Response NO

Explanation The system supports two levels of items

- 21) Provides the ability to track milestones (work completed levels) and statistics

Response YES

Explanation. Numerous reports are available for tracking property status and statistics.

- 22) System is capable of operating as a Laboratory Information Management System (LIMS) melding both lab case management and evidence tracking.

Response YES

Explanation SunGard's RMS contains a CrimeLab module which allows for the management of lab requests. The records in this module may be associated with a case

- 23) Provides the ability to provide return of property/evidence from an outside source (i.e., mailed out but then returned, can't locate owner...).

Response. YES

Explanation An item that has been released and returned can be resubmitted into the evidence room using the initial intake record

9.2.6 Citations

- 1) System supports the ability to process electronic citations, either natively or through partnerships with major electronic citation providers

Response CUSTOM

Explanation: SunGard will develop the RMS Citation module for Oregon. SunGard is willing and able to develop an electronic submission interface. We will provide a quote for doing this work after receipt of the specifications from the City

- 2) Provides the ability to instantly retrieve court-related information such as appearance date and bail amount

Response NO

Explanation This feature is not available

- 3) System provides the ability to automatically populate citations with data scanned from Oregon drivers' licenses

Response: YES

Explanation This function is part of our standard Mobile Field Reporting package.

- 4) Citation module automatically queries LEDS/NCIC and alerts the officer/user if citation subject has outstanding warrants

Response YES

Explanation Users have the ability to query LEDS/NCIC from the Citation Module via the NCIC button.

- 5) System maintains information about every aspect of a citation including charge, fee, name, payment, vehicle and disposition

Response YES

Explanation All required information for the citation is tracked

- 6) Data captured in Citation module complies with ORS 153 042-153 051 See Appendix G for more information.

Response CUSTOM

Explanation SunGard will develop the RMS Citation module to capture the data specified SunGard will provide a quote for doing this work after receipt of specifications from the City

- 7) Citation module has the ability to capture warnings issued by officers in lieu of citation

Response YES

Explanation We offer a Traffic Warning module to track warning tickets.

- 8) System has the capability to track previously entered citations and warnings

Response YES

Explanation The system provides the ability to track/search previously entered citations and warnings

- 9) System provides the ability to capture officer notes and comments as part of the citation process.

Response YES

Explanation A Notes/Narrative field is available

- 10) Provides the ability to capture demographic information for statistical reporting

Response YES

Explanation Demographic information is tracked

- 11) Provides a simple user interface for entering citations, optimized for quick data entry and validation

Response YES

Explanation Our Citation Module is table driven and tabular Upon tabbing out of a field, the cursor goes to the next field until such time that the record can be saved

9.2.7 Warrants

- 1) Data entry of Municipal Court warrants is minimized through two-way interface between the warrant module and Tyler Technologies InCode 10 X

Response CUSTOM

Explanation SunGard has experience with interfacing to the Tyler Technologies Court System regarding both warrant and citation data. We can develop a customized interface under a mutually agreed upon Statement of Work.

- 2) Manual entry of Circuit Court warrants is quick and data is validated upon entry
Response YES
Explanation Warrants may be manually entered. Data is validated at the time of data entry using code tables.
- 3) Provides a warrant review process that is efficient and audited
Response NO
Explanation This feature is not available.
- 4) Entry into warrant module automatically updates NCIC, LEDS and other data sharing systems like i2 Coplink
Response NO
Explanation: This feature is not available.
- 5) Provides the ability to clear all or some active warrants on a defendant in one simple process and update internal and external systems accordingly
Response YES
Explanation Warrant Batch Process feature allows the user to select, from a list of active warrants, those to be cleared and process accordingly.
- 6) Provides a quick and accurate warrant verification process, including extradition instructions
Response: YES
Explanation Extradition instructions may be included during warrant entry.
- 7) Provides the ability to search on all information fields, based on exact matches, Soundex, words contained within, as well as dates/times/offenses/locations/warrant types, etc. Results include LEDS/NCIC hits and near hits.
Response YES
Explanation All information fields are searchable within the specified parameters. NCIC checks are possible and completed separately from the RMS search.
- 8) Warrant status and changes are clearly represented in the system
Response YES
Explanation: Users can easily discern an active warrant for an individual via a red name alert. Once the warrant is no longer active, the alert is removed.
- 9) Provide the ability to cancel a warrant in warrant system. Automatically updates LEDS, NCIC and other external systems
Response NO
Explanation This feature is not available.
- 10) Provides workflow/tracking processes for arrest and search warrant requests
Response YES
Explanation Tracking of arrests and warrants requested may be displayed in the Warrant Tracking sub-module, which has a direct link to the master Warrant record.

- 11) Provides detailed warrant reports that have the ability to feed other modules such as analytical support
Response. YES
Explanation Detailed warrant reports are available in addition to any analytical reports.
- 12) Allows for unlimited subjects, complainants, and narratives to be added to a warrant record.
Response: YES
Explanation. Users may enter an unlimited number of related names and narrative information

9.2.8 Pawn

- 1) Provides collection, storage and tracking of Pawn data
Response YES
Explanation A fully integrated Pawn Module is available.
- 2) Ability to electronically compare pawned property descriptions against reported stolen property descriptions for potential matches
Response YES
Explanation: Upon entry, the system will check pawned property against property entered as lost or stolen. Upon entry of lost or stolen property, the system will check pawned items for matches.
- 3) Provides the ability to share real-time bi-directional data with RAPID Pawn
Response CUSTOM
Explanation Although we do not yet provide an import solution specific to RAPID Pawn, SunGard has many implementations of interfaces supporting the import of pawn ticked data submitted electronically to the local jurisdiction. As part of our solution, SunGard would create a one-way import of pawn data into RMS.
- 4) Provides the ability to enter and associate serialized and non-serialized property
Response. YES
Explanation Both serialized and non-serialized property may be entered.
- 5) Ability to push out convicted offender information to a "do not buy from list"
Response: YES
Explanation Partially comply. A "do not buy from" alert can be attached to the name record which will be available to the user, regarding the pawner's information.

9.2.9 Internal Affairs

- 1) Provides configurable workflow that accommodates a civilian police auditor, labor union, IA investigators and other agency roles.
Response. NO
Explanation: This feature is not available.

- 2) Ability to create and maintain IA cases separately from Investigative Case Management, using IA specific unique identifiers
Response: YES
Explanation: We offer an integrated, secure IA module that is separate from Investigative Case Management. The IA module requires separate rights and permissions from all other modules.
- 3) Provides agency-configurable policy/procedure, allegation and discipline tables.
Response: YES
Explanation: Code tables for IA are agency configurable.
- 4) Provides the ability to set IA specific retention schedules for IA related case information and evidence
Response: NO
Explanation: This feature is not available.
- 5) Supports the creation, approval and tracking of official communications and memos related to an IA investigation
Response: YES
Explanation: The information can be entered and allows for approval/recommendations from the chain of command. Memo fields are available for narratives and memos.
- 6) Provides the ability to query and use information from Personnel, Master Indices and Investigative Case Management from within the IA module
Response: YES
Explanation: The IA Module supports the use of information from other modules to reduce redundant data entry.
- 7) Provides the ability to exclude any LEADS/NCIC or other statutorily limited information from civilian police auditor or other non-law enforcement personnel
Response: YES
Explanation: This is provided based on rights and permissions provided to the user.
- 8) Provides the capability to encrypt stored IA information
Response: YES
Explanation: Partially comply. Narrative fields can be encrypted and only be legible to select investigators.
- 9) Provides multiple levels of security for individual records or groups of records or for individual or groups of fields or for the application itself
Response: NO
Explanation: Entire records can be limited to select users with appropriate rights.
- 10) Security levels within the Internal Affairs module will limit the availability of information accessible through other RMS modules and indices
Response: YES

Explanation Security is available for the IA Module so that users that don't have rights are unable to access the module or related records

11) Provides configurable alerts

Response YES

Explanation Various alerts are available via the Notifications Module. In addition, threshold alerts are available for entries in the IA Module

9.2.10 Fleet Management

1) Provides the ability to share vehicle information with Faster Fleet Management system, including vehicle definitions, condition reports, availability, etc

Response CUSTOM

Explanation SunGard will make our vehicle data available through the use of a view. The City will be responsible for importing that data into the Faster Fleet Management system

2) Has the ability to assign equipment from asset/equipment inventory to a fleet vehicle

Response YES

Explanation Equipment may be assigned to a vehicle

3) Provides the ability to develop car assignments based on vehicle availability and shift/personnel information

Response: YES

Explanation Each vehicle can be assigned In-Service and Out-of-Service dates for reference

4) Provides the ability to associate crash reports to vehicles and route to IA module and external systems

Response: YES

Explanation. A Fleet Vehicle Accident module exists within the Internal Affairs module and can be directly associated with an IA record. Crash reports can be sent to external systems by email

5) Provides a vehicle service request form with approvals and routing to Faster Fleet Management

Response CUSTOM

Explanation. SunGard would create a request form with approvals and routing to meet the City's requirements. This would be based on a mutually agreeable Statement of Work, containing specifications and pricing/costs

6) Provides the ability to create and route work orders for vehicle equipment such as ICV, MDC, Radios etc.

Response. YES

Explanation Partially comply. Work orders and inspections deadlines can be created within the Fleet Vehicle Maintenance module and can be accessed from within the system. These records are not routed

9.2.11 Equipment and Asset Management

- 1) Provide the ability to electronically check out equipment to personnel with minimal interaction
Response YES
Explanation Equipment assignments are easily made via the user interface
- 2) Provides the ability to track personnel authorized to check out equipment, preventing unauthorized checkouts
Response YES
Explanation Only users with appropriate security rights may access the Quartermaster and Asset Management Modules and make assignments
- 3) Provide the ability to track equipment condition, including checklists, forms, and photographs
Response YES
Explanation Equipment condition is tracked. Users may attach various documents and photos using the Systemwide Attachments function
- 4) Includes barcodes, RFID or other means of electronically tagging equipment.
Response YES
Explanation The Quartermaster and Asset Management Modules are barcode compatible
- 5) Ability to define and maintain lists of standard issue equipment by job description or organizational unit
Response YES
Explanation This functionality is available in the Quartermaster module.
- 6) Maintains acquisition information including cost, estimated useful life, and useful life basis, under warranty, type of warranty, warranty length, and warranty basis
Response YES
Explanation This functionality is available in the Quartermaster module
- 7) Provides the ability to assign preventative maintenance schedules and disposal rules to assets individually or by asset type
Response YES
Explanation This functionality is available utilizing user-defined fields in the Asset Management module
- 8) Alerts officers and supervisors when equipment is not returned during a pre-defined check-out duration period
Response NO
Explanation This feature is not available
- 9) Provides the ability to automatically populate equipment characteristics, stock photos, etc , based on pick-list descriptions or barcodes
Response YES
Explanation Equipment characteristics and other fields are table driven via pre-defined picklists

- 10) Provides detailed financial reporting
Response NO
Explanation: This feature is not available.
- 11) Has the ability to link equipment to funding sources, including budget items and grants
Response YES
Explanation There is a field for Budget Code data entry
- 12) Provides the ability to track purchases, including vendor and price information.
Response: YES
Explanation Vendor name, date purchased, and cost information may be tracked

9.2.12 Crash Reporting

- 1) Provides or integrates with sketching software for quick generation of detailed accident diagrams.
Response YES
Explanation We offer an integrated Accident Wizard diagram module
- 2) Can receive data from and send reports to Oregon Department of Transportation (ODOT) electronically
Response CUSTOM
Explanation SunGard will develop the Oregon Crash module based on the paper version of the DMV report SunGard is willing and able to develop an electronic submission interface We will provide a quote for doing this work after receipt of specifications from the City
- 3) Complies with Oregon-specific DMV forms, incorporating pre-defined fields and data
Response CUSTOM
Explanation: SunGard will develop the Oregon Crash module based on the paper version of the DMV report. The module would, at a minimum, incorporate all pre-defined fields and data per state specifications.
- 4) Includes internal data exchanges with all RMS modules.
Response CUSTOM
Explanation SunGard will develop the Oregon Crash module based on the paper version of the DMV report Data entered into the Accident Module is shared with other modules including Master Name, Property, and Vehicles.
- 5) Provides detailed crash data reports for the public, insurance companies, traffic analysts and courts.
Response: CUSTOM
Explanation. SunGard will develop the Oregon Crash module based on the paper version of the DMV report which can be printed out accordingly or may be exported to PDF format and emailed directly from the application.

- 6) Provides statistical crash data and analysis including but not limited to crashes involving pedestrians, bicycles, children and hazardous materials.
Response. YES
Explanation Many statistical reports are available in addition to the ability to create ad hoc reports based on search results data.
- 7) Incorporates crash data, pictures and diagrams into incident reports and citations
Response. NO
Explanation This feature is not available
- 8) Provides the ability to track stored/impounded vehicle release fees.
Response. NO
Explanation This feature is not available
- 9) Provides the ability to incorporate location and measurement information using multiple sources such as GIS and maps, GPS location and surveying tools like Total Station.
Response YES
Explanation SunGard does incorporate location-based and measurement information using the map-based geo-verification. The system does not support third party surveying tools.
- 10) Provides the ability to apply specific security and workflows to crash reports and images containing fatalities
Response. NO
Explanation This feature is not available.
- 11) Provides special process functionality for crashes involving on-duty officers
Response: YES
Explanation We offer a Fleet Vehicle Accident Module to assist in tracking officer-related accidents.

9.2.13 Investigative Case Management

- 1) The software provides a case management module that allows a supervisor to assign and track all incidents and arrests entered into the database. It allows the supervisor to change case assignments, view supplements, check case status changes, change case statuses, change report statuses such as pending correction or review, and notify the supervisor if the report has not been validated for NIBRS requirements
Response YES
Explanation. Partially comply. The information indicated above can be entered, however, the supervisor is not notified if the report is NIBRS compliant or not. While the supervisor is reviewing the case, they can click the IBR button to confirm validation status.
- 2) Case Management module contains a function to determine solvability as a factor in prioritizing cases for assignment
Response. YES

Explanation Solvability factors may be calculated based on certain data that has been entered into a case

- 3) Uses personnel and scheduling information to assist in case assignment based on investigator availability, workload and capacity.
Response: YES
Explanation: Availability of personnel is displayed on the Investigator Dashboard
- 4) System is aware of work unit structure and assignments, allowing for assignment rules at the unit level
Response: YES
Explanation: Employees are assigned work unit structures that include Bureau, Division, Section, and Shift
- 5) Allows for multiple investigators to be assigned to a case, including the ability to submit reports and evidence to the same case independently
Response: YES
Explanation: Multiple investigators may work the same case simultaneously
- 6) Allows investigators to assign tasks to other department personnel using pre-defined forms and workflow routing
Response: YES
Explanation: Tasks may be assigned and tracked by entering the assigned personnel's name into the Assigned To field, regardless of department association
- 7) Provides the ability to create, modify and view all information and activities associated with a case in the Case Management interface
Response: YES
Explanation: All case related activity may be accessed from Case Management
- 8) Alerts investigators when information related by persons, evidence, MO, etc. to an active, inactive or closed case is added to the RMS.
Response: YES
Explanation: This is available using the Notifications Module
- 9) Allows supervisors to obtain workload information, assess all requests for new investigations, receive deadlines and reminders, and interact with investigators electronically
Response: YES
Explanation: The Supervisor Dashboard supports these functions
- 10) Allows supervisors to view existing assignments, shift resources, and notify investigators of changes, as required
Response: YES
Explanation: Existing assignments and shift resources may be viewed in the Investigator Dashboard

- 11) Supports the development of charging recommendations and their electronic approval prior to the submission to the prosecutor/court.
Response: NO
Explanation: This feature is not available
- 12) Supports a two-way interface with prosecutor/court for electronic case submissions by agency and prosecutor/court referrals back to agency for further investigation
Response: CUSTOM
Explanation: This requirement will require specific development which is handled through a statement of work with mutually agreeable terms for the customer and SunGard
- 13) Provides the ability to change the disposition of property related to a case, informing Property and Evidence
Response: NO
Explanation: Property and Evidence Module is a separate disposition from the Case Management disposition and must be updated separately.
- 14) Provides the ability to change the disposition of a case
Response: YES
Explanation: Case disposition may be modified or updated.
- 15) Provides an audit trail of all case activity and associated reports
Response: YES
Explanation: All case activity may be tracked

9.2.14 Personnel

- 1) Provide ability to gather and maintain basic information for agency personnel
Response: YES
Explanation: The Employee Module provides this function
- 2) Must have the ability to pull personnel information from external sources including ERP and Active Directory
Response: NO
Explanation: This feature is not available
- 3) Provide tracking for badge and DPSST numbers
Response: YES
Explanation: Both numbers may be tracked
- 4) Include scheduling and duty roster functionality, either natively or through interfaces with stand-alone products such as OnDuty.
Response: YES
Explanation: We provide an interface to Telestaff from our CAD application
- 5) Provide the ability to track certifications and training records
Response: YES
Explanation: The Employee Training Module provides for tracking of certifications and training records

9.2.15 RMS Interfaces

The agencies use or anticipate using several third party products that may require interfaces with the proposed solution. If there is a cost associated with a customization or 3rd party software, be sure to identify and comment in the pricing summary (section 9.6.1)

	Product	Agency	Description
1)	Tyler Technologies Court System (Incode)	Both	<p>Proposed implementation Fall 2012 Court case management, citations, financial, court scheduling. http://www.tylertech.com/solutions-products/courts-justice-solutions</p> <p>Response: <u>CUSTOM</u> Explanation: <u>SunGard has experience with interfacing with the Tyler Technologies Court system regarding both Citation and Warrant data. We can develop a customized interface under a mutually agreed upon Statement of Work (SOW).</u></p>
2)	Motorola Premier CAD	Both	<p>Temporary interface to current CAD (if necessary, based on project schedule) for continuation of operations during the project</p> <p>Response: <u>CUSTOM</u> Explanation: <u>Making the assumption that the City of Eugene can follow our standard C2C which utilizes the specifications for Tri-Tech, we can price at standard pricing. If not, custom development would need to be performed under an SOW with further understanding of the requirements.</u></p>
3)	ACE Evidence Tracking and Quartermaster	EPD	<p>Used as tracking evidence items and inventory and distribution of officer equipment. http://www.evidencecontrol.com/~eviden9/home/</p> <p>Response: <u>CUSTOM</u> Explanation: <u>SunGard's primary recommendation is the replacement of the ACE Evidence Tracking as the customer's evidence tracking solution. SunGard's Property and Evidence Module is tightly integrated with RMS, allowing investigators, via the Investigator Dashboard, to easily review all evidence items linked to their respective cases. Evidence data is</u></p>

	Product	Agency	Description
			<p><u>discoverable through existing automated queries from areas of the product such as pawn ticket, IBR/UCR property entry (checks for stolen property in evidence control room), etc. The customer is able to take full advantage of the investigative value of information associated with your evidence items. For example, one-click access to property owner's historical involvements with the agency and integration with the SunGard Notifications sub-system, etc.</u></p> <p><u>Should the ACE Evidence Tracking continue to be the go-forward solution for evidence management, SunGard's proposed interface will require a written Statement of Work. The interface would allow for the transfer of selective IBR/UCR property to an intermediate database table within the ACE Evidence Tracking. ACE Evidence Tracking would be able to then import these records into their system for continued management. Management of the evidence item, including barcode generation would be the responsibility of the ACE Evidence Tracking application. Assuming this information is accurate and representative of the installed solution at the agency, SunGard is willing to develop query capability into the ACE Evidence Tracking from RMS pursuant to the creation of a written statement of work detailing the specific functionality agreed upon by the customer, SunGard, and capabilities agreed to by ACE Evidence Tracking.</u></p>
4)	Coban in-car video	EPD	<p>In-car video system used in the taking, storing, and tracking of mobile videos http //www cobantech com</p> <p>Response: <u>CUSTOM</u> Explanation: <u>SunGard would be willing and able to consider an interface with the Coban in-car video application, but would need further discovery and a better understanding of requirements. With that information, SunGard would be in a better position to estimate cost under a mutually agreed upon Statement of Work.</u></p>
5)	Coplogic	EPD	<p>Citizen Reporting – Online system for receiving police reports from citizens http //www coplogic com/</p> <p>Response: (Y or N) <u>CUSTOM</u></p>

	Product	Agency	Description
			<u>Explanation:</u> SunGard wishes to propose a one-way database query view into the RMS system for the Coplogic application. The database view will be designed based on the set of RMS tables Coplogic wishes to query for data. Coplogic will be expected to build an extract for the required information. The bid includes effort to build the SunGard view only.
6)	CopLink	Both	<p>Publishing and searching for information, warrants and other RMS information across multiple agencies. http //www i2group com/us/products/coplink-product-line</p> <p><u>Response:</u> YES <u>Explanation:</u> CopLink accesses our data to obtain whatever data is required</p>
7)	Laserfiche	EPD	<p>Document Management System currently used for storing and archiving scanned police reports http://www.laserfiche.com/en-us/</p> <p><u>Response:</u> CUSTOM <u>Explanation:</u> Upon approval of an Incident the SunGard system will export the Incident report to Laserfiche in a PDF format to a mutually agreed share. Based on the naming convention of the PDF file, the Laserfiche system will create a corresponding index in the Document management system and import the PDF file. Additionally a button will be provided on the Incident module. When the button will be clicked the Laserfiche application will be launched with preconfigured Laserfiche user id/password The Incident number will be passed to Laserfiche as well to bring up the corresponding records Any records other than the Incident will be manually scanned in and attached to the Laserfiche record.</p>
8)	Motorola Solutions OffenderTrak	Both	<p>Temporary interface to current JMS (if necessary, based on regional EIS project schedule) for continuation of operations during the project</p> <p><u>Response:</u> CUSTOM <u>Explanation:</u> SunGard will develop a one-way export interface for name, arrest and charge</p>

	Product	Agency	Description
			information from SunGard's RMS to Eugene's third party JMS. In order to develop an automated interface, a detailed Scope of Work would need to be developed and a final cost assigned.
9)	Rapid Pawn Shop	Both	<p>Access pawned property and stored in state-wide Rapid system.</p> <p>Response: <u>CUSTOM</u></p> <p>Explanation: <u>Although we do not yet provide an import solution specific to Rapid Pawn Shop, SunGard has many implementations of interfaces supporting the import of pawn ticket data submitted electronically to the local jurisdiction. As part of our solution, SunGard would create a one-way import of pawn data into RMS. SunGard would ultimately need to evaluate the means by which the agency receives new pawn ticket data and the format in which it is received in order to build a solution for creating pawn tickets within our RMS.</u></p>
10)	Crimeview	EPD	<p>Crime analysis and statistics, needs interface to Analytical Support module.</p> <p>Response: <u>CUSTOM</u></p> <p>Explanation: <u>SunGard wishes to propose a one-way database query view into the RMS system for Crimeview application. The database view will be designed based on the set of RMS tables. Crimeview wishes to query for data. Crimeview will be expected to build an extract for the required information. The bid includes effort to build the SunGard view-only.</u></p>
11)	LEDS	Both	<p>The Oregon Law Enforcement Data System (LEDS) provides state criminal records access for the AIRS Consortium and other criminal justice agencies throughout Oregon. It also provides a gateway to the Oregon DMV, NCIC, NLETS and systems in other states.</p> <p>Response: <u>YES</u></p> <p>Explanation: <u>SunGard's CAD provides query-only NCIC functionality for driver, vehicles, wanted persons, guns/articles/boats, criminal history (if enabled), vehicle/person combination and in-state/out-of-state administrative messages. All of the required fields for NCIC are provided in a preformatted form within SunGard's</u></p>

	Product	Agency	Description
			<u>CAD application</u>
12)	AFIS	Both	Interface with national fingerprint database Response: <u>CUSTOM</u> Explanation: <u>SunGard does have an interface to Crossmatch, but is not a LiveScan vendor and therefore cannot interface directly to the national fingerprint database.</u>
13)	EIS PS NET/RMS	Both	Interface to RMS data including but not limited to MNI, MVI, and MPI http://www.goeis.net/records.html

9.2.16 RMS Reports

- 1) System provides tools or supports third-party tools that allow the generation of user-defined reports that can be made available for users to run within each module based on security
Response YES
Explanation Ad hoc reporting is available within RMS based on search results data. In addition, the system is compatible with most ODBC-compliant report writers
- 2) Provides the capability for outputting report results to multiple formats and utilities, including but not limited to, Microsoft Excel, PDF, email, GIS maps, or screen for on-line viewing
Response YES
Explanation Standard reports and ad hoc reports may be exported to various formats including those specified above
- 3) System provides the ability to electronically redact information from reports both automatically (based on agency-defined rule sets) and manually.
Response YES
Explanation Redaction is available for some reports
- 4) Within security constraints, system allows users to design ad-hoc reports using all information from any database within the system Ad-hoc report definitions and results should be sharable with other users in the system based on security role
Response YES
Explanation: Ad hoc reports can be created using any SunGard database and can be saved for reuse and shared
- 5) In a multi-agency configuration, reports are automatically segregated by agency unless configured otherwise
Response YES
Explanation Reports are generated based on the agency to which the user is assigned

- 6) System supports the creation of interactive forms
Response NO
Explanation This feature is not supported
- 7) Reporting system makes use of graphical output such as maps, charts and graphs.
Response YES
Explanation: Reports may be exported to a graphical format
- 8) System includes the ability to generate reports across multiple systems and databases
Response: THIRD
Explanation: This requires the use of a third party report writer such as Crystal Reports
- 9) System includes the ability to schedule and distribute report output in a variety of ways, including but not limited to email, printers, messaging and workflows.
Response THIRD
Explanation: Report scheduling and automated distribution requires the use of a third party report writer such as Microsoft SSRS
- 10) Ability to electronically distribute forms, notices, and letters to interested parties, either via electronic mailing to other RMS accessible parties or faxing to non-RMS accessible parties with faxing capabilities
Response YES
Explanation: User generated reports may be emailed or faxed

9.2.17 RMS System Administration

- 1) System uses agency-defined pick-lists, drop-down boxes, or other easy-to-use options to assist users in correctly entering data.
Response YES
Explanation The system makes extensive use of standard table formats, including picklists
- 2) System provides the ability for agencies to define and maintain code lists and associated literals as well as using authoritative code tables referenced in GJXDM, NIEM, and NCIC. The vendor should be responsible for incorporating changes to authoritative code tables.
Response YES
Explanation The system is designed for the Customer to have the ability to edit code tables as required
- 3) System provides the ability for administrators to define objects such as screens, fields, programs/scripts, tables, etc. In the explanation field, provide information on system development tools, computer languages, and any other software products required or recommended
Response NO
Explanation This feature is not supported

- 4) System supports expungement, sealing, and purging of whole records and partial records
Response: YES
Explanation: Users with appropriate security rights may expunge, seal, or purge records.
- 5) System allows end user to access the database tables through third-party, ad hoc inquiry tools/utilities
Response: YES
Explanation: Data is accessible via ad hoc and third party report writers
- 6) System allows administrators to define the conditions under which an alert or notification is issued as well as the delivery method
Response: YES
Explanation: In addition to the administrators defining the conditions, the user can define the rules and notification method for the notifications.
- 7) In a multi-agency configuration, the system administrator should be able to change the parameters for each participating agency or distribute this function to the agencies
Response: YES
Explanation: Some functions are at the system level, but other functions are available at the agency level.
- 8) System is capable of automatically purging or archiving old data records based on defined retention schedules. Archiving may be performed at a prescribed time as a background task with the capability to be scheduled monthly, weekly or nightly
Response: NO
Explanation: Purging and archiving is a manual process. SunGard does not recommend archiving/purging in order to maintain data access.
- 9) System provides configurable workflow distributed throughout the modules. Workflow administrators should be able to configure routing rules, notifications, troubleshooting flows etc.
Response: NO
Explanation: This feature is not supported
- 10) System keeps audit logs of all entry, modification and deletion information contained within each module. The log should also include date, time and by whom, agency, with configurable log retention and verbosity rules
Response: YES
Explanation: Logs are maintained as part of System Auditing and the System Log.
- 11) System allows users to set a variety of preferences including, but not limited to, look and feel, preferred input mechanism (mouse, keyboard, touch screen, etc.), accessibility, screen layout, keyboard commands, etc.
Response: NO
Explanation: This feature is not supported

- 12) System allows the association of any type of supporting document to records across all modules
Response YES
Explanation: Documents may be attached to a record via the Systemwide Attachments function
- 13) System allows a system administrator to enable or disable fields
Response YES
Explanation: This is available for user-defined fields
- 14) System allows system administrator to configure the input order of form data fields and configure the order in which forms appear in the system
Response NO
Explanation: This is defined by SunGard.
- 15) System allows administrators to establish default values for users based on access level, role agency, department, etc
Response NO
Explanation: System default values can be dictated by the administrator, but are systemwide for all users.

9.2.18 Analytical Support

- 1) Provides support for collecting, collating, analyzing, and disseminating timely, accurate, and useful information that describes patterns, trends, problems, and potential suspects in criminal activity
Response YES
Explanation: This is available via the Crime Analysis Module
- 2) Ability to use analytic data in real-time for quick response to field situations
Response. YES
Explanation Crime Analysis uses real-time data
- 3) Applies analytic data to find strategic solutions for ongoing or long-range law enforcement problems.
Response YES
Explanation Available features allow the user to display pin map results based on search criteria For example, a user can search all arrests within a timeframe and pinmap the results for visual display
- 4) Supports predictive policing through forecasting and trend analysis
Response YES
Explanation Forecasting and trend analysis is available as part of Crime Analysis
- 5) Incorporates and correlates data from multiple internal and external sources
Response YES
Explanation The customer can use external tools to run against SunGard's application databases

- 6) Ability to generate statistical reports for all agency activity, allocate costs and track performance measures
Response NO
Explanation: Partially comply The Daily Activity Module contains reports for statistical analysis, however, this does not allocate costs.
- 7) Includes use of geo data and mapping
Response YES
Explanation Analysis uses geo-file and mapping data
- 8) Provides automated alerts for user and system defined conditional triggers
Response YES
Explanation This is available via the Notifications Module
- 9) Provides analysis for planning and optimization of agency operations incorporating data from multiple sources, such as Personnel, CAD, external sources, etc
Response NO
Explanation This feature is not available
- 10) Supports "link analysis" or the ability to visualize crime/suspect correlations in order to ascertain relationships between a suspect and an offense
Response YES
Explanation We offer a Link Analysis Module which provides a detailed visual representation of relationships
- 11) Factors in MO when correlating crime data
Response: YES
Explanation The system supports tracking MO data

9.3 Computer Aided Dispatch (CAD)

9.3.1 Call Taking

- 1) Each CAD position must be able to initiate CFSs for police or fire or EMS
Response YES
Explanation: At each position, when a police call comes in, the dispatcher will click a 911 button to bring the call into the system. The dispatcher would also click the button to initiate a Fire or EMS call.
- 2) System must be capable of supporting call entry and dispatch functions for multiple police, fire and EMS agencies
Response YES
Explanation. The dispatcher can click the 911 button to initiate a police, fire or EMS call from any agency.
- 3) Call takers can enter a single incident for police or fire or EMS dispatchers without having to enter duplicate information. When additional information is added to one of the related incidents, the same information shall be automatically included in the call details of each related incident
Response YES

Explanation A single incident can be entered and additional units can be spawned. All additional information and spawned units are attached to the same incident.

- 4) The call entry user interface allows for separate fields for incident, caller and response locations and the ability to geo-verify each location

Response YES

Explanation The incident is entered into the nature code field, the caller's name and address comes in via ANI-ALI, and the response locations geo verify per the maps.

- 5) The system has the ability for a user to enter simultaneous events without having to save one and retrieve it later

Response YES

Explanation The system has the ability to automatically spawn calls as needed. At that point, the calls will be related.

- 6) Incident time accounting includes the time the 9-1-1 call was answered based on when the ALI record was received.

Response YES

Explanation The date and time of all activities are recorded in the Radio/Event Log. The Radio log logs the date and time of most activities related to an event.

- 7) Ability to verify the entered location(s) at any point in the event initiation process with a single keystroke

Response YES

Explanation The dispatcher can verify a location at any point of the event by clicking on the easily accessible Location button located on the call taker screen.

- 8) Ability to return addresses which most closely match the entered address if not unique

Response YES

Explanation If an address is entered that is not found in the geofile or street centerline, the user will be prompted with an address verification box indicating a list of closely matched addresses.

- 9) Ability to automatically geo-verify the addresses when the user transmits the completed event record if verification has not occurred previously

Response YES

Explanation An address can be verified at anytime by clicking on the re-geoverification button.

- 10) Ability to accept street type abbreviations from the ANI/ALI system and convert to those used by the application

Response YES

Explanation The system contains an address alias process which can determine the appropriate address based on the alias addresses.

- 11) Ability for a user to enter a location occurring within a hundred block as opposed to the "00" address in a particular block For example, enter a location for the 1200 block of River Road as opposed to 1200 River Road
Response YES
Explanation Our CAD application supports this function.
- 12) Ability to verify addresses in which a directional is part of the street name For example, 300 E Broadway
Response YES
Explanation The address geo-verification accepts address directionals as part of the street name built in the maps
- 13) Ability to verify two segment names as an intersection, separated by a unique character, preferably a slash
Response YES
Explanation Two segmented names of an intersection can be separated by forward slash
- 14) Ability to search for a street, alleyway, river, etc. and filter the results to display all records in which the given segment intersects with another segment to include common places and 100 blocks
Response YES
Explanation User can do the search for a street name If alleyways, rivers, etc. are built as a street segment, this data will also be included When the search includes a street name but not a specific address, a pop-up window displays, indicating the street ranges and the cross streets for those ranges.
- 15) Ability to enter an intersection by listing either first The application should not require two different records to be created to accomplish this.
Response YES
Explanation Intersections can be listed in either order and separated by a forward slash
- 16) Ability to validate phantom intersections where segments cross but do not physically intersect
Response NO
Explanation Validation only occurs on true intersections built in the GIS data
- 17) Ability for system to allow multiple intersections of the same two segments and provide a means of differentiating between them.
Response NO
Explanation This function requires each segment to be unique
- 18) Ability to verify locations on state and interstate highways by mile markers, exits, direction of travel or commonplace names.
Response YES
Explanation: Mile markers can be built as a street segment with block ranges such that the mile markers would be associated to the block ranges. Additionally, a site could be built.

- 19) Ability to return a visible warning to a user verifying an address outside the jurisdictional boundary and return the telephone number and name for the agency serving that area
Response: YES
Explanation: The agency can display a visual warning on the map depending on how far outside the jurisdiction (1-2 miles is common) Does not display agency telephone number as a visible warning.
- 20) Ability to create and route an event for dispatch even though the event is in another jurisdiction.
Response YES
Explanation: Our system can be configured to allow for cross agency/jurisdiction dispatch and unit recommendations
- 21) Ability to enter a single word or a string of words in a common place name and have the system return a list of possible common places that contain the word(s) regardless of their position in the name
Response YES
Explanation: Dependent upon lookup checkbox setting at system administrator discretion, this search can be performed in the address field (i.e., B/McDonalds will return all sites containing the word 'McDonalds' in the site name).
- 22) Ability to enter all or part of an address and a common place name to further differentiate commonplaces with like names For example, 7-11 may be the common place name entered for 7 different locations
Response YES
Explanation: When a commonplace name is entered that is a multiple, a list will be displayed indicating all the names and addresses from which the dispatcher can select Additionally and for ease of dispatching, an alias could be utilized
- 23) Ability to pick non-unique addresses from a list with a configurable sort order
Response: NO
Explanation: The sort order is not configurable.
- 24) Ability to automatically notify parole and probation agencies when clients are associated with a CFS
Response NO
Explanation This function is not available
- 25) Ability to display a list of valid incident types and select from the list.
Response: YES
Explanation Incident types can be entered either by nature code or selected from a dropdown list As the user types in the codes letters, the selection in the dropdown focuses on the codes matching the letters being entered
- 26) Ability to assign a priority to each incident type and the ability to change the priority without changing the incident type
Response YES

Explanation The priority of each incident type can be assigned a default value which populates automatically when that incident type is selected. The priority can be changed at any point during a call by clicking in the priority field and manually entering the value of the priority change

- 27) The system requires the user to provide a valid incident location and incident type in order for a CFS to be routed to dispatch

Response YES

Explanation CAD requires a location and nature codes. Address verification promotes entry of geo-validated addresses however, CAD does allow for a forced non geo-validated address. There are options available such as prompting the user if address does not match exactly.

- 28) The system provides the ability to automatically perform a premise history or duplicate call query for both the incident location and the response location.

Response YES

Explanation When a address is entered, a premise history check is performed and any historical information causes a button to activate in red indicating there is information available.

- 29) The system examines each new incident as the address is verified to determine if it is a potential duplicate of an existing incident.

Response YES

Explanation Whenever a new address is entered, the dispatcher will be prompted with a Duplicate Event box with information referencing earlier calls. The dispatcher then has the option of determining if the the call is a Duplicate, Not a Duplicate or is a Duplicate with the option of adding remarks

- 30) System has the ability to automatically generate a new case number for an incident or manually assign an existing case number to one or more incidents

Response YES

Explanation Individual incidents can be set up to generate a case number when closing the call. Additionally, in a situation where an incident needs a case number assigned manually, the user can click on the Report Only button for generating a case number.

- 31) Ability to enter additional information to any incident whether open or closed

Response YES

Explanation The user can pull up a previous call and enter additional information

- 32) The system displays a warning when the user attempts to update a closed incident

Response YES

Explanation The user is given a message box warning when updating a closed case however the warning can be overridden

- 33) Each call taker or dispatcher position can view the current incident or unit status for police or fire or EMS.

Response YES

Explanation Each call taker can configure his or her position to view a listing of current incidents, status of all events, and monitor which units are responding to each event

- 34) Ability to design call taking forms or procedures to minimize data entry during incident reporting

Response YES

Explanation. Most of the fields on the call taking form are either automatically populated depending on the call type or the user can select from a droplist for appropriate selection

- 35) Ability to automatically close calls of specified types (calls for Public Works, or other non-emergency departments/agencies) without routing to dispatch
Note these calls may result in a work order to an integrated system or simply closed

Response YES

Explanation: CAD has the ability to cancel calls when no dispatch record is necessary These calls are given close codes, all of which are searchable.

- 36) System allows users to quickly notate information, at time of entry or after the fact, which is confidential, subject to redaction or other special security restrictions

Response NO

Explanation All call remarks are user date and time stamped End users would not have the ability to modify call notes. Redacting is a special consideration that is not supported

9.3.2 Dispatch

- 1) The system recommends resources for the selected CFS based on preset criteria for the incident type, priority, location of the incident, and proximity of units

Response YES

Explanation If an incident type is preset to recommend, the user can click on the Recommend button to view the plan. They can then determine to dispatch utilizing the plan or choose to cancel the recommendation and dispatch accordingly

- 2) Resource recommendations can be overridden by the user.

Response. YES

Explanation When prompted with the recommendation plan, the user has the ability to cancel the recommendation plan and dispatch accordingly

- 3) Units may be recommended based on skills, equipment, and capabilities.

Response YES

Explanation. The Unit Recommend function which is set up during initial preparation for go-live can be setup to recommend based on skills, equipment and capabilities and unit type

- 4) System provides the ability to apply agency-defined priorities and SOPs to pending call queue

Response YES

Explanation The SOPs list can be setup to default in priority values associated to individual incident types and SOPs can be created to display an agency defined policy associated to an incident description.

- 5) System displays resources based upon unit status including unassigned as well as assigned with a lower call priority

Response: YES

Explanation: The system allows end user user to display how their units are displayed including separate areas for unassigned units and units on active calls or having all the units whether on a call or not displayed in a common area

- 6) The CAD system accepts input from an AVL system CAD converts the vehicle geographical location (e.g., X/Y/Z coordinates) to a street address, records the location in the unit history, and automatically performs a change location for the vehicle, if necessary

Response YES

Explanation Coordinates are converted to State plane data

- 7) When determining proximity, system uses a closeness calculation that considers distance, drive times, conditions and physical location of units (determined by AVL or last-known location), etc

Response YES

Explanation Partially comply Status of available unit and proximity to location are used to determine unit recommendations

- 8) System includes the capability to capture BOLO information from the LEDS/NCIC message switch, allowing dispatchers to broadcast agency-wide.

Response. YES

Explanation Information from the NCIC can be copied and pasted but is not directly imported

- 9) System supports the creation of Attempt to Locate (ATL) messages. ATLs may be distributed by the agency through a variety of means including, but not limited to the LEDS switch, CAD-to-CAD interfaces, and data exchanges such as Coplink.

Response: YES

Explanation The software allow the agency to spawn a query to multiple places

- 10) System supports, at a minimum, unit statuses for pending (new-not assigned), stacked, dispatched, enroute, arrived, scheduled (delayed dispatch), closed, and handled

Response YES

Explanation CAD call information consists of several windows. One of the windows displays all calls on hold ordered by priority, another window displays all active units and their statuses.

- 11) System supports the ability to reopen any closed (non-archived) call regardless of how long the call has been closed

Response: YES

Explanation: Any historical call can be retrieved and re-opened from the command line

- 12) Unit call stack information including stack order is visible to dispatch positions

Response: YES

Explanation: The Open Calls window displays all calls on hold/stacked and ordered by priority.

- 13) Calls remaining in a unit call stack are automatically returned to the pending queue when the unit secures (goes off-duty)

Response: NO

Explanation: This function is not available

- 14) Scheduled events may be converted to pending or closed, or vice-versa, with no time limit

Response: NO

Explanation: CAD does not schedule calls but CAD can delay a CFS for situations such as a funeral escort. When searching, there is a checkbox to exclude delayed so times will not be impacted.

- 15) Planned CFSs (i.e. prisoner transports, medical transports, long term medical transports) may be scheduled for a specified time and date and may be recurring

Response: NO

Explanation: CAD does not schedule calls but CAD can delay a CFS for situations such as a funeral escort. When searching, there is a checkbox to exclude delayed events so times will not be impacted. Calls are not reoccurring. We do, however, have a message scheduler which allows for scheduling a message to go out reminding a dispatcher to enter a CFS (e.g., entering a CFS for a school crossing guard as necessary).

- 16) System supports officer initiated activity, allowing dispatchers to create a CFS, dispatch and arrive a unit in a single operation

Response: YES

Explanation: Units are automatically defaulted to arrived when self initiating. The dispatch does have the option of choosing the unit to be enroute should they be self initiating themselves on something such as a warrant service or they have not arrived on scene yet but are enroute. Self initiated CFS such as traffic stops can be entered into a window or completely from the command line.

- 17) Ability to run license plates through DMV, LEADS, local and external systems when assigning a unit to a traffic stop

Response: YES

Explanation: The application contains an NCIC button that provides access to national crime information. In addition to vehicle checks, other checks may also be run.

- 18) System allows dispatchers to access multiple command lines and concatenate multiple commands on a single line
Response YES
Explanation Partially comply SunGard's CAD contains only one command line however multiple commands can entered into the command line. One additional command line can be accessed using a function key. Additionally to the multiple commands, multiple units can be utilized
- 19) System allows users to perform any function or update any field through a command-line operation
Response NO
Explanation All dispatch functions can be performed however, updating any field from the command line is not possible.
- 20) System allows dispatchers to update or change a unit's most recent CFS from the command line by using the designator of that unit
Response YES
Explanation The syntax to be entered in the command line would be unit <space> command (e.g., to change a unit's status to Arrived = 105 A)
- 21) The unit status display will indicate the current status of each unit assigned as well as the corresponding CFS (if any), including alert timers, incident type and location
Response YES
Explanation The unit status is displayed in the Active Calls window which includes a watchdog timer that activates to red at user defined times. As time expires, the time can be extended by the dispatcher.
- 22) When units are assigned to a CFS, automatic alert timers based on incident type and priority will alert dispatcher upon expiration. Timers may be reset manually
Response YES
Explanation The unit status is displayed in the Active Calls window which include a watchdog timer that activates to red at user defined times. As time expires, the time can be extended by the dispatcher
- 23) System supports tracking incidents by milestone (timestamps) for specified incident statuses, i.e. "incident under control", "Taser deployed", etc
Response YES
Explanation User can conduct a search for %Taser deployed% in the notes field of the Incident/Event Module and all matches related to any event will be returned
- 24) System provides the ability to capture all police, fire or EMS unit activity in a unit history database with the ability to extract report and archive.
Response YES
Explanation All unit activity is documented in the Radio/Event Log and can be extracted by retrieving the event and clicking on the Event Log button.
- 25) Unit location changes are recorded and time-stamped, including changes of location associated with a CFS

Response YES

Explanation This information is documented in the Radio Event Log

26) The unit status display includes the last known location for a unit.

Response YES

Explanation: The last known location is displayed next to the associated unit in the active calls window

27) System supports recording multiple arrival times; an example would be the arrival at the location and another arrival at the scene

Response YES

Explanation: The units initial arrive tiem is documented as a arrived status. Should the unit do a locatio chatng to another location, the unit can then be arrived again at the new location. The initial arrived is documented as the arrived on scene for statistics purposes.

28) System automatically reassigns a unit to available status after it clears from a scene and is no longer assigned to a CFS

Response: YES

Explanation When a unit clears, it is automatically place into an available status however each service can opt for an out of service after clear code if needed

29) All units assigned to a CFS may be cleared simultaneously and reassigned to available status when the CFS is cleared

Response YES

Explanation Users can be prompted to confirm if they wish to clear all units simultaneously

30) CFS display screen provides immediate access to all open incidents. Closed incidents are automatically removed from the display

Response. YES

Explanation All open calls are listed in either the Active Calls window or the Pending Calls window. The dispatcher may access any call in either list and the information from the selection will populate the main screen window for review or other actions

31) Dispatchers are alerted (visual and audible) when new information is added to a CFS

Response YES

Explanation: Dispatchers are notified visually with a yellow banner and optional audible tone per console when new information is added

32) If all assigned units are diverted from a call, the call is returned to the pending queue.

Response: YES

Explanation There is a visible color change and last unit to be pulled from the CFS will be notated in the open calls window with the call.

33) System has the ability to close a CFS with multiple dispositions

Response: YES

Explanation: If there is more than one unit on the call for service, the primary will have a disposition code other than backup or assist. CAD only allows one disposition code per unit.

34) CFS dispositions in CAD are independent of RMS dispositions.

Response YES

Explanation Dispositions in CAD are completely independent to RMS. The dispositions in CAD do determine if an incident report number should be generated and a report created in RMS.

35) Systems may recommend towing services based on the location where the tow truck is required, the category of the towing service required, and the last time that particular service was used

Response YES

Explanation CAD allows for multiple tow rotation lists and can have a map layer so that CAD can make a recommendation list based on a geographic location. When wreckers are built, a type is associated to them such as a roll back, AAA, oversize, etc. Tow rotation does log the last time a wrecker company was used.

36) System has the ability to rotate towing companies in sequence

Response YES

Explanation Tow rotations are built. Once a wrecker has been utilized it drops to the bottom of a list. Should a dispatcher need to cancel a wrecker for situations such as citizen discretion, the dispatch will be prompted to put the wrecker back to the top of the list or choose to select from the next in line.

37) System has the ability to rotate multiple towing companies within a single agency-defined geographic zone.

Response: YES

Explanation CAD offers a normal tow rotation list and a rotation list that can be configured within timeframes such as weekend availability.

38) System allows the user to record the time and date of each attempt to contact a towing company for an assignment and add comments.

Response YES

Explanation. CAD automatically time stamps based on wrecker functionality. Dispatcher can use commands to add additional comments.

9.3.3 CAD System Administration

1) System has the ability to utilize XYZ coordinates, 3D and elevation information

Response YES

Explanation CAD gives the user the ability to geo-verify using decimal format latitude and longitudes or latitudes and longitudes in degrees, minutes and seconds format. Additionally, SunGard supports an interface to Pictometry (optional and not included in this proposal) which complies with the 3D and elevation information.

- 2) System has the capability of interacting directly with an ESRI centerline database
Response NO
Explanation An ESRI shape file is used and converted into SunGard's proprietary format
- 3) System has the ability to interface with the agency GIS to support maintenance of the CAD map, the law enforcement map layers, such as reporting districts/areas, Fire and EMS map layers, and the creation of the CAD geofile.
Response YES
Explanation GIS can maintain their map data in ESRI The map data can then be exported to a shape file and converted into SunGard's proprietary format
- 4) System allows the user to verify a location entered into the location field of the call entry screen The location must be able to be entered as a street address, hundred block, intersection, or commonplace and verified against a list of valid addresses, hundred blocks, intersections or commonplaces
Response YES
Explanation Address information can be entered and validated within the system using an address, 100 blk range, intersection, business or commonplaces.
- 5) System provides the ability to overlay and filter data layers from multiple sources, including pre-packaged, agency-defined and externally available. Note any limitations on the number of layers that can be overlaid at once
Response: YES
Explanation: Unlimited data layers can be imported from shape format Additionally services (REST,WMS) can be consumed. Services can come in from many places including locally, state and federal.
- 6) System will accept non-verified addresses and flags for future verification
Response YES
Explanation Non verified addresses can be used in the system and a flag is set in the Event History, therefore specific events can be searched and reverified using the Re-Geoverification utility
- 7) System provides an intuitive user interface that allows the user to resolve partial or non-unique addresses
Response: YES
Explanation. Should a dispatcher enter a non exact address they will be prompted with an address verification box which assists them in resolving the address based on the information they provided
- 8) System provides the ability to add information to the local CAD geofile, including but not limited to landmarks, common places, emergency plans, premise information and flags for inclusion in GIS centerline database.
Response YES
Explanation Although not embedded in the GIS centerline database, landmarks and commonplaces can be built as a business and associated to a

geo-verifiable address. Emergency plans being special responses due to a geographical location or site. Premise information defined as officer or apparatus safety information can be built on a exact site address, block range ro raduis surrounding an address

- 9) System provides the ability to quickly create logins for external users who may use the system on a temporary basis. External users may or may not be part of a known Active Directory domain.

Response YES

Explanation: Creating temporary logins is simply a matter of creating the temporary user in the User Group Admin module (approximately 5 fields) and assigning him/her to a group for rights. Expiration dates, timeframes for access may also be applied.

- 10) System provides the ability for users to sign into multiple positions concurrently.

Response. YES

Explanation: Users can be logged into multiple postions but are limited by NCIC access requirements.

- 11) System provides the ability to quickly add and track field units from outside the agency for emergencies and events.

Response YES

Explanation A 'dummy' unit can be created and used to track other agency's units involved in a call.

- 12) System provides the ability to quickly switch between users while maintaining the proper security context in CAD and related systems.

Response YES

Explanation User simply types 'user' in the command line to lock their workstation should they need to step away temporarily.

- 13) System includes detailed audit reports including but not limited to messaging, CAD-to-CAD, CAD-to-MDC, tracking by console, GIS exceptions, security exceptions, keystrokes.

Response YES

Explanation Partially comply. Third party software (not proposed) can be utilized for keystroke tracking.

- 14) System provides the ability to attach configuration options to a broad array of visual and behavioral elements including, but not limited to, colors, fonts, default window size and location, number and location of command line and number of call windows.

Response YES

Explanation CAD allows for configuration of fonts, to some degree the number of call windows, colors such as arrival and notification. Colors can be defined for the system but are available at the user level. Currently CAD offers a single command line with an additional remote command line.

- 15) System provides the ability for administrators to define which options are user-configurable and assign configuration sets by group.

Response NO

Explanation Users can configure the CAD screen layout to meet his/her preferences but configurations cannot be set by group

- 16) System provides the ability for users to quickly switch between configuration sets

Response. YES

Explanation Based on the service a user is monitoring, he/she can configure user group profiles. Changing services is a matter of changing profiles

- 17) System provides the ability to create and maintain complex rule sets based on agency SOPs and apply them to objects including, but not limited to, units, call types and priorities, unit status types, personnel, service providers, timers, and commands

Response: YES

Explanation. There is an SOP button which is available to all CAD workstations and MDT units. Within the SOP module, policies, procedures and help assistance can be documented for reference

- 18) In a multiple agency configuration, each agency has the ability to create, maintain and enforce its own rules and sequencing for incident numbering

Response YES

Explanation Each agency logs into the system as their respective agency and the incident numbering sequencing may be configured (both number range and number format) independently of other associated agencies

- 19) System provides the ability to merge multiple internal and external SOPs into the CAD help file, which may be contextually referenced in applicable areas

Response YES

Explanation Multiple internal/external SOP's can be created within a single file which is accessed via the SOP button. The user can then select a category from a list which best reflects his/her reference need. As an item on the list is selected, the instructions/procedures are displayed in a second column

- 20) System includes the capability for the dispatch center to be moved to an off-site secure location (including hardware system and network connectivity) that will support the creation of an off-site, real-time backup system at the relocated communication center.

Response YES

Explanation Partially comply. Our system can be relocated and there are several options available in regards to our software. Customer must ensure network connectivity

- 21) System includes the ability to recover from an interruption of CAD services, allowing the agency to enter/upload activity data performed during the interruption of service. Some examples include time, unit changes and arrival times.

Response: NO

Explanation Partially comply. Most CAD systems are designed using failover systems and power backups so as no to lose connection.

22) In the absence of network connectivity, system provides for stand-alone operations using the last known good configuration

Response NO

Explanation: The system does not contain an offline mode.

23) System includes the ability to create fully functional Emergency Operations Centers (EOCs)

Response NO

Explanation. The inclusion to create EOCs is not available however, SunGard's CAD can operate out of an EOC with proper connection to the server

9.3.4 CAD Interfaces

	Product or Function	Agency	Description
1)	ProQA	EPD	<p>The system must provide a bi-directional interface with the Priority Dispatch medical software, ProQA. The interface should be for ProQA Medical _v12, ProQA program version 3.4.3.30. System parameters should be able to be set so ProQA opens when a call is received. The interface should automatically populate the Medical ProQA data into the corresponding CAD fields. The interface should provide a responder script or case summary of the ProQA call in the comment field for CAD. The system should also use the ProQA Medical determinate code to automatically select the appropriate Fire/EMS response. Users need to be able to place ProQA calls on hold or in a pending status and they should be able to reopen any closed sessions from CAD. The interface should also meet the certified tier of integration with ProQA software.</p> <p>Response <u>YES</u></p> <p>Explanation <u>SunGard has developed an interface to ProQA's Windows version of Law and Fire Dispatch. SunGard does not include the license fees for the ProQA software because the Customer normally acquires ProQA application software direct from Priority Dispatch. Priority Dispatch also requires that all communicators be trained and certified on their ProQA product by a certified instructor. The Customer must acquire the training from Priority Dispatch. If the Customer already has ProQA, the Customer should verify that the ProQA release is compliant with SunGard's supported release.</u></p>

			<u>ProQA software must be installed, tested and operational at all applicable workstations prior to SunGard installing the CAD interface.</u>
2)	Business Alarm	Future both	<p>The CAD system can automatically recognize and accept notification of a business alarm. The system coordinates the alarm input with a key-holder to present information to a call taker. Based upon business rules, the call taker can accept the alarm call and generate a call for service or manually handle the call.</p> <p>Response <u>CUSTOM</u> Explanation <u>SunGard will develop an interface application that conforms to the Association of Public-Safety Communications Officials (APCO) Central Station Alarm Association (CSAA) American National Standard (ANS) 2.101 1-2008 titled Alarm Monitoring Company to Public Safety Answering Point (PSAP) Computer-Aided Dispatch (CAD) External Alarm Interface Exchange.</u></p> <p><u>The interface will provide the capability of receiving new alarm events from alarm monitoring companies, provide appropriate responses to the alarm company for those alarm events, and process accepted new alarm events as a new call-for-service in the Computer-Aided Dispatch (CAD) system appearing in the Open Calls window awaiting dispatch.</u></p>
3)	ACS Firehouse RMS	Both	<p>System must provide an interface with Firehouse RMS for incident reporting data relating to Fire and EMS via FH CAD Monitor. FH CAD Monitor may be hosted by Firehouse and accessed via a site-to-site VPN or may reside on the City's network.</p> <p>Response <u>YES</u> Explanation <u>The FireHouse RMS interface allows CAD to provide the FireHouse Fire RMS system a one direction transfer of data for call incident number, units and associated times. CAD will export the event information to FireHouse in a mutually agreed upon text file format (e.g., XML).</u></p>
4)	Zoll RescueNet ePCR	Both	<p>Real-time data pushed out to medics in the field</p> <p>Response <u>YES</u> Explanation <u>Interface between CAD and ZOLL Data Systems (ZOLL). This interface will export specific CAD information throughout the life of the event. The export data will be exported as an XML file where it will be</u></p>

			<u>retrieved and processed by ZOLL.</u>
5)	9-1-1 ANI/ALI Data Spill	EPD	<p>RS-232 serial interface for the 9-1-1 ANI/ALI data spill. Auto-populate the CAD record with 9-1-1 call data. Transport direction is primarily one-way from the CenturyLink (formerly Qwest) server at CLCC to CAD using a Lantronix device server (current model UDS-1100) located near the CenturyLink server to transport the serial output via Ethernet to the CAD server where another Lantronix device server converts Ethernet back to RS-232 for the CAD server. A static IP address, or DHCP reservation, is required for each Lantronix device server.</p> <p>Response <u>YES</u> Explanation <u>The E911 Interface allows CAD to communicate to the E911 controller's ANI/ALI serial port. The Customer must provide an RS232/serial cable (with accurate pin-outs) from their E911 ANI/ALI controller's CAD port to the CADserver's serial port. The Customer must also provide SunGard with accurate ANI/ALI interface data formats from their E911 vendor that defines the data stream characters and their stop and start positions.</u></p>
6)	HipLink Paging Server	EPD	<p>RS-232 serial interface for the HipLink paging server. Auto-populate CAD data to send out as a text message to rural fire districts when they are dispatched on a call. Transport direction is primarily one-way from CAD to the HipLink server at CLCC using Lantronix device servers at both ends, similar to above.</p> <p>Response <u>CUSTOM</u> Explanation <u>SunGard will modify the existing SunGard Paging Module to support the ability to export a page file from CAD to HipLink Paging. The export will consist of a single ASCII text file that represents a paging recipient. The file will be deposited into a mutual directory that is shared with HipLink.</u></p>
7)	Fire Toning	EPD	<p>Automated fire toning interface using a Application Program Interface (API) between the Motorola Centracom Gold Elite radio application, vR10.00.11, and CAD. The API requires that both applications, CAD and Centracom Gold Elite, reside on the same client for each dispatch position that dispatches (or may dispatch) fire/ems.</p> <p>Response <u>CUSTOM</u></p>

			<p><u>Explanation</u> SunGard would be willing to discuss the feasibility of this development with the City Discovery needs to occur to understand the agency requirements. Any custom development would require a mutually agreed upon Statement of Work with pricing to be determined</p>
8)	NG911	EPD	<p>System supports or is positioned to support emerging NG911 functionality such as: the ability for the public to transmit text, images, video and data to the 911 center, Advanced Automatic Collision Notification systems, medical alert systems, allowing the PSAP to issue emergency alerts to wireless devices in an area via voice or text message and to highway alert systems</p> <p><u>Response</u> FUTURE <u>Explanation</u> Support of the Next Generation 911 environment is currently on our roadmap SunGard is working with industry leaders in NG911 call taking software It is our intention to offer integration to those vendor's systems SunGard is working with vendors that are in the best position to support NENA NG9-1-1 requirements and I3 standards</p>
9)	CMI Authority CAD	EPD	<p>CAD-to-CAD interface used by several smaller agencies for which Eugene provides some call taking and dispatch services.</p> <p><u>Response</u> CUSTOM <u>Explanation</u> Making the assumption that the City of Eugene can follow our standard C2C which utilizes the specifications for Tri-Tech, we can price at standard pricing. If not, custom development would need to be performed under an SOW with further understanding of the requirements.</p>
10)	EIS PS NET	Both	<p>CAD-to-CAD interface to EIS PS NET/CAD and JMS JMSSVB PS.NET Jail Management System. Version 1 0 66 0 EIS suite will be implemented by Lane County in 2012/2013</p> <p><u>Response</u> CUSTOM <u>Explanation</u> Making the assumption that the City of Eugene can follow our standard C2C which utilizes the specifications for Tri-Tech, we can price at standard pricing. If not, custom development would need to be performed under an SOW with further understanding of the requirements.</p>

11)	Intergraph CAD	Both	<p>CAD-to-CAD interface for system used by Oregon State Police. Currently calls are relayed to OSP by telephone.</p> <p>Response <u>CUSTOM</u></p> <p>Explanation <u>Making the assumption that the City of Eugene can follow our standard C2C which utilizes the specifications for Tri-Tech, we can price at standard pricing.</u> <u>If not, custom development would need to be performed under an SOW with further understanding of the requirements.</u></p>
12)	VESTA M1/CS	EPD	<p>Transfer text from TTY into CAD for CFS narrative.</p> <p>Response. <u>CUSTOM</u></p> <p>Explanation: <u>SunGard will develop an interface between CAD and Plant Vesta for the purpose of accepting incoming TTY streams and displaying the information within the calls for service narrative box.</u></p>

9.3.5 Mobile CAD

- 1) System allows mobile users to perform RMS and LEDS/NCIC queries including master index queries, running license plates, serialized property, etc
Response: YES
Explanation SunGard's MDTs provide query only NCIC functionality for driver, vehicles, wanted persons, guns/articles/boats, criminal history (if enabled), vehicle/person combination and in-state/out-of-state administrative messages. All of the required fields for NCIC are provided in a preformatted form within the SunGard application. In addition to the NCIC query, a query of the RMS application is performed.

- 2) Mobile interface is optimized for performance over a cellular connection.
Response YES
Explanation: The system has been optimized to work over low bandwidth networks, therefore the better the bandwidth, therefore, the better the optimization.

- 3) Mobile interface includes configurable display modes for day or night.
Response: YES
Explanation User can toggle between day and night mode via Ctrl + D.

- 4) Mobile interface is optimized for touch screen (including with gloves) and keyboard use, providing "finger friendly" buttons, keyboard shortcuts and other usability features
Response: YES

Explanation: The MDT application is touch screen friendly utilizing large buttons for easy access (including with gloves). Keyboard shortcuts include utilization of 'hotkeys' which are useful when no mouse is available

- 5) Mobile functionality includes the ability to utilize available images including videos, mug shots, photo line-ups, etc

Response: YES

Explanation: SunGard's message switch provides the capability to send images and other attachments to and from the mobile unit. To preserve bandwidth, the system administrator can also dictate a limit size to an attachment that can be transmitted.

- 6) System includes the ability to scan driver's license information

Response: YES

Explanation: Driver's licenses can be scanned using a SunGard approved scanning device. Information from the scan can also be imported into the modules for ease of data entry.

- 7) Mobile interface is optimized for officer safety and usability.

Response: YES

Explanation: The design of the mobile user interface was with officer safety in mind. SunGard utilizes a full screen, large buttons (both for viewing and touch screen ability), large font and color coding for designated information.

- 8) Mobile interface includes use of GIS maps

Response: YES

Explanation: The same mapset which are used in CAD and RMS are downloaded to the mobile units and stored locally on the laptops.

- 9) Mobile interface includes a variety of ways to alert users of BOLOs, including user configurable visual and audio alerts

Response: NO

Explanation: This function is not supported.

- 10) Mobile application provides a process for audible and visual alert of LEADS/NCIC possible hit and said process must be able to be turned on and off by the mobile operator

Response: YES

Explanation: In the event of a NCIC responses, the Message button flashes and an audible alert is sounded. These features are configurable by the user to be on or off.

- 11) Mobile application has the ability to print to any LAN printer or on the vehicle printer

Response: YES

Explanation: Printing to a LAN is not a function of SunGard's message switch, however, the system allows printing to LAN printers assuming the unit has connectivity to the LAN.

9.3.6 Fire and EMS CAD

Please respond to the questions in this section as completely as possible. Refer to **APPENDIX F** for specific information on each of these requirements

Title IJIS Institute REVISION ASSESSMENT
FOR THE INCORPORATION OF FIRE AND EMS FUNCTIONS INTO THE LAW
ENFORCEMENT CAD FUNCTIONAL SPECIFICATIONS

URL http://www.ijis.org/docs/ijis_CADFS_Rev_Assm_20100128.pdf

- 1) 2.2.1 Add Destination Locations
The system captures multiple destinations. The dispatcher or the unit can click the Transport button to notify of transporting and click the Arrive button when unit has arrived at destination. Each destination change is logged into the Radio Event Log.
- 2) 2.2.2 Alerting
Alerting is available in the forms of station alerting, paging, toning, Rip and Run and personnel alerting.
- 3) 2.2.3 Move Up ("Fill-In" and "Station Fill")
The Move command which can be entered from the command line provides the ability to automatically reposition a unit under a different Group code as part of the Move command process. The Move command also adjusts a unit recommendation if a unit also needs to be repositioned under a different Group code heading. The command line functionality allows the Move command to be fully executed at the command line level or by utilizing the Move Unit window.
- 4) 2.2.4 Staffed versus Unstaffed Units
CAD performs this by bringing units on duty on the fly whether manned or not and treating them as normal units.
- 5) 2.2.5 Cross Staffing/Crew Counting/Shared Staffing
This is a manual process in which the dispatcher removes the unit from duty when it is realized that the staffing is low.
- 6) 2.2.8 Run Cards / Response Plans
Response plans are created during the initial system setup phase. The response plans would identify the unit type required based on the availability of staffing and special equipment needs.
- 7) 2.2.9 Adjustable Dispatch Levels
Dispatch levels can be created or modified as needed to meet special demands.
- 8) 2.2.10 Adjustable Response Plans
Special unit recommend modes might apply for special events or disasters - such as a hurricane. In the event of a hurricane, the user or system administrator would have the ability to manually activate and place CAD into a hurricane unit recommend mode. While in this mode, unit

recommend will use special response plans (child plans) that are linked to the standard normal response plan (parent plan), but classified as a Hurricane mode response plan.
Additionally, Day of Week/Time of Day. A Day of Week/Time of Day response might apply for a part of the service area where the response requirements change based on the day of the week or time of day. For instance, there is a group of popular nightclubs in a particular area of town. During the week from Monday to Thursday, a normal response may suffice, but on Friday and Saturday nights from 7:00 PM to 3:00 AM, the number of patrol units responding to the area may need to be increased as a result of the nightclub activity and traffic. Using a Day of Week/Time of Day response, the appropriate response would automatically be ensured without the necessity of a manual override mode by the communicator

- 9) 2 2 11 Hospital Status / Availability and Hospital Recommendation
The system can be set up to notify of the nearest hospital assuming the unit is AVL equipped.
- 10) 2 2 12 Additional Attributes
How a unit is setup dictates a unit's availability for special needs and recommends based on that criteria
- 11) 2 2 13 CAD Incident Type
During initial system set up, each Incident type is created with priorities assigned to each at that time. The attributes can be adjusted by the dispatcher at any time
- 12) 2.2 14 Unit Recommendation Based on Input from Other Jurisdictions
CAD has the ability to accept calls from other jurisdictions however the dispatcher receives a warning indicating they are entering a call with an agency that is not defined for that console. This is especially important for multijurisdictional sites. When this rule is enabled, each console is configured with the agencies that should be supported by that console. If the events agency is not defined for that console, the Communicator is warned that they are entering a call that is not supported by that console. The Communicator then has the option to continue entering the call or aborting
- 13) 2 2 15 Predetermined and User Defined Timers
CAD supports the ability for agencies to create user defined time stamps (UDTS). This feature is useful for documenting event milestones or special status codes. A few examples include, time of arrest, Miranda rights given, crime scene secure, K9 deployment, building checks, starting standing orders, discontinued CPR, etc
- 14) 2 2 16 Unit Status Timers
Each console can be configured to automatically display a visual reminder for a call that has exceeded a predetermined amount of time. The display can also be set to audio which sounds the Watchdog Alert for their monitored units until all of their monitored Watchdog Alerts are reset. This is helpful for cases where a communicator may have multiple active units

that scroll off their screen and are no longer visible. This reminder will inform communicators that they still have units in an alert status that need to be looked at.

- 15) 2.2.17 Patient Tracking
This could be accomplished via a third party software, however, is not available in our CAD.
- 16) 2 2 18 Additional Unit Status
Unit statuses are created during the system's initial setup
- 17) 2 2 21 Conditional Availability of Apparatus
CAD has the ability for apparatus to simultaneously function as multiple unit types for alarm levels less than a specified number. For example, if CAD selects Q3 as an engine, and if a ladder company is required and Q3 is the next due ladder listed in the geo-proximity sequence, then CAD will treat Q3 in such a way that it is responding as both an engine and a ladder company. For alarm levels greater than or equal to the number specified, CAD will treat the apparatus as one type or the other, but not as both
- 18) 2 2 27 Additional Unit Dispositions
Unit dispositions can be assigned to each unit that has responded to a call
- 19) 2 2 31 Notifications
CAD has the ability to activate either a single pager or group pager ID to predefined personnel based upon the nature code entered. This functionality was added for clients who want certain personnel to be notified when certain natures occur within their agencies jurisdiction. In addition to the initial page being sent when the call is finished, there will also be an update page sent out if one of the following takes place, the call was canceled, the nature code has been changed, or the address information has changed. Additionally, the Pagers List Report is a report that will list all pagers and their corresponding pager ID's built within the CAD system.
- 20) 2 2 32 Contact List
The CAD system contains a Phone Directory/Rolodex module for storing and quickly accessing phone directory information.
- 21) 2 2 33 Scheduled Events
CAD creates a call and schedules or delays and event using the Delayed Call Feature
- 22) 2 2 34 Special Dispatch Areas
Special response plans can be built during the initial system setup which can accommodate needs to specific geographic locations.
- 23) 2.2.38 Channel Designations
CAD does this through on the unit recommend screen and radio channel prefix as applied to the nature code

- 24) 2 2.42 Incident / Premises / Unit Standard Operating Procedures
The CAD systems contains an SOP module which can be used to create, store and access information relevant to agency policy and procedures This functionality is available to all dispatcher and MDT units
- 25) 2 2 49 Vehicle / Unit Change
Dispatchers have the ability to change unit statuses. The unit changes do not transfer.
- 26) 2 2 50 Automatic Routing
CAD can route recommend based on AVL coordinates. Additionally, the dispatcher can input a TO and FROM location and receive directions in text form.
- 27) 2 2.56 Time Stamps
All activities within CAD or between the dispatchers and mobile units are documented and timestamped. The timestamps are not editable and cannot be overridden. CAD supports the ability for agencies to create user defined time stamps (UDTS). This feature is useful for documenting event milestones or special status codes. A few examples include, time of arrest, Miranda rights given, crime scene secure, K9 deployment, building checks, starting standing orders, discontinued CPR, etc.

9.4 Technical Requirements

Please answer the questions in sections 9.4.1 thru 9.4.7 as completely as possible. Refer to Appendices when applicable

9.4.1 Security

- 1) System allows tiered access to information, based on passwords and other authentication and nonrepudiation practices including real-time Microsoft Active Directory/LDAP authentication.
Response: YES
Explanation: SunGard utilizes Active Directory authentication. In addition, rights for user access to specific modules and functions is given by the agency's system administrator. Rights are given to individual Groups based on responsibilities and users are assigned to the appropriate group.
- 2) System includes role-based authentication/authorization
Response: YES
Explanation: Rights are given to individual Groups based on responsibilities and users are assigned to the appropriate group. Groups may be created to reflect role-based authorization to specific functions and modules.
- 3) System meets or exceeds current CJIS security standards. CJIS Security Documentation: 2011 Draft. See link in Appendix E
Response: YES
Explanation: SunGard is CJIS Policy Compliant.

- 4) System supports multi-factor authentication methods using existing standards identification technologies such as biometrics, identification cards, and security tokens
Response: NO
Explanation: _____
- 5) In a multi-agency configuration, the system provides a "central configuration" module, which enables owning agency to restrict file/information usage
Response: YES
Explanation: Each agency within the multi-agency configuration has the ability to grant rights and permission to those users within their own agency via an agency specific User/Group Administration module. Additionally, rights and permissions can be grant to users of other associated agencies.
- 6) System allows for distributed security administration
Response: YES
Explanation: Any user with rights and permissions to the User/Group Administration modules may grant rights
- 7) System allows the security administrator to set up security such that each user can only view, edit, add, print, and/or delete the types of records or fields for which he/she is authorized.
Response: YES
Explanation: In the User Group Administration module, the system administrator creates Groups in which ADD, DELETE, MODIFY rights are assigned. Individual users are then assigned to an appropriate group to which he/she is authorized.
- 8) Case management uses "case type" security to control access to incident and arrest records such as those involving juveniles, sex crime victims, or other special types
Response: YES
Explanation: Case Management utilizes an additional level of security in which an investigation type is assigned a security level number (1-9) and the user must have an equal or higher security level number to access any information in regards to that record.
- 9) System applies appropriate edits to all entered data to ensure data integrity and maintain activity logs and audit trails
Response: YES
Explanation: After a record is saved initially, all data modification or deletions are recorded within the audit module. Additionally, printing of a report is recorded in the audit log.

9.4.2 Architecture

- 1) Are there any database components that do not run on the SQL server? If yes, please explain.
Response: NO

- 2) Does your system require SQL Server system administrator privileges or membership in any fixed server role for normal operations? If yes, please explain.
Response. NO

- 3) What workstation (stationary or mobile) permission level is recommended or required to run the client components?
Installation of the application must be performed by an account with local administrator privileges. Day-to-day use can be carried out with a non-privileged user account.
- 4) Does your system require SQL Server Common Language Runtime (CLR)? If yes, what functions?
Response NO

- 5) What is the process for applying updates and upgrades to client workstations?
Using remote connectivity, SunGard personnel will apply the update. SunGard anticipates no downtime during the update process. After the update is complete, the person delivering the update will contact the System Administrator to have the CAD and RMS users exit the application and log back in for the new changes to take effect. If they have MCT/MFR, users will need to initiate a mobile update (via a provided shortcut on the laptop).
- 6) Does your system require additional software components or services installed on the SQL Server? If yes, please list the components and/or services.
Response. YES
In our typical deployment model, our SQL Database and the file server for the application is run from the same server.
- 7) Does your system require SQL Server to listen on any specific communications port? If yes, which ports?
Response NO
Standard SQL Server ports are used.
- 8) Does your system require SQL Server to listen on any protocol other than TCP/IP sockets? If yes, please explain.
Response NO

- 9) Does your system require the use of SQL Server extended stored procedures (e.g. xp_cmdshell)? If yes, which ones?
No
- 10) Please list any technical certifications, for example ISO 9000
Response YES
We have 23 Microsoft-certified employees with the following certifications: MCSE, MCPS, MCNPS, MCPSI, and MS Office User Specialist. Employees

also have certifications for CISCO, Oracle, CompTIA A+, CompTIA Network+, Symantec Veritas NetBackup (Unix, Windows, Admin), Symantec Veritas Data Protection Specialist, Symantec Veritas Storage Foundation (Unix, Windows, Admin), IBM Tivoli Storage Manager, IBM Certified Deployment Professional and IBM Certified Advanced Deployment Professional.

- 11) We currently use NetMotion wireless middleware to transport data to MDC units. NetMotion will transport TCP, UDP, and ICMP. The NetMotion product has NAT, VPN, and proxy behaviors. More information is available at <http://www.netmotionwireless.com>. Look at the Mobility XE product. Can the mobile components of your system work with this environment?

Response: YES

We currently have many customers using NetMotion to secure the communications to their mobile computers running our applications.

- 12) Does your application support the system running without any open firewall ports directly from the public side to the private side of the network? If yes, please explain.

Response: NO

External facing apps such as P2C and P2P need port access through the firewall in order to connect to the core applications. SunGard's Mobile applications require port access to connect to the Message Switch and CAD applications.

- 13) Please define any networking needed beyond the TCP/IP addressing (10.10.0.0) provided for our business network.

SunGard Public Sector uses standard TCP/IP networking based on Windows standards and best practices.

- 14) Will all passwords be strongly encrypted over all networks? What is the encryption level?

Response: NO

Once the executable loads, it queries the SQL database for the login information. The passwords are stored as an encrypted string in the table that contains logins, the application itself deciphers the login string and compares it to what the user typed in.

- 15) Does any software use special TCP/IP ports? If so, list each with its functions.

Response: YES

25 - SMTP (for Pagegate and E-mail from CAD)

389 - LDAP (For AD authentication through the product)

444 - SNPP (for Pagegate)

445 - File Sharing

1433 - SQL

1434 - SQL (sometimes, like for a second instance of SQL)

2001 - SMS Console to connect to AHost

2005 - Mobiles to connect to AHost

2006 - CAD/RMS to connect to AHost

2010 - Query Server to connect to AHost

2011 - Training Query Server to connect to AHost (older AHost versions)
2012 - Third Query Server to connect to AHost (old AHost versions)
2013 - Fourth Query Server to connect to AHost (older AHost versions)
2300 - Base port used for the OSSI application to connect to Syserv (local only, does not traverse network)

- 16) Please provide a network system architecture diagram including all servers and clients.

Response: YES

Please refer to Appendix 7, System Diagram, for the requested network diagram

- 17) Does your proposed core solution have the ability to run in a virtualized environment?

Response YES

Our products do, in fact, work in a virtualized environment. We have customers who are using both the VMware products and the Microsoft Hyper-V products. The hardware and software preferences are really those of the customer since ultimately it is your responsibility to stand up the environment and ensure it's appropriate day-to-day operation

- 18) Does your solution run in a VMware ESX environment?

Response YES

- 19) How much CPU, Memory, and Storage needs to be allocated to your solution?

Response YES

Please refer to this information located in Appendix 6, Hardware Specifications, of this response

- 20) How do you upgrade and patch the VM environment?

Response NO

The responsibility to stand up the virtual environment and ensure it's appropriate day-to-day operation belongs to the customer

9.4.3 Hardware

1) **Requirements**

a) System Information

Vendor(s). SunGard Public Sector strongly recommends that all server hardware be from a top-tier hardware manufacturer such as Dell, HP, or Stratus Technologies.

Model(s): There are no specific model requirements. Models should be selected by feature / benefit and requirements as denoted by the agency. A more comprehensive definition of all specifications for each type of server and it's purpose can be found in Appendix 6, Hardware Specifications, of this response. General recommendations are listed below

b) CPU

Type (Current/Projected): Intel Quad-Core or Intel Hex-Core
Speed (Current/Projected) > 2.6GHz

- c) # CPU's (if multiprocessor capable)
Minimum Required(Current/Projected) QTY 2, Quad-core / QTY 1 Hex-core
Recommended(Current/Projected) QTY 2, Quad-core / QTY 1 Hex-core
- d) Memory
Minimum Required (Current/Projected) 8GB
Recommended (Current/Projected). 12GB
- e) Disk Space Capacity
Minimum Required (Current/Projected) 100GB
Recommended (Current/Projected): > 250GB
- f) Disk Space Capacity
Minimum Required (Current/Projected): 100GB
Recommended (Current/Projected) >250GB
- g) Disk Array Configuration Proposed:
RAID Level(s) supported: eRAID1, RAID 5, RAID 10
Hot-swappable drives/components included Yes, strongly recommended.
- h) Storage Area Network/NAS Proposed
Vendor(s) Stratus Technologies
Model(s) eftScalable G2
- i) Network Infrastructure Equipment Proposed.
Device(s). N/A
Make(s) N/A
Model(s) N/A
- j) Other Equipment Proposed.
Device(s) Tape Backup Device
Make(s). DELL
Model(s). PowerVault 114X

2) **User Workstation Requirements - DESKTOPS**

Please provide both the minimum required and recommended configurations for user workstations that will allow for proper performance of all proposed application functionality

- a) CPU
Type(Current/Projected): Intel Multi-Core
Speed(Current/Projected): 2GHz or greater
- b) # CPU's(if multiprocessor capable)
Minimum Required (Current/Projected) 1
Recommended (Current/Projected) 1

- c) Memory:
Minimum Required (Current/Projected): 2GB
Recommended (Current/Projected): 4GB
- d) Disk Space Capacity
Minimum Required (Current/Projected) 20GB
Recommended (Current/Projected) >20 GB
- e) Display Resolution(s)
Minimum Required (Current/Projected) 1024x768
Recommended (Current/Projected): 1024x768 or greater
- f) Other Hardware:
Required: Matrox M9120 Video Card and Quad-cable
Recommended: enter explanation here
- g) Operating System(s):
Required: AD/RMS
Microsoft Windows Server 2003 SP3
Microsoft Windows Server 2008 R2

Message Switch

Microsoft Windows Server 2003 SP3
Microsoft Windows Server 2008 SP2 (32-Bit Only)
Recommended: CAD/RMS:
Microsoft Windows Server 2003 SP3
Microsoft Windows Server 2008 R2

Message Switch

Microsoft Windows Server 2003 SP3
Microsoft Windows Server 2008 SP2 (32-Bit Only)

- h) Additional Application Software
Required CAD / RMS
Microsoft SQL Server 2005 SP3
Microsoft SQL Server 2008 R2

Message Switch

Microsoft SQL Server 2005 SP3
Microsoft SQL Server 2008 SP2 (32-Bit Only)
Recommended CAD / RMS:
Microsoft SQL Server 2005 SP3
Microsoft SQL Server 2008 R2

Message Switch

Microsoft SQL Server 2005 SP3
Microsoft SQL Server 2008 SP2 (32-Bit Only)

3) **User Workstation Requirements - LAPTOPS**

Please provide both the minimum required and recommended configurations for user workstations that will allow for proper performance of all proposed application functionality

- a) CPU.
Type (Current/Projected): 2GHz Multi-core
Speed (Current/Projected) >2GHz Multi-core
 - b) # CPU's(if multiprocessor capable)
Minimum Required (Current/Projected) 1
Recommended (Current/Projected): 1
 - c) Memory.
Minimum Required (Current/Projected) 1GB
Recommended (Current/Projected). 4GB
 - d) Disk Space Capacity:
Minimum Required (Current/Projected) 10GB
Recommended(Current/Projected). >10GB
 - e) Display Resolution(s)
Minimum Required (Current/Projected) 1024x768
Recommended (Current/Projected): >1024x768
 - f) Other Hardware:
Required enter explanation here
Recommended GPS receiver, magnetic stripe reader, 2D barcode reader
 - g) Operating System(s)
Required Microsoft Windows XP Professional SP3
Microsoft Windows Vista SP2 (Business Class)
Microsoft Windows 7 (Business Class)
Recommended Microsoft Windows XP Professional SP3
Microsoft Windows Vista SP2 (Business Class)
Microsoft Windows 7 (Business Class)
 - h) Additional Application Software:
Required Microsoft Visio 2010
Recommended Microsoft Visio 2010
- 4) **User Workstation Requirements - MDCs**
Please provide both the minimum required and recommended configurations for user workstations that will allow for proper performance of all proposed application functionality
- a) Client.
Specific Client Designed for MDC YES
32 bit? Yes
Web Based NO

b) Special Display Requirements

Touch Screen YES

Night Mode YES

c) Other Hardware

3G/4G YES

NetMotion. YES

d) Operating System(s)

Win7 YES

Win XP. YES

5) **User Workstation Requirements – TABLETS / SMART PHONES**

Please provide both the minimum required and recommended configurations for user workstations that will allow for proper performance of all proposed application functionality

a) CPU.

Type (Current/Projected). PXA320

Speed (Current/Projected) 806MHz

b) # CPU's(if multiprocessor capable):

Minimum Required (Current/Projected). 1

Recommended (Current/Projected) 1

c) Memory:

Minimum Required (Current/Projected): 256MB RAM / 1GB Flash

Recommended (Current/Projected): 256MB RAM / 1GB Flash

d) Disk Space Capacity

Minimum Required (Current/Projected): None

Recommended (Current/Projected) micro SD card up to 32GB

e) Display Resolution(s)

Minimum Required (Current/Projected) 640x480

Recommended (Current/Projected) 640x480

f) Other Hardware.

Required Magnetic stripe reader, bluetooth printer, wireless radio

Recommended. Magnetic stripe reader, bluetooth printer, wireless radio

g) Operating System(s)

Required: Windows Mobile 6.5

Recommended: Windows Mobile 6.5

h) Additional Application Software.

Required: No additional application software is required

Recommended No additional application software is recommended.

6) **Portable Ticketing**

Please provide both the minimum required and recommended configurations for user workstations that will allow for proper performance of all proposed application functionality

- a) CPU
Type (Current/Projected). PXA320
Speed (Current/Projected) 806MHz
 - b) # CPU's(if multiprocessor capable):
Minimum Required (Current/Projected) 1
Recommended (Current/Projected) 1
 - c) Memory
Minimum Required (Current/Projected): 256MB RAM / 1GB Flash
Recommended (Current/Projected) 256MB RAM / 1GB Flash
 - d) Disk Space Capacity:
Minimum Required (Current/Projected) None
Recommended (Current/Projected) emicro SD card up to 32GB
 - e) Display Resolution(s):
Minimum Required (Current/Projected) 640x480
Recommended (Current/Projected). 640x480
 - f) Other Hardware:
Required. Magnetic stripe reader, bluetooth printer, wireless radio
Recommended Magnetic stripe reader, bluetooth printer, wireless radio
 - g) Operating System(s):
Required. Windows Mobile 6.5
Recommended: Windows Mobile 6.5
 - h) Additional Application Software:
Required. Windows Mobile 6.5
Recommended. enter explanation here
- 7) The City is interested in the possibility of providing portable 2D drivers license readers and fingerprint scanners to comply with NCIC 2000 requirements. Please describe your overall approach or recommended alternative SunGard Public Sector recommends the use of the DataLogic Magellan 1100i 2D barcode scanner

9.4.4 Third Party Software/APIs

- 1) Does solution require or include third-party office/productivity software (spreadsheet, word processor, spell checker, email etc)?
Response NO
Specify any required/recommended third-party software
There are no third-party administrative software products required.
- 2) Does solution include Application Programming Interfaces (APIs)?

Response. NO

Describe APIs in detail including all functionality exposed and technologies supported.

Response NO

None.

- 3) Does solution require/support third-party software related to multimedia (digital photos, audio and video)?

Response NO

The application utilizes programs available in a Windows environment

- 4) Are third-party tools recommended or required for reporting?

Response YES Although SunGard provides many canned reports and an Options Report reporting tool, report creating can be greatly enhanced by utilizing third party reporting applications such as Crystal Reporting and Q-Rep reporting (not proposed)

- 5) Are any third party components (services, compilers, development tools etc) required for the installation and operation of the system?

Response YES

Indicate whether these are included in the price proposal (cross reference the line items).

SQL Server - please refer to Section H, Pricing, for the response for this item.

- 6) Do you allow data from other systems to be displayed in your system by invoking external APIs? Examples Evidence data, list of in-car videos, etc

Response YES

There are many portions of our applications that allow data import from other systems. Examples include CAD to CAD data exchange, warrant data, citation data, property & evidence data, pawn data, in car video and more

- 7) Do you have APIs that would allow data from your system to be displayed in other systems?

Response YES

SunGard allows data to be displayed in others system Depending on needs, we can support the import and/or export of data elements. We have several interfaces that simply create a view of data for other system consumption.

- 8) Do you have an API that would allow data from another system to create a case in your system?

Response YES

SunGard allows data to be imported into our system and cases created Examples include importing of Citation and Warrant data from courts systems and importing of pawn data from pawn shops. APIs need to import data may need to be customized to accommodate specific needs.

9.4.5 System Maintenance and Operations

- 1) What are the City's obligations following a new release/major redesign of an application?

SunGard Public Sector delivers the update to the client site and installs it as necessary. The user then simply logs out and logs back in for changes. For the proposed CAD and RMS applications, the user must run an update routine that is provided with the update.

- 2) Does your solution require installation of new releases on a specific schedule?
NO - However, new enhancements will not be available if the update is not installed

a) How soon after general availability?

N/A

b) Is there an additional charge for the new release? NO

c) Is conversion assistance provided, if necessary? NO - Conversion is not necessary with new releases.

d) Is new documentation supplied? YES

e) Is additional training provided? NO

f) Is maintenance continued for the old release? YES

- g) If yes, for how long? SunGard follows the Microsoft schedule for operating system support.

- 3) Describe your policy and timing for dropping support of client operating system(s), server operating system(s) and database versions
SunGard follows the Microsoft schedule for operating system support

- 4) List contact names, phone numbers and addresses for user groups that focus on elements of the proposed solution set
SUGA OFFICERS

President Pam Brown
Cedar Hill Police Department
285 Uptown Boulevard
Cedar Hill, TX 75104
972 291.5181 ext 2030
pam.brown@cedarhilltx.com

President-Elect Valerie Broxson
Okaloosa County
364 Highway 190
Valparaiso, FL 32580
vbroxson@co.okaloosa.fl.us

Past President Anthony Sorce
Wilksburg-Penn Joint Water Authority

2200 Robinson Boulevard
Pittsburgh, PA 15221-1193
412.243 6237
asorce@wpjwa.com

Secretary Dan Owens
Clark County
500 South Grand Central Pkwy
Las Vegas, NV 89101
702 455 5686
dso@clarkcountynv.gov

Director at Large Calvin Patterson
City of Columbia
P O Box 6015
Columbia, MO 65295
573 874 7547
cjp@gocolumbiamo.com

Director at Large Bill Haight
Salt Lake City Corporation
349 S 200 E
Salt Lake City, UT 84111
801 535.7977
bill.haight@slcgov.com

- 5) Describe problem management and escalation procedures.
Issues should be called into the Support Department, the Technical Department will become involved if the issue is determined to be hardware, operating system, and/or network related. Application issues are handled by Product Support staff who follow an escalation process to involve programmers and/or other departments, as needed.
- 6) Does the system provide knowledge base keyword search capability to facilitate a search of the knowledge base to facilitate problem resolution?
YES
Describe the support knowledge base format (e.g., web site, distributed media) Customers can report program errors through our SunGard Customer Connect Portal SunGard's application users are given free access to the Customer Connect Portal which contains a wealth of information on all OSSI products and services. The Customer Connect Portal provides information on recent enhancements, advisories, user tips, and "knowledge base" documents The portal can be keyword searched and sorted by product type, documentation can be downloaded and printed for ease of use. Users can also access the Customer Connect Portal to determine the status of any open support case they may have entered. The Client Portal is automatically updated when a case is resolved, and the case synopsis is available for review.

- 7) Describe any software or hardware used to assist in technical troubleshooting (indicate any costs in pricing forms)

For security reasons, we utilize SecureLink from Enexity for remote access. This software includes a secure tunnel and a suite of tools for remote support. Once the SecureLink connection is established, our support staff will address issues on your system to retrieve files/logs, deliver updates and/or monitor the application when an issue is reported. We always contact your agency prior to accessing the system, and any changes to database information are made only with proper written request from the agency.

- 8) Upgrades

- a) How often is a major upgrade released? Our maintenance agreement guarantees one release annually for customers with a current maintenance agreement. The major releases contain new modules, new functionality, modifications and SOW commitments. In between the major releases are routine patches (bug fixes) that are client reported, corrected and delivered to the clients. These are typically released as quarterly service pack updates.

- b) How many releases are supported? SunGard Public Sector's obligation to provide any future error fixes, updates and new releases is subject to the City's election to receive maintenance and support services and payment of the required annual fees.

- c) Describe the procedure for testing a new release. SunGard Public Sector's developers utilize the latest Agile Scrum Development Methodology (Scrum). Scrum is a versatile project management approach whereby project owners and team members work within an incremental framework in an environment where developmental changes are not only inevitable, but are built in. In the reality of the business world today, developers have realized that "cookbook," step by step approaches are not adequate to react to the unpredictability of systems development. Scrum defines the overall systems development process as a loose set of activities that takes advantage of known, workable tools and techniques. This process also allows teams to deliver development functionality on an iteration basis, providing the ability to respond to rapidly changing requirements. Scrum enables the creation of cohesive, self-guided teams by encouraging co-location and communication across all team members and disciplines involved in a single project. Scrum agile development also facilitates growth, improves efficiencies, and provides the ability to reliably track the status of deliverables at any given moment.

Can testing happen on a workstation that also used for production work?

YES

Can a workstation run both test and production versions? YES

- d) Describe the procedure for implementing a new release. SunGard Public Sector delivers the update to the client site and installs it as necessary. The user then simply logs out and logs back in for changes.

Server applications or SQL database upgrades. SunGard Public Sector consults with Agency resources regarding the updating of Server applications and SQL databases. SunGard Public Sector generally supports server operating systems and database versions that are in current support by Microsoft. It is up to Agency discretion as to when they update their server software so long as the version is still supported by Microsoft and has been approved for use with the SunGard Public Sector applications. SunGard Public Sector applications are designed so as to be OS and database version independent to avoid issues with requirements associated with versions. Concerning the actual migration from one server, OS or database, SunGard Public Sector recommends we be involved in any server or OS/DB migration instead of the agency technical staff or provider handling this task alone. Migration services typically involve onsite assistance, but may be handled remotely depending on the customer's environment.

Workstation applications – Must the install be pushed out to the workstation or does the application check if there is a new version? The install is placed on the server. The client will get the update upon logging into the system.

MDC upgrades - Must the install be pushed out to the MDC or does the application check if there is a new version? For our Mobile application, the user must run an update routine that is provided with the update.

- 9) Explain how the product will keep up with new releases of the operating system, office automation products, underlying database and any other integral third party software products.
SunGard is a Microsoft Gold development partner. Our products are rooted in Microsoft technology and, for the foreseeable future SunGard will continue to support Microsoft advancements. As a Microsoft Gold Partner, we have intimate knowledge of Microsoft's product direction and we continue to advance our products to support new server and workstation operating systems as well as new versions of SQL Server relational database.
- 10) Describe any testing or certification processes that you perform as part of OS or database version upgrades.
SunGard Public Sector strives to stay current with versions of OS and databases so as to take advantage of performance improvements and allowing the agency flexibility in choosing the most current versions or more proven versions. Prior to recommending an OS or SQL database version, SPS tests all appropriate products in multiple internal environments (virtual and physical) for functional performance. Once applications are determined to be performing and reasonably free of issues, they are placed into service in agency test (and eventually live) environments where the partnering agency desires this change. After a reasonable time and reasonable resolution of any issues, SunGard Public Sector then recommends these new versions to our partner agencies.

9.4.6 Network Architecture Please refer to Appendix 7, System Diagram, for the below response.

- 1) Explain how your system architecture will fit into our current network architecture as described in Appendix A Attach additional documentation if necessary.

9.5 Services

Please answer the questions in sections 9.5.1 thru 9.5.5 as completely as possible. Refer to Appendices when applicable

9.5.1 Project Planning and Management As items #10 and #11 do not provide an editable response area, please refer to Appendix 1, Project Planning and Management, for these responses.

- 1) Describe your approach to system implementation projects, including your methodology for all phases from initiation to acceptance
Please refer to Appendix 1, Project Planning and Management, for the response to this question
- 2) Attach an implementation plan and schedule for a project of similar size and complexity that your company has completed, including but not limited to the following elements.
 - a) Specific milestones and deliverables
We have attached a sample project plan and schedule created specifically for the City of Eugene, based on our standard, time-testing methodology for projects of similar scope and complexity Please refer to the Sample Project Plan located in Appendix 1, Project Planning and Management, of this response.
 - b) Estimated milestone completion dates
Dates can be estimated by projecting forward from the anticipated date of contract execution Please refer to the Sample Project Plan located in Appendix 1, Project Planning and Management, of this response
 - c) Software integration and installation plan
Please refer to the attachments for this response in Appendix 1, Project Planning and Management.
 - d) Detailed test plan
Testing is included in the sample project plan as "Go Live Simulation" for CAD, RMS, and mobile applications (MCT and MFR). SunGard project team application and technical specialists will spend up to 5 days on-site assisting the customer in conducting a Mock Go Live simulating actual system activity (e.g., entering and dispatching calls for service, entering, submitting, and reviewing law enforcement reports, communicating using digital dispatch) This provides a thorough approach to validating key functionality and configuration prior to end-user training and go live Testing procedures will be finalized in collaboration with the City of

Eugene. Attached is a sample of a plan that could be adapted for use on the City of Eugene project. Please refer to the attachment for this response in Appendix 1, Project Planning and Management.

e) Detailed training plan
Please refer to Appendix 1, Project Planning and Management, for the response to this question.

- 3) What amount of elapsed time (in months) is typically required to implement a project of this size and complexity (post contract execution)?
A project of this size and complexity generally requires 12-15 months to completion, though many factors influence actual duration. The SunGard Project Manager and implementation team work closely with the customer to set a realistic schedule and continually monitor progress in order to assure timely completion or mitigation of any delays. Any changes in project schedule are determined by mutual agreement of the SunGard and customer Project Managers.
- 4) Describe your general approach to change management, including how your methodology ensures that scope changes are controlled and what constitutes a change order
Change Management efforts occur as an integral part of the overall implementation methodology and are ongoing, concurrent with other implementation tasks. At key points in the process, the SunGard Project Manager assures that progress is reviewed with the project team and that any adjustments are made as needed well prior to the Go Live. During the initiating and planning phases of the implementation, the SunGard project team, specifically, the Project Manager and Field Service Engineers, gathers extensive information about customer goals and current processes, through key events including several meetings (customer contract review, on-site pre-kick-off and kick-off). The discovery process continues throughout the Execution phase, as Field Service Engineers and Consultant-Instructors guide the City of Eugene in translating desired workflow processes into the SunGard system. A key part of this process is Dynamic Process Enhancement, a workflow consulting process that SunGard has proposed to assess and document current processes in several key areas (report entry and quality control, evidence control, case management), then document proposed future processes to provide a concrete "roadmap" for the implementation process. These recommendations are reviewed with the City of Eugene and are referred to throughout.
SunGard will partner with the City of Eugene to identify and manage policies and procedures that will be changing as a result of the implementation. City of Eugene responsibilities
- Gathering detailed information (including available documentation and/or process diagrams) about current policies and procedures for use in early stages of the implementation, especially during Maintenance Training on each application
 - Identifying areas where changes in agency policies and procedures are desired

- Finalizing and communicating new policies and procedures to affected agency personnel prior to Go Live, in order to encourage and reinforce adoption of the new system
- Requiring daily practice with the system in a training environment between completion of training and Go Live, in order to assist personnel in mastering new procedures

A Change Order is required by SunGard when a request in project scope (i.e., products or services added, deleted, or modified) or schedule is requested by the customer or otherwise becomes necessary.

- 5) Describe your approach to working with customers to determine project scope
SunGard engages in several processes to determine project scope. Prior to contract signing, SunGard Professional Services provides detailed input on recommended services based on customer and product information provided by Sales. Whenever possible, the Manager of Professional Services Presales, and in some cases the potential SunGard Project Manager, participates in an on-site presales visit to gather first-hand information about customer needs, goals, and expectations. This enables SunGard to refine the services proposal and pricing, as well as to begin internal preparations for the implementation. After contract signing, the assigned Project Manager meets with the Account Executive and SunGard's Manager of Professional Services presales to discuss the contract and all discovery information gathered during the Sales process. The Project Manager then conducts an internal contract review with the entire SunGard project team and also separately with the customer project team. Once additional discovery by specific project team members (e.g., Technical and Application Field Service Engineers, Training leads) is completed, the Project Manager leads the SunGard project team in drafting a project plan and schedule at an internal planning meeting. The customer project manager and implementation team are asked to review the draft project plan and provide feedback on changes within 10 business days (timeframe negotiable). The SunGard Project Manager revises the plan then presents it for final customer approval, following discussion of any issues of concern to either party.

- 6) Describe, in detail, the methodology and strategies that will be used to develop detailed requirements during the fit and gap analysis
During the initiating and planning phases of the project, SunGard conducts discovery and analysis to develop a complete understanding of the City of Eugene's existing workflow processes, policies and procedures, and technical environment. This is done in order to describe differences between the City of Eugene's current operations and SunGard's application suite and to identify areas where changes in process are needed or afforded in the transition to the new system. SunGard reviews information gathered during the Sales process, as well as at a variety of discovery meetings with key stakeholders in areas including but not limited to 911 Communications, Law Enforcement Records, Patrol Operations, Investigations, and Information Technology. During the Dynamic Process Enhancement consulting process, SunGard documents core processes and identifies customer goals and needs related to the new system. SunGard uses this information and additional interviews with City of Eugene personnel to develop and validate customer requirements for each SunGard

software application, interfaces, data conversion, mapping, and the technical environment. SunGard also develops potential functional solutions and recommendations to address identified gaps between the existing and new systems. These recommendations and additional system configuration options are discussed in detail during the Core Team System Overview conducted with the customer build team and key decision-makers prior to kicking off the system configuration process.

- 7) Describe your approach to the cutover process, including cutover plan development and on-site staffing resources
SunGard builds a cut-over plan into the overall project plan/schedule and begins preparations for cut-over from the very beginning of the project. Formal preparations begin with a checklist reviewed and completed with the customer at least three weeks prior to Go Live. The day prior to Go Live, an on-site team including the Project Manager, Technical Engineer, pertinent Application Field Service Engineers, and Trainer(s) arrives on-site to review procedures with the customer and make final preparations of the applications. Cut-over team members remain on-site for the day of go live and (on varying schedules) for at least two days following Go Live. In addition to the on-site team, SunGard provides extensive report support "on-call" during Go Live to ensure urgent attention to issues. The on-site team creates a "punch-list" of any (minor) issues remaining to be resolved, and the Project Manager and implementation team work closely with SunGard internal resources and the customer to close out all issues in preparation for the formal transition from Implementation to Product Support. SunGard provides post go live implementation support by the assigned Field Service Engineers in order to address customer questions that come up in the days and weeks immediately after Go Live and also to ensure prompt troubleshooting and closing of out-standing issues.
- 8) Describe the contingency plans and problem resolution measures which will be in place during cutover
Based on SunGard's experience with 475+ successful Go Lives, we have developed processes to assure that cut-over is essentially a non-event from an application or technical standpoint. The on-site Go Live team meets periodically with the customer's key project personnel throughout the Go Live event in order to identify any emerging issues and strategies for resolution. The vast majority of issues are minor and can be resolved by the on-site team. However, the SunGard Project Manager will involve appropriate remote resources, including Development, if necessary to resolve a high priority issue adversely affecting system performance. SunGard project team members monitor system activity throughout Go Live to identify and correct any issues that surface as data in the production system continually increases. Any contingency planning is completed through close collaboration of SunGard and the customer.
- 9) Does your cutover plan include a parallel data entry period?
SunGard does not include a parallel data entry period in a standard cut-over plan. SunGard works with the customer to eliminate the need for duplicate entry whenever possible.

- 10) Describe how you propose to supplement the City's project team. Describe the project organization for implementation, including the items below. If more space is required, include an attachment
- a) Project organization chart clearly illustrating lines of authority
 - b) Number of resources, the role of each individual, and expected duration and cost of service for each individual
 - c) Identification of the (Prime) Vendor project manager responsible for day-to-day operations for the project and on-site activities
 - d) Identification of the technical lead for the project, who will play the primary hands-on leadership role in all technical aspects of the project
- 11) **Include** a resume and three (3) references from previous clients for each member of the proposed implementation team. Resumes shall include the following information
- a) Current position with the Vendor/subcontractor
 - b) Years with the company(s)
 - c) Project position to be staffed
 - d) Education
 - e) Work experience, including past positions with the Vendor's/subcontractors company(s)
 - f) Technical skills and qualifications relevant to the project
 - g) Specific description of experience in working with the proposed system, including experience in system design, installation, support, training, or management

9.5.2 Installation and Configuration

- 1) Describe the software installation services included. For each activity, indicate whether it is performed at the vendor site, client site or remotely. Initial installation of SunGard applications and interfaces to third-party applications generally is performed at the SunGard facility in High Point, NC, by the assigned Technical Field Service Engineer (FSE) upon receipt of the customer servers. The FSE installs and performs initial configuration (i.e., activating specific modules purchased, inserting state statues in RMS) of SunGard's applications, as well as installing SunGard application databases, operating system, and any contracted third-party software. Once the initial installation is completed, SunGard ships the server(s) to the customer facility. The Technical Field Service Engineer travels to the customer site to install the servers on racks and on the customer's network. In the event that it is not possible for the customers to ship application server(s) to the SunGard facility, SunGard performs the initial installation remotely via VPN access.
- 2) Describe all customer responsibilities related to installation. If the City of Eugene is procuring application servers independently of SunGard assistance or is reusing existing hardware, the customer is responsible for shipping the application server(s) to SunGard on schedule, in

order to ensure timely completion of installation services. If installation services are being performed remotely by SunGard, the City of Eugene is responsible for providing adequate timely remote access to the application servers.

- 3) Describe the approach to system configuration, including type of services provided, location where configuration is performed and expected customer role

Services related to system configuration are provided by the project team Field Service Engineers, as well as the lead Consultant-Instructors (Trainers). The system configuration process for each application begins during the first phase of training ("Maintenance Training"), in which the Training Lead explains the configuration process and items to be configured, then guides the customer build team representatives for that application in beginning to make decisions about desired configuration options. The customer is responsible for timely completion of configuration tasks related to activating system settings, adding codes where needed (State Statute codes are provided by SunGard for RMS, but the customer needs to create agency- or system-specific codes for several tables in CAD and RMS), creating pick list items, and assigning security rights to system users. Lead Trainers and Field Service Engineers are available throughout the implementation for ongoing remote (telephone, email, web-conference) consultation and assistance with the customer's questions or issues as they arise. SunGard also performs remote audits of CAD and RMS system configuration at three time intervals during the implementation in order to provide constructive corrective feedback and ensure that timely customer progress in completing system configuration tasks. System configuration for CAD and RMS typically requires several weeks of full-time effort by two or more members of the customer build team. Configuration of mobile applications and message switch generally are completed while the Lead Trainer is on-site for Maintenance Training.

9.5.3 Testing

- 1) The selected Vendor is expected to jointly develop mutually agreeable system certification, acceptance and testing procedures. Please describe your approach to such procedures
SunGard Public Sector's testing approach consists of two complementary services that, together, ensure our applications are operating as designed and are configured to meet customer expectations at System Go Live. First, SunGard conducts three separate data audits at strategic points during the implementation. The audits are conducted to ensure that all configurable items, such as system settings, are built in accordance with the agency's policies and with SunGard recommendations. For each audit, a SunGard application specialist will access the customer's SunGard system remotely and evaluate data entered at that point. The application specialist will attempt to identify any patterns of errors that could adversely affect system functioning at Go Live, and then provide feedback to the SunGard Project Management team accordingly. Timely feedback assures that any areas of concern are caught and resolved early, preventing project delays or the need for extensive "rebuilding" of the system.

Second, SunGard conducts a Go Live simulation on each major product (CAD, RMS, MCT, MFR, message switch, interfaces to third-party applications) in order to validate functionality and system configuration prior to the actual Go Live. SunGard Field Service Engineers assigned to the project work closely in collaboration with the customer to finalize a mutually agreeable testing protocol, based on SunGard's standard Requirements Verification Plan script (See sample RVP script in Appendix 1), for testing and verifying that application features and functions are operating as designed. SunGard project team members will direct and participate with the City of Eugene personnel (build team members and "power-users") in ensuring that every application feature and function to be used by the City of Eugene is exercised and tested multiple times using realistic data entry, searching, and reporting processes mimicking the post go live workflow. This methodology provides a thorough assessment of system readiness for Go Live.

9.5.4 Data Conversion

- 1) What is your Company's approach to, and methodology for data conversion/migration and testing? What tools are used?

Data Extraction

The project begins with extracting the data. We rely on the agency to provide legacy data in one of four formats. SQL database, Access Database, Excel, Delimited Text File.

Data Analysis and Review

The overall goal is to become familiar with the structure of the legacy system, determine the consistency of the data, and identify any required area not provided by the legacy system.

Below is the task list used for data evaluation.

1. Record the record counts of each module.
2. Determine the age of the data.
3. Check for required fields not provided by the legacy data.
4. Identify any rules specific for converting each module, examples include:
 - a. Names
 - i. Duplicate Names - Which data elements (LN, FN, DOB, SSN, OLN) are to be used to determine if a name already exist in Master Names. We require LN, FN, and at least one additional data element for this process.
 - ii. Convert all legacy names or only the names that is associated with an event.
 - iii. Determine the logic to be used for converting names not meeting the rules specified by the agency.
 - iv. If the conversion involves multiple agencies, are there any rules specific to which name record is converted in the instance of duplicate names. If not, names will be merged programmatically by our routine. This routine is ran 4

different ways, determining which name record contains the most data elements to become the primary record and merging all other names into it.
v. Convert employee names into Master Names only if they are a victim or witness of an incident.

b Incidents:

i. Convert all incidents or only incidents that have an associated offense

ii. Convert only "Active" incidents

iii. When converting Incidents, if a name is a Victim or Witness, yet does not meet the valid logic, does this name get converted into Master Names

iv. Are incidents records locked?

v. Are Incident narratives encrypted?

c Employee

i. Past employees will be recorded in notes of the associated module if the employee does not exist in the Master Employee File.

d Arrests:

i. Convert arrest narratives?

e All Modules:

i. Convert all records, active records, or filter by year

5. Identify inconsistent data and provide spreadsheets to the agency for adjustment prior to Go-Live

a. Generic Names – Names such as 'Unknown, Anonymous, Juvenile

b. Excluding business names, how many names do not begin with a letter

c. How many names without a last name?

d. How many names without a first name?

e. How many names without a valid DOB?

f. Identify examples of generic names?

g. How many non-business names begin with a non-alpha character?

h. How many arrests without an arrest date?

i. How many arrests without an arrestee?

j. How many incidents are password protected?

6. Identify all legacy pick lists fields, adding all values for that field to the translation spreadsheet; provide this to the agency for mapping of pick lists build in SA training. This is a critical document to the success of the conversion.

7. Determine the conversion environment; Production, Archive, or Hybrid

Once these key areas have been discussed and agreed upon by the agency, SunGard will begin creating an SOW and Timeline outlining the specifications and responsibilities of the conversion for delivery to the agency.

Conversion Environment

Once the conversion environment has been set-up and the agencies team has confirmed access to this environment, the conversion process begins

Conversion Process

The conversion will be performed on a modular basis delivering the results of each module into a separate environment for review by the agency. For each delivery of converted data, the agency will dedicate resources to review the conversion results and provide written feedback to SunGard. In an effort to supply accurate data, SunGard must rely on the agency to assure the accuracy of any converted data. SunGard will repeat this process twice in order to assure effective communication and adjustments for desired results. If requested or desired, further assistance would be billable at the standard hourly rate in effect at that time. A sign-off sheet will be provided for each module, allowing the agency to record the case numbers that were successfully confirmed in the legacy system. After receiving signatures, a QA representative will perform an audit and SunGard will proceed to the next module. This process will continue until all modules have been converted. All agency adjustments must be turned in 10 days prior to the agreed upon Go-Live date. SunGard will then remove any filters and perform a full data conversion recording the time required to convert each module.

Pre Go-Live Assessment and Planning

1. Discuss the total time require for the conversion process.
2. Determine the date and time of final data extraction.
3. Determine the time of Go-Live.
4. Discuss legacy events accrued after final data extraction.
5. Discuss initial state reporting from Pistol.

Final Conversion & Go-Live

- 2) Describe the procedures that will be used to ensure that data conversion is complete prior to the cutover date
SunGard will provide a timeline of dates outlining the entire project. This timeline serves as a guideline for converting the modules selected by the agency and describes the responsibilities of both parties at different stages of the process.
- 3) What will be the customer's responsibility?
SunGard will work extensively throughout the project to breakdown the legacy data for determining the best results for the agency. To assure accuracy, SunGard must rely on the agency to verify the converted data through the iteration process into the conversion environment. This is essential for the success of the project.
- 4) What procedures will be in place to ensure data correctness?
A sign-off sheet will be provided for each module, allowing the agency to record the case numbers that were successfully confirmed in the legacy system. After receiving signatures, a QA representative will perform an audit and SunGard will proceed to the next module.

- 5) We recognize that there might be a need to fix any data conversion problems after the system is in production. Are data fixes included in the data conversion quote?

SunGard will provide the agency with an official scope of work outlining the contents of the project governed by the contract. Items not specified in this document are considered outside the scope of the project and further assistance would be billable at the standard hourly rate in effect at that time. It is SunGard's intent to eliminate any adjustments into a live environment, however SunGard will work with the agency to resolve inconsistencies within the scope of the project.

9.5.5 Training and Documentation

- 1) Describe the functional and technical training courses included in the proposal, audience, type (instructor led, online (live), CBT, etc.), and associated hours which are included with the proposed system.
SunGard is recommending a "blended" approach incorporating a combination of Train-the-Trainer classes and direct vendor instruction of City of Eugene staff. Course descriptions are attached in Appendix 2, Training and Documentation. Training on SunGard's applications takes place in two phases: Maintenance Training, which focuses on system-building (selecting application functionality options, creating codes and pick list items), and end-user training, which focuses on "hands-on" skill development in preparation for Go Live. Brief descriptions of these classes appear below. Complete, detailed course descriptions (including learning objectives, numbers of attendees, prerequisites, etc.) from the SunGard catalog are also in the Appendix.

Training on each application takes place in two phases. System Administrator Training ("Maintenance Training") and end-user training (either Train-the-Trainer or standard User Training). Maintenance Training kicks off the system configuration process for each application and incorporates instruction on how to build the initial system and maintain it post Go-Live. End-user Training, which is scheduled once system configuration is completed and as close to go live as scheduling permits (given classroom space, City of Eugene personnel availability), focuses on hands-on instruction on application functionality needed by Eugene personnel to perform everyday job functions. SunGard is proposing standard User Training classes (i.e., direct instruction of all end-users by SunGard Trainers) for CAD and RMS, due to the vast functionality offered by both of these core applications. SunGard is proposing a Train-the-Trainer approach on the mobile applications, MCT and MFR, which in our experience offers the more practical and cost effective strategy for training a large number of end-users (i.e., patrol officers), by increasing the pool of available trainers and, therefore, offering greater flexibility to cover multiple shifts and avoid or minimize the need to schedule City employees for overtime work duty to attend training. Train-the-Trainer approach also enables the City of Eugene immediately to establish a pool of qualified instructors to conduct training post go live for new hires, etc. Train-the-Trainer classes include coaching on best practices for training the application, feedback on effective training of key features and functions, and in-depth, hands-on application training.

- 2) Can training be scheduled to accommodate multiple shifts and alternative working hours?
SunGard highly recommends scheduling all training classes to begin and end during regular business hours (8AM to 6PM) when SunGard application and technical experts are readily available for remote support. Requests for classes to be scheduled in early morning or evening hours to accommodate multiple shifts or alternative work schedules are considered on a case by case basis and can be incorporated into the project schedule by mutual agreement of SunGard and the City of Eugene. After-hours classes are provided at an additional charge above and beyond standard training rates.
- 3) Can the proposed training courses use existing (converted) City data or data developed for the City rather than generic data?
End-user training classes are conducted using data entered by training participants early in class as part of the regular curriculum. Participants are trained to type calls for service (CAD), law enforcement reports (RMS and MFR--using examples of actual reports created by City of Eugene personnel whenever possible), and other information during instruction on data entry, thereby creating training databases containing realistic entries that can be used throughout the specific class and during subsequent classes.
- 4) Describe how the training environment will be established.
Structures for two environments, production and training, are created on the customer's server at the time of initial application installation. Throughout the implementation process, while the City of Eugene is working on system configuration, one single environment is used for all training and testing activities. Just prior to Go Live, SunGard Field Service Engineers assure that the two environments are configured with identical, agreed-upon Go Live configuration settings, codes, and pick lists.
- 5) Will the training environment be accessible after the trainings are complete?
The self-contained training environment configured in preparation for Go Live remains accessible to the City of Eugene indefinitely. Maintaining the training environment is the responsibility of the City of Eugene and must be updated separately from the production environment. Product updates can be provided to the Training Environment by Product Support, upon request.
- 6) Describe the training materials (instructor, student training, recorded, etc.) provided
SunGard provides a variety of course handouts, performance support "cheat sheets," and other materials as appropriate for each class. For Train-the-Trainer classes, SunGard furnishes agency training staff with all materials needed to conduct future end-user training classes. These include detailed instructor outlines, electronic copies of student training materials, as well as PowerPoint presentations, instructor evaluation forms, and student skills assessments, where applicable. In addition, SunGard will provide the City of Eugene with electronic copies (and two printed copies) of all System Administrator and End-User Guides for each primary application. Note that context-sensitive Online Help is available within CAD and RMS to provide

additional "real-time" performance support for both system administrators and end-users

- 7) What database documentation (E/R diagrams, data dictionaries, schemas, etc) are provided?

We will provide ERDs, data dictionaries, and training guides for the proposed application software upon receipt of a signed nondisclosure agreement.

- 8) In what format is the database documentation provided?

SunGard is proposing Microsoft SQL Server 2008 as the relational database. Server Database Setup and Maintenance documentation is provided by Microsoft

- 9) Provide samples of functional and system administration documentation included with your system

We have included examples of our documentation for your review. The following sample documentation is provided in Appendix 2, Training and Documentation

- Sample Excerpt from SunGard's User Guide on Searching and Reporting in RMS
- Sample OSSI MCT and MFR Quick Guides
- Sample Excerpt from SunGard's CAD User Guide
- Sample Release Notes
- Sample Product Advisory

- 10) Do the proposed documentation services include the development of department procedures related to the software? Please describe

No, this item is not included in the documentation

9.5.6 Post-Implementation Support

- 1) Is there a transition from the implementation team to another party (if appropriate)?

Yes. SunGard Public Sector has a documented internal process for transitioning customers from implementation to Support after go-live. A meeting will be scheduled internally where various department members from Support, Technical, Customer Care, and Project Management meet to discuss the implementation, any outstanding issues, and any other items that need to be communicated to the customer prior to the transition to support.

- 2) Describe all parties with which the City would be working with after implementation.

Our customers are primarily supported by two departments — Product Support and Technical Support. These departments are located at the company offices in High Point, North Carolina, with backup Product Support Specialists at our corporate office in Lake Mary, Florida. The Product Support and Technical Support Departments are staffed with highly skilled and trained individuals with a combination of law enforcement experience, customer service experience, and/or a technical degree.

Support calls are initially called into the Support Department. The Technical Department will become involved if the issue is determined to be hardware, operating system, and/or network related. Application issues are handled by product support staff who follow an escalation process to involve programmers and/or other departments, as needed.

OSSI application users are given free access to the OSSI Customer Connect Portal which contains a wealth of information on all OSSI products and services. The Customer Connect Portal provides information on recent enhancements, advisories, user tips, and "knowledge base" documents. The portal can be keyword searched and sorted by product type, and documentation can be downloaded and printed for ease of use.

- 3) Response procedures for priority vs non-priority calls:
Please refer to the table in Appendix 3, Post Implementation Support, for this requirement response.
- 4) Hours of service SunGard Public Sector provides toll free support hours Monday through Friday, 7:00 AM to 6:00 PM, as well as optional 24 x 7 customer support. We provide after-hours and pager support for various client activities that involve professional or computer services.
 - 5) The City anticipates a comprehensive support agreement to be forged with the finalist Vendor. Please identify your proposed recurring support plans, with associated pricing.
Please refer to Section H - Pricing, for our support plan and pricing proposal.
 - 6) In an attachment, please include copies of your standard maintenance agreement(s) with option plans shown. Location of attachment:
Please refer to Section E - Licensing/Maintenance/Support Agreements, for the requested copies.
 - 7) Describe the procedures for customer initiated trouble reporting, status tracking and correction.
Your agency's system administrator will generally make all support calls. This system administrator acts as the primary contact between your agency and SunGard Public Sector's OSSI Public Safety Solutions team.

Our Product Support Specialists receive all support calls. A Product Support Specialist discusses your question/problem with you and documents the call. If possible, the Product Support Specialist answers your question or solves your problem during the initial call. Otherwise, a case is opened in our case management module Customer Relationship Manager (CRM), and the Product Support Specialist works with our resources to find an answer.

After finding a solution, the product support specialist will call to give you an answer, and have you test the solution. Your question/problem is not removed from our "open case" status until you are satisfied with the solution. The sole responsibility of our support staff is answering support calls, solving software problems, and generally ensuring that our clients remain satisfied.

- 8) Describe the procedures for using the 24-hour hot line service SunGard's normal hours of customer support are from 7 AM until 6 PM local continental US time. Should a Customer require emergency support assistance outside of these hours of operation, the Customer may call SunGard's standard support number to receive assistance. The call will be routed to an after-hours answering service which will take your information and initiate immediate contact with our on-call analysts. The SunGard analyst will contact you as quickly as possible to begin working the reported issue. The after-hours support analyst is equipped with everything necessary to remotely access your environment and has the ability to notify additional subject matter experts who are available to assist as necessary.

If the request is not of an urgent nature, the Customer may also create a support case on the SunGard Customer Connect Portal. Cases created on the portal will be assigned to an analyst who will contact the Customer to follow up on the submission and work the case to resolution.

9.6 Pricing

9.6.1 Pricing Summary

The City is requesting pricing for the three tables on the following pages. The City will score pricing provided for the City of Eugene/City of Springfield Combined Price Summary table. The remaining two tables shall be provided for informational purposes and to inform the agencies in the event that the cities elect to not do a combined purchase.

City of Eugene Price Summary

	RMS	CAD	Total	Explanation
Software				
Core System ¹	\$0	\$0	\$0	Core System pricing reflects our First in State Discount investment of 100% off of the software license fees for the CAD and RMS software. Total Discount - \$664,205
Mobile	\$0	\$0	\$0	Mobile software pricing reflects our First in State Discount investment of 100% off of the software license fees for the Mobile Applications (Mobile Computing / Mobile Field Reporting) software. Total Discount - \$437,100
Other	\$0	\$0	\$0	This reflects our First in State Discount investment of 100% off of the software license fees for the Internet Applications software. Total Discount - \$50,000
Implementation Services				
Project Planning and Management	\$21,040	\$25,920	\$46,960	Project Management pricing is for all applications (CAD, RMS, Mobiles, and Internet Applications), and reflects our First in State Discount Investment of 50% off implementation services. Total Discount - \$46,960
Installation/Configuration	\$17,325	\$47,800	\$65,125	Installation / Configuration pricing is for all applications (CAD, RMS, Mobiles, and Internet Applications), and reflects our First in State Discount Investment of 50% off implementation services. Total Discount - \$65,125
Testing	\$12,250	\$23,390	\$35,640	System Testing pricing is for all applications (CAD, RMS, Mobiles, and Internet Applications), and reflects our First in State Discount Investment of 50% off implementation services. Total Discount - \$35,640
Data Conversion	\$43,100	\$8,400	\$51,500	Data conversion pricing is for the City of Eugene and reflects our First in State Discount investment of 50% off implementation services. Total Discount - \$51,500 (This conversion pricing is broken down by module in the attached quotes.)
Interfaces	\$82,500	\$46,500	\$129,000	This custom interface pricing includes all interfaces that are exclusive to the City of Eugene and have not previously been developed by SunGard.

Initial Cost/First Year

					Any interface that has been previously developed has been included in the First in State Discount and provided at no charge. (These interfaces are broken down in the quote attached to this RFP.)
	Training and Documentation	\$22,080	\$23,160	\$45,240	Training and Documentation pricing is for all applications (CAD, RMS, Mobiles, and Internet Applications), and reflects our First in State Discount Investment of 50% off implementation services. Total Discount - \$45,240
	Other	\$12,600	\$0	\$12,600	Consulting services focused on improving and/or developing public safety workflow processes. Includes needs assessment, business analysis, and creation of action plan for optimizing how the agency uses RMS and MFR to submit records and create reports. This pricing reflects our First in State Discount Investment of 50% off implementation services. Total Discount - \$12,600
Additional					
	Hardware ²	\$5,688	\$0	\$5,688	Please see the hardware quote in the Pricing section for product breakdown. Only the Hardware associated with P&E and Bar coding totaling \$5,688 requires that the City of Eugene purchase from SunGard. The City of Eugene is welcome to purchase any required hardware outside of the P&E and Barcoding through a third party hardware provider, or through state contracts if so desired.
	Third-Party Software	\$.00	\$0	\$0	There is no 3rd Party Software included in this pricing.
	Other	\$0	\$0	\$0	
	Total Initial Cost	\$216,583	\$175,170	\$391,753	Annual Maintenance is the only ongoing cost.
Ongoing Cost	Software Licensing	\$0	\$0	\$0	Applications purchase in the original contract are a one time up front cost. No ongoing software licensing is required.
	Upgrades and Updates	\$0	\$0	\$0	Upgrades and Updates are included in annual maintenance and will be provided at no additional cost.
	Incidents (customer support) ³	\$62,438	\$101,083	\$163,521	This Total Ongoing Annual Maintenance for all products (CAD / RMS / Mobiles / INternet Products) reflects an Annual Maintenance discount of 20%. Total Annual Maintenance Reduction - \$40,881
	Other	\$0	\$0	\$0	Annual Maintenance is the only ongoing cost.
	Total Ongoing Cost	\$62,438	\$101,083	\$163,521	Total Ongoing Annual Maintenance
	Grand Total	\$279,021	\$276,253	\$555,274	Total Cost (Initial Purchase and Annual Maintenance)

¹ Assumes vendor-supplied functionality/modules referenced in sections 9.1 – 9.3 excluding mobile. Note any exceptions in explanation

² Vendor required specific hardware only (City generally purchases PCs, servers and mobile devices from existing contracts)

City of Springfield Price Summary

Software						
Initial Cost/First Year	Core System ¹	\$0	\$0	\$0	<p>Core System pricing reflects our First in State Discount investment of 100% off of the software license fees for the CAD and RMS software.</p> <p>Total Discount - \$374,440</p>	
	Mobile	\$0	\$0	\$0	<p>Mobile software pricing reflects our First in State Discount investment of 100% off of the software license fees for the Mobile Applications (Mobile Computing / Mobile Field Reporting) software.</p> <p>Total Discount - \$202,500</p>	
	Other	\$0	\$0	\$0	<p>This reflects our First in State Discount investment of 100% off of the software license fees for the Internet Applications software.</p> <p>Total Discount - \$35,600</p>	
	Implementation Services					
	Project Planning and Management	\$21,040	\$25,920	\$46,960	<p>Project Management pricing is for all applications (CAD, RMS, Mobiles, and Internet Applications), and reflects our First in State Discount Investment of 50% off implementation services.</p> <p>Total Discount - \$46,960</p>	
	Installation/Configuration	\$17,325	\$47,800	\$65,125	<p>Installation / Configuration pricing is for all applications (CAD, RMS, Mobiles, and Internet Applications), and reflects our First in State Discount Investment of 50% off implementation services.</p> <p>Total Discount - \$65,125</p>	
	Testing	\$12,250	\$23,390	\$35,640	<p>System Testing pricing is for all applications (CAD, RMS, Mobiles, and Internet Applications), and reflects our First in State Discount Investment of 50% off implementation services.</p> <p>Total Discount - \$35,640</p>	
	Data Conversion	\$43,100	\$8,400	\$51,500	<p>Data conversion pricing is for the City of Springfield, and reflects our First in State Discount investment of 50% off implementation services.</p> <p>Total Discount - \$51,500.</p> <p>(This conversion Pricing is broken down by module in the attached quotes.)</p>	
	Interfaces	\$82,500	\$46,500	\$129,000	<p>his custom interface pricing includes all interfaces that are exclusive to the Cities of Eugene, and Springfield, and have not previously been developed by SunGard.</p> <p>Any interface that has been previously developed has been included in the First in State Discount and provided at no charge. (These interfaces are broken down in the quote attached to this</p>	

				RFP.)	
	Training and Documentation	\$22,080	\$23,160	\$45,240	Training and Documentation pricing is for all applications (CAD, RMS, Mobiles, and Internet Applications), and reflects our First in State Discount Investment of 50% off implementation services. Total Discount - \$45,240
	Other	\$12,600	\$0	\$12,600	Consulting services focused on improving and/or developing public safety workflow processes. Includes needs assessment, business analysis, and creation of action plan for optimizing how the agency uses RMS and MFR to submit records and create reports. This pricing reflects our First in State Discount Investment of 50% off implementation services. Total Discount - \$12,600
Additional					
	Hardware ²	\$5,688	\$0	\$5,688	Please see the hardware quote in the Pricing section for product breakdown. Only the Hardware associated with P&E and Barcoding totaling \$5,688 requires that the City of Springfield purchase from SunGard. The City of Springfield is welcome to purchase any required hardware outside of the P&E and Barcoding through a third party hardware provider, or through state contracts if so desired.
	Third-Party Software	\$0	\$0	\$0	There is no 3rd Party Software included in this pricing.
	Other	\$0	\$0	\$0	
	Total Initial Cost	\$216,583	\$175,170	\$391,753	Annual Maintenance will be the only ongoing cost.
Ongoing Cost	Software Licensing	\$0	\$0	\$0	Applications purchase in the original contract are a one time up front cost. No ongoing software licensing is required.
	Upgrades and Updates	\$0	\$0	\$0	Upgrades and Updates are included in annual maintenance and will be provided at no additional cost.
	Incidents (customer support) ³	\$50,618	\$43,942	\$94,560	This Total Ongoing Annual Maintenance for all products (CAD / RMS / Mobiles / Internet Products) reflects an Annual Maintenance discount of 20%. Total Annual Maintenance Reduction - \$23,640
	Other	\$0	\$0	\$0	Annual Maintenance is the only ongoing cost.
	Total Ongoing Cost	\$50,618	\$43,942	\$94,560	Total Ongoing Annual Maintenance
	Grand Total	\$267,201	\$219,112	\$486,313	Total Cost (Initial Purchase and Annual Maintenance)

¹ Assumes vendor-supplied functionality/modules referenced in sections 9.1 – 9.3 excluding mobile. Note any exceptions in explanation

² Vendor required specific hardware only (City generally purchases PCs, servers and mobile devices from existing contracts)

³ Assumes 24/7/365 support mode

City of Eugene/Springfield Combined Price Summary					
		RMS	CAD	Total	Explanation
Initial Cost/First Year	Software				
	Core System ¹	\$0	\$0	\$0	Core System pricing reflects our First in State Discount investment of 100% off of the software license fees for the CAD and RMS software. Total Discount - \$808,320
	Mobile	\$0	\$0	\$0	Mobile software pricing reflects our First in State Discount investment of 100% off of the software license fees for the Mobile Applications (Mobile Computing / Mobile Field Reporting) software. Total Discount - \$490,678
	Other	\$0	\$0	\$0	This reflects our First in State Discount investment of 100% off of the software license fees for the Internet Applications software. Total Discount - \$52,000
	Implementation Services				
	Project Planning and Management	\$21,040	\$25,920	\$46,960	Project Management pricing is for all applications (CAD, RMS, Mobiles, and Internet Applications), and reflects our First in State Discount Investment of 50% off implementation services. Total Discount - \$46,960
	Installation/Configuration	\$17,325	\$47,800	\$65,125	Installation / Configuration pricing is for all applications (CAD, RMS, Mobiles, and Internet Applications), and reflects our First in State Discount Investment of 50% off implementation services. Total Discount - \$65,125
	Testing	\$12,250	\$23,390	\$35,640	System Testing pricing is for all applications (CAD, RMS, Mobiles, and Internet Applications), and reflects our First in State Discount Investment of 50% off implementation services. Total Discount - \$35,640
	Data Conversion	\$86,200	\$16,800	\$103,000	Data conversion pricing is for both the City of Eugene, and the City of Springfield, and reflects our First in State Discount investment of 50% off implementation services. Total Discount - \$103,000. (This conversion pricing is broken down by module in the attached quotes) This pricing was based upon a full conversion of data for each agency from separate data repositories. A reduction in overall cost is probable if the current data is stored in a shared repository, or if one or both of the agencies does not want a certain module converted.

	Interfaces	\$82,500	\$46,500	\$129,000	<p>This custom interface pricing includes all interfaces that are exclusive to the Cities of Eugene, and Springfield, and have not previously been developed by SunGard.</p> <p>Any interface that has been previously developed has been included in the First in State Discount and provided at no charge. (These interfaces are broken down in the quote attached to this RFP.)</p>
	Training and Documentation	\$22,080	\$29,560	\$51,640	<p>Training and Documentation pricing is for all applications (CAD, RMS, Mobiles, and Internet Applications), and reflects our First in State Discount Investment of 50% off implementation services.</p> <p>Total Discount - \$51,640</p>
	Other	\$12,600	\$0	\$12,600	<p>Consulting services focused on improving and/or developing public safety workflow processes. Includes needs assessment, business analysis, and creation of action plan for optimizing how the agency uses RMS and MFR to submit records and create reports. This pricing reflects our First in State Discount Investment of 50% off implementation services.</p> <p>Total Discount - \$12,600</p>
Additional					
	Hardware ²	\$5,688 Required \$64,356 Optional Total \$70,044	\$0 Required \$354,628 Optional Total \$354,628	\$5,688 Required \$418,984 Optional Total \$424,672	<p>Please see the hardware quote in the Pricing section for product breakdown.</p> <p>Only the Hardware associated with P&E and Bar coding totaling \$5,688 requires that the City of Eugene purchase from SunGard.</p> <p>All other hardware associated with this pricing is optional. After further discovery of the City of Eugene's existing current hardware, SunGard can make recommendations on any additional hardware that we would recommend to be replaced.</p> <p>The City of Eugene is welcome to purchase any required hardware outside of the P&E and Barcoding through a third party hardware provider, or through state contracts, if so desired.</p>
	Third-Party Software	\$0	\$0	\$0	There is no 3rd Party Software included in this pricing.
	Other	\$0	\$0	\$0	
	Total Initial Cost	\$259,683	\$189,970	\$449,653	Total initial cost reflects only SunGard specific hardware required for the project.
Ongoing Cost	Software Licensing	\$0	\$0	\$0	Applications purchase in the original contract are a one time up front cost. No ongoing software licensing is required.
	Upgrades and Updates	\$0	\$0	\$0	Upgrades and updates are included in annual maintenance and will be provided at no additional cost.
	Incidents (customer support) ³	\$69,568	\$119,515	\$189,083	This Total Ongoing Annual Maintenance for all products (CAD / RMS / Mobiles / Internet Products) reflects an Annual Maintenance discount of 20%.

					Total Annual Maintenance Reduction - \$47,271 If the City of Eugene decides to purchase the optional Stratus hardware within this contract, there would be an additional \$15,243 in annual maintenance.
	Other	\$0	\$0	\$0	Annual Maintenance is the only ongoing cost.
	Total Ongoing Cost	\$69,568	\$119,515	\$189,083	Total Ongoing Annual Maintenance
	Grand Total	\$329,251	\$309,485	\$638,736	Total Cost (Initial Purchase and Annual Maintenance)

¹ Assumes vendor-supplied functionality/modules referenced in sections 9.1 – 9.3 excluding mobile. Note any exceptions in explanation

² Vendor required specific hardware only (City generally purchases PCs, servers and mobile devices from existing contracts)

³ Assumes 24/7/365 support model

9.6.2 Affordability

Based on the pricing schedule submitted by an offeror, the City will evaluate the perceived affordability of the proposed system. Components of affordability include, but shall not be limited to the following: perceived value, initial costs, ongoing costs, number of included modules in the core system and proposed innovative pricing. In evaluating affordability, the City may refer to the Pricing Summary, the Vendor's detailed price proposal and the Vendor's response to the following:

Describe any innovative pricing options that would assist with the affordability of the proposed solution. Examples of innovative pricing include multi-year or long-term leasing, additional discount qualifications, pre-paid maintenance, etc.

To assist with the overall affordability, SunGard is offering our First-in-State Discount. This is a strategic investment in the city of Eugene in exchange for having Eugene as a flagship partner, and premier reference in Oregon, and on the West Coast. This innovative pricing offer includes discounts of 100% off all software license fees, 50% off all professional services, and a 20% annual maintenance reduction. We hope that this offer will also lessen the impact on your budgets, and enable the City of Eugene to pursue additional features or functions that may not have otherwise been possible.

9.7 Sustainability As item E. does not provide an editable response area, please refer to Appendix 4, Sustainability, for this response.

The City is interested in products and services that have a reduced impact on human health and the environment and that more fully support communities and economies when compared to competing products and services serving the same purpose. To this extent, please detail:

- A Efforts to integrate cooling technologies, EPEAT and Energy Star equipment and other methods to maximize energy efficiency.

We are a member of the Green Grid organization and are continually looking for ways to improve the energy efficiency of our data centers, from virtualization of servers to various techniques relating to cooling and space configurations.

- B Use of renewable energy sources and/or the purchase of carbon offsets.
SunGard is impacted by the pending regulation relating to the Carbon Reduction Commitment program in the UK. SunGard is also exposed to proposed regulations in the US, where many of its data centers and businesses are located. The primary sources of our carbon footprint are the electricity that we use to power our data centers and office facilities, and the air travel that we undertake in the course of doing business. We track and report our carbon footprint using an environmental management system from GreenBoard Technology.

SunGard's Financial Systems business has energy trading and risk management and carbon trading software and solutions. SunGard's Public Sector business provides utility billing systems and is exploring how to integrate with environmental management systems.

For further information, please refer to SunGard's 2008 Sustainability Report which can be found on our Web site at <http://sungard.com/aboutsungard/corporateresponsibility.aspx>.

C As this work is likely to require repeated visits to Eugene regional facilities, the City is interested in tactics aimed at reducing fuel use and Greenhouse Gas emissions Please detail the strategy your firm would employ to reduce the impacts of visits (consolidating trips, use of alternative transportation practices, etc)
We have put in place programs to track SunGard's carbon footprint relating to energy consumption and air travel. We have mapped out initiatives to reduce our greenhouse-gas emissions including the consolidation of data centers and the virtualization of computing resources as well as the improvement of power usage effectiveness (PUE)

D. Please report on your performance in any other areas that are relevant to your firm's operations and services. Offerors may include existing reports or other company materials which demonstrate sustainability efforts
Action on climate change is supported at the executive level of our company. It is also supported by our private equity investors

SunGard's sustainability efforts are spearheaded by our director of sustainability. The director of sustainability reports into our Corporate Marketing function and is responsible for defining and executing SunGard's strategy for addressing climate risk. The director also facilitates the work of SunGard's Sustainability Council which is comprised of employees from across SunGard, including several with direct responsibility for facilities and operations
We track and report our carbon footprint using an environmental management system from GreenBoard Technology.

For further information, please refer to SunGard's 2008 Sustainability Report which can be found on our Web site at
<http://sungard.com/aboutsungard/corporateresponsibility.aspx>

E Please report on your performance in any other areas that are relevant to your firm's operations and services Offerors may include existing reports or other company materials which demonstrate sustainability efforts Suggested categories include:

- Sustainable product sourcing
- Provision of Life Cycle Analysis or total cost of ownership
- Community engagement and support for underserved populations
- Waste reduction and prevention (including waste management plans and reduce, reuse, and recycle tactics)
- Water conservation measures
- Green building and office practices
- Mission related sustainability practices / sustainable business policy and reporting

For more information regarding sustainability in procurement, please refer to the City's Sustainable Purchasing website at <http://www.eugene-or.gov/sustainpurch>

9.8 Written Proposal Total Possible Points

The agent responsible for the solicitation may contact Offerors for clarification of proposals; however no additions, deletions or substitutions may be made to proposals that cannot be

termed as clarifications. Offeror's responses to questions shall restate the question and provide the clarification requested

9.9 Company Questions

9.9.1 Contractor Information

Company Name: SunGard Public Sector Inc.

Regional Office to be Assigned:
4000 OSSI Court
High Point, NC 27265

Headquarters Address:
1000 Business Center Drive
Mailing Address - same as above
Lake Mary, FL 32746

Representative(s) – Please highlight the authorized negotiator:

Name	Title	Telephone	Email
John Coker	Client Success Executive	208-866-6441	john.coker@sungardps.com
Tammy Bracken	Client Success Executive Manager, PS&J	888-222-6774	tammy.bracken@sungardps.com
name	title	telephone	email address
name	title	telephone	email address

9.9.2 Company Information/Experience

- 1) How many years has the company actively participated in law enforcement systems? 18
- 2) How many years' experience does the company have with RMS solutions? 18
- 3) How many years' experience does the company have with CAD solutions? 17
- 4) How many years' experience does the company have with Jail solutions? 18
- 5) How many years' experience does the company have with mobile RMS/Field Reporting solutions? 13
- 6) How many years' experience does the company have with mobile CAD solutions? 13

- 7) Has the company supplied public or private entities three (3) or more continuous years with CAD or RMS or Jail solutions prior to the submission of this proposal? YES
- 8) Has the company completed, in the last five years, the installation of two or more RMS or CAD Systems which are currently operational, and have an operational configuration similar to what is being proposed for an agency or region similar in size? YES
- 9) How many employees does the company have associated with law enforcement information systems?

Local office	<u>178</u>
Regional office:	<u>0</u>
Headquarters office	<u>54</u>

- 10) How many employees associated with law enforcement information systems does the company have in each of the following categories?

All of the proposed Public Safety Suite applications are fully developed and supported from our High Point, NC office

Engineering/Architecture	<u>21</u>
Programming	<u>48</u>
Quality Assurance.	<u>16</u>
24/7 Support	<u>25</u>
Project Management	<u>8</u>
Administration:	<u>4</u>

- 11) Does the company have and support user group organizations?

Yes The SunGard Public Sector Users Group (SUGA), formed in 1989, is an active organization of SunGard Public Sector software users. SUGA is a nonprofit organization, separate from SunGard Public Sector. It operates under its own board of directors elected by the membership which currently consists of about 694 organizations.

International	<u>NO</u>
National.	<u>YES</u>
Northwest	<u>YES</u>

9.9.3 Financial Information

- 1) Provide a copy of the company's financial statements for the last two years Attached? YES

Attachment name/location We have provided electronic copies of SunGard Data Systems Financial reports on a CD labeled "SunGard Financials" in the proposal binder marked "Original"

- 2) Percentage of gross revenues invested in research and development?

Due to the size and private status of SunGard, we do not provide business unit specific financial information. Please refer to our website at www.sungard.com for information regarding our financial stability. We have also provided electronic copies of SunGard Data Systems Financial Reports on a CD labeled "SunGard Financials" proposal binder marked "Original"

- 3) Provide Dun & Bradstreet number 10-181-9662
- 4) Has your company participated in mergers or acquisitions over the past 5 years? YES The Proposed Solution was developed by Open Software Solutions Inc (OSS), founded in 1994 in North Carolina to market, enhance, implement, and support a fully integrated suite of public safety products, including Computer-Aided Dispatch (CAD), Law Enforcement Records Management System (RMS), Jail Management System (JMS), Mobile with Field Reporting (MCT/MFR), Message Switch, Web-based data sharing applications (P2P, P2C, OpCenter) In May 2004, OSS was acquired by SunGard Data Systems, Inc. On January 1, 2008, the U.S -based SunGard Public Sector business units SunGard HTE, SunGard Pentamation, and SunGard Bi-Tech were realigned as SunGard Public Sector Inc. The SunGard Public Sector Inc. realignment brings together the diverse public sector products and collective experience of nearly 700 employees to serve more than 1,400 customers in our five key customer segments, which include Public Administration, Public Safety and Justice, Not-For-Profit Agencies, State Government, and the Federal Government. SunGard Public Sector solutions and services impact more than 115 million citizens in the U.S. Through the software and services solutions we deliver, our mission is to improve the quality of life by helping those who support, develop, and sustain the communities in which we live. The business units of SunGard Public Sector take advantage of the corporate strength of SunGard and the improved economies of shared resources to fuel coordinated development, sales, and marketing directives, while encouraging growth and support for each separate product line.
- 5) Are you currently in negotiations to be acquired? NO
- 6) What is your corporate philosophy on mergers and acquisitions? Under the terms of its standard agreement, SunGard Public Sector reserves the right, without penalty, of assignment to SunGard Public Sector's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets.
- 7) Is there any pending or resolved litigation between the company and any purchaser of a law enforcement information system in the past 5 years? NO
- 8) If Yes, attach list with a description of the nature and resolution of the litigation –
Attached? N/A
Attachment name/location. N/A
- 9) Has your company had any contracts cancelled or terminated for non-performance or any other client-initiated action? YES
- 10) If Yes, please provide a description of the issue, and the location.
While we do have customers who exercise their right under their maintenance agreement to not renew maintenance coverage, however, we do not track this information.

9.9.4 Future Roadmap

- 1) In an **attachment**, provide a list of planned enhancements with associated target release dates, upgrade version number, and associated upgrade costs to clients

Attached? See below.

Attachment name/location No attachment is necessary This response is explained as follows: SunGard generally releases two or three new versions of the application software annually, this would result in approximately 6-8 upgrades for each major application over the last three years. The upgrade includes new or modified functionality and hot patch fixes The major releases are scheduled for approximately quarterly with the hot patch fixes release within the quarterly timeframe Costs for new releases as per the License and Support Agreements are covered at no additional charge There may be charges for services outside the normal License and Support Agreement for services provided by our staff although these situations are rare. SunGard Public Sector provides release notes for new applications and a Quick Reference Guide to coincide with new enhancements This information reflects only changes made to the applications

- 2) In an **attachment**, provide a three year plan for technical and functional product development?

Attached? Please see below.

Attachment name/location. No attachment is necessary This response is explained as follows SunGard's Public Safety Solutions suite is continually being improved with new features based on market changes and our customers' requests We continually seek to increase the functionality associated with its applications.

We are currently developing the "next generation" of our Public Safety suite. Our Microsoft®.NET Public Safety solutions will be built on a service-oriented architecture (SOA), a framework for designing software applications that emphasizes shared processes and flexibility to allow faster response to changing customer needs.

The next generation of our CAD product was released in 2011 as part of our customers' ongoing annual maintenance. Our Mobile, RMS, and JMS OneSolution products are still in development and will be released to customers with current maintenance agreements as they become available Our commitment to the new OneSolution Public Safety applications is part of keeping our pledge to keep our customers current with technology that meets current and future standards.

Additionally, we believe that our new OneSolution product line will lead the public sector software industry and will leap frog existing vendor solutions available in today's marketplace

We also encourage our customers to document any product enhancement requests and provide to us for our review We will review these requests periodically, prioritize them, and discuss them with our users. Our customers assist us in determining the final priority of enhancement requests, and we incorporate them into future product releases based on the product schedules and resources.

Additionally, should a customer desire a new product enhancement specific to their agency the customer or need one in a more timely fashion, they may request that we develop a written Statement of Work. Should associated funding for the requirement be necessary, we will provide a written quote for the development and an anticipated timeline for availability.

- 3) Describe the company's selection criteria and processes for determining which new functions, features and enhancements will get incorporated in the future product releases

SunGard Public Sector Users Group Association (SUGA) and SunGard Public Sector have worked together to develop the IDEAS Module for SunGard Public Sector's customer to enter and submit product enhancement ideas. Access to the IDEAS Module is provided through the SunGard Customer Connect portal. Depending on your level of access to the site, you can submit, comment on, or evaluate ideas for submission to SunGard's product management. This is a powerful tool for you to provide SunGard with feedback that can improve our product offerings. We encourage our customers to submit product enhancements.

Should a customer desire that a product enhancement be considered outside the IDEAS process, the customer may request that we develop a written Statement of Work. If associated funding for the requirement is necessary, we will provide a written quote for the development and an anticipated timeline for availability.

- 4) In terms of software enhancements: describe how your clients request enhancements, and what process is followed for determining which enhancements will ultimately be incorporated into future products
Customers recommend enhancements through SunGard's IDEAS process and our Product Management team reviews and prioritizes.

- 5) Describe how the company supports customized software for the life of an implementation
Custom developed requirements will be maintained in future code releases. We will support compatibility of the interfaces with SunGard's versions of the application software. If there are any changes that are required to be made to SunGard's interfaces due to changes in operational procedures at the City or any changes by the third party vendor an SOW will need to be executed to make the required changes.

9.9.5 Vendor References

Instructions: Vendors shall provide a comprehensive list of clients that have purchased CAD, RMS, and implementation services during the life of the company. The city reserves the right to contact any of these references at any time. This list should include the following information (minimum) for each reference (in an attachment, expand table as necessary)

Agency Name	Contact Name	Contact Phone #	Contact email	Contract amount
Boca Raton Police Department, FL	Cindy Cevallos	561-338-1367	ccevallos@ci.boca-raton.fl.us	The original contract amount can be provided during contract negotiations, if selected. Please see Appendix 5. Vendor References, for further information on agency size, and original applications purchased.
Cape Coral Police Department, FL	Chief Jay Murphy	239-574-0623	jmurphy@capecoral.net	Please see above.
Oaklawn Police Department, IL	Rich Bessette	708-499-7783	rbessette@oaklawn-il.gov	Please see above.
Tazewell County, IL	Jeff Phillips	309-353-4992	jeffphillips@tazewell911.com	Please see above.
Noblesville Police Department, IN	Jeff Hendricks	317-770-5151	jhendricks@noblesville.in.us	Please see above.

Livingston County, MI	Paul Taylor	517-540-8813	ptaylor@co.livingston.mi.us	Please see above.
Southern Michigan Information Alliance (SMIA), MI	Ken Mackey	734-324-4545	kmackey@wyandottepolice.com	Please see above.
League City Police Department, TX	Chief Doug Wologo	281-338-4160	dwologo@lcaguccity.com	Please see above.
McKinney Police Department, TX	Susan Fredricksen	972-547-2665	sfredrik@mckinneytexas.org	Please see above.
Buncombe County, NC	Kathy Glass	828-250-6851	kathy.glass@buncombecounty.org	Please see above.
Cumberland County, NC	Mike Bushee	910-677-5429	mike@ccsonc.org	Please see above.

SUNGARD PUBLIC SECTOR

City of Eugene RMS – CAD Conversion Quote

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Conversion Summary

The purpose of this document is to provide a detailed overview of what SunGard will provide in the proposed data conversions for the City of Eugene (Customer).

SunGard will convert data from the Customer's AIRS records system (legacy) into the ONESolution Records Management System (RMS) system shared by the Customer and the City of Springfield.

SunGard will work with the Customer to determine the appropriate conversion environment that best accommodates the needs of the agency. The available environments include Production, Archive, or a Hybrid conversion which is a combination of both environments. If the agencies select a hybrid conversion, both environments would reside on one server accessible by running separate instances of the RMS application. This allows the agencies to search and report from each instance simultaneously. The Customer has indicated a production environment is preferred.

SunGard will require a SQL backup copy of the Customer's legacy database. Once the data has been received and analyzed, SunGard will arrange an analysis meeting with the agencies to review the conversion options and to confirm both the environment and the module data to be converted. During this meeting SunGard will review missing or conflicting pick list values, statutes, and to finalize the rules governing the resolution of duplicate names between the two systems. It is important for representatives from Eugene and Springfield to participate in this meeting to weigh in on topics that affect the entire system such as master names and shared picklists.

From this meeting SunGard will provide the City of Eugene with an official scope-of-work (SOW) defining the scope and responsibilities of the project. SunGard will then develop conversion programs specific to the modules requested by the agencies. SunGard will work closely with the agencies throughout this process to find any data that is not clearly identified in the source system.

The conversion will be performed on a modular basis delivering the results of each module into a separate environment for review. The initial data upload will consist of data extracted from the legacy system without code table values. This will allow the Customer to review data mapping between the two systems and to highlight code tables that require translation. Two subsequent uploads will be performed to incorporate adjustments based on Customer feedback.

For each delivery of converted data, the Customer will dedicate resources to review the conversion results and provide comprehensive written feedback in the form of a "punch list" to SunGard on all adjustments needed. The Customer is responsible for verifying the accuracy of all converted data. SunGard will repeat this process to incorporate adjustments requested to achieve the desired results within two iterations per module. SunGard will provide the Customer with up to five (5) additional iterations which may be used on any module at the Customer's discretion. For example, three of the five additional iterations may be requested for the Name module and the remaining two may be used for the Arrest module. If the Customer requests additional iterations, these will be billable at the standard hourly rate in effect at that time.

A SunGard Application Installation Consultant (AIC) will perform an audit on the converted module data to identify any discrepancies that may negatively affect software function. SunGard will correct discrepancies noted during the internal audit. This is done in addition to Customer testing/feedback and adjustments.

A sign-off sheet will be provided to the Customer to verify successful conversion of each module. This sheet includes a list of specific records that were confirmed in the legacy system and the newly converted database. After receiving signatures, SunGard will proceed to the next module.

This process will continue for each module to be converted. SunGard will then perform a full data conversion recording the time required to convert each module. This will provide an accurate estimate of the amount of down time required to complete the final data conversion at go live.

At the Customer's request, SunGard will perform a mock go live conversion consisting of approximately two years of data in each agreed upon module. This is done after sign off sheets have been received on all converted modules. This mock go live will provide an opportunity for the Customer to review a large dataset of final converted data. If a mock go live is planned, the Customer may wish to reserve one or more of five (5) additional iterations to address adjustments that are desired.

RMS - Specifications & Requirements

SunGard presents the following solution for converting RMS data.

SunGard will convert the following modules into the production instance of RMS

- a. SunGard will convert a unique set of Master Names, which include all associated demographics (AKA, DOB, Race, Sex, Height, Weight, Hair, Eye, Ethnicity, POB, Mugshot indicator, FPC, Operator License Numbers, Phone Numbers, Social Security Numbers, SID numbers, SMT's, Comments/Alerts, FBI number). SunGard will utilize a routine to determine if a name record already exists in the master name table to avoid creating duplicate name records. This routine is based on but not limited to the following fields: Last Name, First Name, DOB, SSN, and Operator License Number. SunGard requires a minimum of three data elements to be populated in determining if a duplicate name already exists. These are Last Name, First Name, and one additional name data element. SunGard will work closely with the Customer to determine the appropriate combination of data elements that best serves the agency. A listing of master name records that do not match the criteria will be provided to the consortium for review. SunGard will identify and ignore generic names such as "unknown", "anonymous", "society", etc.
- b. SunGard will convert incidents and any associated names, property and vehicle information. SunGard will work with the Customer to determine whether all incidents, only "active/open" cases or incidents within a specified time frame will be converted.
- c. Case Management data will not be converted from the legacy system but SunGard will create ONESolution RMS Case Management records for "active / open" cases having officer assignment information. Case Management records are required for the RMS Investigator Dashboard and allow the investigator immediate access to their assigned cases at the time of "Go-Live". SunGard will work with the Customer to define which case status values are considered "active/open".
- d. SunGard will convert arrests and any associated names, property and vehicle information. SunGard will work with the Customer to determine whether all arrests, arrests linked to incidents or arrests within a specified time frame will be converted.
- e. SunGard will convert evidence data from the legacy system. SunGard's ONESolution RMS requires numeric barcode values. If the legacy system barcode is stored as an alpha-numeric value, all evidence will require new barcode labels to be generated. ONESolution RMS also requires unique barcode values across all agencies sharing the

RMS system. If there are duplicate evidence barcode values between the Customer and Springfield's data, this will have to be resolved.

- f. SunGard will convert mugshot images, based on the link provided by the agency to uniquely associate an image with a single RMS Name record. Images will need to be of standard format: BMP, JPEG or TIFF. If images front and profile images are combined in a single file, SunGard can split these into two separate images assuming the pattern/format is consistent.
- g. If the Customer chooses, SunGard will convert digital files from the Laserfische system into ONESolution RMS as system attachments linked to associated incident, based on the link provided by the agency. Data files from Laserfische must be accessible to SunGard on the Customer's network.
- h. SunGard will convert CAD event data into the RMS Calls for Service module.
- i. SunGard will convert citations and any associated names, vehicles and charge information. SunGard will work with the Customer to determine whether all citations or citations within a specified time frame will be converted.
- j. SunGard will convert active warrants and associated names and charge information. SunGard will work with the Customer to determine how to identify active warrants in the legacy system.
- k. SunGard will convert accident/crash records and any associated names, vehicles and property information. SunGard will work with the Customer to determine whether all accidents or accidents within a specified time frame will be converted.
- l. SunGard will convert field interview/field contact records and any associated names, vehicles and property information. SunGard will work with the Customer to determine whether all field contacts or field contacts within a specified time frame will be converted.
- m. <Deleted>
- n. SunGard will convert personnel/employee records and any associated training information. SunGard will work with the Customer to determine whether all employee data or only active employees will be converted.
- o. <Deleted>

Requirements and Assumptions

1. The agencies will be responsible for providing SunGard with legacy data in one of four data formats, SQL database, Access database, Excel spreadsheet, or delimited text file. This scope of work assumes all module data with the exception of Attachments is derived from the AIRS legacy system.
2. SunGard will deliver the results of the data conversion effort into the conversion database for review by the agencies. For each delivery of converted data, the agencies will dedicate resources to review

conversion results and provide written feedback to SunGard within one week of the delivery of a converted data set.

3. Upon receiving written Customer feedback regarding the Customer's review of the conversion results, SunGard will have one week to respond with revised conversion results reflecting any agreed upon modifications.
4. Modules or data elements not specifically described in this document are considered to be outside the scope of this proposed conversion effort. SunGard reserves the right to require additional funding in the event feedback received from the Customer changes the scope of the conversion effort
5. SunGard will map data from the legacy system to the corresponding field within the appropriate ONESolution RMS module. Any legacy data element that does not have a corresponding RMS data field can be placed in the Notes or Comments field provided in the module record. This conversion effort does not include adding new fields to ONESolution RMS

City of Eugene - RMS Price Quotation

See Exhibit 1, Services Table

CAD - Specifications & Requirements

SunGard presents the following solution for converting CAD data.

- a) SunGard recommends converting 6 months to one year of CAD Event History data. This recommendation is based on the validity of the CAD data and the projected lifespan of the CAD server. At some point, data capacity may exceed the specifications of the original lifespan, decreasing query efficiency and server performance. In this case the specifications of the CAD server should be taken into account to accommodate starting off with the increased amount of data.
- b) SunGard will convert the following data into a production instance of ONESolution CAD:
 - a. 6 to 12 months of CAD Event History from the legacy system.
 - b. SunGard will convert all CAD Event History data into the Calls-For-Service module within RMS.
- c) SunGard will convert the necessary data elements required to activate the Call History warning feature in ONESolution CAD and SunGard's MCT. Field level mapping is provided below in the documentation section.
- d) SunGard will convert data based on the time range specified by the agencies.
- e) SunGard will insert the comment "*** Converted CAD Record. ***" into the notes field of all converted incident records.
- f) SunGard will populate the standard geo-buckets (ex. Agency, district, reporting area, geo-proximity, and response plan) using the current values defined within ONESolution CAD.
- g) SunGard will geo-verify converted addresses using the latest map centerline file. A report will be provided to the agencies for all addresses that were not geo-verified. It is the agency's responsibility to correct these address. This is a necessary step to support alerting ONESolution CAD and MCT users of previous call history.
- h) SunGard will create a record in the notify table for each event address that was successfully geo-verified. This is a necessary step to support alerting users of previous call history.
- i) The customer will provide all data to be converted in one of four data formats: SQL database, Access database, Excel spreadsheet, or a delimited text file.

ONESolution CAD – Sample Field Mapping

The following listings are applicable as a sample of the field listings as detailed above. Based on the availability of the data the listings below are provided as an example and a reference.

CAD Event History

ONESolution CAD Field Label	Required	ONESolution CAD Field Name	Dev Notes
Event ID	Y	INCI_ID	
Call Recv	Y	CALLTIME	
Source	Y	CALLSOURCE	
PU		PRIMEUNIT	
Location	Y	STREET, COUNTY	
Nature	Y	NATURECODE	May require Agency mapping.
Ph#			
Caller		CALLERNM	
Caller Addr		CALLERADDR	
Caller Ph#		CALLERPH	
Priority		PRIORITY	
Agency	Y	AGENCY	
Busi		BUSINESS	
Disposition		CLOSECODE	May require Agency mapping.
Call Taker		CALLTAKER	

CAD Business Sites and Contacts

SunGard CAD Field Label	Required	SunGard CAD Field Name	Dev Notes
Site Name	Y	SITE_NAME	
Address		ADDRESS1	
County		CALLSOURCE	
State		PRIMEUNIT	
Zip		ZIP	
Phone		CON_FONE	
Status	Y	STATUS	Only Active Sites.
Site Type	Y	BUSCOMRES	Only Business Sites.
Site Class		SITE_TYPE	
Busi Type		BUSI_TYPE	
Notes		NOTES	Anything agency notes specific to the location: Contact, Directions, all related Times, etc.
Contact Information			Name, Phone, Address, etc.

City of Eugene - CAD Price Quotation

See Exhibit 1, Services Table

SUNGARD PUBLIC SECTOR

City of Springfield RMS – CAD Conversion Quote

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Conversion Summary

The purpose of this document is to provide a detailed overview of what SunGard will provide in the proposed data conversions for the City of Springfield (Customer).

SunGard will convert data from the Customer's AIRS records system (legacy) into the ONESolution Records Management System (RMS) system shared by the Customer and the City of Eugene.

SunGard will work with the Customer to determine the appropriate conversion environment that best accommodates the needs of the agency. The available environments include Production, Archive, or a Hybrid conversion which is a combination of both environments. If the agencies select a hybrid conversion, both environments would reside on one server accessible by running separate instances of the RMS application. This allows the agencies to search and report from each instance simultaneously. The Customer has indicated a production environment is preferred.

SunGard will require a SQL backup copy of the Customer's legacy database. Once the data has been received and analyzed, SunGard will arrange an analysis meeting with the agencies to review the conversion options and to confirm both the environment and the module data to be converted. During this meeting SunGard will review missing or conflicting pick list values, statutes, and to finalize the rules governing the resolution of duplicate names between the two systems. It is important for representatives from Springfield and Eugene to participate in this meeting to weigh in on topics that affect the entire system such as master names and shared picklists.

From this meeting SunGard will provide the City of Springfield with an official scope-of-work (SOW) defining the scope and responsibilities of the project. SunGard will then develop conversion programs specific to the modules requested by the agencies. SunGard will work closely with the agencies throughout this process to find any data that is not clearly identified in the source system.

The conversion will be performed on a modular basis delivering the results of each module into a separate environment for review. The initial data upload will consist of data extracted from the legacy system without code table values. This will allow the Customer to review data mapping between the two systems and to highlight code tables that require translation. Two subsequent uploads will be performed to incorporate adjustments based on Customer feedback.

For each delivery of converted data, the Customer will dedicate resources to review the conversion results and provide comprehensive written feedback in the form of a "punch list" to SunGard on all adjustments needed. The Customer is responsible for verifying the accuracy of all converted data. SunGard will repeat this process to incorporate adjustments requested to achieve the desired results within two iterations per module. SunGard will provide the Customer with up to five (5) additional iterations which may be used on any module at the Customer's discretion. For example, three of the five additional iterations may be requested for the Name module and the remaining two may be used for the Arrest module. If the Customer requests additional iterations, these will be billable at the standard hourly rate in effect at that time.

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converted database. After receiving signatures, SunGard will proceed to the next module.

This process will continue for each module to be converted. SunGard will then perform a full data conversion recording the time required to convert each module. This will provide an accurate estimate of the amount of down time required to complete the final data conversion at go live.

At the Customer's request, SunGard will perform a mock go live conversion consisting of approximately two years of data in each agreed upon module. This is done after sign off sheets have been received on all converted modules. This mock go live will provide an opportunity for the Customer to review a large dataset of final converted data. If a mock go live is planned, the Customer may wish to reserve one or more of five (5) additional iterations to address adjustments that are desired.

RMS - Specifications & Requirements

SunGard presents the following solution for converting RMS data.

SunGard will convert the following modules into the production instance of RMS.

- p. SunGard will convert a unique set of Master Names which include all associated demographics (AKA, DOB, Race, Sex, Height, Weight, Hair, Eye, Ethnicity, POB, Mugshot indicator, FPC, Operator License Numbers, Phone Numbers, Social Security Numbers, SID numbers, SMT's, Comments/Alerts, FBI number). SunGard will utilize a routine to determine if a name record already exists in the master name table to avoid creating duplicate name records. This routine is based on but not limited to the following fields: Last Name, First Name, DOB, SSN, and Operator License Number. SunGard requires a minimum of three data elements to be populated in determining if a duplicate name already exists. These are Last Name, First Name, and one additional name data element. SunGard will work closely with the Customer to determine the appropriate combination of data elements that best serves the agency. A listing of master name records that do not match the criteria will be provided to the consortium for review. SunGard will identify and ignore generic names such as "unknown", "anonymous", "society", etc.
- q. SunGard will convert incidents and any associated names, property and vehicle information. SunGard will work with the Customer to determine whether all incidents, only "active/open" cases or incidents within a specified time frame will be converted.
- r. Case Management data will not be converted from the legacy system but SunGard will create ONESolution RMS Case Management records for "active / open" cases having officer assignment information. Case Management records are required for the RMS Investigator Dashboard and allow the investigator immediate access to their assigned cases at the time of "Go-Live". SunGard will work with the Customer to define which case status values are considered "active/open".
- s. SunGard will convert arrests and any associated names, property and vehicle information. SunGard will work with the Customer to determine whether all arrests, arrests linked to incidents or arrests within a specified time frame will be converted.

- t. SunGard will convert evidence data from the legacy system. SunGard's ONESolution RMS requires numeric barcode values. If the legacy system barcode is stored as an alpha-numeric value, all evidence will require new barcode labels to be generated. ONESolution RMS also requires unique barcode values across all agencies sharing the RMS system. If there are duplicate evidence barcode values between the Customer and Eugene's data, this will have to be resolved.
- u. SunGard will convert mugshot images, based on the link provided by the agency to uniquely associate an image with a single RMS Name record. Images will need to be of standard format: BMP, JPEG or TIFF. If images front and profile images are combined in a single file, SunGard can split these into two separate images assuming the pattern/format is consistent.
- v. If the Customer chooses, SunGard will convert digital files from the Laserfische system into ONESolution RMS as system attachments linked to associated incident, based on the link provided by the agency. Data files from Laserfische must be accessible to SunGard on the Customer's network.
- w. SunGard will convert CAD event data into the RMS Calls for Service module.
- x. SunGard will convert citations and any associated names, vehicles and charge information. SunGard will work with the Customer to determine whether all citations or citations within a specified time frame will be converted.
- y. SunGard will convert active warrants and associated names and charge information. SunGard will work with the Customer to determine how to identify active warrants in the legacy system.
- z. SunGard will convert accident/crash records and any associated names, vehicles and property information. SunGard will work with the Customer to determine whether all accidents or accidents within a specified time frame will be converted.
- aa. SunGard will convert field interview/field contact records and any associated names, vehicles and property information. SunGard will work with the Customer to determine whether all field contacts or field contacts within a specified time frame will be converted.
- bb. <Deleted>
- cc. SunGard will convert personnel/employee records and any associated training information. SunGard will work with the Customer to determine whether all employee data or only active employees will be converted.
- dd. <Deleted>

Requirements and Assumptions

- 6 The agencies will be responsible for providing SunGard with legacy data in one of four data formats; SQL database, Access database, Excel spreadsheet, or delimited text file. This scope of work assumes all module data with the exception of Attachments is derived from the AIRS legacy system.

7. SunGard will deliver the results of the data conversion effort into the conversion database for review by the agencies. For each delivery of converted data, the agencies will dedicate resources to review conversion results and provide written feedback to SunGard within one week of the delivery of a converted data set
8. Upon receiving written Customer feedback regarding the Customer's review of the conversion results, SunGard will have one week to respond with revised conversion results reflecting any agreed upon modifications.
9. Modules or data elements not specifically described in this document are considered to be outside the scope of this proposed conversion effort. SunGard reserves the right to require additional funding in the event feedback received from the Customer changes the scope of the conversion effort.
10. SunGard will map data from the legacy system to the corresponding field within the appropriate ONESolution RMS module. Any legacy data element that does not have a corresponding RMS data field can be placed in the Notes or Comments field provided in the module record. This conversion effort does not include adding new fields to ONESolution RMS

City of Springfield - RMS Price Quotation

See Exhibit 1, Services Table

CAD - Specifications & Requirements

SunGard presents the following solution for converting CAD data.

- j) SunGard recommends converting 6 months to one year of CAD Event History data. This recommendation is based on the validity of the CAD data and the projected lifespan of the CAD server. At some point, data capacity may exceed the specifications of the original lifespan, decreasing query efficiency and server performance. In this case the specifications of the CAD server should be taken into account to accommodate starting off with the increased amount of data.
- k) SunGard will convert the following data into a production instance of ONESolution CAD:
 - a. 6 to 12 months of CAD Event History from the legacy system.

- b. SunGard will convert all CAD Event History data into the Calls-For-Service module within RMS.
- l) SunGard will convert the necessary data elements required to activate the Call History warning feature in ONESolution CAD and SunGard's MCT. Field level mapping is provided below in the documentation section.
- m) SunGard will convert data based on the time range specified by the agencies
- n) SunGard will insert the comment "**** Converted CAD Record. ****" into the notes field of all converted incident records.
- o) SunGard will populate the standard geo-buckets (ex. Agency, district, reporting area, geo-proximity, and response plan) using the current values defined within ONESolution CAD.
- p) SunGard will geo-verify converted addresses using the latest map centerline file. A report will be provided to the agencies for all addresses that were not geo-verified. It is the agency's responsibility to correct these address. This is a necessary step to support alerting ONESolution CAD and MCT users of previous call history.
- q) SunGard will create a record in the notify table for each event address that was successfully geo-verified. This is a necessary step to support alerting users of previous call history.
- r) The customer will provide all data to be converted in one of four data formats: SQL database, Access database, Excel spreadsheet, or a delimited text file.

CAD – Sample Field Mapping

The following listings are applicable as a sample of the field listings as detailed above. Based on the availability of the data the listings below are provided as an example and a reference.

CAD Event History

SunGard CAD Field Label	Required	SunGard CAD Field Name	Dev Notes
Event ID	Y	INCI_ID	
Call Recv	Y	CALLTIME	
Source	Y	CALLSOURCE	
PU		PRIMEUNIT	
Location	Y	STREET, COUNTY	
Nature	Y	NATURECODE	May require Agency mapping.
Ph#			
Caller		CALLERNM	
Caller Addr		CALLERADDR	
Caller Ph#		CALLERPH	
Priority		PRIORITY	
Agency	Y	AGENCY	
Busi		BUSINESS	
Disposition		CLOSECODE	May require Agency mapping.
Call Taker		CALLTAKER	

CAD Business Sites and Contacts

SunGard CAD Field Label	Required	SunGard CAD Field Name	Dev Notes
Site Name	Y	SITE_NAME	
Address		ADDRESS1	
County		CALLSOURCE	
State		PRIMEUNIT	
Zip		ZIP	
Phone		CON_FONE	
Status	Y	STATUS	Only Active Sites.
Site Type	Y	BUSCOMRES	Only Business Sites.
Site Class		SITE_TYPE	
Busi Type		BUSI_TYPE	
Notes		NOTES	Anything agency notes specific to the location: Contact, Directions, all related Times, etc.
Contact Information			Name, Phone, Address, etc.

City of Springfield - CAD Price Quotation

See Exhibit 1, Services Table

Exhibit 5

Group:	#:	Administrator/Build Team Training					Training for Mock Go Live		
		Initial Roll-Out					Initial Roll-Out		
		Core Team System Orientation (3 days)	CAD Mnt. Training (4 days)	RMS Mnt Training (4 days)	MCT/Switch Mnt. Training (1 day)	MFR Mnt. Training (2 days)	CAD Power-User Training (4 days)	RMS Power-User Training (4 days)	MCT/MFR Power-User Training (4 days)
911 Operators/Supervisors						2	2	2	
Metro Fire								*	
Records/Supervisors									
Investigations									
Patrol									
CSO									
Crime Analyst									
Administration/Specialty									
IT		*	*	*	*	*			
Build Team		1	1	1	1	1			
LCOG (GIS)	*	*	*						
Grand Totals (each class):		1	1	1	1	1	2	2	

Assumptions and Constraints:

Maintenance Training classes are limited to 6 participants (exceptions determined in advance by mutual agreement of SunGard and t Trainer Preparation classes are limited to 8 participants maximum. SunGard highly recommends public speaking training as a prereq On-site User Training classes are limited to 10 participants maximum.

RMS User Training (4-day, 2-day, or 1-day class) is a prerequisite for training on RMS specialty modules.

Training normally is conducted during standard weekday business hours (typically 8-4 or 9-5). Requests for after-hours classes are gr

A small number of observers can be accommodated in training classes, space permitting. Observers are expected to follow appropri

Classes identified as "Power User" Training are intended to prepare intended Mock Go Live participants.

Representatives from LCOG may benefit from attending parts of the Core Team System Orientation and CAD Maintenance Training. :

Training on RMS specialty modules will be conducted via instructor-led webinar, unless noted above as "on-site."

* Indicates additional participants in training (not adding to class count)

CAD-Related End-User						RMS Base/Related End-User						RM					
Initial Roll-Out			Later Roll-Out			Initial Roll-Out			Later			Initial Roll-Out					
CAD User Training (4 days)	CAD Call-Taking Training (2 days) for Records	CAD Roster Module User Training (5 day)	CAD Resource Monitor Web-Training (5 day)	CAD Trainer Preparation (8 days)	OpsCAD (.5 day web-training)	RMS Full (4 days)	RMS User for 911 (1 day)	RMS Train-the-Trainer (8 days)	OpsRMS User (.5 day web-training)	Accident (.5 day)-web	Document Scanning (.5 day)-on-site	Intelligence (.5 day)-web	Notifications (.5 day)-on-site	Problem-Oriented Policing (.5 day)-web	Property and Evidence (2 days)-on-site	Racial Profiling (.5 day)-web	Remote Line-up (1 day)-on-site
8		5	2	1													
			*		*												
	3					5	8	2		1	2					1	
									*			1	2	1			2
			*		*				*								
					4				4						1		
8	3	5	2	1	4	5	8	2	4	1	2	1	2	1	1	1	2

of the customer)

quisite for agency-designated instructors without extensive prior instructional experience.

granted on a case-by-case basis

riate etiquette and can be removed by the instructor if their presence is judged to negatively impact instructional or learning quality

. Schedule can be pre-arranged in consultation with the assigned CAD trainer

The following transactions will be built and will be made available within SunGard RMS.

Hit Confirmations And Administrative Messages

AM, AML Administrative Messages

CCC – Corrections Client Hit Confirmation

FCC – Notify Release of Federal Prisoner to Oregon

YQ – Hit Confirmation Request

YR – Hit Confirmation Reply

Motor Vehicle – Operator Licenses

Oregon DMV And Marine Board – Standard Message Format

DLP – DMV Driver Record by Name and DOB

DLR – DMV Driver Record by Operator License Number

DLW – DMV Driving Record and Wants – by operator license

DPL – DMV Electronic Driver Registration Photo

DPP – DMV Disabled Placard Query (LC by license)(NC by name)(PN by id)

D07 – DMV Blood Alcohol Consent Information

D13 – DMV Find Address and Driver License Number by Name

D33 – DMV Driver License Restriction Explanation “J” or “9” Codes

RDP – DMV List Available Driver Photos (LC by OLN license) (NC by name)

QDW – Query Wanted Persons and Oregon Driving Record

DQ, DQG – Driver License Inquiries (NLETS)

DNQ – Driver License Inquiry (NLETS) Partial Match

KQ – Driver Record Inquiries (NLETS)

Motor Vehicle Registrations

QRS – Vehicle Registration Inquiry With Stolen Check

REG – Vehicle Registration Inquiry

RGW – Vehicle Registration Inquiry + Wanted + Stolen

V74 – DMV Vehicles Registered To Owner

RQ, RQG, RQS – Vehicle Registration Inquiry (NLETS)

RNQ – Vehicle Registration Inquiry By Name (NLETS)

Boat Registrations

BQ – Query Boat Registration (NLETS)

DLP Boat Registration By Owner Inquiry

REG Boat Registration Inquiry

Vehicle Files And License Plates

CF, CL, CV – Clear Felony Vehicle, License, Stolen Vehicle

EF, EF-A, EF-F, EF-P – Enter Felony Vehicle

EV, EV-A, EV-F, EV-P – Enter Stolen Vehicle

EMV – Enter Missing Vehicle

EIV, EIVP, ERV – Enter Impounded Vehicle, Repossessed Vehicle 80

EL, EL-A, EL-F, EL-P – Enter Stolen License Plate

LV, LF, LL – Locate Stolen/Felony Vehicle or License Plate

ML – Modify Stolen Vehicle License

MV, MF – Modify Stolen or Felony Vehicle

MMV – Modify Missing Vehicle

MIV, MIVP, MRV – Modify Impound/Repossessed Vehicle

QV – Query Vehicle File

QVC – Check VIN Validity

QX – DMV Title Check Vehicle Query

XV, XF, XIV, XIVP, XL, XMV, XRV – Cancel Vehicle or License Record

Boat Files

CB – Clear Stolen Boat

EB, EB-A, EB-F, EB-P – Enter Stolen Boat

EIB, ERB – Enter Impounded or Repossessed Boat

LB – Locate Stolen Boat

MB – Modify Stolen Boat

MIB, MRB – Modify Impounded or Repossessed Boat

QB – Query Boat

XB, XIB, XRB – Cancel Boat Record

Article Files

CSA, CLA – Clear Stolen or Lost Article

CSAA – Clear Consecutively Numbered Stolen Articles

EPA – Enter Pawned Article

ESA, ESAP, ELA, ERA, EAN, EANP – Enter Article

ESAA – Enter Consecutively Serialized Stolen Articles

LLA – Locate Lost Article

LSA – Locate Stolen Article

LSAA – Locate Consecutively Serialized Stolen Articles

MPA – Modify Pawned Article

MSA – Modify Stolen Article

MLA, MRA – Modify (Lost or Recovered) Article

MCAA – Modify Consecutively Serialized Stolen Article

QA – Query Article Files

XSA, XLA, XPA, XRA – Cancel (Stolen, Lost, Pawned, Recovered) Article

XCAA – Cancel Serialized Stolen Article

Gun Files

CSG, CFG, CLG, CRG – Clear (Stolen, Felony, Lost, Recovered) Gun

EPG – Enter Pawned Gun

ESG, ESGP, EFG, EFGP, ELG, ERG – Enter (Stolen, Felony, Lost, Recovered) Gun

LSG, LFG, LLG – Locate (Stolen, Felony, Lost) Gun

MPG – Modify Pawned Gun

MSG, MFG, MLG, MRG – Modify (Stolen, Felony, Lost, Recovered) Gun

QG – Query Gun Files

XSG, XFG, XLG, XPG, XRG – Cancel Gun Record

Wanted Persons And Warrants

CW, CT, (CM) – Clear Wanted Persons (Missing Persons)

ET, ET-C – Enter Temporary Felony Warrant

EW, EW-C, EWJ, EWJC, RW, RW-C, SW, SW-C – Enter Wants and Warrants

EN – Enter Person Supplemental

ENS – Enter Supplemental Fraudulent Identifiers

ENAD – Enter Person Supplemental Address

XNAD – Cancel Person Supplemental Address

LW, LT – Locate Wanted Person

MT – Modify Temporary Warrant

MW – Modify Wanted Person

MWXW – Modify Federal Warrant to a State Warrant

QLW – Query LEDS Wanted (No NCIC Search)

QW Query Persons Files in LEDS and NCIC

XN – Cancel Person Supplemental

XNS – Cancel Fraudulent Identifiers Supplemental

XT, XW, XM – Cancel Persons Record

XIP, XPR, XSX – Cancel Persons Record

Missing Persons

CM – Clear Missing Person

EMC, EMCC, EMD, EMDC, EME, EMEC, EMI, EMIC, EMJ, EMJC, EMO – Enter

Missing Person

EMN – Enter Missing Person Supplemental

ENAD – Enter Person Supplemental Address

XNAD – Cancel Person Supplemental Address

LM – Locate Missing Person

MM – Modify Missing Person

QM – Query Persons With Non-Unique Identifiers

XM – Cancel Missing Person

XMN – Cancel Missing Person Supplemental

CCH LEDS Transactions that need to be included:

Inquiry:

QH CCH by Name -- Oregon CCH, NCIC-III
QWH CCH by Name -- Oregon CCH, NCIC-III, LEDS/NCIC Wanted Person File
QHD CCH by Name -- Oregon CCH, NCIC-III, Oregon DMV File
QWHD CCH by Name -- Oregon CCH, NCIC-III, LEDS/NCIC Wanted Person File, Oregon DMV File
QMEN Mental Health Inquiry - Concealed Handgun License Only
QCRC Complete Criminal Records Check - Runs QWHD, QMEN, QPO, QCD, and IQ
QFC SID Retrieval from Fingerprint Control Card Number
RA Criminal Record Inquiry -- for Most Recent Arrest Cycle from Oregon CCH Files (by Sid Number)
RR Criminal Record Inquiry -- Oregon CCH Files (by SID Number) or NCIC-III Files (by FBI Number)

Canadian Inquiry:

IQ Criminal History Inquiry
FQ Criminal History Record Retrieval

Other States Inquiry (NCIC):

QR Criminal History Record Request (NCIC)

Other States Inquiry (NLETS):

IQ Criminal Identification Inquiry -- by Name & DOB, SOC, MNU, etc
FQ Criminal Identification Inquiry - Full Record Inquiry -- by SID

GIS SOFTWARE SUPPLEMENT

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

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

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

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

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

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

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

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

DATA ACCESS SUBSCRIPTION SUPPLEMENT

1. Additional Definitions.

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

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

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

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

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

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

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

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

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

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

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

5. User Responsibilities.

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

alternative procedures for obtaining, as needed, information otherwise available through the Data Sharing Network.

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

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

PAY AGENT SUPPLEMENT

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

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

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

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

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

6. LIMITATIONS OF LIABILITY.

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

Agency Access Agreement Supplement

SUNGARD PUBLIC SECTOR AGREEMENT TO GRANT PERMISSION TO ALLOW ACCESS TO SOFTWARE

among

City of Eugene
an Oregon Municipal Corporation

located at:
100 West 10th Avenue, Suite 450
Eugene, OR 97401

and

SunGard Public Sector
1000 Business Center Drive
Lake Mary, FL 32746

Whereas, ("**Customer**") and **SunGard Public Sector Inc.**, ("**SunGard Public Sector**") have entered into the Software License and Services Agreement to which this Supplement is attached ("Customer Agreement"); and

Whereas, Customer desires that the following agencies (the "**Accessors**") obtain access to certain software licensed by Customer under the Customer Agreement;

City of Springfield, Oregon

Now therefore, the parties agree as follows:

1. Customer requests that SunGard Public Sector grant, and SunGard Public Sector does grant Customer permission to allow access to Accessed Software by the Accessor(s) under the terms of this Access Agreement ("Access Agreement"). The Accessed Software is as follows:

All SunGard Public Sector applications licensed to Customer

2. SunGard Public Sector shall have the right to terminate this Access Agreement upon breach of this Access Agreement if cure is not effected within thirty (30) days of written notice of said breach.

3. This Access Agreement shall automatically terminate if the Customer Agreement is terminated. In the event that this Access Agreement should be terminated, SunGard Public Sector shall be under no obligation to the Accessor(s) to permit continued access to Accessed Software after such termination of this Access Agreement, but shall agree to license Accessed Software under separate license agreement with the Accessor(s) in such event, provided the Accessor(s) is not in default of any of the provisions of this Access Agreement nor any related Supplements, and provided the Accessor(s) provide a replacement technical environment satisfactory to SunGard Public Sector.

4. Customer understands that Accessor(s) will not be granted access to the Accessed Software unless and until Accessor(s) acknowledge the terms of this Access Agreement and thereby agree that Accessed Software constitutes proprietary information and trade secrets of SunGard Public Sector and will remain the sole property of SunGard Public Sector. The form of such agreement is attached hereto as

Attachment 1 to the Agency Access Agreement Supplement

among

City of Springfield

(Street address)

(City, State, Zip)

"Accessor"

and

SunGard Public Sector
1000 Business Center Drive
Lake Mary, FL 32746

Whereas, City of Eugene ("Customer") and SunGard Public Sector ("SunGard Public Sector") entered into a certain Software License and Services Agreement ("Customer Agreement"); and

Whereas, as part of the Customer Agreement, Customer and SunGard have agreed to the terms and conditions of that certain Agency Access Agreement Supplement attached thereto, and

Whereas, Accessor desires to obtain access to certain software licensed by Customer under the Customer Agreement;

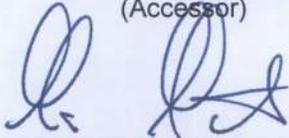
Now therefore, the parties agree as follows:

Accessor acknowledges the terms and conditions of the Agency Access Agreement Supplement attached hereto and hereby agrees to the terms and conditions relating to the Agency Access Agreement Supplement contained therein.

AGREED:

CITY OF SPRINGFIELD

(Accessor)



Authorized Signature

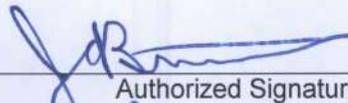
Enzo Grimaldi, City Manager

Print Name & Title

11/5/12

Date

SUNGARD PUBLIC SECTOR INC



Authorized Signature

James Brescia VP HR

Print Name & Title

11/2/12

Date

Reviewed by City Contract Officer
Myke Ma H.5.12

SPS License 7/1/2010

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Attachment 1, Page 180 of 181

REVIEWED & APPROVED
AS TO FORM
Stacy S. Leahy
DATE: 11/5/12
OFFICE OF CITY ATTORNEY

Attachment 1. The Accessor(s) shall not at any time sell, assign, transfer or otherwise make available to, or allow use by, a third party any of components of Accessed Software. Accessor(s) shall hold in confidence the SunGard Public Sector proprietary information for its benefit and internal use only by its employees. Accessor(s) further acknowledges that, in the event of a breach or threatened breach of the provisions of this paragraph, SunGard Public Sector has no adequate remedy in money damages, and, accordingly, shall be entitled, without bond, to an injunction against such breach or threatened breach.

5. If Customer so elects, Accessor may contact SunGard Public Sector directly for support services.

6. SunGard Public Sector's liability to the Accessor(s) hereunder, for any direct losses or damages shall be determined as follows: In the event of any losses or damages to Accessor(s), the total cumulative liability to both Accessor(s) and Customer shall not exceed the fees paid to SunGard Public Sector as set forth in Section 16 of the Agreement. In no event shall SunGard Public Sector be liable to the Accessor(s) for any indirect, special, or consequential damages, or economic loss in connection with, or arising out of, this Access Agreement.

7. Notwithstanding any of the provisions contained herein, or in the Customer Agreement, or any Supplements thereto, Customer is, and shall remain, solely responsible for the obligations contained in the Customer Agreement.



Master Services Agreement (General Terms and Conditions)

This Master Services Agreement (the "Agreement") is made between Stratus Technologies Ireland Limited, with offices at Unit 275, Block F, Blanchardstown Corporate Park 2, Ballycoolin, Dublin 15, Ireland ("Stratus") and City of Eugene Oregon ("Customer" or "you"). Stratus agrees to provide the services, as defined in the applicable Service Addenda (the "Services"), subject to the terms and conditions contained in this Agreement, for the supported hardware ("Supported Hardware" or "Hardware") and supported software products ("Supported Software" or "Software") comprising the system(s) listed in your Service Schedule(s) (each a "System" or "Covered System"). Stratus' obligations to provide Services are subject to your compliance with all of your obligations under this Agreement.

Eligibility: Systems first placed under Service within ninety (90) days from the System shipment date are automatically deemed Service Ready and eligible for coverage under this Agreement. Systems first placed under Service more than ninety (90) days from the System shipment date must first be inspected and certified by Stratus or its authorized service representative as Service Ready. Additionally, Systems, Service coverage for which has lapsed for a period of ninety (90) days or more, will be subject to inspection and certification, at your expense, before Service coverage will be reinstated. Such inspection and certification will be at Customer's expense based on Stratus' then prevailing rates. Any work required to bring the System up to a Service Ready condition will also be at Customer's expense.

Stratus Affiliates: The Services shall be provided by Stratus or its affiliates. As used herein affiliates means, legal entities that are owned by Stratus or which are under common ownership with Stratus. In providing such Services Stratus and its affiliates may engage the services of sub-contractors. The foregoing however shall not relieve Stratus of its primary obligations under this Agreement.

Service Hours: Except as otherwise specified in this Agreement, a Service Schedule, Service Level Addendum, or an Optional Service Addendum, all Services required of Stratus under this Agreement shall be provided only during the hours of 9:00 A.M. to 5:00 P.M., Monday through Friday, excluding locally observed holidays.

1. TERM AND TERMINATION

1.1. Term. Unless otherwise agreed, the initial term for Services shall commence on the Effective Date of this Agreement and shall continue for a period of one (1) year. Thereafter, the term for Services shall automatically renew for successive terms of one (1) year each unless either party gives written notice to the other of its intention not to renew at least sixty (60) days prior to the commencement of the next term; provided, however, Customer may terminate this Agreement at any time after the first year by giving sixty (60) days prior written notice of termination to Stratus.

1.2. Termination for Breach. Either party (the "Non-breaching Party") may terminate this Agreement in the event the other party (the "Breaching Party") breaches any of its material obligations (each a "Material Breach") under this Agreement and fails to cure said Material Breach within thirty (30) days of Breaching Party's receipt of written notice of the Material Breach from the Non-breaching Party. Material Breach" shall also be deemed to include any instance in which the Breaching Party files a voluntary petition in bankruptcy or under any similar insolvency law, makes an assignment for the benefit of its creditors, has filed against it any involuntary petition in bankruptcy or under any similar insolvency law, or a receiver is appointed for, or a levy or attachment is made against, substantially all of its assets, if any such petition is not dismissed or such receiver or levy or attachment is not discharged within sixty (60) days after the filing or appointment.

1.3. Termination for Public Interest. The Customer may terminate the Agreement, with at least ten (10) days advance written notice, if funding for the Services becomes unavailable or if the Customer determines that termination of the Agreement is required by the public interest.

1.4. Customer may remove Covered Systems from Service, without incurring any penalty or additional fees, provided it gives Stratus at least ten (10) days advance written notice.

1.5. Mutual Termination. The parties, by mutual written agreement, may terminate the Agreement at any time.

2. PRICING, INVOICING AND TAXES

Service Charges: The service charges that will apply to the Products supported under this Agreement are as set forth in the applicable Service Schedule. Updates to the Service Schedule may be provided by contacting your local service representative. Unless otherwise specified in a particular Service Schedule, your service charges will be billed annually and are payable as set forth in Section 3 below. In the event that this Agreement is terminated in accordance with this Agreement, Customer will receive a pro-rata refund for any prepaid Services from the date of termination.

Stratus' obligation to provide these services is contingent upon your prompt payment of the invoice and any other applicable charges. Payment of any amount invoiced under this Agreement constitutes your agreement to all of the terms and conditions contained herein, to the exclusion of all others. Notwithstanding the foregoing, at any time, during a service term, if the Operating System of a Covered System is upgraded to a new release, you may be charged additional Service Fees in which Stratus may incur by a third party.

2.1. Price Changes: At any time, and from time to time after expiration of a Service Schedule, Stratus may increase the service charges by giving you ninety (90) days advance written notice. The price change will apply on the first day of the applicable invoice period on or after the effective date specified in the Stratus price change notice. Hourly rates, travel charges and one-time charges are subject to change without notice. Such increases shall be limited to no more than 3% or the Consumer Price Index, whichever is less.

2.2. Additional Charges: You may incur additional charges for any Services provided by Stratus for the following reasons: (i) because of fire, natural disaster, neglect, misuse, abuse and war or other events or causes of force majeure; and (ii) unauthorized modifications; use of non-Stratus supplied equipment or software; damage resulting from environmental considerations such as electrical power, heat, cold, or humidity outside the published product specifications; or operating the System in other than the fully redundant mode of operation; and (iii) if we are required to travel beyond fifty (50) miles or eighty (80) kilometers of the nearest Stratus service location or use other than private automobile or scheduled local public transportation to provide Services to you.

3. PAYMENT

3.1. Customer shall pay all amounts within thirty (30) days of receipt of an invoice. Customer also agrees to pay amounts equal to any applicable taxes resulting from any transaction under this Agreement that Stratus is obligated to pay upon Customer's behalf, except that Customer shall not be liable for taxes based on Stratus' net income.

3.2. Suspension of Service: If Customer's account is ten (10) days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, Stratus reserves the right to suspend Services until such amounts are paid in full; provided however that no suspension shall take effect until and unless Stratus has provided Customer at least five (5) business days prior written notice that Customer's account is overdue.

3.3. Customer agrees to pay Stratus, on demand, interest at the maximum rate permitted by applicable law for any late payments or 2% whichever is less, together with any collection and attorney's fees and expenses Stratus incurs in the collection of such overdue amounts.

4. CUSTOMER'S OBLIGATIONS Customer agrees to ensure that, at all times during the term of this Agreement Customer shall:

- For each installation site or System, assign and maintain, a technically skilled employee or agent who will serve as your primary contact with Stratus for each Covered System; and
- Provide the names and phone numbers of up to six (6) individuals who are authorized to submit calls under this Agreement; and
- Maintain the Covered System(s) in a manner consistent with all applicable product specifications provided by Stratus or the manufacturer; and
- Provide at no charge to Stratus access to and use of suitable telecommunications equipment needed to establish data communication over the Stratus Service Network; and
- Execute diagnostic routines and provide the results to Stratus; and
- Access and make appropriate use of Stratus' Internet home page for technical support information; and
- Notify Stratus of any configuration changes to the original Covered System configuration; and
- Where appropriate, use the provided Stratus hardened drivers; and
- Replace customer replaceable units under the remote direction of the Stratus CAC, Customer Engineer or Stratus Authorized Service Representative; and
- Perform housekeeping services, such as, cleaning, replacing expendable parts (e.g.: batteries, printer ribbons), performing regular operating checks and providing necessary supplies pertaining to these services; and
- Ensure that all of the data stored on the Covered System(s) is adequately duplicated, documented and protected. Stratus is not responsible for failure to do so, or for the cost of reconstructing data stored on disks, tapes, or other media that are lost or damaged during the performance of Services; and
- Ensure that (1) all software installed on the Covered System(s) is properly licensed for use; (2) all non-supported hardware and software products are fully-compatible with the Stratus-supported hardware and software installed on each Covered System and are fully year-2000 compliant; (3) all Covered System(s) are adequately protected against computer viruses; and
- Install Software product updates and upgrades as made available; and
- Maintain and operate at all times all Covered Systems in a fully redundant mode of operation.

5. WARRANTIES

5.1. WE WARRANT THAT WE WILL PROVIDE, IN A GOOD AND WORKMAN LIKE MANNER, THE SERVICES DESCRIBED IN THIS AGREEMENT AND IN EACH SERVICE SCHEDULE AND ANY ADDENDA ATTACHED THERETO.

5.2. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABLE QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF A SYSTEM OR THAT ALL PRODUCT ERRORS OR DEFECTS WILL BE CORRECTED.

6. LIMITATION OF LIABILITY IN NO EVENT SHALL STRATUS, ITS AFFILIATES OR THEIR RESPECTIVE SUB-CONTRACTORS BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, PROFIT OR BUSINESS, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN AN ACTION OF CONTRACT, TORT OR OTHER LEGAL THEORY. EXCEPT WITH RESPECT TO LOSSES OR DAMAGES ARISING FROM BODILY INJURY (UP TO AND INCLUDING DEATH), BREACH OF CONFIDENTIALITY OBLIGATIONS, GROSS NEGLIGENCE AND WILFULL MISCONDUCT, THE LIABILITY OF STRATUS', ITS AFFILIATES, AND THEIR RESPECTIVE SUB-CONTRACTORS FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT), SHALL BE LIMITED TO THE AMOUNT THAT CUSTOMER WOULD HAVE PAID TO STRATUS FOR THE PREVIOUS TWELVE (12) MONTHS OF SERVICE FOR THE PRODUCT (S) THAT IS THE SUBJECT OF THE CLAIM.

7. STRATUS PROPERTY Support software, including diagnostic routines, Active Service Network or Remote Service Network Agents and SNMP Agents, as well as support tools, and documentation ("Property"), which we supply under this Agreement, are and shall at all times remain Stratus' exclusive property. Except where required by law, you agree not to make such Property available or disclose the contents thereof to any third parties other than your employees and contractors who are performing services for you and have a need to access such Property in relation to the Systems covered under this Agreement. You agree to take appropriate action, by instruction or agreement with your employees and contractors who are permitted access, to satisfy your obligations under this Agreement. Further, you agree to immediately return all such Property to us upon the expiration or termination of this Agreement and or applicable Service Schedule.

8. CHANGES TO THE AGREEMENT TERMS In order to maintain flexibility in the manner, in which we provide service, we may, after the initial term of a Service Schedule, change the terms and conditions under which the Products listed on that Service Schedule are serviced under this Agreement, including any Addenda, by giving you not less than ninety (90) days prior written notice. These will only apply as of the effective date we specify in the notice. You have thirty (30) days from receipt of a change notice in which to reject, in writing the change, and thereby terminate this Agreement and all affected Service Schedules. Failure to reject the change indicates your conclusive acceptance of the change. Except as stated above, for a change to be valid it must be in writing and signed by both of us. Additional or different terms in any order or written communication from you are void.

9. CONFIDENTIALITY

9.1. "Confidential Information" shall mean any information held disclosed in confidence by one party (the "Discloser") to the other party ("Recipient") in connection with this Agreement. Confidential Information shall be so designated by Discloser in writing at the time of disclosure and if disclosed orally or in any form other than documentation marked with a legend designating it as such, shall be identified by

Discloser as confidential or proprietary and reduced to writing and provided to the Recipient within fifteen (15) days of the date of the oral disclosure.

9.2. Recipient shall not disclose to any third party the other party's Confidential Information and shall limit access and use to those of its employees and agents who require such access and use in connection with its rights and obligations under this Agreement. Recipient shall take appropriate action with its employees and agents to satisfy its obligations hereunder and shall protect Discloser's Confidential Information as it protects its own Confidential Information of like significance, but in any event with not less than a reasonable degree of care.

9.3. Exceptions. The obligations set forth in this Section shall not apply to information (a) known to Recipient prior to disclosure; or (b) which is or becomes publicly known through no wrongful act of Recipient; or (c) received from a third party under no confidentiality obligation with respect to the Confidential Information; or (d) required to be disclosed under administrative or court order, or in an arbitration or litigation arising out of a dispute between the parties or their successors or assigns. If Recipient is legally required to disclose any Confidential Information, it shall, to the extent allowed and practicable, provide Discloser prompt notice of such requirement so that Discloser may seek a protective order or other appropriate remedy or waive compliance with respect to that disclosure.

9.4. Remedies. Each party agrees that, in addition to any other remedies available, the other shall be entitled to injunctive relief to enforce the terms of this Section 9.

10. GENERAL

10.1. We will provide Service only at the location(s) specified in the Service Schedule unless we agree otherwise, in writing.

10.2. Neither party may assign or transfer any of its rights or obligations under this Agreement without the other party's express written consent. Any attempt to make any such assignment or transfer without the express written consent of the other party will be deemed void. Notwithstanding the foregoing, either party shall have the right to assign this Agreement to any of its affiliates or in connection with the sale or transfer of all or substantially all of its assets.

10.3. The waiver or failure of either Party to exercise in any respects any right provided for herein shall not be deemed a waiver of that or any other right hereunder.

10.4. This Agreement as supplemented by the specific Service Schedule and any associated Addendum thereto as executed by the Parties, constitutes the entire agreement between the Parties for the subject matter hereof and supersedes all prior and contemporaneous written and oral representations, proposals, negotiations and communications. In the event of any inconsistency or conflict between this Agreement and a Service Schedule, the Service Schedule shall prevail.

10.5 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon. The parties do not intend to confer on any third party any rights under the Agreement. Any litigation between the Customer and Stratus that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Lane County Circuit Court; provided, however, if a dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon, Eugene Division. In no event shall this Subsection be construed as a waiver by the Customer of any form of defense or immunity, whether sovereign immunity, governmental immunity or otherwise, from any claim or from the jurisdiction of any court. Stratus, by execution of the Agreement hereby consents to the in personam jurisdiction of the courts referenced in this section.

10.6 Examination of Records. Stratus shall maintain books, records, documents and other evidence directly pertinent to performance of Services under this Agreement. Stratus shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under this Agreement for inspection by the Customer or any other authorized representative of the Customer. The following conditions shall also apply:

- 1) Audits will be performed at the Customer's sole cost and expense, not more than once in any twelve-month period, and the Customer agrees to reimburse Stratus for any and all out-of-pocket expenses incurred by Stratus in making its books and records available to the Customer to the extent such books and/or records will be made available at any location other than the sites where they are typically stored.
- 2) Access to Stratus' books and records hereunder shall require notice given to Stratus at least ten (10) business days before the requested audit date.
- 3) Audits hereunder may only be conducted during normal business hours and shall not unreasonably interfere with Stratus' normal business operations.
- 4) Stratus will provide access only to information reasonably necessary to perform such audit.
- 5) The Customer understands and agrees that any and all information, data and materials obtained by the Customer or to which the Customer is otherwise exposed as a result of access to any of Stratus' records, materials and premises in connection with the conduct of an audit hereunder shall be deemed "Confidential Information" and subject to the requirements of the section entitled "Confidentiality." Furthermore, the Customer acknowledges and agrees that Stratus' premises are secured facilities and that Stratus reserves the right to inspect and search all persons and materials brought onto or removed from its premises. Furthermore, Stratus reserves the right to deny access to its facilities to any person deemed by Stratus, in Stratus' sole and complete discretion, to be a security risk or potential security risk. For the avoidance of doubt, Stratus' election to exercise its right to deny the Customer's employee, consultant or other agent access to Stratus' facilities shall not be deemed a breach of Stratus' obligations to the Customer under this section.

The following provisions if applicable are hereby included in and made a part of the contract for Services between the Customer and Stratus named thereon as provided for in the Eugene Code, 1971, the revised statutes of the State of Oregon, and Federal laws, rules, regulations, and guidelines:

10.6. Fair Employment Practice Provisions. (Eugene Code, 1971, Section 4.625).

- a. During the performance of this contract, Stratus agrees as follows:
 1. Stratus and each subcontractor agrees that it will not discriminate against any employee or applicant for employment because of an individual's race, religion, color, sex, national origin, marital status, familial status, age, sexual orientation or source of income, a juvenile record that has been expunged pursuant to ORS 419A.260 and 419A.262, or because an individual is a person with a disability which, with reasonable accommodation by the employer does not prevent the performance of the work involved, unless based upon a

bona fide occupational qualification reasonably necessary to the normal operation of the employer's business.

2. Stratus and all subcontractors employing 15 or more individuals will develop and implement an affirmative action plan to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, age or national origin. Such plan shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

3. Stratus and each subcontractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Human Rights Commission setting forth the provisions of this nondiscrimination clause.

b. Stratus and each subcontractor will, prior to commencement and during the term of the Agreement, provide to the Customer such documentation, and permit any inspection of records as may be required or authorized by rules adopted by the city manager to determine compliance with paragraph 10.9(a) above.

c. If upon an investigation conducted pursuant to rules adopted by the Customer's city manager in accordance with section 2.019 of the Eugene Code, 1971 there is reasonable cause to believe that Stratus or any subcontractors of Stratus have failed to comply with any of the terms of paragraphs 21(a) or 21(b), a determination thereof shall be made in accordance with the adopted rules. Such determination may result in the suspension, cancellation or termination of the principal Agreement in whole or in part and/or the withholding of any funds due or to become due to Stratus, pending compliance by Stratus and/or its subcontractors, with the terms of paragraphs 10.10(a) and 10.10(b).

10.7. ORS 279A.120 Nonresident Contractors.

- a. As used in this section, "nonresident contractor" means a contractor that:
 - 1. has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract,
 - 2. Does not have a business address in this state and
 - 3. Stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120.

If Stratus is a nonresident contractor and the Agreement price exceeds \$10,000, Stratus shall promptly report to the Department of Revenue on forms to be provided by the Department of Revenue the total contract price, terms of payment, length of contract and such other information as the Department of Revenue may require before Stratus may receive final payment on the public contract. The City may not award a Public Improvement Contract or a Public Works Contract to a nonresident bidder that is an educational service district. The Customer shall satisfy itself that the requirement of this subsection has been complied with before the Customer issues a final payment on a public contract.

10.8. ORS 279B.220, Conditions concerning payment, contributions, liens, withholding. Stratus shall:

- a. Make payment promptly, as due, to all persons supplying to Stratus labor or material for the performance of the work provided for in the contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from Stratus or subcontractor incurred in the performance of the Agreement.
- c. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- d. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

10.9. ORS 279B.230, Condition concerning payment for medical care and providing workers' compensation.

- a. Stratus shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Stratus, of all sums that Stratus agrees to pay for the services and all moneys and sums that Stratus collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
- b. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

10.10. ORS 279B.235, Condition concerning hours of labor. Stratus shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. 201 et seq.).

10.11. ORS 279A.110, Discrimination in subcontracting prohibited; remedies.

- a. Stratus may not discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055.
- b. By entering into the contract, Stratus certifies that it has not discriminated and will not discriminate, in violation of subsection 10.16(a), against any minority, women or emerging small business enterprise in obtaining any required subcontract.

IN WITNESS WHEREOF, the parties have agreed to the terms and conditions of this Agreement as indicated below.

City of Eugene
Customer
By: SRK KM Sarah Medary, AIC
Name: Sarah medary
Title: AIC City manager
Date: 11/5/2012

Stratus Technologies Ireland Limited
By: Kathleen Taffault
Name: KATHLEEN TAFFAULT
Title: FINANCE MANAGER
Date: OCT 26th 2012

Stratus Master Services Agreement

SERVICE SCHEDULE

This Service Schedule is subject to and made a part of the Master Services Agreement between Stratus Technologies Ireland Limited and City of Eugene Oregon. The Effective Date of this Service Schedule shall be the date of initial installation of the following System(s) unless a different Effective Date has been agreed and listed below. **Stratus agrees to provide and you agree to pay for the Services selected and described in the Agreement and any Optional Services selected below for the System (Hardware and Software) listed below.**

1. **Effective Date:** [Date of installation or other date agreed date] _____.

2. Customer Contacts:

Please provide full details for the Primary Contact and up to four Named Contacts. Any subsequent changes to the Named Contacts should be submitted to your local Stratus Representative.

Primary Contact Name: <u>Loring Hummel</u>
Address: <u>100 West 10th Avenue</u> <u>Suite 450</u> <u>Eugene, Oregon 97401</u>
Phone: <u>(541) 682-5479</u>
Email: <u>loring.g.hummel@ci.eugene.or.us</u>
Facsimile: <u>(541) 682-6899</u>

Named Contact Name (1): <u>Char Thompson</u>	Named Contact Name (2): <u>Wes Chong</u>
Address: <u>100 West 10th Avenue</u> <u>Suite 450</u> <u>Eugene, Oregon 97401</u>	Address: <u>100 West 10th Avenue</u> <u>Suite 450</u> <u>Eugene, Oregon 97401</u>
Phone: <u>(541) 682-8486</u>	Phone: <u>(641) 682-8457</u>
Email: <u>char.thompson@ci.eugene.or.us</u>	Email: <u>wesley.chong@ci.eugene.or.us</u>
Facsimile: <u>(541) 682-6899</u>	Facsimile: <u>(541) 682-6899</u>
Named Contact Name (3): <u>Julie Gilbert</u>	Named Contact Name (4): <u>Jim Sellars</u>
Address: <u>100 West 10th Avenue</u> <u>Suite 450</u> <u>Eugene, Oregon 97401</u>	Address: <u>125 East 8th Avenue</u> <u>Eugene, Oregon 97401</u>
Phone: <u>(541) 682-5015</u>	Phone: <u>(541) 682-4521</u>
Email: <u>julie.m.gilbert@ci.eugene.or.us</u>	Email: <u>jim.sellars@PIS.lane.OR.US</u>
Facsimile: <u>(541) 682-6899</u>	Facsimile: <u>(541) 682-2345</u>

3. Selected Service Levels for the Microsoft Windows Operating System

DESCRIPTION OF SERVICES	OPTION SELECTED	SYSTEM(s)			Service Charges
		Model #	Qty	Site ID	
SERVICE LEVEL:					
Assured Availability Plus					
*Assured Availability Guarantee					
Assured Availability					
*Assured Availability Guarantee					
System Availability					
OPTIONAL SERVICES:					
Extended Business Hours Field Service FRU Replacement (12x5)					
Extended Business Hours Field Service FRU Replacement (24x5)					
Saturday Field Service FRU Replacement (8x6)					
Weekend/Holiday Field Service FRU Replacement (8x7)					
Weekend/Holiday Field Service FRU Replacement (24x7)					
Full CRU/FRU Onsite Replacement, Normal Service Levels (8x5)					
Full CRU/FRU Onsite Replacement, Normal Service Levels (24x5)					
Full CRU/FRU Onsite Replacement, Normal Service Levels (24x7)					
Technical Account Management Services (NTAM)					
Expedited Parts Delivery (Same Day)					

*The Assured Availability Program Guarantee (the "Guarantee") is subject to the following additional terms and restrictions: (1) only Systems covered under Assured Availability Plus or Assured Availability Service Level coverage qualify for the Guarantee; and (2) the Guarantee must be selected at time of initial System purchase; and (3) if the qualifying System is covered under the Assured Availability service level, then coverage under the Guarantee is limited to outages caused solely by the Stratus Software, the Stratus Hardware or both; coverage under the Guarantee excludes outages caused in whole or in part by the Microsoft operating system; and (4) the Guarantee is subject to the terms and conditions set forth in the Assured Availability Program Guarantee Addendum.

OPTIONAL SERVICES

Selected Optional Services (if applicable). You may supplement your selected Service Level coverage by purchasing additional on-site and technical support services offered by Stratus as described above. These services are provided as part of a Service Level and may not be purchased on a standalone basis.

IN WITNESS WHEREOF, the parties have agreed to the terms and conditions of this Service Schedule as indicated below.

City of Eugene
 Customer
 By: RK
 Name: Sarah Medary, AIC
 Title: AIC City Manager
 Date: 11/5/2012

Stratus Technologies Ireland Limited
 By: Kathleen Thieffault
 Name: KATHLEEN THIEFFAULT
 Title: FINANCE MANAGER
 Date: OCT 26TH 2012

SERVICE ADDENDUM

Assured Availability Plus Service Level for Stratus Systems Running the Microsoft Windows Operating System

All definitions and terms contained in the Master Service Agreement and the Service Schedule apply to this Addendum. The terms of this Addendum shall control in the event of inconsistencies.

1. Severity Level Definitions

- 1.1. **Critical:** A problem that causes your System to become completely unavailable to users.
- 1.2. **Serious:** A problem that substantially impairs System operation.
- 1.3. **Moderate:** A problem that does not substantially impair System operation.
- 1.4. **Minor:** A problem that does not impair the operation of your System. It is non-conforming behavior that can be avoided or ignored.

2. Customer Assistance Centers (CAC) Services: Stratus will use best commercial efforts to provide remote and telephone Hardware and Software support within the times described below, depending on the severity of the problem, for problems reported by you via telephone or e-mail.

- 2.1. **Critical:** Stratus will acknowledge receipt of the problem within thirty (30) minutes. Stratus will provide CAC services (i) on a continuous basis until the System is restored to service; and (ii) on a priority basis until a suitable workaround is provided or until all material aspects of the System's functionality are restored.
- 2.2. **Serious:** Stratus will acknowledge receipt of the problem within two (2) hours. Stratus will provide CAC services on a priority basis until the System's functionality is restored or a suitable workaround is found.
- 2.3. **Moderate:** CAC services will be provided during local business hours only. Stratus will acknowledge receipt of the problem within four (4) hours. Stratus will use reasonable efforts to resolve the problem or provide a work around within seven (7) calendar days.
- 2.4. **Minor:** CAC services will be provided during local business hours only. Stratus will acknowledge receipt of the problem within four (4) hours. Minor problems will be corrected in a manner and within a time frame as determined by Stratus in its sole discretion.

3. Remote System Support and Monitoring: Stratus will provide 7x24 remote system support and monitoring of Covered Systems through an electronic connection between each such Covered System and the Stratus CAC, using the Active Service Network. Remote System Support, if applicable, may include one or more of the following:

- 3.1. Hardware problem auto notification. The System will automatically generate a call to Stratus CAC notifying us of a Hardware failure; and
- 3.2. Automatic parts replacement: Stratus' CAC will disburse a part replacement based on the System's automatically generated calls;
- 3.3. Access to Software downloads, uploads and on-line diagnostic routines; and
- 3.4. System report auto notification initiated by and relating to Software installations and system reboots.

4. Software Support: Stratus will provide 7 x 24, unlimited access to the Stratus CAC for assistance with software problems related to the currently supported version of the Stratus Software, Operating System and supported non-Stratus Software identified in your Service Schedule (individually and/or collectively hereinafter referred to as "Supported Software"). Stratus technical support engineers will provide root cause problem determination and relief, available Software updates and bug fixes as well as information and assistance related to Software features. Telephone Software Support applies to the following:

- 4.1. Stratus Software: Stratus will maintain Supported Stratus Software such that it will inter operate with the then Stratus-supported release of the Windows operating system.
- 4.2. Microsoft Windows Support: For Critical and Serious problems related to the Microsoft Windows operating system kernel, Stratus will provide priority access to Windows certified Stratus engineers, who will work collaboratively with Microsoft support personnel to address problems traced to a Microsoft product.

5. Active Service Manager Services: Stratus will provide user-authenticated access to the following Stratus 7x24 electronic support services:

- 5.1. Service event call logging and monitoring;
- 5.2. Stratus' technical Knowledgebase;
- 5.3. Software downloads; and
- 5.4. Product and service notifications

6. Hardware Remedial Services: Stratus will provide Hardware Remedial Services, which may include one or more of the following:

6.1. Advanced Parts Exchange – Next Business Day: Stratus will use commercially reasonable efforts to ship Hardware replacement parts within the same business day of receiving an automatically-generated call through Remote System Support or by way of a Telephone request that is received prior to 5:00 P.M. local time. Restrictions may apply in certain countries. Stratus will pre-pay the cost of shipping the replacement part to the requested location. A next-business-day delivery carrier chosen by Stratus will make shipments. Each replacement part shipment will also include shipping material and a pre-paid freight bill for return of the defective part. The defective part must be returned to Stratus within fourteen (14) calendar days from the date of reported failure. If you fail to do so, Stratus will bill and you will pay the list price of the replacement part shipped. Stratus assumes all risk of loss or damage to parts that are in transit to and from the location.

6.2. On-Site Hardware Support: If Stratus determines that it is necessary to do so, Stratus will provide on-site Hardware support Services at its cost and expense including labor, parts and material necessary to repair the System, which may include one or more of the following:

- (1) **Same Day Emergency On-Site Services:** Stratus will provide same day emergency on-site service if the System experiences a Critical problem and it cannot be recovered through remote support means.
- (2) **Next Business Day On-Site Services:** Stratus will provide next business day on-site service if the System experiences a Serious problem and cannot be recovered through remote service means.

6.3. Hardware On-Site Support Services Conditions:

- (1) You agree to render all reasonable assistance and to cooperate fully with Stratus' service representative or agent. Additionally, you agree to ensure his/her ability to work without interruption or interference.
- (2) Upon arrival at the site, subject to Stratus' reasonable judgment, on-site Services will be provided until the System is operational or as long as reasonable progress is being made. Work may be temporarily suspended if additional parts or resources are required, but will resume when they become available.
- (3) Travel expenses incurred in traveling to and from a System site located more than fifty (50) miles [eighty (80) kilometers] from the nearest Stratus service center will be charged to and paid by you.

CITY OF SPRINGFIELD INTERGOVERNMENTAL AGREEMENT

BETWEEN: The City of Eugene (City), a unit of local government of the state of Oregon

AND: The City of Springfield (Agency), a unit of local government of the state of Oregon

EFFECTIVE DATE: December 3, 2012

RECITALS

- A. ORS 190.010 provides that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers, or agents have the authority to perform.
- B. Provision of services for the remuneration specified in this contract will mutually benefit the parties to it.
- C. City and Agency desire to enter into a contract where in City will provide the services described in this contract on the terms and conditions set forth herein and in Exhibit A (attached hereto and incorporated herein by reference).

AGREEMENT

- 1. **Services to be Provided.** City agrees to provide services to the Agency as described in Exhibit A and Exhibit B at a cost not to exceed \$450,000 in implementation costs and \$100,000 annually thereafter. Specific costs related to the SunGard Implementation Project including vendor implementation and training services, software licenses and maintenance, hardware purchase and hardware maintenance, and system support services will be shared between City and Agency using the partner shares of 33% (Agency) and 67% (City). Custom SunGard interfaces required by City that are not used by Agency will be 100% paid for by City.
- 2. **Contract Duration.** This agreement shall be in effect from effective date shown above to June 30, 2014 and may be renewed annually.
- 3. **Termination.** Upon 30 days' prior written notice delivered to the persons designated in paragraph 4, either party, without cause, may terminate its participation in this contract.
- 4. **Contract Administration.** Each party designates the following as its representative for purposes of administering this contract. Either party may change its designated representative by giving written notice to the other as provided in paragraph 12.

Agency: Rod Lathrop, Information Technology

City: Loring Hummel and Sharon Amasha, Information Services

Title: _____

Title: _____

AGENDA ITEM SUMMARY

Meeting Date: 12/3/2012
Meeting Type: Regular Meeting
Staff Contact/Dept.: Joe Leahy – CAO
Amy Sowa - CMO
Staff Phone No: 541-746-9621
541-726-3700
Estimated Time: Consent Calendar
Council Goals: Mandate

**SPRINGFIELD
CITY COUNCIL**

ITEM TITLE:**GENERAL ELECTION REPORT OF BOARD OF CANVASSERS
AND PROCLAMATION**

ACTION

REQUESTED: Approve the November 6, 2012 General Election Report of Board of Canvassers and Proclamation for the election for Springfield Utility Board members for Position #1 and Position #5, and Measure 20-195, Five-Year Levy for Springfield Jail Operations and Police Services.

ISSUE

STATEMENT: The City Attorney has forwarded for City Council approval, the Report of Board of Canvassers and Proclamation for the November 6, 2012 General Election for the election of Springfield Utility Board members for Position #1 and Position #5, and Measure 20-195, Five-Year Levy for Springfield Jail Operations and Police Services.

ATTACHMENTS:

1. Report of Board of Canvassers
 2. Proclamation
-

**DISCUSSION/
FINANCIAL
IMPACT:**

None.

REPORT OF BOARD OF CANVASSERS

STATE OF OREGON)
) ss.
County of Lane)

We, the undersigned, constituting the Common Council of the City of Springfield, a Municipal Corporation of the State of Oregon, Lane County, Oregon, acting as a Board of Canvassers, hereby certify that we have received and reviewed the Certified Abstract of Results dated November 21, 2012, from the Lane County Clerk for the General Election held in the State of Oregon on November 6, 2012, the abstract of the votes of ballots cast at said election of the Springfield Utility Board Member-Position 1, Springfield Utility Board Member-Position 5, and Levy for Springfield Jail Operations Police Services and we do hereby further certify that we have reviewed and have canvassed the votes cast and that such votes cast for Springfield Utility Board Member-Positions 1 and 5, and City of Springfield Ballot Measure 20-195, Levy for Springfield Jail Operations Police Services were as follows:

For the Position of Springfield Utility Board Member-Position 1
(4 year term, expiring December 31, 2016)

Ryan Stroup	4,903
Joe Mathieu	6,537
Misc. Write In	134

For the Position of Springfield Utility Board Member-Position 5
(4 year term, expiring December 31, 2016)

Bobbie Jean Adams	5,910
Pat Riggs-Henson	6,087
Misc. Write In	121

For City of Springfield Ballot Measure 20-195, Levy for Springfield Jail Operations Police Services

Yes 11,771
No 9,719

WITNESS our hands and the official seal of the City of Springfield, Oregon, this _____ day of November, 2012.

Mayor

ATTEST:

City Recorder

Councilor

Councilor

Councilor

Councilor

Councilor

Councilor

REVIEWED & APPROVED
AS TO FORM
Joseph J. Leahy
DATE: 11/27/12
OFFICE OF CITY ATTORNEY

PROCLAMATION

STATE OF OREGON)
County of Lane) ss.
City of Springfield)

I, Mayor of the City of Springfield, Oregon, do hereby certify that the Springfield City Council, acting as the Board of Canvassers in accordance with the provisions of the 2001 Charter of the City of Springfield, and with the laws of the State of Oregon, has canvassed the votes cast at the General Election held on November 6, 2012; that Joe Mathieu was elected to the City of Springfield Utility Board Member-Position 1 for a four year term commencing January 1, 2013, and expiring December 31, 2016; that Pat Riggs-Henson was elected to the City of Springfield Utility Board Member-Position 5 for a four year term commencing January 1, 2013, and expiring December 31, 2016; and, that the City of Springfield Ballot Measure 20-195, Levy for Springfield Jail Operations Police Services was passed.

A copy of the official Abstract of Votes summarizing votes cast for such offices and Ballot Measure is attached hereto. The original Abstract is on file in the office of the City Recorder.

BE IT FURTHER CERTIFIED that the total number of votes cast for each of the candidates and Ballot Measure were as follows:

For the Position of Springfield Utility Board Member-Position 1
(4 year term, expiring December 31, 2016)

Ryan Stroup	4,903
Joe Mathieu	6,537
Misc. Write In	134

For the Position of Springfield Utility Board Member-Position 5
(4 year term, expiring December 31, 2016)

Bobbie Jean Adams	5,910
Pat Riggs-Henson	6,087
Misc. Write In	121

For City of Springfield Ballot Measure 20-195, Levy for Springfield Jail Operations Police Services

Yes	11,771
No	9,719

WITNESS our hands and the official seal of the City of Springfield, Oregon, this _____ day of November, 2012.

Mayor

ATTEST:

City Recorder

REVIEWED & APPROVED
AS TO FORM
JOSON J LEATHY
DATE: 11/27/12
OFFICE OF CITY ATTORNEY

Springfield Utility Board Member Position 1

Vote for 1

01 = Ryan Stroup

02 = Joe Mathieu

03 = WRITE-IN

VOTES PERCENT

4,903 42.36

6,537 56.48

134 1.16

04 = OVER VOTES

05 = UNDER VOTES

VOTES PERCENT

7

11,415

	01	02	03	04	05
2122	733	1045	23	2	1786
2234	351	407	12	0	689
2236	416	635	9	0	1114
2238	39	43	0	0	54
2340	191	345	7	0	550
2342	548	758	22	4	1206
2344	14	19	0	0	38
2456	765	893	16	1	1570
2562	264	300	3	0	525
2564	628	783	19	0	1352
2676	629	845	9	0	1694
2678	325	464	14	0	837

I certify that the votes recorded on this abstract correctly summarize the tally of votes cast at the election indicated.

Cheryl Betschart

Cheryl L. Betschart, County Clerk
Lane County, Oregon

11-21, 2012



Springfield Utility Board Member Position 5

Vote for 1

- 01 = Bobbie Jean Adams
- 02 = Pat Riggs-Henson
- 03 = WRITE-IN

VOTES PERCENT

VOTES PERCENT

5,910 48.77
6,087 50.23
121 1.00

04 = OVER VOTES
05 = UNDER VOTES

9
10,869

	01	02	03	04	05
2122	977	875	20	2	1715
2234	328	463	10	0	658
2236	481	707	6	0	980
2238	51	39	1	0	45
2340	271	275	7	0	540
2342	699	680	21	4	1134
2344	12	21	0	0	38
2456	880	838	18	1	1508
2562	273	306	2	0	511
2564	766	689	15	0	1312
2676	747	775	9	2	1644
2678	425	419	12	0	784

I certify that the votes recorded on this abstract correctly summarize the tally of votes cast at the election indicated.

Cheryl L. Betschart

Cheryl L. Betschart, County Clerk
Lane County, Oregon

11-21, 2012



VOTES PERCENT

VOTES PERCENT

20-195 CITY OF SPRINGFIELD

Levy for Springfield Jail Operations Police Services

Vote for 1

01 = Yes

02 = No

11,771 54.77

9,719 45.23

03 = OVER VOTES

04 = UNDER VOTES

1

1,505

	01	02	03	04
2122	1913	1398	1	277
2234	744	599	0	116
2236	1289	761	0	124
2238	77	46	0	13
2340	546	481	0	66
2342	1361	1030	0	147
2344	43	26	0	2
2456	1509	1509	0	227
2562	490	534	0	68
2564	1356	1246	0	180
2676	1609	1361	0	207
2678	834	728	0	78

I certify that the votes recorded on this abstract correctly summarize the tally of votes cast at the election indicated.

Cheryl L. Betschart

Cheryl L. Betschart, County Clerk
 Lane County, Oregon

11-21, 2012



AGENDA ITEM SUMMARY

Meeting Date: 12/3/2012
Meeting Type: Regular Meeting
Staff Contact/Dept.: Ken Vogeney/ DPW
Staff Phone No: 541-736-1026
Estimated Time: 05 Minutes
Council Goals: Maintain and Improve Infrastructure and Facilities

**SPRINGFIELD
CITY COUNCIL**

ITEM TITLE: PROPOSED AMENDMENTS TO THE CITY'S *ENGINEERING DESIGN STANDARDS AND PROCEDURES* MANUAL

ACTION REQUESTED: Conduct a public hearing and adopt/not adopt the following resolution:

A RESOLUTION ADOPTING AMENDMENTS TO THE ENGINEERING DESIGN STANDARDS AND PROCEDURES FOR DEVELOPMENT OF PUBLIC INFRASTRUCTURE WITHIN THE CITY OF SPRINGFIELD

ISSUE STATEMENT: Staff has developed several new design standards for public infrastructure to incorporate into Springfield's *Engineering Design Standards and Procedures* Manual for use with implementing the updated Glenwood Refinement Plan. In addition, staff proposes numerous other updates that address current practice and other needs.

ATTACHMENTS:

1. Resolution
2. Memorandum Concerning Sidewalk Standards

DISCUSSION/ FINANCIAL IMPACT: Updates are proposed in the following Chapters of the Manual:

- Chapter 1 – Streets and Sidewalks
- Chapter 3 – Stormwater Quality
- Chapter 4 – Stormwater Capacity
- Chapter 5 – Traffic Standards
- Chapter 6 – Landscape Vegetation
- Chapter 8 – Erosion and Sediment Control Plan Design
- Chapter 13 – City Contract Projects

Staff has prepared a summary of the proposed updates by chapter and has posted the summary and the proposed changes on the City's website at http://www.springfield-or.gov/Engineering_Design_Standards_Manual_Summary_Table.htm.

Staff presented the proposed updates to the Council during their work session on October 15, 2012. Per Council's requests at that meeting, staff added references to Chapter 6 where someone could see the various plant species in the Street Tree and Vegetation Lists. Staff also deleted proposed changes to Section 1.02.11 Sidewalks, in response to some concerns from Council. As a result, adoption of the resolution will retain the sidewalk standards from the current version of the Manual. This topic is discussed in more detail in Attachment 2.

On October 17, staff sent an email invitation to 50 members of the engineering and development community, including the members of the Joint Work Team and the Development Advisory Committee, asking for their comments on the proposed updates. In addition, links were added on other pages of the City's website to direct interested members of the public to the page with the proposed updates. To date, we have received no responses or requests to modify the proposed updates.

Staff recommends that Council conduct a public hearing and then adopt the proposed resolution.

CITY OF SPRINGFIELD, OREGON
RESOLUTION NO. _____

A RESOLUTION ADOPTING AMENDMENTS TO THE ENGINEERING DESIGN
STANDARDS AND PROCEDURES FOR DEVELOPMENT OF PUBLIC
INFRASTRUCTURE WITHIN THE CITY OF SPRINGFIELD

WHEREAS, Chapter 3, "Public Improvements," of the City of Springfield Municipal Code vests the Public Works Director of the City of Springfield with the authority to approve plans and grant permits for public works infrastructure construction within the City of Springfield; and

WHEREAS, the Common Council of the City of Springfield did, at its regular meeting on October 7, 2002, approve Resolution 02-46 thereby adopting the Engineering Design Standards and Procedures Manual as the guide for design standards and procedures for development of public infrastructure within the City of Springfield; and

WHEREAS, the Development and Public Works Director has caused certain amendments to the below listed Chapters of the Engineering Design Standards and Procedures Manual to be prepared and presented to the Common Council of the City of Springfield:

- Chapter 1 – Streets and Sidewalks
- Chapter 3 – Stormwater Quality
- Chapter 4 – Stormwater Capacity
- Chapter 5 – Traffic Standards
- Chapter 6 – Landscape Vegetation
- Chapter 8 – Erosion and Sediment Control Plan Design
- Chapter 13 – City Contract Projects; and

WHEREAS, the Development and Public Works Department has provided opportunities for review of the proposed amendments by the development and engineering community;

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Springfield as follows:

1. The proposed amendments to Engineering Design Standards and Procedures Manual developed by the City of Springfield Development and Public Works Department are hereby adopted and incorporated into the Engineering Design Standards and Procedures Manual adopted pursuant to Resolution 02-46 of the Common Council of the City of Springfield.
2. The Engineering Design Standards and Procedures Manual shall be used to guide plan development and approval and permitting of public works infrastructure and as a reference for land development requirements as referenced in the Springfield Development Code.

3. The Development and Public Works Director is authorized to interpret the provisions of the Engineering Design Standards and Procedures Manual in a manner that: gives effect to the sound, responsible and safe development of public infrastructure; provides internal consistency; and, interrelates sensibly with the requirements for land development within the City. In order to fulfill these requirements, the Development and Public Works Director is authorized to make clarifying amendments, corrections or interpretations, or update the technical appendices, provided however, such amendments, corrections, interpretations, or updates which require textual change to the Manual must be approved and ratified by the City of Springfield not later than 45 days after such textual change.
4. In the event that unique or special circumstances arise which are not addressed by the requirements of the Engineering Design Standards and Procedures Manual, the Development and Public Works Director may impose, on a case-by-case basis, requirements which address those special circumstances and which provide for sound, responsible, and safe development of public infrastructure.
5. This Engineering Design Standards and Procedures Manual adopted herein shall not affect rights and duties that matured, penalties that were incurred, and proceedings and development applications, which were begun prior to the applicable effective date, specified in Section 7.
6. The sections, subsections, paragraphs, provisions, clauses, phrases, and words of the Engineering Design Standards and Procedures Manual are severable. If a section, subsection, paragraph, provision, clause, phrase, or word of this Engineering Design Standards and Procedures Manual is declared by a court of competent jurisdiction to be unconstitutional or invalid, the judgment shall not affect the validity of the remaining portions of the Manual. Every other section, subsection, paragraph, provision, clause, phrase, or word of the Manual as approved, irrespective of the enactment or validity of the portion declared unconstitutional or invalid, is valid.
7. The provisions and requirements of the Engineering Design Standards and Procedures Manual shall become effective immediately upon adoption of this resolution and approval by the Mayor.

Adopted by the Common Council and approved by the Mayor of the City of Springfield, Oregon, this 3rd day of December, 2012. Adopted by a vote of ___ for and ___ against.

Christine Lundberg, Mayor

ATTEST:

Amy Sowa, City Recorder

REVIEWED & APPROVED
AS TO FORM
A. Sowa
DATE: 11/16/12
OFFICE OF CITY ATTORNEY

MEMORANDUM**City of Springfield**

Date: 11/16/2012
To: Gino Grimaldi
From: Ken Vogeney, City Engineer
Len Goodwin, DPW Director
Subject: Sidewalk Design Standards in the Engineering
Design Standards and Procedures Manual

On October 15, 2012, staff presented to Council at work session proposed amendments to the City's Engineering Design Standards and Procedures Manual. During the discussion of the proposed changes to require all new sidewalk construction to be setback sidewalks, Council expressed concern over how this provision would be implemented. Council suggested that the text be revised to be similar to the text for using wood poles for City street lights.

Although staff revised the text, Council remained concerned as the revisions did not give clear guidance on sidewalk design for infill, redevelopment, or unimproved streets with developed lots, and particularly regarding right-of-way width or dedication, and potential impacts on the required minimum setbacks for buildings from the right-of-way. Council requested at their regular meeting on November 5 that the sidewalk design topic be brought back to them for further discussion at work session.

There are several other activities now ongoing which may have impact on sidewalk standards. These include the Transportation System Plan update and compliance with new guidance expected from the United States Access Board concerning standards for applying the Americans with Disabilities Act in the public right-of-way, and a separate project for a comprehensive review of the City's street standards. This project is scheduled to begin after the first of the year.

Since sidewalk placement and design affects the use and configuration of the public right-of-way, addressing the Council's concerns about sidewalk design at this time may have unintended consequences in the broader context of street design standards, resulting in further revisions to these same design standards. Accordingly, staff believes that we can best address the Council's concerns as part of the comprehensive street standards review. As such, the proposed revisions to Section 1.02.11 of the Manual discussed on October 15 have been removed and the current text from the 2006 version of the Manual will be retained for now. This text can be viewed on the website at the following link:

http://www.springfield-or.gov/Engineering_Design_Standards_Manual_Summary_Table.htm and viewing the final version of Chapter 1, Streets and Sidewalks.

AGENDA ITEM SUMMARY**SPRINGFIELD
CITY COUNCIL****Meeting Date:** 12/3/2012
Meeting Type: Regular Meeting
Staff Contact/Dept.: Len Goodwin/DPW
Staff Phone No: (541)726-3685
Estimated Time: 5 minutes
Council Goals: Provide Financially Responsible and Innovative Government Services

ITEM TITLE: TIMING OF PAYMENT OF SDCS

ACTION REQUESTED: Conduct a public hearing and adopt or not adopt AN ORDINANCE REGARDING THE SPRINGFIELD MUNICIPAL CODE SECTION 3.412 AND "COLLECTION OF CHARGE" SYSTEMS DEVELOPMENT CHARGES TO TEMPORARILY DEFER CHARGE AND FEE COLLECTION AT THE REQUEST OF THE PROPERTY OWNER UNTIL TIME OF FINAL OCCUPANCY REQUEST IN ORDER TO STIMULATE AND ENCOURAGE THE DEVELOPMENT AND REDEVELOPMENT THROUGH JUNE 30, 2013, PROVIDING DEFERRAL LIMITATIONS, PROVIDING FOR THE PAYMENT OF DEFERRED FEES AND CHARGES UPON THE TRANSFER OF OWNERSHIP OF SUCH PROPERTIES, PROVIDING AN ASSESSMENT FOR A DEFERRED CHARGE OR FEE AND DECLARING AN EMERGENCY.

ISSUE STATEMENT: At a work session held on November 13, 2012, Council directed staff to prepare a modification to the Springfield Municipal Code to permit the deferral of payment of Systems Development Charges to the time of final occupancy.

ATTACHMENTS: 1.: Draft Ordinance

DISCUSSION/ FINANCIAL IMPACT: The draft ordinance would permit developers to defer the time of payment of Systems Development Charges, which are presently due at the time a building permit is issued, to the date of final occupancy. It conditions such deferral on the willingness of the applicant to grant the City a lien against the premises to secure the payment of those charges, to prevent the City from assuming unnecessary risk. It continues the current practice of requiring that for large amounts, the first \$10,000 be paid at the time of building permit issuance. The ability to defer payment is temporary and will expire on June 30, 2013. The deferral of payment should have no net impact on revenue, since the fee will ultimately be paid. It will change cash flow, and could result in reduced revenue in FY 2013 that will be recovered in FY 2014 in those cases where construction begins before June 30 but is completed later.

ORDINANCE
No. _____ (Special)

AN ORDINANCE REGARDING THE SPRINGFIELD MUNICIPAL CODE SECTION 3.412 AND "COLLECTION OF CHARGE" SYSTEMS DEVELOPMENT CHARGES TO TEMPORARILY DEFER CHARGE AND FEE COLLECTION AT THE REQUEST OF THE PROPERTY OWNER UNTIL TIME OF FINAL OCCUPANCY REQUEST IN ORDER TO STIMULATE AND ENCOURAGE THE DEVELOPMENT AND REDEVELOPMENT THROUGH JUNE 30, 2013, PROVIDING DEFERRAL LIMITATIONS, PROVIDING FOR THE PAYMENT OF DEFERRED FEES AND CHARGES UPON THE TRANSFER OF OWNERSHIP OF SUCH PROPERTIES, PROVIDING AN ASSESSMENT FOR A DEFERRED CHARGE OR FEE AND DECLARING AN EMERGENCY.

WHEREAS, the City of Springfield has authority pursuant to Section 4 of the 2001 Springfield Charter and Oregon Revised Statutes to establish fees and charges based on costs for specific services rendered; and

WHEREAS, many of these services require the payment of such fees at the time of issuance of a building permit; and

WHEREAS, in order to stimulate and encourage development and redevelopment within Springfield's planning and building jurisdiction payment to the city of certain specified fees specified in this Ordinance may be deferred until time of final occupancy request.

NOW THEREFORE, be it resolved by the Common Council of the City of Springfield as follows:

Section 1. SMC 3.412 Deferred.

a. The charge required to be paid to City pursuant to the SMC, Section 3.412 "Collection of Charge" and "Systems Development Charges" upon development or redevelopment of one or two family residences may be deferred at the request of the property owner until final building occupancy is requested.

b. The charge required to be paid to City pursuant to the SMC, Section 3.412 "Collection of Charge" and "Systems Development Charges" upon development or redevelopment of other than one or two family residences in excess of \$10,000 may be deferred at the request of the property owner until final building occupancy is requested.

Section 2. Deferral Limitations. No person or legal entity shall own or have any interest in, in whole or in part, in excess of six properties on which deferrals are pending at the same time. The decision of the Development Services Director on the applicability of this limitation shall be final.

Section 3. Payment Upon Conveyance. In the event that the real property on which the fees have been deferred pursuant to this Ordinance is sold or conveyed, the fees or charges deferred shall become immediately due and payable to the City of Springfield. Sale or conveyance includes either actually selling, conveying or assigning any or all of the property or any or all of the owner's interest in property.

Section 4. Assessments. The owner shall be required to execute a request for and a consent to assessment of the amount of the fees or charges deferred on each real property for which a deferral is requested. The request and consent shall be made on a form prepared by

the City Finance Officer who, upon receipt, shall enter the assessment in the docket of City Liens and record it in Lane County Deeds and Records. Upon the entry and recordation being made, the assessments shall constitute a lien upon the property which received the deferred charge or fee.

Section 5. Beginning/End Date. The deferral set forth herein shall be in full force and effect from the effective date of this Ordinance through June 30, 2013, and unless extended by Resolution of the Council, on July 1, 2013 shall lapse and be of no further force and effect.

Section 6. Future Amendment. Future ordinances of the Common Council may be adopted to amend, add, or delete any rate, permit, license or other fee or charge or to defer such fee or charge.

Section 7. Severability. In the event any deferral as specified in this Ordinance shall be held invalid by operation of law or any court of competent jurisdiction or the enforcement of any fee restrained by such court pending a final determination as to its validity, the remainder of the rates, permits and licenses fees and other fees and charges of the City of Springfield shall not be affected thereby and shall remain in full force and effect; and the fees or charges and assessments therefor made pursuant to this ordinance shall remain in full force and effect and owing to the City of Springfield.

Section 8. It is hereby found and determined that matters regarding the deferral of fees and charges referenced in Sections 1, 2, 3 and 4 hereinabove are necessary for the immediate economic stimulation and encouragement of single family or duplex residential housing within Springfield's planning and building jurisdiction and, therefore, an emergency exists and this Ordinance shall take effect upon adoption by the Council and approval by the Mayor.

Adopted by the City Council of the City of Springfield this ____ day of December, 2012 by a vote of ____ in favor and ____ against.

Approved by the Mayor of the City of Springfield this ____ day of December, 2012.

Christine M. Lundberg, Mayor

ATTEST:

Amy Sowa, City Recorder

N:\City\ORDINANC\Ordinance Amending Amended Master Schedule.Docx

AGENDA ITEM SUMMARY

Meeting Date: 12/3/2012
Meeting Type: Regular Meeting
Staff Contact/Dept.: Everett / Library
Staff Phone No: 541-726-3756
Estimated Time: 5 minutes
Council Goals: Mandate

**SPRINGFIELD
CITY COUNCIL**

ITEM TITLE:LIBRARY ADVISORY BOARD APPOINTMENT

ACTION REQUESTED: Appoint Gary Ross to Springfield Public Library Advisory Board for a 4 year term beginning January 1, 2013 and ending December 31, 2016

ISSUE STATEMENT: The Library Advisory Board is seeking to fill the position of departing Board member, Carol Philips. They interviewed three applicants on October 30, 2012 and voted unanimously to recommend the appointment of Gary Ross to a four year term on the board.

ATTACHMENTS: Attachment 1 – Library Board Charge
Attachment 2 – Current Library Board Profile
Attachment 3 – Candidate applications

**DISCUSSION/
FINANCIAL
IMPACT:** The Library Advisory Board voted unanimously to recommend the appointment of Gary Ross to a four year term on the board.

Gary Ross – Mr. Ross is a former teacher / librarian who oversaw library service for Springfield Public Schools and held a similar post at the Lane Education Service District prior to his retirement. He is currently the President of the Willamalane Board of Directors. He is a long-time resident of the Thurston neighborhood. If appointed his term would run from January 1, 2013 through December 31, 2016

Library Board

CHARGE

The Library Board acts in an advisory capacity for the City Manager and City Council with respect to opinions and recommendations for future Library development, expansion of Library service, and Library policy.

Source of Existence	Council/State of Oregon/Charter
Bylaws:	Yes
Code:	Springfield City Code, Chapter I, Article 9
Sunset Date:	Council/Mandatory
Membership	
Number:	7
In City:	6
Out of City:	1 – one board member may be a non-resident of the City if an owner of real property or tangible personal property subject to assessment and taxation situated within the city.
Term (2 max):	4 Years
Ward:	No
Qualifier:	Yes, 6 in City of Springfield
Appointed By:	Council application
Meeting Time	Monthly – First Tuesday – 5:30-7:00 p.m. – City Hall Meeting Room 3 (Except December).
Funding Source:	General Fund
Staff Liaison:	Rob Everett, Library Director, 726-3756
Council Liaison:	Marilee Woodrow, Ward 5

Springfield Library Board 2012

Anderson, Jody L. (Foundation liaison) ex.12/31/13
517 Granite Pl.
Springfield, OR 97477
Ph. 541-463-5697 (w)
Ph. 541-741-9708 (h)
quailqueen1954@live.com

Friend, Janice ex.12/31/15
942 McKenzie Crest Dr.
Springfield, OR 97477
541-683-7600
friendcaptioning@yahoo.com

Harley, Jocelyn ex.12/31/14
503 5th St.
Springfield, OR 97477
Ph. 541-747-3588
jocelynharley@gmail.com

Madsen, Laura M. (Chair) ex.12/31/15
88440 Periwinkle
Springfield, OR 97478
Ph. 542-744-6383 (w)
Ph. 541-747-9974 (h)
bookmadsen@gmail.com

Philips, Carol ex.12/31/12
543 W. D St.
Springfield, OR 97477
Ph. 541-741-7865
carolscasita@yahoo.com

Sattler, Robyn (Vice-Chair) ex.12/31/15
1133 Delrose Dr.
Springfield, OR 97477
Ph. 541-744-2787
scottrobys@comcast.net

Stramler, Barbara ex.12/31/15
958 McKenzie Crest Dr.
Springfield, OR 97477
541-687-5758
stramlerb@msn.com

OCT 05 2012



APPLICATION

for a
City of Springfield

Citizen Advisory Board / Commission / Committee

City Manager's Office
225 Fifth Street
Springfield, OR 97477

Please print or type:

Board / Commission / Committee applying for:

Library Advisory Board

(A separate application must be completed for each board / commission / committee)

Name: Mary L Easton
First Middle Initial Last

Home address: 560 21st Street Springfield 97477
Street City Zip

Day Phone: 541 345 7106 Evening phone: 541 852 7198

Email Address: marcylee.easton@gmail.com

Do you live within the Springfield city limits? Yes ⇨ If yes, how long? 2 yrs

No ⇨ If no, do you live inside Springfield's Urban growth boundary?

Yes No

Ward number (City residents only): 3

Are you a Springfield property owner? Yes
 No

Are you a Springfield business owner? Yes
 No

Are you a registered voter? Yes
 No

Occupation: Finance Assistant / Grants Coordinator Place of employment: NEDCO

Business address: 212 Main Street Springfield OR 97477

Education: Lane Community College - AAS Accounting

(Over, please)



Please print or type:

1. What experiences / training / qualifications do you have for this particular board / commission / committee?

I have helped develop a variety of policies and procedures for office operations. I have a background in finance that enables me to understand budgets and financial statements. I enjoy using my ability to understand different perspectives to help bring opposing sides together.

2. What specific contribution do you hope to make?

I hope to provide input that will help the Springfield library best serve the wide variety of individuals who use its services. I will listen to community members to better understand how the library can benefit the community, both short- and long-term.

3. Briefly describe your involvement in relevant community groups and activities. (Lack of previous involvement will not necessarily disqualify you from consideration.)

I have been an active member of the Springfield Bicycle & Pedestrian Advisory Committee so I understand the purpose and limitations of the committee.

4. What community topics concern you that relate to this board / commission / committee? Why do you want to become a member?

I see the positive transformation of downtown Springfield as an opportunity for the library to become a unique feature in the community and a popular destination for people of all ages and abilities. I support lifelong learning.

5. Most boards / commissions / committees meet monthly. Subcommittees may meet more frequently. Meetings Generally last one and one-half hours. It is highly recommended you attend a meeting before submitting the application. Check the times when you could attend meetings.

Early morning (6:30-8:30 am) Noontime (noon-1:30 pm) Late afternoon (4-6 pm) Evenings

6. How did you hear about the above vacancy?

Newspaper ad Newspaper article Radio/TV Mail notice Word of mouth
 Board / commission / committee member Internet

Mary E
Applicants signature

10-1-12

Date

Return this application to the City Manager's Office, 225 Fifth Street, Springfield, OR 97477
For more information please call the City Manager's Office at 541.726.3700



OCT 17 2012



APPLICATION

for a
City of Springfield

Citizen Advisory Board / Commission / Committee

City Manager's Office
225 Fifth Street
Springfield, OR 97477

Please print or type:

Board / Commission / Committee applying for:

Library Advisory Board

(A separate application must be completed for each board / commission / committee)

Name: Amanda D. Puetz
First Middle Initial Last

Home address: 1431 Mill St. Springfield 97477
Street City Zip

Day Phone: 541-726-0616 Evening phone: 541-726-0616

Email Address: puetz310@yahoo.com

Do you live within the Springfield city limits? Yes No
If yes, how long? 2 1/2 yrs.
If no, do you live inside Springfield's Urban growth boundary?
 Yes No

Ward number (City residents only): 2

Are you a Springfield property owner? Yes No

Are you a Springfield business owner? Yes No

Are you a registered voter? Yes No

Occupation: Library Assistant I Place of employment: City of Eugene

Business address: 100 West 10th Ave, Eugene, OR 97401

Education: Masters of Library Science; Bachelors of Science in Biology

(Over, please)



Please print or type:

1. What experiences / training / qualifications do you have for this particular board / commission / committee?

I have a library science degree and three years' recent experience working in a library. In addition, I am an enthusiastic Springfield Library patron.

2. What specific contribution do you hope to make?

I hope to bring my knowledge of cutting-edge library ideas to my community library.

3. Briefly describe your involvement in relevant community groups and activities. (Lack of previous involvement will not necessarily disqualify you from consideration.)

I use library services and attend library functions with my family.

4. What community topics concern you that relate to this board / commission / committee? Why do you want to become a member?

I believe it is important for libraries to play a strong role in the community, available for all citizens. I want to become a member because I want to give back to my community by supporting the library.

5. Most boards / commissions / committees meet monthly. Subcommittees may meet more frequently. Meetings Generally last one and one-half hours. It is highly recommended you attend a meeting before submitting the application. Check the times when you could attend meetings.

Early morning (6:30-8:30 am) Noontime (noon-1:30 pm) Late afternoon (4-6 pm) Evenings

6. How did you hear about the above vacancy?

Newspaper ad Newspaper article Radio/TV Mail notice Word of mouth
 Board / commission / committee member Internet

Amanda Purity

Applicants signature

10/12/2012

Date

Return this application to the City Manager's Office, 225 Fifth Street, Springfield, OR 97477
For more information please call the City Manager's Office at 541.726.3700



OCT 11 2012



APPLICATION

for a
City of Springfield

Citizen Advisory Board / Commission / Committee

City Manager's Office
225 Fifth Street
Springfield, OR 97477

Please print or type:

Board / Commission / Committee applying for:

LIBRARY Advisory Board

(A separate application must be completed for each board / commission / committee)

Name: GARY P ROSS
First Middle Initial Last

Home address: 6038 Fernhill Ln Springfield OR 97478
Street City Zip

Day Phone: 541-543-3675 Evening phone: Same

Email Address: gje5@comcast.net

Do you live within the Springfield city limits? Yes No
If yes, how long? 25 years
If no, do you live inside Springfield's Urban growth boundary?
 Yes No

Ward number (City residents only): _____

Are you a Springfield property owner? Yes No

Are you a Springfield business owner? Yes No

Are you a registered voter? Yes No

Occupation: Retired Place of employment: _____

Business address: _____

Education: B Sci, MEd, PhD - All BUT DISSERTATION



Please print or type:

1. What experiences / training / qualifications do you have for this particular board / commission / committee?

32 years of Providing Library Services to Oregon Schools, Both as an Educator + Administrator - Supervisor of Libraries, SPS for 15 years

2. What specific contribution do you hope to make?

Bring Expertise in Library operations, Automation, Technology, childrens Library Services to Board

3. Briefly describe your involvement in relevant community groups and activities. (Lack of previous involvement will not necessarily disqualify you from consideration.)

WPRD Board of Directors - current Board President.

4. What community topics concern you that relate to this board / commission / committee? Why do you want to become a member?

Library services are a critical part of the Community Services that make a community strong + contribute to towards a strong Democracy

5. Most boards / commissions / committees meet monthly. Subcommittees may meet more frequently. Meetings Generally last one and one-half hours. It is highly recommended you attend a meeting before submitting the application. Check the times when you could attend meetings.

Early morning (6:30-8:30 am) Noontime (noon-1:30 pm) Late afternoon (4-6 pm) Evenings

6. How did you hear about the above vacancy?

Newspaper ad Newspaper article Radio/TV Mail notice Word of mouth
 Board / commission / committee member Internet

Applicants signature

21 October 2012

Date

Return this application to the City Manager's Office, 225 Fifth Street, Springfield, OR 97477
For more information please call the City Manager's Office at 541.726.3700



AGENDA ITEM SUMMARY

Meeting Date: 12/3/2012
Meeting Type: Regular Meeting
Staff Contact/Dept.: Todd Miller/DPW
Staff Phone No: 541-736-7137
Estimated Time: 5 Minutes
Council Goals: Provide Financially Responsible and Innovative Government Services

**SPRINGFIELD
CITY COUNCIL**

ITEM TITLE: LONG-TERM AGREEMENT WITH THE FRESHWATER TRUST FOR MILL RACE PLANTING PROJECTS

ACTION REQUESTED: Approve or reject a motion approving a 21-year duration conservation agreement (Agreement) with The Freshwater Trust (TFT), an Oregon not-for-profit organization, to restore, maintain, and monitor riparian vegetation on the Springfield Mill Race and authorizing and directing the City Manager to execute the Agreement on behalf of the City.

ISSUE STATEMENT: At the November 5, 2012 City Council meeting, staff reviewed historical background related to this topic and requested Council's approval for City Manager authorization of a previous version of the subject Agreement. At that meeting, Council requested revisions to the Agreement to better ensure the public's long-term interests in and access to the city-owned lands subject to the Agreement. A revised Agreement (Attachment 1) is presented for Council approval.

The Agreement is necessary to (1) provide TFT access rights to the lands identified for riparian restoration to establish, maintain, and monitor plantings for 21 years, (2) ensure the restored area is protected from damages that measurably reduce the success of the restoration, and (3) safeguard the Metropolitan Wastewater Management Commission's (MWMC) regulatory benefits for sponsoring the restoration for the duration of the Agreement. Regulatory benefit requires adherence to protocols for compliance-grade water quality trading credits, as described in TFT's fact sheet (Attachment 2). The Mill Race planting site identified by staff for TFT's restoration was selected for being (1) in need of riparian restoration in fulfillment of Mill Race ecosystem restoration project objectives and (2) in a location not in conflict with any conceptual recreational uses envisioned for the site (see Attachment 3, Swanson Reach Conservation Area Overview Map).

ATTACHMENTS: Attachment 1: Conservation Agreement
Attachment 2: TFT Fact Sheet – Compliance Grade Credits
Attachment 3: Swanson Reach Conservation Area Overview Map

**DISCUSSION/
FINANCIAL
IMPACT:** In revising the Agreement clauses related to public access, staff collaborated with Councilor Pishioneri (who spoke to specific concerns at the November 5, 2012 meeting), legal counsel, and city staff responsible for ongoing Mill Race restoration and maintenance, as well as with TFT's staff and legal counsel. The revised language in Section 3.4 now states "Public access is not prohibited." The allowance for temporary protective fencing and means of mitigating damages remain in place to address any potential public use impacts on the restoration site.

The City of Springfield will benefit from the Agreement both as an MWMC partner and as custodian of the Mill Race restoration. The Development and Public Works Department's Operations Manager endorses this project as an asset to the City's maintenance obligations.



Conservation Agreement

City of Springfield, OR



TFT Contract Number: ESM-12-SP

CONSERVATION AGREEMENT

THIS CONSERVATION AGREEMENT (“Agreement”) is made and entered into this ____ day of December, 2012, between the City of Springfield, an Oregon municipal corporation (the “City”), and The Freshwater Trust, an Oregon nonprofit organization (“TFT”) (collectively, the “Parties”).

RECITALS

- A. The City owns and controls certain real property adjacent to the Springfield Mill Race (“Riparian Land”) located in the Middle Fork Willamette River watershed more particularly described in Exhibit A (“Identification of Riparian Land”).
- B. The Parties may wish to expand the Riparian Land identified in Exhibit A through later mutual agreement and amendment of the Agreement.
- C. TFT wishes to perform certain stream bank and riparian habitat restoration projects more particularly described in Exhibit B (“Riparian Restoration Activities”) on the Riparian Land to generate temperature credits. TFT has contracted to deliver the temperature credits generated within the Riparian Land to the Metropolitan Wastewater Management Commission (“MWWC”), which will use the credits to meet regulatory requirements established by the Oregon Department of Environmental Quality (“DEQ”).
- D. The City is an MWWC partner with mutual interest in cost-effective regulatory compliance for its citizens, and the City maintains project objectives in the restoration and maintenance of the Mill Race ecosystem.
- E. The City wishes to provide TFT with the exclusive right to perform the Riparian Restoration Activities, maintenance, and monitoring on the Riparian Land in exchange for the consideration contained herein.
- F. The City and TFT wish to enter into this Agreement to establish the terms and conditions of the scope of Riparian Restoration Activities on the Riparian Land.

NOW THEREFORE, in consideration of the foregoing recitals, and the consideration, obligations, covenants, and agreements set forth herein, the legal sufficiency of which the Parties hereby acknowledge, the City and TFT agree as follows:

1. TERM.

- 1.1. The term of this Agreement shall be for a period of twenty-one (21) years (the “Term”), commencing on January 1, 2013 (the “Commencement Date”) and,

unless earlier lawfully terminated, terminating on January 1, 2034 (the “Termination Date”).

1.2. Renewal Option. Provided neither party is in default under this Agreement as of the Termination Date, this Agreement may be renewed by TFT and the City for a successive term of twenty (20) years (“Renewal Term”).

1.2.1. Notice. TFT must provide the City with prior written notice of its intent to exercise the Renewal Term option a minimum of ninety (90) calendar days before the Termination Date (“Renewal Notice”). The City shall have thirty (30) calendar days from the date of the Renewal Notice to provide written notice of its acceptance of the Renewal Term.

2. CONSIDERATION.

2.1. In consideration for the City’s grant of this Agreement, TFT shall perform the stream bank restoration and mitigation projects described in Exhibit B to enhance the ecological value of the Riparian Land for the benefit of the riparian land, ecosystem health, and the public welfare of the State of Oregon.

3. USE AND ACCESS.

3.1. TFT Use. TFT shall have the exclusive right to perform, monitor, and maintain the Riparian Restoration Activities on the Riparian Land for a period of twenty (20) years (“Credit Life”). The Parties agree that TFT shall be the sole beneficiary of all environmental credits produced through Riparian Restoration Activities on the Riparian Land (“Credits”), and the MWMC as purchaser of such Credits shall be considered an intended third party beneficiary of this Agreement. TFT shall provide the City with twenty-four (24) hours prior notice by telephone or email before it or its contractors or employees access the Riparian Land. TFT shall be responsible for obtaining any required permits for the performance of the Riparian Restoration Activities.

3.2. TFT Access. TFT shall have non-exclusive access to the Riparian Land to conduct the Riparian Restoration Activities. If the Riparian Land does not have road access, the City shall provide TFT consent, in writing, of a designated non-exclusive access route across the adjacent property to enable TFT to access the Riparian Land for the duration of the Credit Life (“Access Route”). The Access Route must be not less than twelve (12) feet in width.

3.3. TFT Use Restrictions. TFT and its contractors shall not use or occupy the Riparian Land: (i) for any purpose that would violate applicable state or federal law; (ii) to construct or make structural improvements on the Riparian Land for dwelling or

occupancy purposes; or (iii) for any use other than performing, maintaining, and monitoring the Riparian Restoration Activities.

- 3.4. City Use. The City may use the Riparian Land for any purpose not in conflict with this Agreement including educational tours and/or access. Public access is not prohibited. Public use may be limited in accordance with Section 3.5.6.
- 3.5. City Use Restrictions. The City acknowledges that the value, security, and success of Riparian Restoration Activities on the Riparian Land, including, but not limited to, the production and long-term maintenance of compliance-grade water quality trading credits, are of the essence to TFT under this Agreement. The City furthermore agrees it shall not:
 - 3.5.1. Prevent, significantly hinder, delay, diminish, or damage Riparian Restoration Activities;
 - 3.5.2. Remove vegetation from the Riparian Land or otherwise take action that could reduce plant viability on the Riparian Land;
 - 3.5.3. Permit trespass by livestock or use herbicides upon the Riparian Land or adjacent City lands that would result in herbicide drift onto Riparian Land.
 - 3.5.4. Construct any buildings, roads, improved pathways, or other improvements which negatively impact the Riparian Restoration Activities as described in Exhibit B, or dispose of any trash or refuse, within the Riparian Land boundaries;
 - 3.5.5. Damage, destroy or remove any fencing, plant stakes, plant protection devices, flags, markers, irrigation components or systems, or other devices or property placed or installed by TFT, its contractors, or subcontractors on or within the Riparian Land; or
 - 3.5.6. Engage in specific activities or uses of its land adjacent to the Riparian Land that would negatively impact the Riparian Restoration Activities as described in Exhibit B. Furthermore, if required to protect the viability of the Riparian Restoration Activities, the City agrees to permit TFT to install temporary protective fencing around the Riparian Land to minimize pedestrian foot traffic and damage to plants.

4. CITY DESIGNATED REPRESENTATIVE.

- 4.1. The City has designated the Operations Manager of the Development and Public Works Department as the representative to work with TFT during the Term of this Agreement (“City Designated Representative”). The City may, at its

discretion, change the single person acting as the City Designated Representative with written notice to TFT.

5. ASSIGNMENT OR TRANSFER.

- 5.1. Assignment or Transfer by TFT. TFT may assign or transfer its interest under this Agreement, subject to consent by the City. Consent shall not be unreasonably withheld. TFT shall provide the City with prior written notice of any such assignment or transfer. In determining reasonable consent, the City may consider the performance record of any proposed assignee in similar tasks.
- 5.2. Assignment or Transfer by the City. Should the City sell, convey, assign, or transfer (collectively, “transfer”) the City’s interest in its real property and Riparian Land during the Term, the City’s obligations under this Agreement shall inure to and be binding upon all such successors in interest. The City shall provide TFT with prior written notice of any such transfer of interest to a successor in interest.

6. SUBORDINATION AND NON-DISTURBANCE IN THE EVENT OF FORECLOSURE.

- 6.1. TFT agrees that this Agreement is subject and subordinate to all existing mortgages or trust deeds, if any, of the City on the Riparian Land.
- 6.2. The City agrees to use its best efforts to deliver an agreement or letter to TFT from any existing or future mortgage or trust deed holders acknowledging TFT’s use and interest in the Riparian Land, and providing that so long as TFT is not in default of this Agreement, TFT’s interest will not be extinguished upon such holder’s foreclosure, power of sale, or deed in lieu of foreclosure (“Non-Disturbance Agreement”). Upon notice to TFT of foreclosure, power of sale, or deed in lieu of foreclosure, TFT agrees to attorn to any such purchaser, trust deed, or mortgage holder. The City shall provide written notice to TFT of any mortgage or trust deed for which it is unable to obtain a Non-Disturbance Agreement.
- 6.3. Should the City be unable to obtain a Non-Disturbance Agreement, TFT agrees that the City will not be in default under this Agreement and all obligations under this Agreement will nevertheless remain in full force and effect.

7. WARRANTIES.

- 7.1. The City hereby represents and warrants to TFT, and such warranties shall be applicable and in full force and effect throughout the Term, that:

- 7.1.1. No known actions, proceedings or investigations are pending or threatened against the City which would interfere with the City's ability to enter into this Agreement or consummate the same;
- 7.1.2. No casualty and/or condemnation with respect to the Riparian Land or any part thereof has occurred and no such known condemnation is pending or threatened;
- 7.1.3. No uncured violations of any law, ordinance, order, or regulation of any governmental authority having jurisdiction of Riparian Land exist requiring any work, repair, construction, alteration or installation on, or in connection with the Riparian Land that would impede the Riparian Restoration Activities;
- 7.1.4. The City has the authority to enter into this Agreement, and to consummate the transaction contemplated herein;
- 7.1.5. No portion of the Riparian Land is currently the subject of any other type of legal proceeding except as described in this Agreement; and
- 7.1.6. Except for the *Project Cooperation Agreement Between the Department of the Army and the City of Springfield, Oregon for the Springfield Mill Race Section 206 Ecosystem Restoration*, dated April 1, 2005, which does not require the performance of riparian restoration on the Riparian Land, The City has not entered into any real property use agreement regarding the Riparian Land other than this Agreement including, but not limited to, any federal or state Conservation Reserve Program or Conservation Reserve Enhancement Program agreement(s), and that title to the Riparian Land is free and clear of any claims or encumbrances arising by, through, or under the City.

8. HAZARDOUS MATERIALS.

- 8.1. Definition. The term "Hazardous Materials" for purposes of this Section 8 means any chemical, substance, materials, waste, or component which is now or hereafter listed, defined, or regulated as a hazardous or toxic chemical, substance, materials, waste, or component by any federal, state, or local governing or regulatory body having jurisdiction, or which would trigger any employee or community "right-to-know" requirements adopted by any such body, or for which any such body has adopted any requirements for the preparation or distribution of a materials safety data sheet.
- 8.2. Site Preparation Records. At the City's request, TFT shall provide the City with a written list identifying any Hazardous Materials then used or maintained upon the Riparian Land in connection with the Riparian Restoration Activities, and such other information as the City may reasonably require or as may be required by applicable law.
- 8.3. TFT Releases. If any Hazardous Materials are improperly released, discharged or disposed of by TFT or its employees, contractors, or agents, on or about the Riparian Land, TFT shall immediately, properly, and in compliance with applicable laws notify the City and clean up, remediate, and remove the Hazardous Materials from the Riparian Land and any other affected property at TFT's sole cost and expense. TFT shall indemnify and hold the City harmless from and against any and all claims, demands, liabilities, losses, damages, penalties and judgments directly arising out a violation of this Section by TFT, its employees, contractors or agents.
- 8.4. City Releases. The City shall not knowingly release, discharge, or dispose of any Hazardous Materials on the Riparian Land in violation of any applicable laws. If the presence of any Hazardous Materials exists in excess of the amount permitted by applicable laws, and to the extent that such presence is caused by the City or a third party (other than TFT, its employees, contractors, or agents), or is a pre-existing condition, TFT may (i) elect to immediately terminate this Agreement and recover costs, or (ii) request the City to promptly take all actions necessary, or take action necessary to cause responsible third parties, to comply with such applicable laws at the City's sole cost and expense. The US Army Corps of Engineers completed an Environmental Assessment of the Mill Race in 2003 (*Environmental Assessment, Springfield Millrace, 206 Habitat Restoration Project, Springfield, Oregon*). On the basis of that assessment and subsequent restoration activities, the City represents and warrants to TFT that, as of the Commencement Date, to the best of the City's knowledge, there are no

Hazardous Materials situated in or on the Riparian Land in violation of applicable laws.

9. DAMAGE OR DESTRUCTION OF RIPARIAN LAND.

- 9.1. Mitigation of Damages. Should either party become aware of any damage or risk of damage to the Riparian Land or Riparian Restoration Activities performed on the Riparian Land, including any release, discharge, or disposal of any Hazardous Materials, including herbicide drift, on the Riparian Land, that party agrees to immediately notify the other party within three (3) calendar days to mitigate or prevent such damage. The City agrees to take all measures reasonably necessary to promptly mitigate any risk of damage.
- 9.2. Nuisance or Trespass. In the event that the Riparian Land or Riparian Restoration Activities are subject to damages or destruction resulting from nuisance or trespass by unauthorized City personnel or City contractors, the City will immediately notify TFT and take all reasonable measures necessary to promptly mitigate damages, abate the nuisance or trespass, and prevent reoccurrence of the same.
- 9.3. City Damages. Should damage to the Riparian Land or Riparian Restoration Activities be caused by the intentional, reckless, or negligent acts or omissions of the City, its agents, or employees, the City agrees to: (i) assist TFT in mitigating damages as requested by TFT, and (ii) to compensate TFT for the reasonable cost incurred by TFT in restoring the project to pre-loss condition.
- 9.4. TFT Damages. Should damage to City-owned lands be caused by the intentional, reckless, or negligent acts or omissions of TFT, its agents, or employees in connection with the Riparian Restoration Activities, TFT agrees to: (i) assist the City in mitigating damages as requested by the City, and (ii) to compensate the City for the reasonable cost incurred by the City in restoring the damaged land to pre-loss condition.
- 9.5. Force Majeure. “Force Majeure” is an unforeseeable and unavoidable event or circumstance not within the reasonable control of TFT or the City which could not have been brought within control through commercially reasonable efforts, which causes a delay or non-performance of a duty or obligation under this Agreement. Neither party shall be liable for Riparian Land lost, damaged, or otherwise diminished by a Force Majeure event.

10. END OF TERM.

10.1. TFT shall remove all artificial, non-vegetative markers, equipment, devices, or items placed or installed on the Riparian Land by TFT, its contractors, or subcontractors on or prior to the Termination Date.

11. TERMINATION.

11.1. This Agreement may be terminated at any time prior to the Termination Date by mutual agreement of the Parties in writing.

11.2. In the event of MWMC termination of TFT's contractual thermal credit obligations, either party may terminate this Agreement upon sixty (60) days prior written notice to the other party.

12. INSURANCE.

12.1. City Insurance. The City shall insure and maintain all insurance coverage for the Riparian Land as is customarily maintained by owners of land of similar size, location, and as appropriate for public use of the property, and comprehensive general liability insurance on an occurrence basis with limits of liability in an amount not less than \$1,000,000.00 combined single limit for each occurrence and \$1,000,000.00 in the aggregate. On or before the Commencement Date, the City shall furnish to TFT certificates of insurance evidencing such insurance coverage. Renewal certificates will be furnished to TFT at least thirty (30) days prior to the expiration date of such insurance policies showing the above coverage to be in full force and effect.

12.2. TFT Insurance. TFT shall insure and maintain comprehensive general liability insurance for its Riparian Restoration Activities on the Riparian Land in an amount not less than \$2,000,000.00 combined single limit for each occurrence and \$3,000,000.00 in the aggregate. On or before the Commencement Date, TFT shall furnish to the City certificates of insurance evidencing such insurance coverage. Renewal certificates will be furnished to the City at least thirty (30) days prior to the expiration date of such insurance policies showing the above coverage to be in full force and effect.

13. INDEMNIFICATION.

13.1. Indemnification of TFT by the City. Subject to the limitations of the Oregon Governmental Tort Claims Act per Oregon Revised Statutes (ORS 30.260 *et seq.*), the City agrees to indemnify and hold harmless TFT, its directors, officers, employees, agents, successors, and assigns from and against any and all claims, demands, penalties, losses, liabilities, expenses, damages, lawsuits or actions

arising out of or in any way related to the City's breach of this Agreement, which breach shall include without limitation, any failure of the City's representations and warranties identified under Section 7 ("Warranties") herein to be true or any negligence or misconduct by the City. This clause does not constitute a waiver of the Oregon Comparative Negligence statute.

- 13.2. Indemnification of the City by TFT. TFT agrees to indemnify and hold harmless the City, and the City's agents, successors, and assigns, from and against any and all claims, demands, penalties, losses, liabilities, expenses, damages, lawsuits, or actions arising out of or resulting from the willful or negligent acts or omissions of TFT, its employees, subcontractors, or for anyone for whose acts it may be liable, for bodily injury, death, or damage to property related to TFT's Riparian Restoration Activities under this Agreement.

14. DISPUTE RESOLUTION.

- 14.1. Mediation. In the event that TFT and the City are unable to reconcile a dispute arising under this Agreement, the Parties agree to first submit the claim to mediation. The mediation process is subject to ORS 36.100 to 36.238 and will be held in Eugene, Oregon.
- 14.2. Costs. TFT and the City are responsible for their own attorney fees related to mediation, and will equally share the common costs and fees associated with the alternative dispute resolution process.
- 14.3. Venue. All disputes arising out of the Agreement not otherwise settled through mediation will be decided by the Circuit Court of Lane County, Oregon.
- 14.4. Attorneys Fees. The prevailing party in any dispute outside the alternative dispute resolution process, including any issues related to bankruptcy and the U.S. Bankruptcy Code, will be entitled to recover all attorney fees, paralegal fees, costs, disbursements and other expenses from the non-prevailing party.

15. MISCELLANEOUS.

- 15.1. Controlling Law and Operation. This Agreement shall be governed under, and construed pursuant to, the laws of the State of Oregon or, as applicable, under the laws of the United States. Each of the Parties acknowledges that they have been given the opportunity to obtain counsel, or that they have been represented by counsel of their own choice and that they have read this Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Agreement and of its legal effect.

16. SIGNATURES.

CITY OF SPRINGFIELD,
an Oregon municipal corporation

THE FRESHWATER TRUST,
an Oregon nonprofit organization

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

EXHIBIT A – IDENTIFICATION OF RIPARIAN LAND

The following Riparian Land adjacent to the Springfield Mill Race located in the Middle Fork Willamette River watershed, owned and managed by the City, and subject to the terms and conditions of this Agreement, is listed as follows:

1. Swanson Reach. Approximately 1300 feet of riparian land along the south bank of the channel located on Taxlot 1703350000307 bounded on the east by Taxlot 1803010001000 and to the south by Taxlot 1803010003900; and defined as the East Channel project area running from Station 1+00 on the west to Station 13+00 on the east on the attached East Channel Proposed Grading map; and more particularly illustrated in a project boundary map and metes and bounds survey provided by the City to be attached to this Agreement.

In the event that TFT and the City wish to perform Riparian Restoration Services on other Riparian Land during the Term of this Agreement, the Parties shall mutually agree upon other such locations in writing on an as-needed basis through signed concurrence of the City of Springfield Development and Public Works Director or equivalent acting-in-capacity City representative.

EXHIBIT B – SCOPE OF RIPARIAN RESTORATION ACTIVITIES

- 1. Introduction.** The following provides a basic outline of the actions and activities that may occur on the Riparian Land. The Riparian Restoration Activities include a broad range of stream bank restoration and mitigation actions similar to many forestry, agricultural, and landscaping practices. This Exhibit does not contain, and is not intended to be, an exclusive and exhaustive list of activities that TFT may conduct on the Riparian Land, but a general description of the outline and timeline of work that the City may expect on its Riparian Land. As the Riparian Land is unique, each TFT project will be distinctive and tailored to that site. Variations in climate, plant species and site conditions often require modified designs for each project. Accordingly, TFT reserves the right to respond to conditions on the ground with responsible and professional agricultural practices that may or may not be cited below.
- 2. Site Planning.** As project manager, TFT will develop a planting plan for the Riparian Land, vet and hire contractor(s) to perform the work of installing and maintaining the plantings, monitor and document the progress of the plantings, develop maintenance recommendations and guide the project through the credit verification and registration process. To the extent possible, TFT will engage local contractor(s) to prepare, plant and maintain the riparian restoration project, and welcomes the City’s recommendations for such contractors.
- 3. Scope of Work.** TFT or its contractor(s) may complete all or some of the following work on the Riparian Land:
 - 3.1. Site Preparation and Invasive Plant Removal:** Site preparation will include removal or control of invasive plants within the Riparian Land and preparation of the ground for planting. Such work may involve mowing, scalping, brush hogging, hand digging and herbicide treatments. Invasive plant material will be disposed of in accordance with best management practices for those species.
 - 3.2. Plant Procurement:** Indigenous-derived plant material will be secured whenever available. Local suppliers will be given preferential consideration for supply. TFT will work with contractor(s) to select appropriate species and relative numbers based on conditions observed at nearby reference sites and professional judgment.
 - 3.3. Plant Location:** Planting performed by TFT or its contractor(s) will conform with zone planting guidelines developed by TFT through its planting plan and in accordance with Willamette Partnership planting standards as follows:

Willamette Partnership Minimum Riparian Revegetation Requirements:

- All plant materials must come from locally-sourced seed within the same EPA eco-region (see Native Seed Network for availability)

<http://www.nativeseednetwork.org/index>) unless otherwise unavailable (e.g. in the Willamette sources below 1,500 feet).

- Plantings must be based on appropriate plant community determined by local reference site. Unless different at the local reference site, the site must support a minimum of 1,600 stems per acre (average) at project year 5.
- The site must have no more than ten percent (10%) invasive shrub or tree species, and no more than twenty percent (20%) invasive herbaceous species. After the site has matured to the stage when desirable canopy species reach fifty percent (50%) cover, the cover of invasive understory species may increase but may not exceed thirty percent (30%).
- The site may have no fewer than five woody species and no single species may represent more than fifty percent (50%) of the woody plants at project year 5.
- Neither trees nor shrubs shall represent less than twenty percent (20%) of the total stems per acre at project year 5.
- The stream connected to the site must have perennial flow.
- Reference sites will be identified within the 5th Field hydrologic unit of the project site using DEQ's wadable stream conditions assessment from 2007 when possible.

3.4. **Plant Protection:** To minimize plant losses due to herbivory or damage from routine maintenance tasks (e.g., mowing), tree cages or protection tubes may be utilized as needed.

3.5. **Irrigation:** Supplementary irrigation may be required for establishment of most plantings. Accordingly, TFT and its contractor(s) may install an irrigation system to meet establishment needs on the Riparian Land for the use of TFT and its contractors. If the City is providing irrigation water or a point of diversion for the irrigation system, the City's preferences regarding design and location will be taken into account in the implementation of the system. Irrigation will be provided for the purpose of plant establishment only and once plantings are established (expected within 5 years) the irrigation system will be removed by TFT or its contractor(s).

4. Project Site Maintenance. TFT and its contractor(s) will maintain plantings made during the Term of this Agreement. Maintenance may include irrigation, control of invasive plants, pruning and replacement of failed plantings. Maintenance activities are likely to occur more frequently in the first 2 to 3 years during plant establishment and less frequently in years 5 through 20.

- 4.1. Maintenance. Maintenance of the Riparian Land and associated plantings will be the sole responsibility of TFT. The City will not have any responsibility for maintenance of the plants on the Riparian Land.
 - 4.2. Maintenance Schedule and Reporting. TFT and its contractor(s) will create a maintenance schedule including written status of the performance of the Riparian Restoration Activities, to be revised annually and reviewed with the City. The maintenance schedule will define the maximum number of visits needed per week and will contain information for the City regarding types of maintenance activities to be conducted on the Riparian Land and the frequency of their occurrence. Scheduled maintenance tasks will generally occur on the timeline outlined below. Additional maintenance may take place as needed and dictated by routine monitoring reports.
 - 4.2.1. *Year 1*: New plants will be irrigated as needed.
 - 4.2.2. *Years 1 – 5*: Invasive plants will be managed by mowing the project site as required. Subsequent herbicide applications may be required.
 - 4.2.3. *Years 5 – 20*: Maintenance will be reduced after sites have achieved free-to-grow conditions. However, if a site sustains damage, corrective actions will be completed as directed by the terms of the Agreement and this Exhibit B.
 - 4.2.4. *In-fill planting*: The planting plan will be used as a guide for in-fill planting to replace failed plants, as well as an assessment on the success/failure of the on-site plants. In-fill planting will target representative stem densities of reference sites.
 - 4.2.5. Any materials used to minimize maintenance or herbivory (e.g. tree tubes or similar technology) may be removed.
 - 4.3. Additional Visits. Additional visits to Riparian Land for any other purpose beyond Riparian Restoration Activities or site verification (e.g., third party visits) will be arranged with the City in advance at the City's discretion.
- 5. Remediation.** If Riparian Land is not performing to TFT's standards at years 5, 10, 15, and 20 of the Agreement, excluding circumstances in which the loss or damage is due to a Force Majeure event, action will be taken to address causes of sub-standard performance.

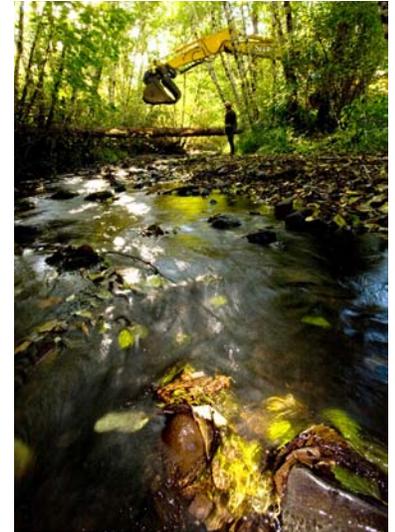


The quality, integrity, and transparency of water quality trading programs are critical. Strict standards governing the creation and use of offset credits provide the level of quality, credibility and transparency regulators need and the public expects to protect and enhance water quality in our state.

Quality Standards – Credits used to offset thermal load impacts must meet strict standards for project quality. Criteria for species diversity, planting density, non-native and invasives, seed source, and site selection are established to ensure projects used to offset thermal load maximize ecological value and minimize unintended consequences (i.e. non-native, fast growing vegetation that provides shade, but damages other habitat features).

Independent Verification – Third party verification is needed to ensure quality standards, site management, and long-term stewardship requirements are being met over time. Third party verification is an essential component of the credibility and transparency demanded by the public to confirm projects being used by regulated entities to offset impacts are real and performing as intended over time.

Credit Registration – A credit registry is an electronic database that serializes restoration projects and their associated credits to track ownership, use, and ongoing performance. A credit registry helps regulated entities and regulators ensure and report to the public that credits used to offset regulated impacts are in place, performing to standards, and are being used by only one buyer against one regulated impact at any one time.

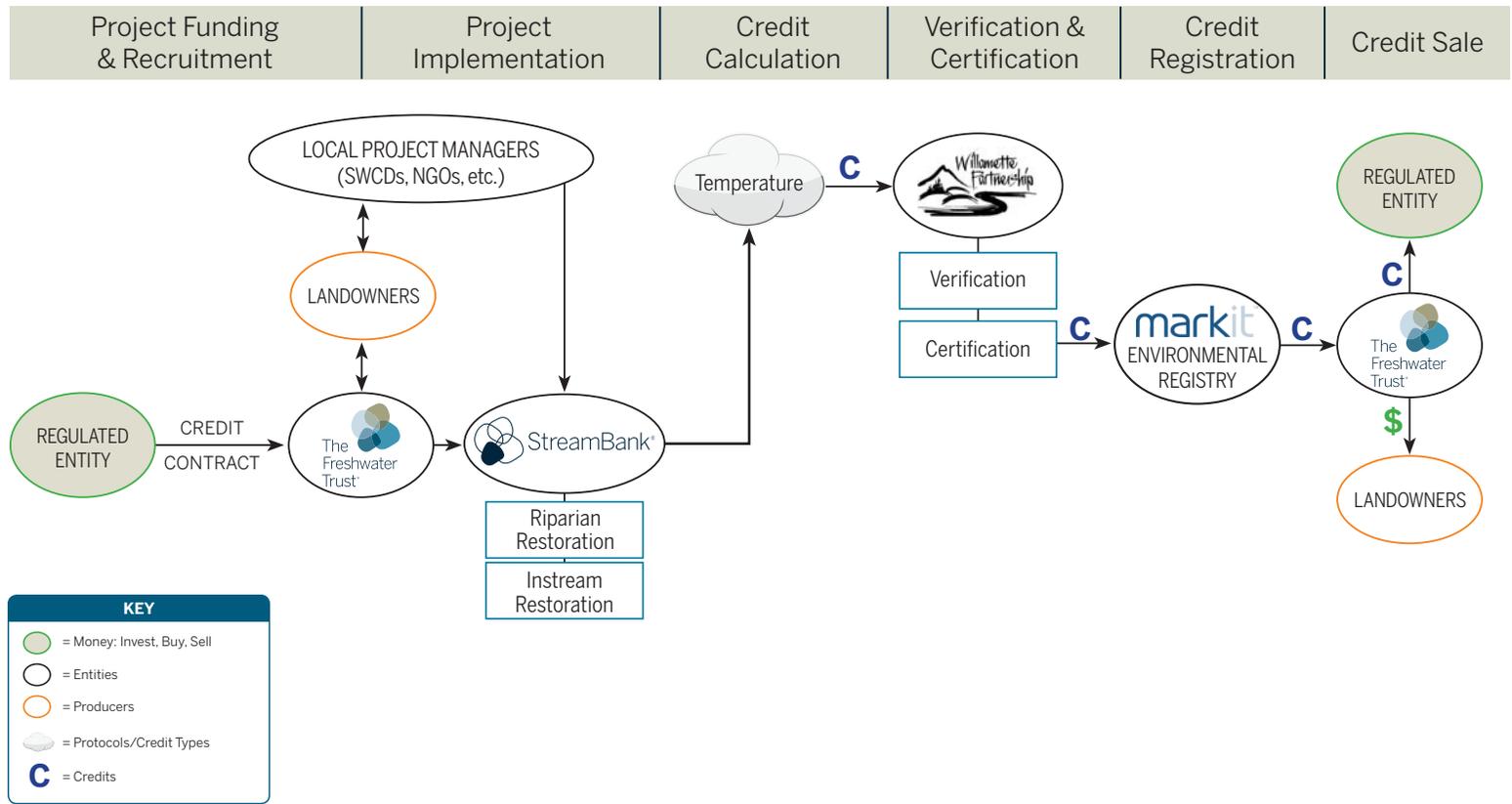


“Restoration” vs. “Credit Generation”

= Local Project Managers = The Freshwater Trust

Traditional Restoration Steps	Compliance-Grade Credit Generation Steps
Identify project site	Identify project site
Fundraising	Financing
	Negotiate 20+ year contract with landowner
	Collect baseline data
Project design	Project design
	Estimated credit values
Implement	Implement
	Verification that implementation meets standards
	Certification that credits meet accounting protocols
	Credit registration
Monitoring and maintenance (Years 1 – 3)	Monitoring and maintenance (Years 1 – 3)
	Monitoring and maintenance (Years 4 – 20)
	Annual payments to landowners (20+ years)

Credit Transaction Framework



NOTES:

1. “Regulated Entity” refers to point sources seeking compliance with total maximum daily loads (TMDLs) and other regulatory drivers. In this model, the entity contracts with The Freshwater Trust to generate offset credits. The Freshwater Trust assumes all risk for generating credits that meet regulator-approved, rigorous standards. The Freshwater Trust secures (and assumes risk for) all upfront private financing.
2. The Freshwater Trust oversees all landowner recruitment, working closely with local restoration professionals. The Freshwater Trust contracts with these local groups to manage local project implementation through The Freshwater Trust’s StreamBank platform.
3. Credit calculation is performed according to rigorous standards. The Willamette Partnership oversees the verification, certification and registration process.
4. Once registered, the regulated entity can purchase certified credits. Revenue from credit sales is used to repay financing, fund landowner payments, and pay for monitoring and maintenance over time.

Swanson Reach Conservation Area Overview Map

Future Public Access
and Interpretive Area

Future Multi-Use Path
on North Bank

Existing Bridge for Future Path
Connection to Restored
Mill Pond Area

Swanson Reach
Planting Zone



AGENDA ITEM SUMMARY

Meeting Date: 12/3/2012
Meeting Type: Regular Meeting
Staff Contact/Dept.: Kevin Ko, DPW
Staff Phone No: 541-726-2302
Estimated Time: 5 minutes
Council Goals: Encourage Economic Development and Revitalization through Community Partnerships

**SPRINGFIELD
CITY COUNCIL**

ITEM TITLE: GLENWOOD RIVER POINT PLACE UPDATE

ACTION REQUESTED: APPROVE USE OF HOME PROGRAM FUNDS AT THE NEW PROJECT LOCATION

ISSUE STATEMENT: Council awarded \$96,500 in 2012 HOME Investment Partnerships Program funds to the Glenwood River Point Place multi-family residential project proposed by the Housing and Community Services Agency of Lane County (HACSA) and Metropolitan Affordable Housing (Metro). Since the time of the award, the proposed location of the project has changed. The new location may alter the configuration of the project, but the scope, scale and purpose of the project remains essentially unchanged.

ATTACHMENTS: 1. Map of Glenwood showing the original project site and new project site.

DISCUSSION/ FINANCIAL IMPACT: On May 7, 2012 Council approved the 2012 Eugene-Springfield One Year Action Plan for CDBG and HOME assisted activities. Among the activities included in the Action Plan was the Glenwood River Point Place multi-family residential project proposed by HACSA and Metro. The proposed project will create approximately 150 affordable housing units in Glenwood and include commercial space on the ground floor. The project site as proposed is a parcel on the north side of Franklin Blvd. currently owned by Steve and Paul Roth. Council awarded the Glenwood River Point Place project \$96,500 of 2012 HOME funds to assist with the planning, design and engineering process.

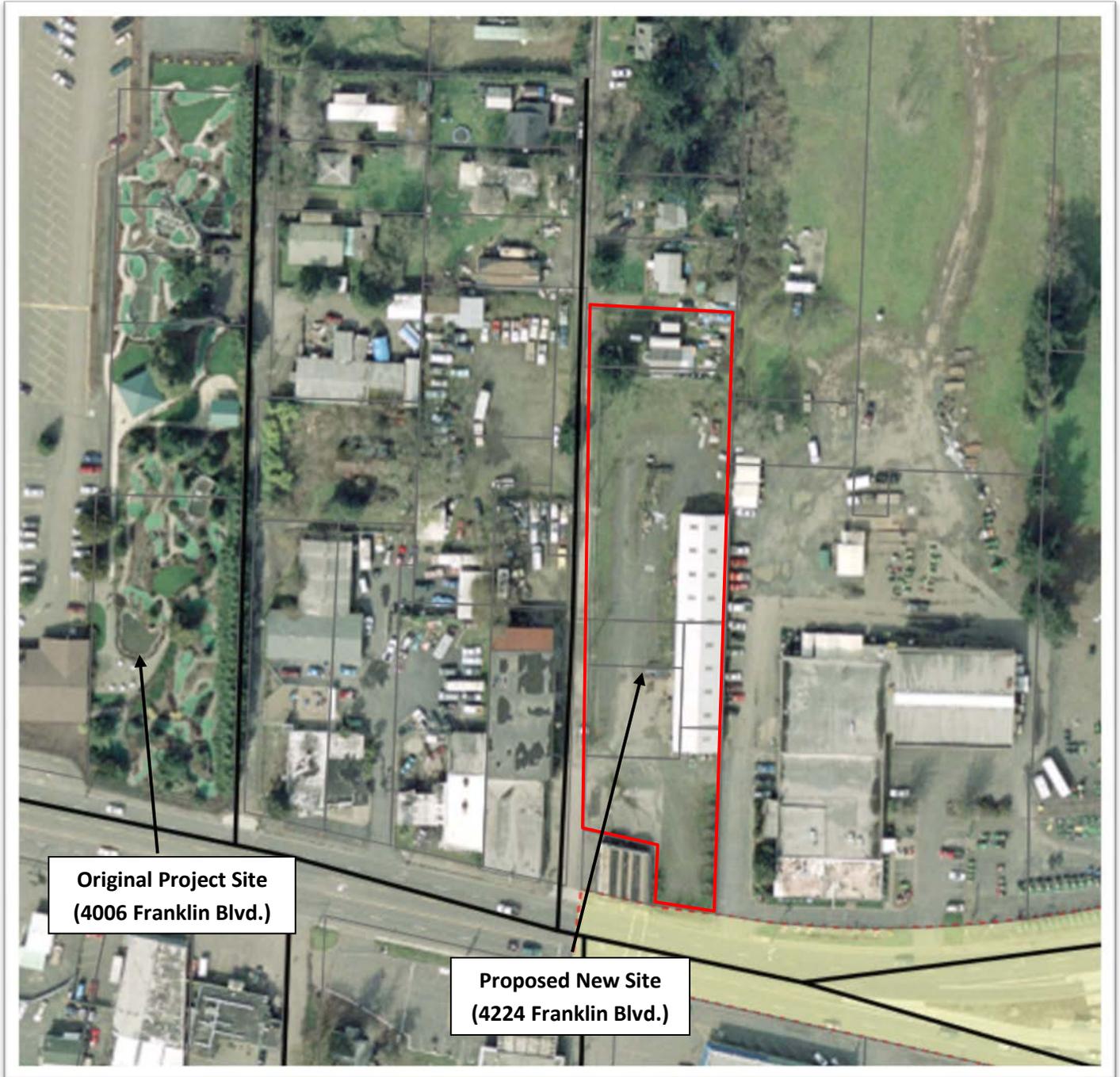
HACSA and Metro have been working with the Roths to identify a commercial tenant that would generate the necessary income to make the project financially feasible, but despite the best efforts of both parties they have been unable to attract a suitable tenant. The parties have reached a mutual decision to part ways. A new project site has been identified on the north side of Franklin Blvd. approximately 500 feet east of the Roth property. It is made up of six adjoining parcels totaling approximately 1.4 acres. A large, unoccupied warehouse building is located on the property, and a small house is located on the north end of the property. The house is occupied, and is seriously deteriorated. All of the parcels are owned by FPS Investments, LLC. HASCA and Metro have entered into a conditional agreement with FPS Investments to purchase the six parcels. A map is attached showing the original project location and the new location.

A HOME Agreement has not yet been executed, and no HOME funds have been expended on the project. Because of the close proximity of the new project site to the original site, and because the scope, scale and purpose of the project are essentially unchanged, a public process to reallocate the HOME funds is not required under HOME regulations.

RECOMMENDATION: Staff is recommending that Council approve the use of HOME funds at the new project location and allow the project to move forward as planned. Alternatively, Council may choose to seek public input regarding the change of location and direct staff to conduct a public hearing at a later date.

GLENWOOD RIVER POINT PLACE

Proximity of New Project Site to Original Site



AGENDA ITEM SUMMARY

Meeting Date: 12/3/2012
Meeting Type: Regular Meeting
Staff Contact/Dept.: Peter Fehrs
Staff Phone No: 541-726-3786
Estimated Time: 10 Minutes
Council Goals: Financially Responsible and Stable Government Services

**SPRINGFIELD
CITY COUNCIL**

ITEM TITLE: COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF), LOCAL 1395.

ACTION REQUESTED: Seek Council's ratification of a three-year IAFF Collective Bargaining Agreement which will normalize labor contracts between the City of Springfield and the City of Eugene.

ISSUE STATEMENT: The City and IAFF have come to agreement on a contract which will align with the contract between Eugene and IAFF Local 851. Over three years, our IAFF will adopt Eugene's pay scale, seniority, management rights, drug and alcohol, discipline, and grievance language. Further, we will adopt Kelly Days, new vacation scheduling, and a new vacation accrual system, all in line with Eugene. Salary increases in each of the three years are intended to keep current with Eugene and the market.

In return, we will be able to "hire" firefighters from Eugene and vice versa. As our management staff has already been integrated, an integrated operations staff represents the last hurdle for a merged department.

This contract ensures that a firefighter from either City will do the same work under the same rules for the same compensation package.

The total cost for the three years of the contract is 1,044,000. Based on comparable communities, if the City bargained with Local 1395 without the merger, we could have expected to spend \$380,000 and \$550,000 in the first year of the contract alone.

Due to the nature of binding interest arbitration under Oregon law, we feel that while our costs may be in line with what we would have spent without a merger, we are able to reap greater benefits due to the merger.

ATTACHMENTS: None

**DISCUSSION/
FINANCIAL
IMPACT:** The bargaining teams have meet in recent weeks to negotiate a labor agreement that settles IAFF's labor contract while aligning with the City of Eugene. At the last bargaining session, the two teams tentatively agreed on a three year contract.

The City's Finance department has projected costs as follows: \$21,000 in FY13, \$396,000 in FY14, and \$627,000 in FY15.

AGENDA ITEM SUMMARY

Meeting Date: 12/3/2012
Meeting Type: Regular Meeting
Staff Contact/Dept.: Randy Groves
Staff Phone No: 726- 2292
Estimated Time: 5 Minutes
Council Goals: Maintain and Improve
Infrastructure and
Facilities

**SPRINGFIELD
CITY COUNCIL**

ITEM TITLE:

INTERGOVERNMENTAL AGREEMENT FOR THE FUNCTIONAL
CONSOLIDATION OF THE FIRE DEPARTMENTS FOR SPRINGFIELD AND
EUGENE

ACTION

REQUESTED: Approval of IGA for Functional Consolidation of the Fire Departments for
Springfield and Eugene.

ISSUE

STATEMENT: The purpose of this item is to approve the IGA between Springfield and Eugene in
regard to the functional consolidation of Springfield Fire & Life Safety and Eugene
Fire & EMS Department into one fully consolidated department.

ATTACHMENTS:

Attachment 1: Amended and Restated Fire Consolidation Intergovernmental
Agreement

DISCUSSION/**FINANCIAL****IMPACT:**

The cities of Springfield and Eugene have been working together to consolidate
their fire departments and have drafted an IGA that outlines each city's
responsibilities with regard to a fully consolidated fire department.

**Amended and Restated
Fire Services Functional Consolidation
Intergovernmental Agreement**

This Amended and Restated Agreement is entered into by and between the City of Eugene, an Oregon municipal corporation, on behalf of its Fire and EMS Department, hereinafter referred to as “Eugene” and the City of Springfield, an Oregon municipal corporation, on behalf of its Department of Fire and Life Safety, hereinafter referred to as “Springfield”.

RECITALS

- A. Pursuant to ORS Chapter 190, the cities of Eugene and Springfield entered into an Intergovernmental Agreement for the functional consolidation of their respective Fire Departments on May 25, 2010. The agreement was subsequently amended on July 14, 2010 (First Amendment), September 9, 2011 (Second Amendment) and March 14, 2012 (Third Amendment). This Amended and Restated Agreement incorporates those amendments as well as making additional changes.
- B. The parties now desire to continue the process of consolidation of the two fire departments by establishing a governance model with the goal of functioning as one consolidated department.
- C. Although the goal is for the two fire departments to function as a single consolidated department, each City will retain full budget authority over its expenditures, as well as the authority with sufficient notice to re-establish its own Fire Department.
- D. It is each City's goal that the two Departments function as a single Fire and EMS Department with a single name.
- E. Employees in each Department are represented by the International Association of Firefighters; Local 851 for Eugene and Local 1395 for Springfield. In addition, each City has regular non-emergency classified personnel in either AFSCME or SEIU. Eugene and Springfield desire to implement this consolidation in collaboration with all represented employees.

AGREEMENT

In consideration of the above recitals and the benefits that each of the parties anticipates that they will receive from the functional consolidation set forth in this Agreement, Eugene and Springfield hereby agree as follows:

1. Operations – Three Battalion System

- 1.1. The Three Battalion System is intended to enable Eugene and Springfield to provide an integrated response to fire-service related emergencies regardless of the emergency's

location. The integrated response disregards the geopolitical boundaries between the two jurisdictions, employing dispatch protocols that ensure the nearest appropriate response resources are sent to the location of the emergency, regardless of whether they are Eugene units, Springfield units, or a combination.

- 1.2. In order to maintain the efficiencies of the Three Battalion System that has been in place since 2007, Eugene and Springfield shall:
 - 1.2.1. Provide mutual automatic resource move-up and backfill;
 - 1.2.2. Provide the necessary information, support and hardware to maintain integrated computer automated dispatch files that reflect the Three Battalion System; and
 - 1.2.3. Have an integrated station and unit numbering system;
 - 1.2.4. Use common terminology and a NIMS compliant Incident Command System;
 - 1.2.5. When finalized, use common METRO Standing Operating Procedures.
- 1.3. The Three Battalion System shall include Eugene's provision of six shift district (battalion) chiefs and Springfield's provision of three shift battalion chiefs.
- 1.4. Nothing in this Agreement modifies the provisions of the Fire Operations IGA between Eugene and Springfield executed on December 1, 2009. The (Fire Apparatus and Equipment) Operations IGA remains in full force and effect.
- 1.5. To further advance the integrated emergency response system instituted by the Three Battalion System, Eugene and Springfield will, when practical, jointly address their needs for specially trained teams and for special operations equipment, including but not limited to jointly training special operations team members and placing special operations equipment at the location where it is most needed.

2. Functionally Consolidated Administration - Personnel

- 2.1. The functionally consolidated administration and support system shall consist of the shared positions set forth in Exhibit A to this Agreement. Exhibit A may be amended by signature of both the Eugene City Manager and the Springfield City Manager.
- 2.2. Except to the extent that Exhibit A provides otherwise:
 - 2.2.1. Positions included on Exhibit A held by Eugene employees shall be funded at Eugene's sole cost and expense.
 - 2.2.2. Positions included on Exhibit A held by Springfield employees shall be funded at Springfield's sole cost and expense.
- 2.3. For purposes of salary and benefits and workers' compensation, even if a position is a part of the functionally consolidated administration and support system, all Springfield employees shall remain employees of Springfield and all Eugene employees shall remain employees of Eugene.
- 2.4. Vacant Positions

- 2.4.1. When one of the parties has an administrative or support fire-service position that becomes vacant, and that position is not already part of the functionally consolidated administration (Exhibit A), the Fire Chief shall determine whether the vacant position could be filled by the other party's employee holding that same (or similar) position. If the Fire Chief makes the determination that the vacant position could be so filled, the Fire Chief shall make that recommendation to the two City Managers. If the City Managers agree that the vacant position should be filled by the other party's employee holding that same (or similar) position, they shall amend Exhibit A to add that position.
 - 2.4.2. When a position is already a part of the functionally consolidated administration (Exhibit A), each party shall consult with the other prior to hiring someone to fill that vacancy.
- 2.5. Personnel discipline
- 2.5.1. Except for the Fire Chief (which is addressed in Section 2.6.2.3), disciplinary action involving any employee whose position is a part of the functionally consolidated administration, shall follow the normal chain of command for the City with whom the employee is employed. Only the Fire Chief, Deputy Chiefs and Battalion Chiefs may impose discipline on employees of either City; other shared employees may only impose discipline on employees for the City with whom the shared employee is employed. The personnel rules and policies of the City with whom the shared employee is employed will apply to all personnel matters regarding that employee. Shared employees can be consulted by either City during the disciplinary action process.
 - 2.5.2. Each party shall consult with the other prior to suspending or terminating an employee whose position is part of the functionally consolidated administration.
- 2.6. Fire Chief
- 2.6.1. The Eugene Fire Chief shall serve as the Fire Chief for both Eugene and Springfield, unless the Springfield City Manager decides to hire a Springfield Fire Chief. As the Fire Chief for Eugene and Springfield, the Fire Chief shall be under the direction and authority of both the Eugene City Manager and the Springfield City Manager. The Eugene City Manager and the Springfield City Manager will collaborate on performance evaluations for the Fire Chief.
 - 2.6.2. The Fire Chief shall be a member of both the Eugene Executive Management Team and the Springfield Executive Management Team.
 - 2.6.2.1. The Fire Chief will normally attend the Executive Management Team meetings for both parties.
 - 2.6.2.2. It is the responsibility of each City Manager to request that the Fire Chief leave an Executive Team Meeting prior to the Executive Team discussing

any matter that is potentially detrimental to the other City. The Fire Chief may leave a meeting if a conflict between the cities is to be discussed, with practicalities of attendance to be resolved by the Fire Chief and City Managers.

2.6.2.3. Should disciplinary action involving the Fire Chief become necessary, any proposed discipline shall follow the normal chain of command for the City with whom the Fire Chief is employed. However, the City that employs the Fire Chief shall coordinate with the other City with respect to discipline, performance management, termination and separation.

2.6.3. If the Fire Chief position becomes vacant the position will be filled by following a mutually agreed upon joint-City hiring process.

3. Consolidation Plans.

(a) Administrative functions. Each City Manager shall appoint one or more staff to meet with the Fire Chief to develop, when practical, plans to consolidate the administrative functions (such as information technology, purchasing and fleet) into a single unit or single process at a single location.

(b) Operations. The Fire Chief shall review and continually update a common set of Standard Operating Procedures (SOPs) for how the functionally consolidated department delivers its services.

(c) Approval and Implementation. As plans for administrative and operational consolidation are developed, the Fire Chief shall present the plans to the City Managers. Only when both City Managers agree to a consolidation plan and to the extent necessary, have completed the necessary adoption process, is the consolidation plan to be implemented.

4. Collective Bargaining. Prior to the bargaining cycle with IAFF represented employees that is to occur after FY13, the City Managers and Fire Chief shall determine whether joint bargaining is in the cities' interest, and if so, develop and implement a plan for a successful joint bargaining agreement. Springfield and Eugene agree that for subsequent labor negotiations, the bargaining teams representing management will develop common positions with regard to collective bargaining before and during the bargaining process.

5. Facilities and Equipment

5.1. All equipment and facilities presently owned or that may be purchased in the future by each party shall continue to be owned by the purchasing party.

- 5.2. Each party shall be responsible for maintenance and repair of its own facilities and equipment.
- 5.3. The parties may agree to use either party's facilities and/or equipment to further achieve functional consolidation of the parties' fire departments, including but not limited to agreements to share operations equipment and agreements to consolidate training.
- 5.4. Either Springfield or Eugene may make available to the other party for purchase goods, equipment or services which the first City previously procured. Any such purchase shall be consistent with the Oregon public contracting statutes, as well as any applicable city adopted Municipal code, purchasing guidelines contained in the Administrative Rules or Administrative Policy and Procedure Manual.

6. Liability/Indemnification

- 6.1. Each of the parties shall be responsible for the wrongful or negligent actions of its employees included in the functionally consolidated administration as their respective liability shall apply under the laws of the State of Oregon and/or Federal law and this Agreement is not intended to diminish or expand such liability, except as otherwise provided in this Agreement.
- 6.2. To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes, each party to this Agreement promises to defend, indemnify, hold harmless and release the other from any loss, claim or liability arising from or out of the negligent, tortuous action(s) or inaction(s) of its employees, officers and officials. Such liability shall be apportioned among the parties or other at fault persons or entities in accordance with the laws of the State of Oregon.
- 6.3. Each party to this Agreement is responsible for its own vehicles and equipment for auto physical damage and liability. Each party hereby releases and discharges the other from all claims, losses and liabilities arising from or caused by any hazard covered by the auto physical damage insurance or in connection with the vehicles and equipment owned by the parties that are subject to this Agreement.
- 6.4. Nothing in this Agreement shall be interpreted to:
 - 6.4.1. Limit the ability of a party to exercise any right, defense, or remedy which a party may have with respect to third parties or other employees whose action(s) or inaction gives rise to loss, claim or liability including but not limited to an assertion that the employee(s) was acting beyond the scope of his or her employment.
 - 6.4.2. Cover or require indemnification or payment of any judgment against any individuals or party for intentionally wrongful conduct outside the scope of employment of any individual or party. Payment of punitive damage awards,

finances or sanctions shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payments voluntarily. This Agreement does not require indemnification of any punitive damage awards or for any order imposing fines or sanctions.

7. Budget and Funds

- 7.1. Nothing in this Agreement requires that transfer of funds between the parties for overhead costs related to the administrative functions and management of the consolidated department. Funds may be transferred between the parties for purchasing as described in Section 5.4 of this Agreement.
- 7.2. Each party shall be responsible for adopting its own budget and providing sufficient funds in its budget to fulfill its obligations under this Agreement. Obligations under this Agreement are limited to continued funding of the party's positions listed in Exhibit A, if the position is held by that party's employee at the time the position is included on Exhibit A.

8. Level of Service. Prior to making any decision concerning a change in level of service or allocation of resources that could have an impact on fire or EMS operations in the other City, the City Managers and Fire Chief will meet to discuss the proposed change with the goal of minimizing or eliminating the impact on the other City.

9. Common Name. Eugene and Springfield shall collaborate on a name for the functionally consolidated departments. Nothing in this paragraph or elsewhere in this Agreement, however, shall be construed as created a new intergovernmental/legal entity; instead, the name is, in essence, a DBA, and all legal agreements, purchases, and other actions shall be considered to be the legal responsibility of one or both of the cities. One City may not obligate the other with respect to legal agreements, purchases, and other actions without first obtaining approval from the other City.

10. Independent Governments. The parties to this Agreement recognize and agree that the parties hereto are independent governments. Except for the specific terms herein, nothing shall be construed to limit the discretion of the governing bodies of each party.

11. Benefits. This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

12. Term. This Agreement shall be effective upon the signature of both parties and shall continue in effect for a minimum of one full fiscal year, and continue thereafter until terminated by mutual agreement or in accordance with paragraph 16 of this Agreement.

13. Review. Not less than once a year, the parties' City Managers and the Fire Chief shall meet to discuss the effectiveness of the functionally consolidated administration and to identify any necessary revisions to this Agreement.

14. Dispute Resolution. Any controversy that arises between the parties regarding the rights, duties or liabilities under this Agreement shall be settled by mutual agreement of the parties' City Managers. If the City Managers mutually agree, disputes may be settled by mediation.

15. Amendment. This Agreement may be amended by mutual agreement of the parties. All amendments shall be in writing and signed by the parties' City Managers.

16. Termination. Eugene or Springfield may terminate the Intergovernmental Agreement for any reason by giving the other party a notice of termination two full fiscal years prior to the termination date (Eugene's and Springfield's fiscal years are July 1 to June 30). Within 60 days of giving written notice of termination, Springfield and Eugene shall meet to work out the details of separating the functional consolidation. If the parties are unable to agree on those details, the parties shall engage in mediation as provided in paragraph 14.

17. Records. Each party shall maintain records as requested by law and shall provide copies of records related to this Agreement at the other party's request.

Jon R. Ruiz
Eugene City Manager

Date

Gino Grimaldi
Springfield City Manager

Date

EXHIBIT A
Fire Services Functional Consolidation
Intergovernmental Agreement

Functionally Consolidated Administration – Shared Personnel Positions

Fire Chief

Deputy Chief, Fire Marshal

Deputy Chief, Operations

Deputy Chief, Special Operations

Administrative Services Bureau Manager

All Battalion Chiefs

All District Chiefs

Assistant Fire Marshal

EMS Chief

FireMed Administrative Assistant:

Funding for the FireMed Administrative Assistant position will be shared by Eugene and Springfield.

This position is currently held by a Springfield employee, thus, Springfield will invoice Eugene on a quarterly basis for the salary and benefits of the Springfield Administrative Assistant.

For FY13, Springfield will invoice Eugene for 50% of the employee's salary, medical and dental insurance and fringe benefits. If agreed upon by both Eugene and Springfield, the FireMed Administrative Assistant may work more than 0.5FTE (1040 hrs) for Eugene, in which case Springfield will invoice Eugene at a rate of \$27.08 per hour for the period of July 1, 2012 – February 28, 2013 and \$27.77 for the period of March 1, 2013 – June 30, 2013. Both hourly rates include benefits. Total amount invoiced to Eugene for FY13 shall not exceed \$37,000.

If the FireMed Administrative Assistant position ceases to be held by a Springfield employee, whether the FireMed Administrative Assistant will continue to be a shared personnel position, and, if so, the manner in which the position will be funded by the cities, shall be decided by mutual agreement of the parties and set forth in an amendment signed by both parties' City Managers.

AGENDA ITEM SUMMARY

Meeting Date: 12/3/2012
Meeting Type: Regular Meeting
Staff Contact/Dept.: John Tamulonis/CMO
Staff Phone No: 541-726-3656
Estimated Time: 5 Minutes
Council Goals: Community and
Economic Development
and Revitalization

**SPRINGFIELD
CITY COUNCIL**

ITEM TITLE: DELEGATING AUTHORITY FOR PURCHASE AND SALE OF PROPERTY

**ACTION
REQUESTED:** Authorize the City Manager to enter into a Purchase and Sale Agreement to Carry
Out Due Diligence for City-Owned Property in Glenwood.

**ISSUE
STATEMENT:** The resolution allows both the City and prospective purchaser the opportunity over
90-days to work through necessary due diligence on a complicated site in
Glenwood. Should the result prove acceptable to both parties, the proposed
purchase would be brought back to Council for the needed Public Hearing and
possible Council action.

ATTACHMENTS: None

**DISCUSSION/
FINANCIAL
IMPACT:** None at this time.
