



## AGENDA REPORT

**Meeting Date:** November 4, 2010  
**Item Number:** F-11  
**To:** Honorable Mayor & City Council  
**From:** David Schirmer, Chief Information Officer  
**Subject:** STANDARD SOFTWARE LICENSE AND SERVICES AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND NEW WORLD SYSTEMS CORPORATION FOR THE "PUBLIC SAFETY INFORMATION SYSTEMS"; and STANDARD SOFTWARE MAINTENANCE AGREEMENT

AUTHORIZE A PURCHASE ORDER IN THE AMOUNT OF \$2,146,201 TO NEW WORLD SYSTEMS

**Attachments:** 1. Standard Software License and Services Agreement  
2. Standard Software Maintenance Agreement

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### RECOMMENDATION

Staff recommends that the City Council (i) approve the Standard Software License and Services Agreement between the City and New World Systems Corporation; (ii) approve the Standard Software Maintenance Agreement; (iii) authorize the Chief Information Officer to issue change orders (if necessary) up to an amount not to exceed \$100,000; (iv) authorize a purchase order in the amount of \$2,146,201 to New World Systems. This Agreement is for the City's Computer Aided Dispatch (CAD) system, Police Records Management (RMS), Field Reporting (AFR), Jail Management (JMS) and Mobile systems, and Fire Records Management (FRMS) and Mobile systems [collectively known as "Public Safety Information Systems". This expenditure was anticipated and is part of the Information Technology's CIP program.

### INTRODUCTION

The Public Safety Information Systems are critical information technology systems in use by the City's Police and Fire departments. Specifically, the CAD system provides 9-1-1 emergency dispatching services and the Mobile client enables the receipt and dissemination of critical emergency information from the City's 9-1-1 Dispatch Center to personnel in the field. The RMS and JMS are centralized databases for law

enforcement records and inmate booking and management activities. The AFR is the software used by BHPD personnel to write required reports in the field and initiate the case management process. Similar to the Police RMS, the FRMS is a centralized database for BHPD records. The useful lifespan of Public Safety Information Systems is 8 – 10 years. The City's current system is at year 10 and is at the end of its useful life, therefore requiring replacement.

In 2008/2009, the City identified the replacement of the Public Safety Information Systems as a critical need. Key business drivers for the replacement included:

- Outdated and underutilized technology
- Multiple standalone systems
- Information bottlenecks
- Inefficient processes in use to compensate for ineffective technology
- Redundant data entry
- Challenges in extracting information from the systems
- Substandard customer service

The City anticipates realizing the following benefits through this project:

- Cost and process efficiencies
- Improved accuracy of information
- Heightened systems integration across all systems
- Robust and easy to use analytical tools
- Simplified data collection
- Linked information

In 2009, the City hired DELTAWRX, a management consulting firm based in Woodland Hills, CA, to assist the City with this project. Project tasks included developing a business needs assessment, writing the RFP, assisting the City in the evaluation of proposals, and contract negotiations. Pending contract signing, DELTAWRX will be providing project management services to the City during system implementation.

## **DISCUSSION**

On November 12, 2009, the City released an RFP for an Integrated Public Safety System (RFP 10-17) that included the purchase of the following systems:

- Police and Fire Computer Aided Dispatch (CAD)
- Police Records Management System (RMS)
- Automated Field Reporting (AFR)
- Jail Management System (JMS)
- Mobile Computing (Mobile)
- Fire Records Management System (FRMS) [optional]

The RFP specified the City's detailed functional and technical requirements for the new Public Safety Information Systems. The vendor responses to these requirements served as the basis for vendor evaluation and the selection of the most appropriate system for the City. The City formed a Selection Team consisting of representatives from the City's Information Technology (IT), Police and Fire departments to conduct the evaluation.

Prior to releasing the RFP, the City developed a vendor list that was reviewed by all team members. Upon the release of the RFP, the City notified vendors that the RFP, including exhibits, appendices and the City's contract, was available on the City's website. Subsequent addendums were directly emailed to vendor representatives. Additionally, a notice was posted on the City's website that any vendor who did not have a copy of the RFP and/or addendums was to contact the City's RFP coordinator to receive said copies.

On December 8, 2009 the City hosted a non-mandatory pre-proposal conference to provide vendors the opportunity to clarify questions regarding the RFP. Representatives from the Selection Team, members of the City's IT, Police and Fire departments and DELTAWRX were present during this conference. Shortly following the conference, an addendum documenting answers to vendor questions received orally at the pre-proposal conference and in writing during the RFP release period was distributed via the aforementioned process. Proposals were accepted until January 21, 2010.

Sealed bids were publicly opened by the City Clerk on the proposal due date. In total, four bid proposals were received. The bid results are as follows:

<u>Bidder</u>	<u>One-Time Costs (excluding options) Bid</u>	<u>One-Time Costs (including Options)</u>	<u>Total Five-Year Cost of Ownership</u>
AT&T:	\$3,002,050	\$3,517,785	\$4,578,836
New World Systems:	\$1,430,880	\$1,623,680	\$2,214,267
SunGard:	\$1,193,434	\$1,253,434	\$2,047,154
VisionAir:	\$3,860,931	\$3,924,906	\$4,878,991

During the Proposal Evaluation phase, the Selection Team thoroughly analyzed each proposal. DELTAWRX completed comprehensive evaluation documentation and facilitated discussions with the Selection Team personnel to ensure that all relevant information and issues regarding the vendor proposals were identified. Proposals were evaluated based on a number of quantitative and qualitative criteria including, but not limited to, the following:

- Vendor Experience and Resources
- Contract Compliance
- Hardware/Software Design and System Architecture Approach
- Application Software and Integration
- System Testing and Acceptance
- Implementation and Project Management
- Training and Documentation
- Customer Support, Warranty and Maintenance
- Cost

After conducting a thorough evaluation of these four proposals, the Selection Team convened to complete a vendor evaluation worksheet that considered all of the quantitative and qualitative information gathered to date in the context of the proposal evaluation criteria. Following this scoring, the City invited the two highest ranking firms, SunGard and New World Systems, to demonstrate their solution.

Prior to the vendor demonstrations, the City sent each vendor a set of questions that were raised during the review of their respective proposals. Each vendor was required to provide a written response to each of the questions prior to the vendor demonstration. Each vendor demonstration followed an agenda developed by the City and was allotted the same amount of time for the demonstration. Additionally, prior to the demonstrations, members of the City's Selection Team also began conducting detailed reference checks for each vendor.

After the on-site vendor demonstrations, the Selection Team composed an additional list of questions that were raised during the demonstrations and requested each vendor submit responses prior to the re-scoring of proposals. Both vendors submitted responses to the follow-up questions.

After the completion of vendor demonstrations, reference checks and receipt of the responses from the second set of vendor follow-up questions, the Selection Team convened to complete a second vendor evaluation worksheet. This second evaluation worksheet considered all information learned to date in the context of the proposal evaluation criteria and was used for final scoring of proposals. The final scoring resulted in New World Systems being the highest ranked vendor. The primary reasons for New World Systems' high ranking included: experience with many current and past clients in California and Los Angeles County, strong technical architecture, overall functionality of the proposed solution, and strong references throughout the country. Based on this result, the City entered into contract negotiations with New World Systems.

SunGard was not selected based on a number of factors. SunGard had no prior client experience in Southern California, and in particular, Los Angeles County. The SunGard system was also considered to be less user-friendly and configurable as compared to the New World product. SunGard's field reporting client did not provide the ability to format text in the narrative field, which is a current source of frustration for the City as this problem also exists in the City's current field reporting application. SunGard did not assign specific individuals to the project team nor were resumes of potential team members provided (SunGard provided a description of the roles and responsibilities only). Lastly, a number of current SunGard clients expressed dissatisfaction with SunGard's customer support.

Following contract negotiations, on October 14, 2010, staff presented the project to the Technology Committee which included input from DELTAWRX.

The Committee recommended approval of the complete project.

The implementation of the new Public Safety Information Systems will result in a variety of benefits for the City, including:

- The introduction of Automatic Vehicle Location (AVL) into emergency response vehicles, which will allow the City to track the location of vehicles in real-time as well as take into account their location for dispatch in real-time
- Crime analysis software for the Police Department to aid BHPD in identifying crime trends and developing appropriate responses
- Integrated mapping within the CAD/Mobile system, increasing situational awareness
- Increased access to information through a number of direct system interfaces, including the Sheriff's Data Network (a database of both LA County and National

crime information), COPLINK (a crime information sharing database used by law enforcement agencies throughout the country), and the Fire Records Management System

- Systems integration that will allow for improved data capture, access, retrieval and analysis capabilities throughout the City

In summary, the Selection Team and leadership from the City's IT, Police and Fire departments believe that New World Systems has provided a fully-integrated solution that best meets the needs of all departments. This integrated solution will also offer increased and expanded functionality which will facilitate each department's ability to provide superior public safety services to the citizens of Beverly Hills.

The total cost for the software, hardware and installation and implementation for the Public Safety Informations System is \$1,870,201. An additional \$100,000 is requested as a contingency amount. The agreement provides authority to the Chief Information Officer to approve change orders and if necessary a modification or change to the services under the agreement, however, that authority is limited to the contract price which is \$1,870,201. If staff is required to utilize the contingency funds, staff recommends that the Chief Information Officer be authorized to execute such change orders up to \$100,000. Last, Staff is requesting that the purchase order authorization also include \$175,000 for the second year of maintenance services.

### **FISCAL IMPACT**

After approximately two months of contract negotiations with New World Systems, the City has recently come to a mutually acceptable agreement that satisfies the legal and business needs of the City. The final negotiated agreement's one-time cost is \$1,870,201. This cost has increased due to the inclusion of optional items, the request for additional implementation assistance, the increases in the number of licenses required by the City, and a more robust hardware solution. It is estimated that due to the addition of the items mentioned above, costs of other proposals would also have experienced a similar rise in cost. In addition to system software, this cost also includes server hardware (including 5 year on-site 24/7 support), peripheral system hardware (e.g., barcode kits, handheld scanners, etc.), and CAD workstations (including 4 year on-site 24/7 support).

Following one-year of support at no-cost, warranty and maintenance costs for the system breakdown as follows:

- Year 2: \$146,000 (with an additional \$30,000 option for 24/7 support of all applications outside of CAD)
- Year 3: \$201,000 (with an additional \$40,000 option for 24/7 support of all applications outside of CAD)
- Year 4: \$201,000 (with an additional \$40,000 option for 24/7 support of all applications outside of CAD)
- Year 5: \$201,000 (with an additional \$40,000 option for 24/7 support of all applications outside of CAD)

Funds for this project were accrued in the Information Technology replacement fund over the past 10 years in anticipation of this purchase. A Capital Improvement Project is in place to manage the accounting for this initiative.

Accordingly, Staff is requesting that the City Council approve a purchase order in the amount of \$2,145,201 which is made up of the following: \$1,870,201 for the software, hardware and system implementation; \$100,000 for contingency services; and \$175,000 for software maintenance services starting in the second year of the service agreement.

Funds for this project are provided as follows:

Budget Unit	Account #	Description of Fund Source/Account #	Amount
31410339	85060	Public Safety CAD/RMS System CIP Other	\$1,935,401
31410329	85050	Computer Acquisition CIP Equipment	\$210,800
Total:			\$2,146,201



Noel Marquis  
Finance Approval



David Schirmer  
Approved By

# **Attachment 1**



**STANDARD SOFTWARE LICENSE AND SERVICES AGREEMENT**

**October 20, 2010**

This *Standard Software License and Services Agreement* which includes the attached Exhibits (“this Agreement”) is between **New World Systems® Corporation** (“New World”), a Michigan Corporation and **City of Beverly Hills, California** (“Customer”). This Agreement sets forth the terms and conditions under which **New World** will furnish the Licensed Products, provide the labor, equipment, services and incidental and customary work to install, test and deliver the System as defined herein and as described in the Statement of Work and provide certain services described in the attached Exhibits to **Customer**.

The attached Exhibits include:

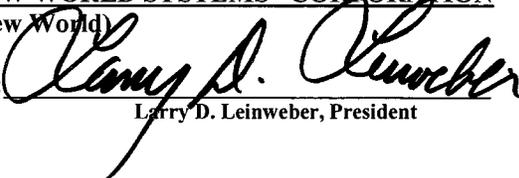
- Exhibit AA ..... TOTAL COST SUMMARY AND PAYMENT SCHEDULE**
- Exhibit A ..... LICENSED STANDARD SOFTWARE AND FEES**
- Exhibit B ..... IMPLEMENTATION AND TRAINING SUPPORT SERVICES**
- Exhibit C ..... STANDARD SOFTWARE MAINTENANCE AGREEMENT**
- Exhibit D ..... NON-DISCLOSURE AND SECURITY AGREEMENT FOR THIRD PARTIES**
- Exhibit E ..... DEMONSTRATION SITE DISCOUNT**
- Exhibit F..... DATA FILE CONVERSION ASSISTANCE**
- Exhibit G ..... CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE**
- Exhibit H..... ACCEPTANCE TESTING**
- Exhibit I ..... INCORPORATION BY REFERENCE OF NEW WORLD’S RESPONSE TO CUSTOMER’S RFP SOFTWARE SPECIFICATIONS**
- Exhibit J..... ESCROW OF SOFTWARE SOURCE CODE**
- Exhibit K..... STATEMENT OF WORK**
- Exhibit L ..... PROJECT CHANGE ORDER FORM**
- Exhibit M ..... PROPOSED SYSTEM IMPLEMENTATION**
- Appendix 1 ..... AGREEMENT AND AUTHORIZATION FOR PROCUREMENT OF THIRD PARTY PRODUCTS AND SERVICES**

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

**ACKNOWLEDGED AND AGREED TO BY:**

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

**CITY OF BEVERLY HILLS, CALIFORNIA**  
(Customer)

By:   
Larry D. Leinweber, President

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

Date: 10-26-10

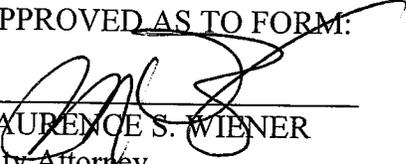
Date: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
BYRON POPE  
City Clerk

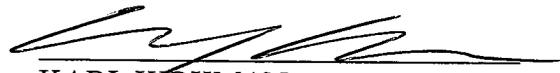
APPROVED AS TO FORM:

  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
JEFFREY KOLIN  
City Manager

  
\_\_\_\_\_  
DAVID SCHIRMER  
Chief Information Officer

  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

## **I. DEFINITIONS**

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

1. **"Authorized Copies"**:  
Except as provided in Section II, subparagraph 1.3, the only authorized copies of the Licensed Software and Licensed Documentation are the copies of each application software package defined in this Paragraph. They are:
  - (i) the single copy of the Licensed Software and the related Licensed Documentation delivered by **New World** under this **Agreement**; and
  - (ii) any additional copies made by **Customer** as authorized in Section II, subparagraph 1.2.
2. **"An Authorized User/Workstation"**:  
Subject to the number of users specified in Exhibit A, any PC workstation that is connected to access the Licensed Software resident on Computer and that may be logged on to access the programs, interfaces, data, or files created and/or maintained by the Licensed Software.
3. **"Computer"**:  
The MSP Server(s) to be located at:  
*City of Beverly Hills  
464 North Rexford Drive  
Beverly Hills, CA 90210*  
**Customer** shall identify in writing the serial number of the Computer within ten (10) days of receipt of the Computer or within ten (10) days of the Effective Date, whichever is later. If the Computer is to be relocated, **Customer** shall notify **New World** of the new location in writing prior to the relocation.
4. **"Confidential Information"**:  
Information disclosed or obtained by one party in connection with, and during the term of, this **Agreement** and designated as "Confidential" by the party claiming confidentiality at the time of disclosure. Confidential Information does not include any information which was previously known to the other party without obligation of confidence or without breach of this **Agreement**, is publicly disclosed either prior or subsequent to the other party's receipt of such information, or is rightfully received by the other party from a third party without obligation of confidence.
5. **"Customer Liaison"**:  
A **Customer** employee assigned to act as liaison between **Customer** and **New World** for the duration of this **Agreement**. Within ten (10) days of the Effective Date, **Customer** shall notify **New World** of the name of the Customer Liaison.
6. **"Delivery of Licensed Standard Software"**:  
Licensed Standard Software will be delivered in a machine readable form to **Customer** via an agreed upon network connection, or on appropriate media if requested, as soon as the software is available after the Effective Date.
7. **"Development Software"**:  
Standard application software currently under development by **New World** which, if applicable, will be completed and delivered to **Customer** as Licensed Standard Software when available.
8. **"Hardware"**:  
Hardware refers to hardware products that are obtained from hardware manufacturers by **New World** and re-sold or licensed to the **Customer** by **New World** under the terms of this **Agreement**.
9. **"Hourly Rate"**:  
As described in this **Agreement**, **New World** shall provide services to **Customer** at the rate of \$150/hour. The hourly rate is protected for twenty-four (24) months after the Effective Date, at which time the hourly rate shall be the then-current **New World** hourly rate which shall be no more than 5% greater than the prior year's hourly rate.
10. **"Installation of Licensed Standard Software"**:  
Installation of the Licensed Standard Software shall be deemed to occur, for all billings or other events described herein, upon the earlier of:
  - (a) the transfer or loading of the Licensed Standard Software onto a **Customer** server or computer, or
  - (b) ninety (90) days after delivery of the Licensed Standard Software.
11. **"Licensed Custom Software"**:  
Any software (programs or portions of programs) developed by **New World** specifically for **Customer's** own use.
12. **"Licensed Documentation"**:  
**New World** User Manuals which includes the current specifications for the Licensed Standard Software and other written instructions relating to the Licensed Software (such as Product Bulletins, installation instructions, and training materials).
13. **"Licensed Products"**:  
The Licensed Software, the related Licensed Documentation, and the Authorized Copies of the foregoing.
14. **"Licensed Software"**:  
The Licensed Standard Software, Development Software, Upgrades, and Licensed Custom Software provided under this **Agreement**.
15. **"Licensed Standard Software"**:  
The current version of **New World** standard and development application software package(s) (in machine readable code) listed in Exhibit A.
16. **"SSMA"**:  
The **New World** Standard Software Maintenance Agreement as set forth in Exhibit C.
17. **"System"**:  
System refers to the collective whole of all computer Hardware and Licensed Software installed under the terms of this **Agreement**.
18. **"Third Party Application Software or Third Party Software Applications"**:  
Refers to any software product that is purchased or licensed from any source external to **New World** (i.e. distributor, re-seller, personal computer software supplier or system software supplier) and re-sold or licensed to **Customer** by **New World** under the terms of this **Agreement**.
19. **"Travel Expenses"**:

- All actual and reasonable travel expenses incurred by **New World** for trips relating to this project, including airfare, rental car, lodging, mileage, and daily per diem expenses.
20. **"Travel Time"**:  
Actual **New World** employee travel time billed at the Hourly Rate up to, but not exceeding, four (4) hours per each trip relating to this project. **New World** has included 180 hours in Implementation Services to cover anticipated travel time.
21. **"Upgrades"**:  
Any enhanced and/or improved versions of the Licensed Standard Software provided as Licensed Standard Software under Exhibit C of this **Agreement** and released after the execution of this **Agreement**.

## **II. GENERAL TERMS AND CONDITIONS**

### **1.0 *SINGLE USE LICENSE***

- 1.1 **New World** grants **Customer** a nontransferable, nonexclusive, and non-assignable license to use the Licensed Software only on the Computer and only for its internal processing needs. **Customer** shall have the right and license to use, enhance, or modify the Licensed Software only for **Customer's** own use and only on the Computer and only on an Authorized Workstation. **New World** will deliver to **Customer** one copy of each application of the Licensed Software (in machine readable form compatible with the specified operating environment) and one copy of the related Licensed Documentation. If **Customer** fails to pay all license fees specified in Exhibit A and the applicable custom software fees, if any, **Customer** shall forfeit the right and license to use the Licensed Products and shall return them to **New World**.
- 1.2 In order to assist **Customer** in the event of an emergency, **Customer** is permitted to make up to two (2) back-up copies on magnetic media of each application of the Licensed Software and one back-up copy of the related Licensed Documentation. These Authorized Copies may be stored as defined above so long as they are kept in a location secure from unauthorized use. **Customer** or anyone obtaining access through **Customer** shall not copy, distribute, disseminate, or otherwise disclose to any third party the Licensed Products or copies thereof in whole or in part, in any form or media. This restriction on making and distributing the Licensed Products or copies of any Licensed Product, includes without limitation, copies of the following:
- (i) Program libraries, either source or object code;
  - (ii) Operating control language;
  - (iii) Test data, sample files, or file layouts;
  - (iv) Program listings; and
  - (v) Licensed Documentation.
- 1.3 Upon written request by **Customer**, and with written permission by **New World**, additional Authorized Copies may be made for **Customer's** internal use only.

### **2.0 *OWNERSHIP***

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

### **3.0 *CORRECTION AND SOFTWARE MAINTENANCE ON STANDARD SOFTWARE***

- 3.1 **New World** shall provide software correction service and maintenance for the Licensed Standard Software during the term of **Customer's** SSMA. See Exhibit C for a description of the SSMA start date and term, the services available and the applicable fees and procedures.

### **4.0 *WARRANTIES***

- 4.1 **New World** warrants, for Customer's benefit only, that the Licensed Standard Software will perform as specified in its user manuals based on the then-current release of the Licensed Standard Software.
- 4.2 **New World** warrants, for Customer's benefit only, that it possesses the necessary intellectual rights to license to **Customer** the Licensed Standard Software provided hereunder.
- 4.3 **New World** warrants all services provided under this **Agreement** shall be performed in a competent and satisfactory manner in accordance with Professional Standards prevalent in the industry.
- 4.4 **New World** warrants that the Licensed Software will provide the capabilities described in **New World's** response to the functional requirements of the RFP as well as the memos dated July 9, 2010, July 16, 2010 and September 3, 2010 incorporated herein as Exhibit I.
- 4.5 All warranties regarding third party products (hardware, software, etc.) will be passed through from **New World to Customer**.

The foregoing warranties do not apply if the Licensed Product(s) have been modified by any party other than **New World**. **New World** does not warrant that the features or functions of the Licensed Software will meet **Customer's** requirements or in any combination or use **Customer** selects, except as otherwise provided herein. EXCEPT AS SPECIFICALLY PROVIDED IN THIS PARAGRAPH 4.0, AND ITS SUBSECTIONS, **NEW WORLD** EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE LICENSED PRODUCTS, INCLUDING BUT NOT LIMITED TO, THE LICENSED PRODUCTS' CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

#### 5.0 *INSTALLATION AND TRAINING SUPPORT SERVICES*

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

#### 6.0 *CUSTOMER LIAISON AND CUSTOMER RESPONSIBILITIES*

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

- 6.1 **Customer** understands that the Licensed Software is designed to run in a specified operating environment which includes hardware, software and related equipment not provided by **New World**. **Customer** is responsible for assuring that the appropriate hardware equipment, related components and all cabling are installed timely and are suitable for the successful installation of the System as long as **New World** satisfies its obligations under Section 6.6.
- 6.2 **Customer** agrees to provide the management interface and support necessary to successfully complete the implementation of the Licensed Software. This support includes upper level management priority setting and timely involvement during and after a change in **Customer's** organization, **Customer's** operations and/or after changes in **Customer's** internal policies or procedures which directly affect the software implementation.
- 6.3 **Customer** shall assign an upper level employee to serve as the Customer Liaison for the duration of the Licensed Software implementation. If **Customer** must replace the Customer Liaison, **Customer** will assign a new Customer Liaison as soon as reasonably possible. **New World** is not responsible for any delay caused directly or indirectly by the reassignment of the Customer Liaison. In addition to other duties and responsibilities, the Customer Liaison shall:
  - (i) provide timely answers to **New World's** requests for information;
  - (ii) coordinate a mutually agreeable implementation and training schedule;
  - (iii) have authority to sign for and obligate **Customer** to any matters relating to service requests, design documents, performance test documents and/or delivery and service dates;
  - (iv) in situations where **Customer** participation is required, provide timely input for systems definition, detail design, and use of the software system in a reasonable time-frame.
- 6.4 **Customer** is responsible for creating and maintaining its master files, tables and the like which includes accurate data entry, accurate file editing and overall file control to assure successful systems performance.

- 6.5 **Customer** shall provide qualified personnel with sufficient backup to be trained to use the Licensed Software and to interpret the output. Applying the output information in **Customer's** environment is **Customer's** sole responsibility.
- 6.6 **New World** has designed the Licensed Software to run in a specified operating environment which includes hardware, software and related equipment not provided by **New World**. **New World** is responsible for ensuring that recommended specifications for the appropriate hardware equipment, related components and all cabling are provided to **Customer** in a timely manner and all such specifications are current to achieve a successful implementation of the System.
- 6.7 **New World** agrees to provide the project management interface and support necessary to successfully complete the implementation of the Licensed Software as required by this **Agreement**. This support includes upper level management priority setting and timely involvement during and after a change in **New World's** organization, **New World's** operations and/or after changes in **New World's** internal policies or procedures which directly affect the software implementation.
- 6.8 **New World** shall assign an upper level employee to serve as the **New World** Project Manager (PM) for the duration of the Licensed Software implementation as required by this **Agreement**. If **New World** must replace the **New World** PM for reasons beyond its control, **New World** will assign a new **New World** PM as soon as reasonably possible. **Customer** is not responsible for any delay caused directly or indirectly by the reassignment of the **New World** PM. In addition to other duties and responsibilities, the **New World** PM shall:
  - (i) provide timely answers to **Customer's** requests for information;
  - (ii) develop a mutually agreeable implementation and training schedule;
  - (iii) identify the appropriate person at **New World** who has authority to sign for and obligate **New World** to any matters relating to service requests, design documents, performance test documents and/or delivery and service dates;
  - (iv) in situations where **New World** participation is required, provide timely input for systems definition, detail design, and use of the software system.
- 6.9 **New World** shall provide qualified personnel with sufficient backup to provide training to use the Licensed Software and assist **Customer** in interpreting the output as required by this **Agreement**.
- 6.10 **New World** shall provide qualified personnel with sufficient backup to provide installation services for the Licensed Software as required by this **Agreement**.
- 6.11 **New World's** employees assigned to this project shall undergo appropriate background checks at **Customer's** request and expense.
- 6.12 **Customer** shall have the right to require removal of any project personnel and/or key personnel, including but not limited to the **New World** PM (as defined herein) from **New World's** Project team upon delivery of written notice thereof to **New World**. **New World** will replace such project personnel with other qualified project personnel as soon as practical.

7.0 *BILLING AND ADDITIONAL AUTHORIZED WORKSTATION CHARGES*

- 7.1 The attached Exhibits set forth the manner in which fees and payments shall be allocated and made under this **Agreement** for the equipment and services herein. If the **Customer** requires services other than those expressly provided in this **Agreement**, **New World** retains the right to make additional price adjustments and/or any other adjustments that may be necessitated. Before performing these additional services, **New World** will notify **Customer** that the services are subject to additional charge(s) and **Customer** must authorize such work in writing.
- 7.2 If **Customer** wishes to add additional authorized workstations or Licensed Standard Software, **Customer** agrees to pay the additional License fees at the then current software prices in effect. SSMA fees shall be assessed according to the additional Licensed Standard Software fees and will be billed for the term of the pre-paid maintenance period under this **Agreement**. With said payments, the license provided in Section II, Paragraph 1.0 permits **Customer's** use of the Licensed Software for the specified workstations.
- 7.3 **Customer** shall notify **New World** if additional authorized workstations need to be added to access the Licensed Software and will pay the additional authorized workstation fees promptly when invoiced. For a period of two (2) years from the Effective Date, **New World** shall provide the same discounts granted **Customer** under this **Agreement** for additional Licensed Software.
- 7.4 Any taxes or fees imposed from the course of this **Agreement** are the responsibility of the **Customer** and **Customer** agrees to remit when imposed. If an exemption is claimed by the **Customer**, an exemption certificate must be submitted to **New World**.

8.0 *NON-RECRUITMENT OF PERSONNEL*

8.1 During, and for a period of twenty-four (24) months after the expiration of, the Standard Software Maintenance Agreement and/or any renewal maintenance agreement, each party agrees not to solicit or hire current or former employees of the other without the other's prior written consent.

9.0 *CONFIDENTIAL INFORMATION / NON-DISCLOSURE AGREEMENT*

9.1 Subject to the requirements of the California Public Records Act, each party shall hold all Confidential Information in trust and confidence for the party claiming confidentiality and not use such Confidential Information absent express written consent by the party claiming confidentiality. The other party agrees not to disclose any such Confidential Information, by publication or otherwise, to any other person or organization. **Customer** agrees to timely notify **New World** of any request(s) made for disclosure of confidential information.

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

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

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

10.0 *LIMITATION OF LIABILITY AND RECOVERABLE DAMAGES*

With the exception of claims brought pursuant to Section 16, **New World's** entire liability and **Customer's** exclusive remedies are set forth below:

10.1 For any claim relating to the non-conformance or imperfection of any licensed software provided under this **Agreement**, **New World** will correct the defect so that it conforms to the warranties set forth in Section II, subparagraph 4; or if after repeated attempts to correct the non-conformity, **New World** is unable to correct the non-conformity, then **Customer** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below. For any other claim arising under or in connection with this **Agreement**, **Customer** may recover its actual damages subject to the limits set forth in subparagraph 10.2 below.

10.2 **New World's** total liability to **Customer** for all claims relating to the Licensed Products and this **Agreement**, including any action based upon contract, tort, strict liability, or other legal theory, shall be limited to **Customer's** actual damages and in no event shall **New World's** liability exceed the Exhibit A Licensed Standard Software fees paid to **New World**.

- 10.3 **New World** shall not be liable for any special, indirect, incidental, punitive, exemplary, or consequential damages, including loss of profits or costs of cover, arising from or related to a breach of this **Agreement** or any order or the operation or use of the Licensed Products including such damages, without limitation, as damages arising from loss of data or programming, loss of revenue or profits, failure to realize savings or other benefits, damage to equipment, and claims against **Customer** by any third person, even if **New World** has been advised of the possibility of such damages. **New World's** liability for any form of action shall only apply after any and all appropriate insurance coverage has been exhausted.
- 10.4 If it is determined that a limitation of liability or a remedy contained herein fails of its essential purpose, then the parties agree that the exclusion of incidental, consequential, special, indirect, punitive, and/or exemplary damages is still effective.

11.0 *INTENTIONALLY LEFT BLANK*

12.0 *INDEPENDENT CONTRACTOR*

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

13.0 *INSURANCE REQUIREMENTS*

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

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

14.0 *DISPUTE RESOLUTION PROCEDURE*

- 14.1 Any dispute or controversy arising out of or relating to this **Agreement**, or breach thereof, shall be settled by the following procedure.

Level 1: Before entering into Level 2 or Level 3 of this Dispute Resolution Procedure (DRP), **New World** and **Customer** shall enter into a series of management meetings for the purpose of resolving the dispute or controversy through normal business management practices. The series of meetings, consisting of not less than three face-to-face meetings, must be held between upper-level managers of both **Customer** and **New World**. Both parties agree to put forth their best efforts in these meetings. Said meetings shall take place at **Customer's** offices. The Level 1 period shall begin when one party gives notice to the other by certified mail that it is entering into this Level 1 procedure to resolve the dispute.

Level 2: Only after the parties have completed Level 1 of the DRP without resolving the dispute or controversy and before entering into Level 3 of the DRP, **Customer** and **New World** shall enter into a mediation process. Each party shall bear its own costs in preparing for and conducting mediation, except that the joint costs, if any, of the actual mediation proceeding shall be shared equally by the parties. The mediation process is defined as follows:

*The parties shall select a mutually agreeable mediator to aid the parties in resolving the dispute or controversy. The mediator shall not be an employee or former employee of either party. The mediation shall be held at a location chosen by Customer.*

Level 3: Only after the completion of both Levels 1 and 2 above without a satisfactory resolution of the dispute or controversy, either party may bring suit in the United States District Court for the Central District of California, so long as subject matter jurisdiction is met. In the event subject matter jurisdiction is not met, venue for any action shall be in Los Angeles County. Each party shall bear the cost of their own legal expenses if Level 3 is used, however the successful party is entitled to reasonable attorney fees.

#### 15.0 TERMINATION

15.1 **By Customer:** If **New World** fails to fulfill the terms under this **Agreement**, **Customer** may at its option terminate this **Agreement** with sixty (60) days written notice as follows:

- (i) The termination notice shall provide a detailed description (with examples) of any warranty defects claimed;
- (ii) **New World** shall have sixty (60) days from receipt of said notice to correct any warranty defects in order to satisfy the terms of this **Agreement**;
- (iii) During the sixty (60) day cure period, **Customer** shall apply sound management practices and use its best efforts to resolve any issues or obstacles – including cooperating with **New World** and reassigning personnel if necessary to improve the working relationship;
- (iv) At the end of sixty (60) days unless the termination has been revoked in writing by **Customer**, the **Agreement** terminates.

15.2 **By New World:** If **Customer** fails to make payments for undisputed amounts when invoiced pursuant to this **Agreement**, then **New World** may at its option terminate this **Agreement** with written notice as follows:

- (i) The termination notice shall define the reason for termination;
- (ii) **Customer** shall have ten (10) days from receipt of said notice to make payment in full for all outstanding undisputed invoices;
- (iii) During the applicable cure period, **New World** will use sound management practices and its best efforts to resolve any issues or obstacles – including the reassignment of personnel if necessary to improve the working relationship;
- (iv) At the end of the applicable cure period, unless the termination has been revoked in writing by **New World**, the **Agreement** terminates.

15.3 In the event of termination by either party, **New World** shall continue to provide its services, as previously scheduled, through the termination date and the **Customer** shall continue to pay all fees and charges incurred through the termination date as provided in the attached Exhibits. In no event shall compensation be greater than the total amount of compensation provided under this **Agreement**, nor shall **Customer** be required to pay for any services not yet received.

15.4 Upon termination, **Customer** shall return to **New World** all Licensed Products, including any copies provided to or created by **Customer** under this **Agreement**.

15.5 Nothing in this paragraph on termination is intended to infer that either party has or does not have a claim for damages.

15.6 The Terms and Conditions relating to ownership, warranties, non-recruitment of personnel, confidentiality and non-disclosure, limitation of liability and recoverable damages, Copyright Act, dispute resolution and the General provisions (18.0), survive termination.

#### 16.0 INDEMNIFICATION

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

16.2 **New World** agrees to provide a limited indemnification for the acts of its employees, but not indemnification for its Licensed Products, except as the Licensed Products are indemnified under the provisions of Paragraph 16.0.

**New World** assumes the liability for all losses, claims, damages (including loss of use), expense demands, claims, damages and judgments in connection with or arising out of any injury or damage to property, sustained in connection with, or to have arisen out of the performance of, **New World**, and **New World's** agents, subcontractors, servants and employees, including losses, expenses or damages sustained by the **Customer** and losses, expenses or damages to **New World** or **New World's** subcontractor's vehicles or property. **New World** hereby undertakes and agrees to indemnify, defend and hold harmless the **Customer**, individually or collectively, and the officers, agents, servants and employees of the **Customer**, from any and all such losses expenses, damages (including loss of use, judgments, demands and claims), and shall defend any suit or action brought against them, or any of them, based on any alleged injury (including death) or damage (including loss of use) and shall pay all damages, judgments, costs and expenses, including attorney's fees, in connection with said damages and claims resulting therefrom. The foregoing assumption, indemnification, hold harmless and undertaking of defense shall not apply to any loss, damage, expenses, demand, claim or cause of action arising out of, or caused by the sole negligence of the **Customer**, individually or collectively, or the officers, agents or employees of said **Customer**.

#### 17.0 NOTICES

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

City of Beverly Hills  
Attn: Chief Information Officer  
455 N. Rexford Drive  
Beverly Hills, California 90210

With a copy to:

City of Beverly Hills  
City Attorney's Office  
455 N. Rexford Drive  
Beverly Hills, California 90210

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

New World Systems Corporation  
888 West Big Beaver, Suite 600  
Troy, Michigan 48084  
Attention: President

#### 18.0 GENERAL

- 18.1 This **Agreement** is the entire agreement between the parties superseding all other communications, written or oral, between the parties relating to the subject matter of this **Agreement**. **This Agreement may be amended or modified only in writing signed by both parties.**
- 18.2 This **Agreement** is governed by the laws of the State of California and it shall be binding on the successors and assigns of the parties.
- 18.3 Failure to enforce any provision of this **Agreement** shall not be deemed a waiver of that provision or any other provision of this **Agreement**.
- 18.4 The paragraph headings which appear herein are included solely for convenience and shall not be used in the interpretation of this **Agreement**. Any provision of this **Agreement** determined to be invalid or otherwise unenforceable shall not affect the other provisions, which other provisions remain in full force and effect.
- 18.5 This **Agreement** is entered into solely for the benefit of **New World** and **Customer**. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of this **Agreement**.
- 18.6 Notwithstanding anything contained herein to the contrary, these terms and conditions may be extended to other public entities for purchase of the license and/or services described under this **Agreement**. To the extent they are required, the parties shall execute any requisite cooperative agreements authorizing such extension of terms and conditions. If this is done, **Customer** assumes no

authority, liability, or obligation on behalf of any other public entity that may use this **Agreement** for any such purchase.

- 18.7 In the event of any conflict or inconsistency among documents related to this **Agreement**, the following Order of Precedence shall be used to resolve the discrepancy, with the most recently dated document first, unless both parties mutually agree in writing to an alternative resolution. The Order of Precedence for this **Agreement** shall be as follows:
- (i) Amendments or Change Orders;
  - (ii) This **Agreement**;
  - (iii) Statement of Work;
  - (iv) Project Schedule;
  - (v) **New World's** RFP Response Document dated January 7, 2010; and
  - (vi) Request for Proposal dated November 12, 2009.
- 18.8 **New World** shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, City of Beverly Hills and all other appropriate governmental agencies, including any certifications and credentials required by **Customer**.
- 18.9 **New World** warrants that no person or selling agency has been employed or retained to solicit or secure this **Agreement** upon an agreement or understanding for a commission, brokerage, or contingent fee, excepting as bona fide employees or bona fide established commercial or selling agencies maintained by **New World** for the purpose of securing business.
- 18.10 The time period specified in this **Agreement** for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the **Customer** or **New World**, including, but not restricted to, acts of god or the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the **Customer**, if the delaying party shall within ten (10) working days of the commencement of such delay notify the other party in writing of the causes of the delay.
- 18.11 It is expressly understood that the experience, knowledge, capability and reputation of New World's principal(s) were a substantial inducement for Customer to enter into the Agreement. Therefore, New World shall not subcontract or assign this Agreement or any portion thereof without the prior written consent of the Customer, which consent shall be at the sole discretion of the Customer. Any work or services subcontracted hereunder shall be specified by written contractor and shall be subject to each provision of this Agreement.
- 18.12 Successors and Assigns. This **Agreement** shall be binding on the successors and assigns of the parties.
- 18.13 **Customer's** Chief Information Officer is authorized to request a modification or a change to the services provided hereunder including but not limited to: change in Hardware and Software, the quantity of items, implementation and support services, scheduled, delivery, etc. by submitting a Project Change Order form to **New World**. The Project Change Order form, attached as Exhibit L, will document the nature and monetary impact of the proposed change on the cost and schedule for the System. The Project Change Order form must be approved in writing by the authorized representative of **New World** and the Chief Information Officer. Only those changes set forth in the Project Change Order form and approved in writing will be scheduled for implementation and invoicing. The Chief Information Officer authority for Change Orders may not exceed the contract price under this **Agreement** and as approved by the **Customer**.

Upon receipt of **Customer's** notice to change(s), **New World** shall proceed promptly to make the change(s) in accordance with the terms of the Project Change Order. Any Project Change Order by **Customer** that does not impact the schedule or cost of the System will be considered a "no charge change" and will be accommodated expeditiously and prior to final project acceptance, unless otherwise mutually agreed upon.

- 18.14 Other integrated licensed software and services from **New World** may be purchased by **Customer** under the terms and conditions of this **Agreement**.

**EXHIBIT AA**  
**TOTAL COST SUMMARY AND PAYMENT SCHEDULE**

**I. Total Cost Summary: Licensed Standard Software, Implementation Services, And Third Party Products**

<b><u>DESCRIPTION OF COST</u></b>	<b><u>COST</u></b>
A. LICENSED STANDARD SOFTWARE as further detailed in Exhibit A	\$747,917
1. Licensed Standard Software	\$1,128,250
2. Less Demonstration Site Discount	(380,333)
B. IMPLEMENTATION SERVICES	816,350
1. PROJECT MANAGEMENT as further described in Exhibit B	\$135,000
2. INTERFACE INSTALLATION SERVICES as further described in Exhibit B	76,000
3. IMPLEMENTATION AND TRAINING SERVICES as further described in Exhibit B	243,000
4. OTHER IMPLEMENTATION SERVICES as further described in Exhibit B	38,000
5. DATA FILE CONVERSION ASSISTANCE SERVICES as further described in Exhibit F	130,000
6. CUSTOM SOFTWARE/MODIFICATION SERVICES as further described in Exhibit G	194,350
C. THIRD PARTY PRODUCTS AND SERVICES	210,800
1. THIRD PARTY PRODUCTS AND SERVICES as further described in Appendix 1	
D. OTHER COSTS	3,000
<b>ONE TIME PROJECT COST:</b>	<b><u>\$1,778,067</u></b>
<b>PLUS ESTIMATED TAXES AT 9.75%*:</b>	<b><u>19,334</u></b>
<b>ONE TIME PROJECT COST WITH TAX:</b>	<b><u>\$1,797,401</u></b>

*\*New World has included an estimated sales tax on the proposed third party software and hardware components based on a rate of 9.75%. Customer is responsible for paying actual sales, gross receipts or similar taxes imposed by their taxing authorities on the taxable items provided during the course of completing the contract.*

E. TRAVEL EXPENSES (Estimate) – billed as incurred \$72,800

F. STANDARD SOFTWARE MAINTENANCE SERVICES – the services are further detailed in Exhibit C.

**PRICING ASSUMES CONTRACT EXECUTION BY DECEMBER 17, 2010.**

**Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE**

**II. Payments for Licensed Standard Software, Implementation Services, and Third Party Products**

	<u>DESCRIPTION OF PAYMENT</u>	<u>PAYMENT</u>
A.	LICENSED STANDARD SOFTWARE as further detailed in Exhibit A	\$747,917
	1. Amount invoiced upon Effective Date (50%)	\$373,959
	2. Amount invoiced upon delivery of each Licensed Standard Software (50%)	373,958
B.	IMPLEMENTATION SERVICES	816,350
	1. Amount invoiced upon completion of Step 1 from SOW (Conduct Formal Kickoff Meeting)	163,270
	2. Amount invoiced upon completion of Step 4 from SOW (Review and Approve Project Plan)	163,270
	3. Amount invoiced upon completion of Step 6 from SOW (Conduct Master File Workshops)	163,270
	4. Amount invoiced upon completion Step 12 from SOW (Conduct Go-Live) so long as Customer does not materially delay Go-Live. Should Customer materially delay Go-live, this payment shall be invoiced 365 days after Effective Date.	163,270
	5. Amount invoiced upon completion of Final System Acceptance as described in Exhibit H, so long as Customer does not materially delay Final System Acceptance. Should Customer materially delay Final System Acceptance, this payment shall be invoiced 540 days after Effective Date.	163,270
C.	THIRD PARTY PRODUCTS AND SERVICES	210,800
	1. Amount invoiced upon the Effective Date (50%)	\$105,400
	2. Amount invoiced upon Delivery of Third Party Products and Services (50%)	105,400
D.	OTHER COSTS	3,000
	1. Escrow One-time set-up fee – invoiced upon Effective Date	3,000
	<b>ONE TIME PAYMENTS:</b>	<b><u>\$1,778,067</u></b>

**Exhibit AA / COST SUMMARY AND PAYMENT SCHEDULE**

E. TRAVEL EXPENSES (Estimate) \$72,800\*  
(These expenses are billed as incurred)

1. 52 trips are anticipated.
2. Travel Time for the estimated 52 trips is included in this estimate and will be billed as incurred.
3. Travel costs not to exceed \$72,800 without **Customer's** prior written approval.

\*Estimate

F. STANDARD SOFTWARE MAINTENANCE SERVICES – as further detailed in Exhibit C

G. SOURCE CODE ESCROW FEES

1. Annual Administrative Fee – first year invoiced upon Effective Date \$1,000  
Subsequent year's Annual Administrative Fees will not increase more than 5% over the previous year's Fee.

***Billings are applied ratably to each deliverable included under the total one-time cost. If any deliverable is subject to sales tax, the tax will be calculated and added as applicable to each billing.***

**ALL PAYMENTS ARE DUE WITHIN FORTY-FIVE (45) DAYS FROM RECEIPT OF INVOICE.**

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

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

<u>Application Package</u> <sup>1,2,3,4</sup>	<u>Cost</u>
 <b><u>CAD</u></b>	
<b>1. Aegis/MSP Combined LE/Fire/EMS CAD</b> <ul style="list-style-type: none"> <li>- Call Entry</li> <li>- Call Control Panel</li> <li>- Unit Recommendations</li> <li>- Unit Status and Control Panel</li> <li>- Call Stacking</li> <li>- CAD Messaging</li> <li>- Call Scheduling</li> <li>- Dispatch Questionnaire</li> <li>- GIS/Geo-File Verification</li> <li>- Hazard and Location Alerts</li> <li>- Hydrant Inventory</li> <li>- Access to Aegis/MSP LE Records</li> <li>- Access to Aegis/MSP Fire Records</li> <li>- Note Pads</li> <li>- Rip-N-Run Remote Printing</li> <li>- Run Cards</li> <li>- Tone Alerts</li> </ul>	 \$70,000
<b>2. Additional Aegis/MSP Software for Computer Aided Dispatch<sup>5</sup></b> <ul style="list-style-type: none"> <li>- CAD Mapping</li> <li>- CAD Auto Routing</li> <li>- CAD AVL</li> <li>- Service Vehicle Rotation (Wrecker, Ambulance)</li> </ul>	 8,000 8,000 8,000 8,000
<b>3. Aegis/MSP Third Party CAD Interface Software<sup>5</sup></b> <ul style="list-style-type: none"> <li>- CAD Pager Interface</li> <li>- E-911 Interface<sup>6</sup></li> <li>- Pictometry Interface</li> <li>- TDD Interface</li> <li>- Web EOC</li> </ul>	 8,000 8,000 8,000 8,000 8,000

<b>SUB-TOTAL CAD MODULES</b>	<b>142,000</b>
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**Exhibit A / LICENSED STANDARD SOFTWARE AND FEES**

**LAW ENFORCEMENT RECORDS**

<b>4. Aegis/MSP Single Jurisdiction Base Law Enforcement Records</b>	42,000
- Accidents	
- Arrest	
- Business Registry	
- Case Processing	
- Computer Aided Investigations	
- Federal Reports (UCR/IBR)	
- GIS/Geo-File Verification	
- Impounded Vehicles	
- Incident Tracking	
- Jacket Processing	
- Personnel/Education	
- Property	
- Traffic Tickets and Citations	
- Wants and Warrants	
<b>5. Aegis/MSP Federal and State Compliance Reporting for LE Records</b>	12,000
- Federal UCR/IBR	
<b>6. Additional Aegis/MSP Software for Law Enforcement Records</b>	
- Activity Reporting and Scheduling	6,000
- Career Criminal Registry (parolee, sex offender)	6,000
- Case Management	6,000
- Field Investigations	6,000
- Narcotics Management	10,000
- Orders of Protection	10,000
- Pawn Shops	6,000
- Property Room Bar Coding <sup>5</sup>	6,000
<b>7. Aegis/MSP Third Party LE Records Interface Software<sup>5</sup></b>	
- Ticket Writer Interface	20,000

<b>SUB-TOTAL RECORDS MODULES</b>	<b>130,000</b>
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**Exhibit A / LICENSED STANDARD SOFTWARE AND FEES**

**FIRE RECORDS**

- |   |                 |
|---|-----------------|
| <b>8. Aegis/MSP Fire Records Software Base Package</b>  | <b>\$46,000</b> |
| <ul style="list-style-type: none"><li>- Activity Reporting and Scheduling</li><li>- Investigations</li><li>- Business Registry</li><li>- Hazardous Materials</li><li>- GIS/Geo-File Verification</li><li>- Hydrant Inventory and Inspections</li><li>- Incident Tracking</li><li>- Inspection Tracking</li><li>- Personnel/Education</li><li>- Pre-plans</li><li>- Station Activity Log</li><li>- BLS/ALS</li></ul> |                 |
| <br>  |                 |
| <b>9. Federal and State Compliance Reporting for Fire Records</b>   | <b>14,000</b>   |
| <ul style="list-style-type: none"><li>- NFIRS 5.0 Electronic Reporting</li></ul>  |                 |

<b>SUB-TOTAL FIRE RECORDS MODULES</b>	<b>60,000</b>
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**CORRECTIONS**

- |  |               |
|--|---------------|
| <b>10. Aegis/MSP Corrections Management Software Base Package</b>  | <b>42,000</b> |
| <ul style="list-style-type: none"><li>- Aegis/MSP LE Records Interface</li><li>- Bookings</li><li>- Incident Tracking</li><li>- Inmate Property Tracking</li><li>- Inmate Classification</li><li>- Inmate Housing</li><li>- Mass Move</li><li>- Inmate Scheduling and Tracking</li><li>- Inmate Contacts (visitor, mail, phone, emergency)</li><li>- Inmate Programs (courses)</li><li>- Inmate Activity Log</li><li>- Trustee</li><li>- Case Management</li><li>- Corrections Officer Log</li><li>- Finance Management (inmate, facility)</li><li>- Jacket Processing</li><li>- Business Registry</li><li>- Personnel/Education</li><li>- GIS/Geo-File Verification</li></ul> |               |

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

- |   |        |
|---|--------|
| <b>11. Aegis/MSP Federal &amp; State Compliance Reporting for Corrections</b> | 14,000 |
| Includes up to 4 reports  |        |
| - Federal and State Corrections Reporting                                     |        |
| <b>12. Additional Aegis/MSP Software for Corrections Management</b>           |        |
| - Commissary Accounting   | 7,000  |
| <b>13. Aegis/MSP Third Party Corrections Interface Software <sup>5</sup></b>  |        |
| - Livescan Interface  | 8,000  |

<b>SUB-TOTAL CORRECTIONS MODULES</b>	<b>71,000</b>
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**ADDITIONAL PUBLIC SAFETY SOFTWARE**

- |   |        |
|---|--------|
| <b>14. Aegis/MSP Public Safety State/NCIC Interface Software <sup>7</sup></b> | 11,000 |
| - Aegis/MSP State/NCIC Interface  |        |
| <i>Includes 12 - 15 screens</i>   |        |
| On-Line Modules - Includes 4 state inquiry screens                            |        |
| - On-Line CAD Interface to State/NCIC   | 7,000  |
| - On-Line Global Subjects Interface to State/NCIC                             | 7,000  |
| - On-Line Pawn Shop Check Interface to State/NCIC                             | 7,000  |
| - On-Line Property Checks Interface to State/NCIC                             | 7,000  |
| <b>15. Aegis/MSP Data Analysis/Crime Mapping/Management Reporting</b>         |        |
| - Base with Three Applications  | 30,000 |
| <b>16. Aegis/MSP Imaging Software</b>   |        |
| - Public Safety Lineups/Mug Shots <sup>8</sup>                                | 18,000 |
| - Digital Imaging/Electronic Signature Capture <sup>9</sup>                   |        |
| <b>17. Aegis Link Software</b>  |        |
| <b>Web Applications</b>   |        |
| - Web CAD Monitor   | 10,000 |
| - Web Briefing Notes (includes BOLOs)   | 7,000  |

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

**Data Exchange**

- LERMS Query Services (Supports Case, Incident, Person, Vehicle, Gun, Property)<sup>10</sup> 10,000

**18. DECISION SUPPORT SOFTWARE<sup>11,12</sup>**

**Law Enforcement Management Data Mart**

- Includes 2 Users 2,000

<b>SUB-TOTAL ADDITIONAL PUBLIC SAFETY SOFTWARE MODULES</b>	<b>116,000</b>
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**MOBILE SOFTWARE**

**MOBILE SOFTWARE ON THE RS/6000<sup>13</sup>**

**19. Base Message Switch to State/NCIC (101-150 units)** 70,000  
 - Base Message Switch for MDT/MCT  
 - State/NCIC Interface

**20. Additional Aegis® Software for RS/6000 Message Switch**  
 - New World CAD Interface for Aegis MSP (51-100 units) 13,000  
 - Mobile Upload Software (101-150 units)<sup>14</sup> 45,000  
 - AVL Interface (51-100 units)<sup>15</sup> 13,000

**MOBILE SOFTWARE ON THE MSP Server**

**21. Aegis® Mobile Integration Software**  
 - MDT/MCT Base CAD/RMS Interface (51-100 units) 11,000  
 - AVL CAD Interface (51-100 units)<sup>15</sup> 13,000

**MOBILE MANAGEMENT SERVER**

**22. Aegis/MSP Mobile Management Server Software (101-150 units)**  
 - Base CAD/NCIC/Messaging N/C  
 - Field Reporting 16,000  
 - Field Reporting Data Merge 4,500

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

**CLIENT SOFTWARE**

**23. Aegis® Law Enforcement Mobile Unit Software**

**Mobile Messaging (44 Units)**

LE State/NCIC via Switch <sup>7</sup>	\$500	ea.	22,000
LE CAD via Switch	\$750	ea.	33,000
Drivers License Mag Strip Reader/Barcode Reader Interface <sup>16</sup>	\$200	ea.	8,800
Mugshot Image Download	\$200	ea.	8,800
In-Car Mapping	\$400	ea.	17,600
In-Car Routing	\$300	ea.	13,200
New World AVL	\$300	ea.	13,200

**Field-Based Reporting (44 Units)**

LE Field Reporting (Federal Standards)	\$1,000	ea.	44,000
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The following **4 New World** Reports are included:

- Incident (1 form)
- Case (1 form)
- Arrest (1 form)
- Supplement (1 form)

LE Field Reporting Compliance	\$200	ea.	8,800
LE Accident Field Reporting	\$1,000	ea.	44,000

The following **New World** Report is included:

- Accident (1 form)

LE Accident Field Reporting Compliance	\$300	ea.	13,200
Mobile Upload of Field Reports	\$600	ea.	26,400
Field Investigation Field Reporting (1 Form)	\$300	ea.	13,200
MCT Ticket Writer Interface	\$150	ea.	6,600

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

**24. In-Station Reporting (79 Units)**

LE Field Reporting (Federal Standards)	\$1,000	ea.	79,000
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The following **4 New World** Reports are included:

- Incident (1 form)
- Case (1 form)
- Arrest (1 form)
- Supplement (1 form)

LE Field Reporting Compliance	\$200	ea.	15,800
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LE Accident Field Reporting	\$1,000	ea.	79,000
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The following **New World** Report is included:

- Accident (1 form)

LE Accident Field Reporting Compliance	\$300	ea.	23,700
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Mobile Upload of Field Reports	\$600	ea.	47,400
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Field Investigation Field Reporting (1 Form)	\$300	ea.	23,700
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MCT Ticket Writer Interface	\$150	ea.	11,850
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**25. *Aegis*<sup>®</sup> Fire Mobile Unit Software (16 Units)**

Fire CAD via Switch	\$750	ea.	12,000
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In-Car Mapping	\$400	ea.	6,400
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In-Car Routing	\$300	ea.	4,800
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New World AVL	\$300	ea.	4,800
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<b>Subtotal</b>	<b>\$11,500</b>	<b>ea.</b>	<b>581,250</b>
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<b>Less Laptop Software Volume Discount of 40%</b>			<b><u>-232,500</u></b>
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**TOTAL LAPTOP SOFTWARE**

348,750

<b>SUB-TOTAL MOBILE MODULES</b>	<b>534,250</b>
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**Exhibit A / LICENSED STANDARD SOFTWARE AND FEES**

<b>26. Additional Workstation License*</b>	<b>75,000</b>
<b>NEW WORLD STANDARD SOFTWARE LICENSE FEE</b>	<b>\$1,128,250</b>
<b>LESS DEMONSTRATION SITE DISCOUNT</b>	<b>(380,333)</b>
<b>TOTAL SOFTWARE LICENSE FEE<sup>17,18</sup></b>	<b><u>\$747,917</u></b>

Note: Other than for Mobile Software, an Additional Workstation License of up 300 users is included for the Exhibit A Licensed Standard Software. The Workstation License includes the following agencies as authorized users:

- City of Beverly Hills
- Beverly Hills Police Department
- Beverly Hills Fire Department

## Exhibit A / LICENSED STANDARD SOFTWARE AND FEES

### ENDNOTES

- <sup>1</sup> *Personal Computers must meet the minimum hardware requirements for New World Systems' MSP product. Microsoft Windows 2000 or XP is the required operating system for all client machines. Windows 2003/2008 Server and SQL Server 2005/2008 are required for the Application and Database Server(s).*
- <sup>2</sup> *New World Systems' MSP product requires Microsoft Windows 2003 Server and SQL Server 2003/2008 including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by New World Systems.*
- <sup>3</sup> *New World Systems' MSP product requires Microsoft Word and Excel.*
- <sup>4</sup> *Suggested minimum: 100MB Ethernet Network. 10MB CAT5 Ethernet Network may have less than adequate response time. Further consultation would be required to assess your network.*
- <sup>5</sup> *Does not include any required 3rd party hardware or software unless specified in Appendix 1 of this Agreement. Customer is responsible for any 3rd party support.*
- <sup>6</sup> *May require a "Serial-to-Ethernet" converter for multiple PSAPs (not included in this proposal).*
- <sup>7</sup> *Customer is responsible for obtaining the necessary State approval and any non-New World hardware and software.*
- <sup>8</sup> *Camera must meet product specifications and be procured through New World.*
- <sup>9</sup> *Requires Pentium PC, Twain 32 Compliant flatbed scanner supplied by Customer.*
- <sup>10</sup> *Customer must use Query Services and build their own User Interface; if New World assistance is required to build User Interface, additional custom hours are required.*
- <sup>11</sup> *Application may require a separate Server.*
- <sup>12</sup> *Configuration and end user training to occur after Customer has been live for 3 months or longer on an application.*
- <sup>13</sup> *Currently supporting Motorola, Data Radio (DMP & IP), CDPD, EDACS, CDMA, GPRS, 802.11 and Electrocom Mobile Communication solutions only.*
- <sup>14</sup> *The Mobile Upload software provides for the automated upload of New World's Law Enforcement Field Reporting data over Customer's mobile data network. Customer is responsible for obtaining from their mobile vendor, the written definition and documentation of the optimal (mobile message) record size to upload laptop data over the mobile network to be used. This definition must be received within thirty (30) days of this Agreement being executed.*
- <sup>15</sup> *Requires 3rd party GPS hardware.*
- <sup>16</sup> *Customer must provide magnetic stripe encoding format. Also, pricing does not include required 3rd party equipment or hardware.*
- <sup>17</sup> *Prices assume that all software is licensed.*
- <sup>18</sup> *Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.*

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

**3. Optional Licensed Standard Software Pricing**

**Customer** may license the following software modules at the indicated current list prices for up to one (1) year from the date of execution of this **Agreement**.

OPTIONAL SOFTWARE MODULES

**1. Additional Aegis/MSP Software for Fire Records**

- Equipment Tracking and Maintenance	10,000
- Fire Permits	10,000
- Inventory	10,000
- Vehicle Tracking and Maintenance	10,000

**TOTAL SOFTWARE LICENSE FEE** **\$40,000**

Note: Training and Support Services cost as well as Maintenance (SSMA) costs for these optional modules are not included.

**EXHIBIT B**  
**PROJECT MANAGEMENT, IMPLEMENTATION AND**  
**TRAINING SUPPORT SERVICES**

**1. Project Management Services**

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

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

The implementation services fees described in Exhibit AA include Project Management fees for a period up to twenty-four (24) months after the Effective Date.

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

It is recommended that appropriate support hours are allocated for all Licensed Standard Software listed in Exhibit A to insure successful implementation of and training on each application package. Based on the Licensed Standard Software listed on Exhibit A, up to **1,620** hours of **New World** implementation and training support services have been allocated for this project. Excess hours requested shall be billed at the Hourly Rate. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. The recommended implementation and training support services include:

- a) implementation of each package of Licensed Standard Software;
- b) **Customer** training and/or assistance in testing for each package of Licensed Standard Software; and
- c) tailoring of Licensed Standard Software by **New World** technical staff and/or consultation with **New World** technical staff.

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

**3. Interface Installation Service**

**New World** shall provide interface installation services as described in this paragraph below. These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be done remotely, resulting in savings in Travel Expenses and Time. If on-site installation and training is required, **Customer** will be responsible for the actual Travel Expenses and Time. The services include the following interfaces.

## Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES

- a) Web CAD Monitor
- b) Web Briefing Notes (includes BOLOs)
- c) LERMS Query Services
- d) CAD Pager Interface
- e) 911 Interface
- f) Pictometry Interface
- g) TDD Interface
- h) Web EOC
- i) Livescan Interface
- j) State/NCIC
- k) On-Line CAD Interface to State/NCIC
- l) On-Line Global Subjects Interface to State/NCIC
- m) On-Line Pawn Shop Check Interface to State/NCIC
- n) On-Line Property Checks Interface to State/NCIC
- o) New World Mug Shots/Imaging
- p) Ticket Writer Interface
- q) Geo-File Implementation Services
- r) Operating System Assurance (High Availability)
- s) Software System Testing

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

### 4. Hardware Quality Assurance Service

**New World** shall provide Hardware Systems Assurance of **Customer's** Aegis/MSP server(s). These services do not include hardware and/or third party product costs which shall be **Customer's** responsibility, if required. Whenever possible, these services will be provided remotely, resulting in savings in travel expenses and time. If on-site installation is required, **Customer** will be responsible for the actual travel expenses and time.

- a) Hardware Quality Assurance Services (High Availability) Environment:  
Hardware Systems Assurance and Software Installation::
  - Assist with High Level System Design/Layout
  - Validate Hardware Configuration and System Specifications
  - Validate Network Requirements, including Windows Domain
  - Physical Installation of **New World** Application Servers
  - Install Operating System and Apply Updates
  - Install SQL Server and Apply Updates
  - Install New World Applications Software and Apply Updates
  - Establish Base SQL Database Structure
  - Install Anti-Virus Software and Configure Exclusions
  - Install Automated Backup Software and Configure Backup Routines
  - Configure System for Electronic Customer Support (i.e. NetMeeting)
  - Tune System Performance Including Operating System and SQL Resources
  - Test High Availability/Disaster Recovery Scenarios (if applicable)
  - Provide Basic System Administrator Training and Knowledge Transfer
  - Document Installation Process and System Configuration

**Exhibit B / PROJECT MANAGEMENT, IMPLEMENTATION AND TRAINING SUPPORT SERVICES**

**5. Additional Services Available**

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

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

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

**EXHIBIT C**  
**STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA)**

This Standard Software Maintenance Agreement (SSMA) between **New World** and **Customer**, entered into on the Effective Date as that term is defined in the Standard Software License and Services Agreement dated October 20, 2010 (“**Agreement**”), sets forth the standard software maintenance support services provided by **New World**.

**1. SSMA Period**

This SSMA shall remain in effect for a term of five (5) years (the SSMA term) beginning on the delivery of Licensed Standard Software (“**Start Date**”) and ending on the same calendar date at the conclusion of the SSMA term. **New World** shall provide **Customer** no-charge SSMA for a period of 365 days from the Start Date. This SSMA may be renewed by the parties for additional one year terms upon issuance of a purchase order by the **Customer**.

**2. Services Included**

**New World** shall provide the following services during the SSMA term.

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

Items a, b, and c above will be distributed to **Customer** by electronic means.

Additional support services are available as requested by **Customer** at the Hourly Rate.

## Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

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

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

### 4. Billing

Maintenance costs will be billed annually.

### 5. Additions of Software to Maintenance Agreement

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

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

At any time during the warranty period or during the SSMA period, if Customer believes that the Licensed Standard Software does not conform to the current specifications set forth in this Agreement and the then-current New World user manuals, Customer shall notify New World in writing, email, or through the New World support website, that there is a claimed defect and specify what it believes to be defective. New World shall only accept notices of defect and requests for software correction from the Customer Liaison, unless the Customer Liaison is not available or the defect or software correction is believed by Customer to be so critical that immediate notification to New World is required. Documented examples of the claimed defect must accompany each notice. New World shall review the documented notice and when system operation, a feature or report, or any other feature or function of the Licensed Standard Software does not conform to the published specifications, New World shall provide software correction service at no charge. (See Section 4.0 ("Warranties and Representations") of the Agreement for the New World warranties provided). A custom request for change to Licensed Standard Software to include functionality which is not part of the software design, is handled as a billable Request For Service (RFS) (see Exhibit B – Project Management, Installation and Training Support Services and Fees, paragraph 5 of the Agreement). Customer may submit software enhancement suggestions for New World to consider. If New World, at its discretion, decides to add a software feature as a result of Customer's software enhancement suggestion, the feature will be added as Licensed Standard Software and there will be no additional charge.

During the term of this SSMA, New World shall furnish error, defect, fault, performance degradation, operation or malfunction correction in accordance with the Priority Categories below, based on Customer's determination of the severity of the error defect, fault, performance, operation or malfunction and New World's reasonable analysis of the priority of the Error, defect, fault, performance degradation, operation or malfunction.

- (a) **Priority 1:** *An Error, defect, fault, performance degradation, operation or malfunction which renders the Licensed Standard Software inoperative; or causes the Licensed Standard Software to fail catastrophically.*

## Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

After initial assessment of the Priority 1 Error, defect, fault, performance degradation, operation or malfunction by a **New World** Call Center analyst, if required, **New World** shall assign a qualified product technical specialist(s) within one (1) hour, to diagnose and correct the Error, defect, fault, performance degradation, operation or malfunction. **New World** shall work continuously to make the correction, and shall provide ongoing communication to **Customer** concerning the status of the correction until the Licensed Standard Software is restored to operational status and confirmed as such by **Customer**. Immediately after notification of the Priority 1 event by **Customer**, **New World** shall offer to **Customer** workaround solutions, including patches, configuration changes, and operational adjustments and reverting to prior version of **New World**'s software.

The goal for correcting a Priority 1 event is 24 hours or less.

- (b) **Priority 2:** *An Error, defect, fault, performance degradation, operation or malfunction which substantially degrades the performance of the Software, but does not prohibit Customer's use of the Licensed Standard Software.*

**New World** shall assign a qualified product technical specialist(s) within four (4) hours, to diagnose and correct the Error, defect, fault, performance degradation, operation or malfunction. **New World** shall work diligently to make the correction, and shall provide ongoing communication to **Customer** concerning the status of the correction until the Licensed Standard Software is restored to operational status and confirmed as such by **Customer**. Immediately after notification of the Priority 2 event by **Customer**, **New World** shall offer to **Customer** workaround solutions, including patches, configuration changes, and operational adjustments and reverting to prior version of **New World**'s software.

The goal for correcting a Priority 2 event is five (5) Business Days, or less.

- (c) **Priority 3:** *An Error, defect, fault, performance degradation, operation or malfunction which causes only a minor impact on the use of the Licensed Standard Software.*

**New World** may include a correction in subsequent Licensed Standard Software releases.

### **AEGIS**

**Customer** may contact the following **New World** resources for management level issue resolution escalation:

Aegis Product Manager, currently Tom Wydra  
Vice President of Aegis Solution Consulting, currently Sandro Viselli  
Vice President of Aegis Professional Services, currently Nino DiCosmo

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

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

**Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT**

**7. Maintenance Costs for Licensed Standard Software Packages Covered for MSP Servers**

New World agrees to provide software maintenance at the costs listed below for the New World Licensed Standard Software packages described in Exhibit A of the Agreement.

<u>Annual Maintenance Cost</u>	<u>Annual SSMA</u>	<u>Additional 24/7 Support</u>	<u>Combined</u>
Year 1	No charge	No charge	No charge
Year 2	\$145,000	\$30,000	\$175,000
Year 3	200,000	40,000	240,000
Year 4	200,000	40,000	240,000
Year 5	200,000	40,000	240,000
		<b>TOTAL</b>	<b>\$895,000</b>
5-year Pre-pay amount w/discount			<b><u>\$716,000</u></b>

The annual maintenance cost for Year 6 and beyond shall be negotiated by the parties at least 120 days before the termination of SSMA for Year 5.

**8. Non-Funding Provision**

Assuming all Exhibit A and B products and services have been paid for, as set forth in the Agreement, and after year one of the SSMA has been paid for and completed, in the event Customer does not appropriate funds to complete payments due under this SSMA, the amount due for the fiscal year not appropriated shall be terminated; provided, however, the Customer shall have given New World ninety (90) days written notice prior to the anniversary date that they are exercising the non-funding provision, and further provided that any other payments due to New World are fully paid, and further provided that New World's obligations and services under this SSMA shall also be terminated. Without Customer's fulfillment of the above provisions, Customer's obligation to pay New World the annual SSMA payments remains in effect through the expiration date of this SSMA Agreement.

**ACKNOWLEDGED AND AGREED TO BY:**

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

**CITY OF BEVERLY HILLS, CALIFORNIA**  
(Customer)

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

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

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

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

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

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

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

Installed At: City of Beverly Hills  
*Customer Name*

Located At: **464 North Rexford Drive**  
**Beverly Hills, CA 90210**

Authorized Signature of Customer:

Name (Please Print or Type)	Title	Signature

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

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

Agreed and Accepted by Third Party (Organization)

Agreed and Accepted by Third Party (Individual)

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

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

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

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

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

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

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

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

Accepted and Approved by New World Systems Corp.

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

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

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

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

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

Demonstrations will be coordinated with the appropriate **Customer** personnel and will be scheduled to minimize the interruption to **Customer's** operations and demonstrations shall not be scheduled without **Customer's** prior consent. **New World** will not access **Customer's** system remotely without prior consent.

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

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

**General**

1. A data conversion analysis and assessment to verify the scope of effort for the project will be conducted. A revised cost estimate for the data conversion may be provided at the conclusion of the assessment. Customer may elect to cancel or proceed with the conversion effort based on the revised estimate.
2. This conversion effort includes data coming from one unique database or source, not multiple sources.
3. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Any data cleansing, removal of duplicate records, or editing must take place by **Customer** prior to providing the data to **New World**.
4. When merging the Master Name files, the merge will be based on certain criteria (e.g. DOB, name, CDL, SSN) provided by the **Customer** and merges will be done on a mutually agreeable formula basis per the **Customer's** instructions.

**New World Responsibilities**

1. **New World** will create and provide **Customer** with a conversion design document for signoff prior to beginning development work on the data conversion. No conversion programming by **New World** will commence until **Customer** approves this document.
2. **New World** will provide the data conversion programs to convert **Customer's** data from a single data source to the **New World Licensed Standard Software** for the specified files that contain 500 or more records.
3. As provided in the approved project plan for conversions, **New World** will schedule a conversion analysis trip and a separate data conversion testing trip to **Customer's** location. The conversion testing trip will be part of delivering the conversion programs to **Customer**.
4. **New World** will provide **Customer** up to 2 test sets of the converted data. Additional test sets requested may/will require additional conversion costs.
5. **New World** will provide warranty coverage for any conversion-related issue reported by **Customer** to **New World** within 30 days after the conversion is run in the live database.

**Customer Responsibilities**

1. Up to **21** discrete data file/modules from **Customer's** current database are included in this conversion. **Customer** will provide a list of discrete data files with descriptions of fields or data elements in each file.
2. Data will be submitted to **New World** in one or more of the following formats: AS/400 files, Microsoft SQL Server database, Microsoft Access database, Microsoft Excel spreadsheet, or an ASCII-format delimited text file. Data may be delivered using any common media or data-delivery format such as ¼-inch tape (AS/400), CD, DVD, USB device, hard drive, or FTP server.

## Exhibit F / DATA FILE CONVERSION ASSISTANCE

3. **Customer** understands that files or tables containing less than 500 records or table entries will not be converted.
4. A data dictionary (data descriptors) containing all data elements must be provided to **New World** for each file submitted with the media.
5. As provided in the project plan for conversions, **Customer** will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever **New World** staff is on site regarding conversions. Roughly a one to one ratio exists for **Customer** commitment and the **New World** commitment. **Customer** understands that thorough and timely testing of the converted data by **Customer** personnel is a key part of a successful data conversion.
6. **Customer** agrees to promptly review and signoff on both the conversion design document, and on the final conversions after appropriate review.

Files to be converted:

### **Master Files** (From a single data source)

- *Master Name (Jackets)*
- *Master Property*
- *Master Gun*
- *Master Vehicle*

### **CAD/POLICE RMS** (From a single data source)

- *CAD Incident / Call for Service*
- *Incidents*
- *Cases*
- *Alerts*
- *Arrests*
- *Accidents*
- *Tickets/Citations*
- *Bookings*
- *Pawn Shops*
- *Career Criminals*
- *Field Investigations*
- *Permits*
- *Narrative*

### **FIRE RMS** (From a single data source)

- *Incidents (NFIRS Extract)*
- *Buildings and Businesses*
- *Inspections*
- *Personnel Training*

**EXHIBIT G**  
**CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR**  
**CUSTOM SOFTWARE**

**1. Definition of Project**

**New World** will provide the **Customer** requested Standard Software Enhancements and/or Custom Software as discussed below to address the **Customer's** requirements. **Customer** agrees to cooperate in not making modifications and enhancements too extensive as defined in the 2(b)(1) procedure below.

An analysis and assessment to verify the scope of effort for the project will be conducted. A revised estimate for the modifications/interfaces may be provided at the conclusion of the assessment. Customer may elect to cancel or proceed with the modifications/interfaces based on the revised estimate.

Capabilities included in the initial scope:

a) Enhancements / Modifications to Exhibit A Software

- (1) **GLOBAL #161/CMS #189/RMS #141: "Ability to generate all LA County booking forms from within the JMS" and JMS #190: "Ability to auto-populate LA County booking forms from within the JMS" - \$9,000**

Based on a copy of the LA County Unified Arrestee Medical Screening form, **New World** will produce a report from the application that is very close to this form. The form itself cannot be fully automated as it has sections where the user circles the response or selects from a list. Our intent would be to use JMS questionnaire processing to capture the information and provide the capability to produce a hard copy of this report from the application. **New World** will work with **Customer** to make sure the output satisfies the County. **New World** is unaware of any other forms and would need a copy of the form to evaluate it and make sure it fits into the application workflow.

- (2) **CLETS (State/NCIC) returns to Unit History - \$9,000**

**New World** will provide a modification so any state/NCIC return (SDN/CLETS/JDIC) is attached to the unit history if the unit is not on a call. The unit ID will show on the state/NCIC return as additional information. Standard CAD functionality will attach the return to the Call for Service under the NCIC tab. This modification is in addition to that functionality.

- (3) **CAD #1058: "Ability to send information displayed on screen to another workstation" - \$9,000**

**New World** will provide a modification so a CAD operator can forward a state/NCIC (SDN/CLETS/JDIC) return to another workstation.

b) Custom Interfaces

With **New World** providing consultation, **Customer** is responsible for obtaining technical contacts and/or technical specifications from the third parties involved.

- (1) COPLINK Interface - \$10,000:

**New World Systems** will provide technical consultation with Coplink to provide the necessary data for their system. This will include the necessary export if required of the key modules to include incidents, cases, arrests, accidents, and tickets.

- (2) MOSCAD Interface to New World Systems CAD - \$48,550:

**New World** will provide a two way interface that will send station alerts and text transfers as well as request station status. MOSCAD will send station status as requested.

**Exhibit G / CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS /  
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- (3) ReddiNet to CAD Interface- \$24,000:  
New World Systems will provide an interface to the ReddiNet system to provide hospital diversion status to CAD and consequently to Mobile units. New World will also provide EMS unit status information to ReddiNet.
  
  - (4) EMC Documentum Interface from LERMS- \$36,000:  
New World Systems will provide the ability to export files in PDF format from LERMS Cases to EMS documentum providing both the PDF files and the case number. The actual export action will be based on an agreed method.
  
  - (5) Sheriff's Data Network (SDN/CLETS/JDIC) - \$24,000:  
New World will provide a two-way interface to LA County to support inquiries and returns based on a message format. This interface will be provided via the state/NCIC module.
  
  - (6) GST Crime Analysis - \$4,800:  
**New World** will provide access to the LERMS Decision Support Software (DSS) data mart and analysis services cubes for GST crime analysis.
- c) Custom Software
- (1) Permits Module - \$20,000  
This module provides the ability to enter multiple permit types including animal, taxi, bike, parking and massage parlor. It will allow users to associate vehicles, animals, and global subjects to a permit based on a configurable person/associate type. Permits show as global activity on a person or vehicle. The module will also allow users to track associated fees for permits. Permits may be printed, and reports such as Permit Listing and Permits Due to Expire Listing are available.

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

a) Definition of New World's Responsibility

This project includes the following activities to be performed by **New World**.

- (1) Review of required features with **Customer**. Only items identified in Paragraph 1 above will be provided in this implementation plan.
  
- (2) Preparation of Requirements Document (RD) to include:
  - Detailed description of the required feature
  - menu samples
  - screen samples
  - report samples
  
- (3) Programming and programming test.
  
- (4) On-site training, testing and/or other support services at the Hourly Rate.

**Exhibit G / CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS /  
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For modification requiring over fifty (50) hours of work, **New World** utilizes a design document procedure [see 2(b)(1) below]. For smaller modifications, **New World** uses a Request For Service (RFS) procedure. Both procedures are reviewed with **Customer** at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

b) Implementation Schedule

<u>Activity</u>	<u>Targeted Time Period</u>
(1) Complete Design Review with <b>Customer</b> Staff. <b>Customer</b> agrees to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
(2) New World submits completed RD to <b>Customer</b> .	To be determined
(3) RD is accepted and signed off by <b>Customer</b> (no programming will be done by <b>New World</b> until the formal sign-off and <b>Customer's</b> authorization to proceed in writing).	To be determined
(4) <b>New World</b> completes programming from RD and provides modified software to <b>Customer</b> .	To be determined
(5) Software Modification Acceptance Test based on RD.	To be determined

c) Customer's Responsibility

All **Customer** requested changes after RD sign-off must be documented by **Customer** and authorized in writing including potential costs, if any. Additional changes will most likely delay the schedule and may increase the cost.

**Exhibit G / CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS /  
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**Custom Interfaces**

COPLINK Interface  
MOSCAD Interface to New World Systems CAD  
ReddiNet to CAD Interface  
EMC Documentum Interface from LERMS  
Sheriff's Data Network (SDN/CLETS/JDIC)  
GST Crime Analysis

**New World Standard Interfaces**

CAD Pager Interface  
E-911 Interface  
Pictometry Interface  
TDD Interface  
Web EOC Interface  
Ticket Writer Interface  
Livescan Interface  
State/NCIC, including:  
- On-Line CAD Interface to State/NCIC  
- On-Line Global Subjects Interface to State/NCIC  
- On-Line Pawn Shop Check Interface to State/NCIC  
- On-Line Property Checks Interface to State/NCIC  
Aegis/MSP Imaging Software, including:  
- Public Safety Lineups/Mug Shots  
- Digital Imaging/Electronic Signature Capture

**Exhibit G / CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE**

<b>Short Description of Interface or Custom Modification</b>	New World Systems will provide technical consultation with Coplink to provide the necessary data for their system. This will include the necessary export if required of the key modules to include incidents, cases, arrests, accidents, and tickets.
<b>Data Source</b>	New World Systems LERMS
<b>Target</b>	Coplink
<b>Interface Direction</b>	One Way Export
<b>NWS Interface</b>	Custom Interface – not previously developed
<b>External System Interface</b>	N/A
<b>Detailed Description</b>	<p>Based on historical experience with Coplink, they are very flexible with regards to their ability to import data from external systems. There are options to accomplishing this export of data to include a copy of the database or a defined export.</p> <p>New World Systems will work with Coplink and Beverly Hills to determine the best approach for this geographic area and will provide the necessary technical consultation on the database schema.</p>
<b>Protocol/Transport</b>	N/A
<b>Data Formats</b>	SQL Server
<b>3<sup>rd</sup> Party Requirements</b>	None
<b>NWS Tasks</b>	<ul style="list-style-type: none"> <li>• Work with agency to define scope and functionality of interface</li> <li>• Develop functional specification for approval</li> <li>• Install, configure, and test interface</li> </ul>
<b>Customer Tasks</b>	<ul style="list-style-type: none"> <li>• Work with NWS to define scope and functionality of interface</li> <li>• Customer responsible for obtaining technical specifications and any necessary 3<sup>rd</sup> party technical contacts</li> <li>• Have resource available to review and approve interface design</li> <li>• Have resources available to assist in installation, configuration, and testing of interface. Personnel assigned should be familiar with the external system</li> </ul>

**Exhibit G / CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE**

<b>Short Description of Interface or Custom Modification</b>	New World will provide a two way interface that will send station alerts and text transfers as well as request station status. MOSCAD will send station status as requested.
<b>Data Source</b>	New World Systems CAD
<b>Target</b>	MOSCAD
<b>Interface Direction</b>	Two-Way Interface
<b>NWS Interface</b>	Custom Interface – not previously developed
<b>External System Interface</b>	MOSCAD RS232C Standard (serial adapter) May require a Lantronix Device
<b>Detailed Description</b>	New World Systems will provide a MOSCAD interface per the Motorola Fire Dispatch Protocol specification. Based on run card recommendations, CAD will know which stations to alert for a given location. Using the specification, CAD will provide a mechanism to send the appropriate ASCII messages per the specification.
<b>Protocol/Transport</b>	LAN based file import
<b>Data Formats</b>	Delimited file format, fixed field length
<b>3<sup>rd</sup> Party Requirements</b>	TRC Inc will provide onsite support in Troy MI to configure and test this interface. Their onsite support will include MOSCAD hardware for testing purposes.
<b>NWS Tasks</b>	<ul style="list-style-type: none"> <li>• Work with agency to define scope and functionality of interface</li> <li>• Develop functional specification for approval</li> <li>• Install, configure, and test interface</li> </ul>
<b>Customer Tasks</b>	<ul style="list-style-type: none"> <li>• Work with NWS to define scope and functionality of interface</li> <li>• Customer responsible for obtaining technical specifications and any necessary 3<sup>rd</sup> party technical contacts</li> <li>• Have resource available to review and approve interface design</li> <li>• Have resources available to assist in installation, configuration, and testing of interface. Personnel assigned should be familiar with the external system</li> <li>• Customer MUST provide and facilitate Motorola MOSCAD engineering contact per documentation.</li> </ul>
<b>Solution Consulting Comments</b>	<p>This estimate is the result of discussions with TRC Inc (Santa Clara, CA) and is contingent upon successful completion of a test of the MOSCAD interface at New World Corporate offices in Troy, MI. TRC will provide onsite engineering support and MOSCAD equipment and will work with New World technical staff to assist in the configuration and testing of this interface.</p> <p>Based on the success of the onsite support, New World will provide this interface within the scope of this ICD. New World's products are Microsoft Windows based and utilize industry standard formats and are capable of providing an ASCII data over a RS232 connection. If this interface exceeds the scope contemplated in this ICD, New World will negotiate in good faith with Customer to create a revised estimate.</p>

**Exhibit G / CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE**

<b>Short Description of Interface or Custom Modification</b>	New World Systems will provide the ability to export files in PDF format from LERMS Cases to EMC documentum providing both the PDF files and the case number. The actual export action will be based on an agreed method.
<b>Data Source</b>	New World Systems LERMS
<b>Target</b>	PDF for EMC documentum import
<b>Interface Direction</b>	One Way Export
<b>NWS Interface</b>	Custom Interface – not previously developed
<b>External System Interface</b>	N/A
<b>Detailed Description</b>	<p>New World Systems will provide the functionality to export case files in PDF format to EMC documentum for import with the corresponding case number. The actual trigger for the export will be based on one agreed action or event that will create the files and place them in a shared directory. The exported text in the PDF will be searchable.</p> <p>Alternately, New World Systems will provide a button on the document tab that will launch a query for EMC to see if documents exist.</p>
<b>Protocol/Transport</b>	LAN based file export
<b>Data Formats</b>	PDF or N/A
<b>3<sup>rd</sup> Party Requirements</b>	The appropriate documentation must be provided and a technical contact identified with EMC Documentum interface experience.
<b>NWS Tasks</b>	<ul style="list-style-type: none"> <li>• Work with agency to define scope and functionality of interface</li> <li>• Develop functional specification for approval</li> <li>• Install, configure, and test interface</li> </ul>
<b>Customer Tasks</b>	<ul style="list-style-type: none"> <li>• Work with NWS to define scope and functionality of interface</li> <li>• Customer responsible for obtaining technical specifications and any necessary 3<sup>rd</sup> party technical contacts</li> <li>• Have resource available to review and approve interface design</li> <li>• Have resources available to assist in installation, configuration, and testing of interface. Personnel assigned should be familiar with the external system</li> </ul>

**Exhibit G / CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE**

<b>Short Description of Interface or Custom Modification</b>	New World will provide an interface to the ReddiNet system to provide patient transport information as well as availability of EMS units. In addition, New World will provide a mechanism to query ReddiNet to provide hospital/emergency room status to CAD users.
<b>Data Source</b>	New World/ReddiNet
<b>Target</b>	ReddiNet/New World
<b>Interface Direction</b>	Two Way Interface
<b>NWS Interface</b>	Custom Interface – not previously developed
<b>External System Interface</b>	N/A
<b>Detailed Description</b>	<p>ReddiNet requires updates from CAD for both patient transports and EMS unit status via web service. Customer will need to configure CAD statuses appropriate to the corresponding interface data elements. New World will provide this information via web service.</p> <p>New World will also provide a mechanism to query the ReddiNet system and display hospital diversion status in CAD based on either a time interval or user action.</p>
<b>Protocol/Transport</b>	Web Service (SOAP)
<b>Data Formats</b>	XML
<b>3<sup>rd</sup> Party Requirements</b>	ReddiNet’s current CAD API may be modified slightly in the future. They will need to provide an updated API document if necessary. Our understanding and this estimate is based on minor changes.
<b>NWS Tasks</b>	<ul style="list-style-type: none"> <li>• Work with agency to define scope and functionality of interface</li> <li>• Develop functional specification for approval</li> <li>• Install, configure, and test interface</li> </ul>
<b>Customer Tasks</b>	<ul style="list-style-type: none"> <li>• Work with NWS to define scope and functionality of interface</li> <li>• Customer responsible for obtaining technical specifications and any necessary 3<sup>rd</sup> party technical contacts</li> <li>• Have resource available to review and approve interface design</li> <li>• Have resources available to assist in installation, configuration, and testing of interface. Personnel assigned should be familiar with the external system</li> </ul>
<b>Solution Consulting Comments</b>	<p>Assumptions: Hospital/Emergency Room diversion status will be displayed via creating units to represent each of the Hospital/Emergency Rooms/Trauma Centers.</p> <p>If ReddiNet’s API changes, this estimate is subject to change.</p>

**Exhibit G / CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE**

**Sheriff's Data Network (SDN/CLETS/JDIC)**

<b>Short Description of Interface or Custom Modification</b>	New World will provide a two-way interface to LA County to support inquiries, returns, adds and modifies based on a message format. This interface will be provided via the state/NCIC module.
<b>Data Source</b>	LA County SDN
<b>Target</b>	New World Systems/LA County SDN
<b>Interface Direction</b>	Two Way
<b>NWS Interface</b>	Interface Modification – CLETS is in production at other agencies in County but need to add message formats for other County databases
<b>External System Interface</b>	LA County SDN
<b>Detailed Description</b>	New World will provide a two way interface that supports all inquiry messages that LA County will support on a host to host interface based on a described message format. For any queries other than CLETS, the SDN/JDIC must provide a message based format that allows a data string to be sent and will return a text based message. New World has reviewed the embedded document and believes the standard state/NCIC interface can provide this capability but it requires additional support to build out the messages with the standard interface. This interface will support add, modifies, deletes, and inquiries as provided by the County.
<b>Protocol/Transport</b>	TCP/IP (per cadtcpip.doc – embedded)
<b>Data Formats</b>	Text Based (see above for sample)
<b>3<sup>rd</sup> Party Requirements</b>	LA County must provide message documentation and a technical contact for testing purposes.
<b>NWS Tasks</b>	<ul style="list-style-type: none"> <li>• Work with agency to define scope and functionality of interface</li> <li>• Develop functional specification for approval</li> <li>• Install, configure, and test interface</li> </ul>
<b>Customer Tasks</b>	<ul style="list-style-type: none"> <li>• Work with NWS to define scope and functionality of interface</li> <li>• Customer responsible for obtaining technical specifications and any necessary 3<sup>rd</sup> party technical contacts</li> <li>• Have resource available to review and approve interface design</li> <li>• Have resources available to assist in installation, configuration, and testing of interface. Personnel assigned should be familiar with the external system</li> </ul>
<b>Comments</b>	New World will abide by any county requirements for security purposes.
<b>Solution Consulting Estimate</b>	120 hours – this is additional professional service and interface installation time to build the JDIC messages to the other LA County Sheriff databases
<b>Solution Consulting Comments</b>	Placeholder for any modifications to interface if needed. Given a review of the TCPIP

**Exhibit G / CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE**

**GST Crime Analysis**

<b>Short Description of Interface or Custom Modification</b>	New World will provide access to the LERMS Decision Support Software (DSS) data mart and analysis services cubes for GST crime analysis.
<b>Data Source</b>	New World LERMS via DSS data mart and analysis cubes
<b>Target</b>	GeoSpatial Technologies Crime Analysis
<b>Interface Direction</b>	One Way Export
<b>NWS Interface</b>	Custom Interface – not previously developed
<b>External System Interface</b>	N/A
<b>Detailed Description</b>	<p>New World will expose LERMS data using the decision support data mart and analysis cubes. This provides an easier view of the crime data and moves any analysis off the production server.</p> <p>New World will provide GST with technical support to use the DSS data mart or cubes as a data source. All connectivity to DSS is thru standard Microsoft protocols.</p>
<b>Protocol/Transport</b>	N/A
<b>Data Formats</b>	MS SQL Server, SQL Server Analysis Services
<b>3<sup>rd</sup> Party Requirements</b>	Provide crime analysis export or connection to data formats above
<b>NWS Tasks</b>	<ul style="list-style-type: none"> <li>• Work with agency to define scope and functionality of interface</li> <li>• Install, configure, and test DSS software</li> <li>• Provide technical support to GST to leverage existing crime analysis software and investment</li> </ul>
<b>Customer Tasks</b>	<ul style="list-style-type: none"> <li>• Work with NWS to define scope and functionality of interface with GST</li> <li>• Customer responsible for obtaining technical specifications and any necessary 3<sup>rd</sup> party technical contacts</li> <li>• Have resources available to assist in installation, configuration, and testing of the completed interface between GST and DSS.</li> </ul>

**Exhibit G / CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS /  
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**CAD Pager Interface**

<b>Interface Summary</b>	The Aegis/MSP CAD Pager Interface is a one-way interface that takes related CAD information and sends it to the City paging service(s).
<b>NWS Interface</b>	Standard Product-New World Interface
<b>External System Interface</b>	City LAN and paging (services)
<b>Protocols</b>	Will depend on paging service used by the City. Currently New World supports: <ul style="list-style-type: none"> <li>• Dial-up via PageMaster software</li> <li>• WCTP</li> <li>• SNPP</li> <li>• SMTP</li> </ul>
<b>NWS Hardware Interface</b>	Dial-up modem (PageMaster) or City LAN.
<b>NWS Tasks</b>	<ul style="list-style-type: none"> <li>• Assist the City with installation, configuration, and testing of interface.</li> </ul>
<b>Customer Tasks</b>	<ul style="list-style-type: none"> <li>• Provide any necessary technical specifications and/or technical contacts from any 3<sup>rd</sup> parties involved.</li> <li>• Verify network connectivity between interfaced systems.</li> <li>• Assign appropriate personnel for installation, configuration, and testing of interface.</li> </ul>
<b>Comments</b>	This is a standard New World Interface that allows for alphanumeric pages to be sent from the Aegis MSP CAD software to the City paging service(s).

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**E-911 Interface**

<b>Interface Summary</b>	The Aegis/MSP 911 Interface is a one-way interface that receives the Phase 1 and 2 related information from the E911 Controller and sends it to the New World CAD Software. The information returned will be used to create a Call for Service and provide the caller's information to be plotted on the map via x and y coordinates provided. This information can then be utilized to make accurate unit recommendations.
<b>NWS Interface</b>	Standard product-New World Interface
<b>External System Interface</b>	E911 Controller
<b>Protocols</b>	Serial (or TCP/IP if a Lantronix box is used)
<b>NWS Hardware Interface</b>	A Lantronix Serial to IP box will be required if the distance from the 911 controller to the New World Server is more than 250 feet.
<b>NWS Tasks</b>	<ul style="list-style-type: none"> <li>• Assist City with installation, configuration, and testing of interface.</li> </ul>
<b>Customer Tasks</b>	<ul style="list-style-type: none"> <li>• Provide any necessary technical specifications and/or technical contacts from any 3<sup>rd</sup> parties involved.</li> <li>• Verify network connectivity between interfaced systems.</li> <li>• Assign appropriate personnel for installation, configuration, and testing of interface.</li> </ul>
<b>Comments</b>	This is a standard New World Interface that connects the Aegis MSP CAD software to the E911 Controller.

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**Pictometry Interface**

<b>Interface Summary</b>	The Aegis/MSP Pictometry Interface is a one-way interface that takes Pictometry data and displays it on the CAD mapping screens..
<b>NWS Interface</b>	Standard Product-New World Interface
<b>External System Interface</b>	Pictometry Image Warehouse
<b>NWS Hardware Interface</b>	N/A
<b>NWS Tasks</b>	<ul style="list-style-type: none"> <li>• Assist the Customer with installation, configuration, and testing of interface.</li> </ul>
<b>Customer Tasks</b>	<ul style="list-style-type: none"> <li>• Provide any necessary technical specifications and/or technical contacts from any 3<sup>rd</sup> parties involved.</li> <li>• Verify network connectivity between interfaced systems.</li> <li>• Assign appropriate personnel for installation, configuration, and testing of interface.</li> </ul>
<b>Comments</b>	This is a standard New World Interface that allows the display of Pictometry data within CAD mapping screens.

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**TDD Interface**

<b>Interface Summary</b>	The Aegis/MSP TDD interface is a two-way interface that captures incoming TDD information and translates it into text messages within the New World CAD software. The CAD Operator can also type messages into New World CAD and they will be sent to the caller automatically.
<b>NWS Interface</b>	Standard product-New World Interface
<b>External System Interface</b>	Zetron TDD equipment (Model 3030) or Positron
<b>Protocols</b>	Serial communication
<b>NWS Hardware Interface</b>	N/A
<b>NWS Tasks</b>	<ul style="list-style-type: none"> <li>• Assist Customer with installation, configuration, and testing of interface.</li> </ul>
<b>Customer Tasks</b>	<ul style="list-style-type: none"> <li>• Provide any necessary technical specifications and/or technical contacts from any 3<sup>rd</sup> parties involved.</li> <li>• Verify network connectivity between interfaced systems.</li> <li>• Assign appropriate personnel for installation, configuration, and testing of interface.</li> </ul>
<b>Comments</b>	This is a standard New World Interface that allows for TDD messages to be sent and received from the New World CAD software.

**Exhibit G / CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE**

**Aegis/MSP WebEOC Interface**

<b>Interface Summary</b>	The Aegis/MSP WebEOC interface provides CAD call for service information to WebEOC at predefined intervals and when the call for service is cleared from CAD
<b>NWS Interface</b>	Standard Product-New World Interface
<b>External System Interface</b>	N/A
<b>Protocols</b>	N/A
<b>NWS Hardware Interface</b>	N/A
<b>NWS Tasks</b>	<ul style="list-style-type: none"> <li>• Assist the City with installation, configuration, and testing of interface.</li> </ul>
<b>Customer Tasks</b>	<ul style="list-style-type: none"> <li>• Provide any necessary technical specifications and/or technical contacts from any 3<sup>rd</sup> parties involved.</li> <li>• Verify network connectivity between interfaced systems.</li> <li>• Assign appropriate personnel for installation, configuration, and testing of interface.</li> </ul>
<b>Comments</b>	This is a standard New World interface that exports CAD data to include CFS data, person data, unit log data, and narrative information to the WebEOC program via XML file export.

**Exhibit G / CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE**

**Ticket Writer Interface**

<b>Interface Summary</b>	The Aegis/MSP Ticket Writer Interface (Import) is a one-way interface that will import citation and collision data into the Aegis/MSP Law Enforcement Records Management System database from the program.
<b>Interface Direction</b>	One-way import from 3 <sup>rd</sup> party product to New World Aegis/MSP.
<b>NWS Interface</b>	Standard product-New World Interface
<b>External System Interface</b>	APS or Autocite only. Any other 3 <sup>rd</sup> party ticket solution may require additional costs.
<b>Protocols</b>	Flat-file or XML transfer
<b>NWS Hardware Interface</b>	N/A
<b>NWS Tasks</b>	<ul style="list-style-type: none"> <li>• Work with Customer to understand interface requirements and workflow.</li> <li>• Provide functional specification for Customer review and approval.</li> <li>• Coordinate functionality review meetings during implementation.</li> <li>• Assist Customer with installation, configuration, and testing of interface.</li> </ul>
<b>Customer Tasks</b>	<ul style="list-style-type: none"> <li>• Work with NWS to document interface requirements and workflow.</li> <li>• Provide any necessary technical specifications and/or technical contacts from any 3<sup>rd</sup> parties involved.</li> <li>• Review and approve functional specification prior to start of interface implementation.</li> <li>• Schedule appropriate personnel for functionality review meetings during implementation.</li> <li>• Verify network connectivity between interfaced systems.</li> <li>• Assign appropriate personnel for installation, configuration, and testing of interface.</li> </ul>
<b>Comments</b>	

**Exhibit G / CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS /  
MODIFICATIONS AND / OR CUSTOM SOFTWARE**

**Livescan Interface**

<b>Interface Summary</b>	The Aegis/MSP Livescan interface is a one way interface that sends booking information from the New World software for import into the City Livescan machine.
<b>NWS Interface</b>	Standard product-New World Interface
<b>External System Interface</b>	Supports Identix, CrossMatch, Printrak, Sagem Morpho, Cogent
<b>Protocols</b>	Flat file export to a shared network folder.
<b>NWS Hardware Interface</b>	N/A
<b>NWS Tasks</b>	<ul style="list-style-type: none"> <li>• Assist the City with installation, configuration, and testing of interface.</li> </ul>
<b>City Tasks</b>	<ul style="list-style-type: none"> <li>• Provide any necessary technical specifications and/or technical contacts from any 3<sup>rd</sup> parties involved.</li> <li>• Verify network connectivity between interfaced systems.</li> <li>• Assign appropriate personnel for installation, configuration, and testing of interface.</li> </ul>
<b>Comments</b>	This is a standard New World Interface that provides booking data to the City Livescan machine.

**Exhibit G / CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS /  
MODIFICATIONS AND / OR CUSTOM SOFTWARE**

**Aegis/MSP State/NCIC Interface**

<b>Interface Summary</b>	The Aegis/MSP State/NCIC interface is a two-way interface that will send and receive data from the New World applications to NCIC, CLETS, and AWS.
<b>NWS Interface</b>	Standard product-New World Interface
<b>External System Interface</b>	Access to NCIC, CLETS, and AWS data via the City LAN
<b>Protocols</b>	TCP/IP
<b>NWS Hardware Interface</b>	N/A
<b>NWS Tasks</b>	<ul style="list-style-type: none"> <li>• Assist the City with installation, configuration, and testing of interface.</li> <li>• Provide previously developed screens from other New World MSP NCIC customers within the County.</li> <li>• Configure the following on-line NCIC modules: <ul style="list-style-type: none"> <li>• On-Line CAD Interface to State/NCIC</li> <li>• On-Line Global Subjects Interface to State/NCIC</li> <li>• On-Line Pawn Shop Check Interface to State/NCIC</li> <li>• On-Line Property Checks Interface to State/NCIC</li> </ul> </li> </ul>
<b>City Tasks</b>	<ul style="list-style-type: none"> <li>• Provide any necessary technical specifications and/or technical contacts from any 3<sup>rd</sup> parties involved.</li> <li>• Verify network connectivity between interfaced systems.</li> <li>• Assign appropriate personnel for installation, configuration, and testing of interface.</li> </ul>
<b>Comments</b>	This is a standard New World Interface that allows for the entry of information and query ability to/from NCIC, CLETS and queries only to AWS.

**Exhibit G / CUSTOMER REQUESTED STANDARD SOFTWARE ENHANCEMENTS / MODIFICATIONS AND / OR CUSTOM SOFTWARE**

**Aegis/MSP Imaging Software**

<b>Interface Summary</b>	The Aegis/MSP Mug Shots/Imaging interface allows the user to view or capture (and attach to cases) digital images from a WIA compliant camera or a TWAIN32-compliant imaging device
<b>NWS Interface</b>	Standard Product-New World Interface
<b>External System Interface</b>	N/A
<b>Protocols</b>	N/A
<b>NWS Hardware Interface</b>	WIA-compliant camera and TWAIN32-compliant imaging devices
<b>NWS Tasks</b>	<ul style="list-style-type: none"> <li>• Assist the City with installation, configuration, and testing of interface.</li> </ul>
<b>City Tasks</b>	<ul style="list-style-type: none"> <li>• Provide any necessary technical specifications and/or technical contacts from any 3<sup>rd</sup> parties involved.</li> <li>• Verify network connectivity between interfaced systems.</li> <li>• Assign appropriate personnel for installation, configuration, and testing of interface.</li> </ul>
<b>Comments</b>	This is a standard New World interface that accesses digital images on cameras and imaging devices and displays them within the New World MSP applications.

**EXHIBIT H**  
**ACCEPTANCE TESTING**

The objective of Acceptance Testing is to verify that the Licensed Software provided by New World meets the agreed upon specifications as provided for in this Agreement.

Customer's project manager and the New World project manager shall jointly plan, coordinate and manage the testing processes. Customer agrees to conduct acceptance testing in a timely manner following notice by New World that a testing phase is ready to be started.

Acceptance Testing will include the following Licensed Software components:

- Licensed Standard Software
- Licensed Standard Software Interfaces
- Licensed Custom Software Interfaces
- Licensed Software Enhancement

As scheduled in the Implementation Plan and using New World's Exhibit B services, three phases of Acceptance Testing may take place. Each test is intended to occur sequentially unless otherwise agreed to by both parties.

- Functional Testing
- Interface Testing
- Reliability & Final Acceptance Testing.

Reliability and Final Acceptance Testing shall not proceed until either (a) Functional and Interface testing are complete or (b) Customer waives, in writing, the Functional and Interface testing requirement. Payment milestones associated with Functional and/or Interface Testing, if any, shall be considered due if Customer waives these tests.

Should Customer identify a defect that substantially impairs Customer's value of the Licensed Software, Customer shall immediately provide a written notice to New World that acceptance is declined by Customer. Such defect(s), if any, shall be resolved in accordance with New World's obligations as defined in Exhibit C.

**1. Functional Testing of Licensed Software**

Prior to beginning functional testing, New World shall provide a test plan for review and approval by Customer. On completion of testing, Customer may approve or reject the entire Functional Test, or any elements of the Functional Test. If functional test is rejected by **Customer**, test may be repeated after corrections are provided by **New World**. Once started, the Functional Test shall be repeated at intervals not to exceed 30 days. The parties, by mutual, written agreement, may elect to proceed with the next phase of testing or Final Acceptance even if all specifications in the Functional Test are not met.

**Functional Test Guidelines**

All items coded "Compliant" (as qualified) in the New World detail response to Customer's RFP shall be provided to Customer through Exhibit A software capabilities, Customer's use of 3<sup>rd</sup> Party software, Licensed Custom Software provided by New World and/or future enhancements to Exhibit A Licensed Standard Software provided under Exhibit C. After Customer's request to New World, and New World's written proposal and cost to provide the service using Exhibit B support services hours at the hourly rates, Functional Testing shall be demonstrated to Customer by New World.

If Customer has not licensed the software on to meet an RFP requirement, then that specification shall not apply in any acceptance test

## **Exhibit H / ACCEPTANCE TESTING**

### **2. Interface Testing of Licensed Software**

Prior to beginning Interface Testing, New World shall provide a test plan for review and approval by Customer. On completion of testing, Customer may approve or reject the entire Interface Test, or any elements of the Interface Test. Once started, the Interface Test shall be repeated at intervals not to exceed 30 days. The parties, by mutual, written agreement, may elect to proceed with the next phase of testing or Final Acceptance even if all specifications in the Interface Test are not met.

New World shall develop test plans and provide them to Customer for review and approval. Interface Testing shall not begin until written approval of New World's submitted test plan has been accepted by Customer. Following approval of the Interface Test Plan, New World will demonstrate to Customer that the Licensed Software, Standard Interfaces, and Custom Interfaces, have been installed, are operational and provide the intended functionality as described in the Exhibit J Interface Control Documents.

### **3. Final Acceptance by means of Reliability Test of the Licensed Software**

Upon placing the Licensed Software into production live use, the Licensed Software shall undergo a thirty (30) day reliability test. The purpose of this test is to demonstrate that the New World Licensed Software as delivered can perform under live operational conditions and continue to perform at a level consistent with specifications as set forth in this **Agreement**. If, during the first fifteen (15) days of the Reliability Test, the Licensed Software experiences a Major Failure, then the thirty (30) day period will start over from day one and continue for the full thirty (30) days. For purposes of this **Agreement**, a Major Failure is defined as the inability to perform the function for which the Licensed Software was designed and commissioned. If the Licensed Software fails on or after day sixteen (16), Customer may elect for the test will start over from day sixteen (16) and go for the remaining fifteen (15) day period or start over from day one and continue for the full thirty (30) days. .

If the Licensed Software experiences a Major Failure as a result of a deficiency in the Customer's computing environment (network outage, server failure, operator error, planned downtime, etc), the reliability test will not be restarted but will continue from the point in time that such failure occurs and until the thirty (30) day test is completed unless a Major Failure occurs after the Licensed Software is restarted which is not attributed to the Customer's environment. Under such conditions the terms outlined above will govern the appropriate action to be followed.

Licensed Software shall be deemed accepted upon the successful completion of the 30 day Reliability Test as defined in above. Final Acceptance and corresponding payment(s), if any, for each component identified may occur independently after successful completion of the Reliability Test for each component. (i.e. CAD, RMS, Mobile)

### **4. Final Acceptance by means of Beneficial Use of the Licensed Software**

Notwithstanding anything above, the Licensed Software shall be deemed accepted ninety (90) days after Customer has had beneficial use of the Licensed Software without occurrence of a Major Failure through its use in a production environment ("live use") that supports Customer operations. Final Acceptance shall not be withheld due to minor or moderate errors.

**EXHIBIT I**  
**INCORPORATION BY REFERENCE OF NEW WORLD'S RESPONSE TO CUSTOMER'S RFP**  
**SOFTWARE SPECIFICATIONS**

For the applications licensed on Exhibit A, the **New World** Detail Response to the software specifications of **Customer's** RFP #10-17 and the clarifying memoranda are incorporated in this **Agreement** by reference.

All items coded "Compliant" (as qualified) in the **New World** Detail Response to **Customer's** RFP Questionnaire will be provided to **Customer** through currently existing Exhibit A software capabilities, **Customer's** use of 3<sup>rd</sup> Party software, custom programming provided by **New World** and/or future enhancements to Exhibit A software provided under Exhibit C. Items that are qualified, or coded as requiring modification, may be provided using Exhibit B support services hours at the then current hourly rates.

This **Agreement** is comprised of the following documents:

1. The **Agreement** with its exhibits and attachments.
2. **New World's** response to Deltawrx July 9, 2010 letter regarding proposal issues and concerns.
3. **New World's** response to Deltawrx July 16, 2010 letter regarding proposal issues and concerns.
4. **New World's** response to Deltawrx September 3, 2010 letter regarding draft agreement issues and clarifications.
5. **New World's** response to Customer RFP dated January 21, 2010, which are hereby incorporated by reference.
6. **Customer's** RFP dated November 12, 2009, which are hereby incorporated by reference

Said documents shall be read together in interpreting the duties, rights and obligations under this **Agreement**. To the extent any of these documents conflict with one another, the order of precedence shall be the order in which they appear above

If the terms and conditions of the **New World** Detail Response to the specifications of the RFP and this **Agreement** are in conflict, the governing terms and conditions shall be this **Agreement**.

If **Customer** has not licensed the software on Exhibit A to meet a software specification, then that specification shall not apply in any acceptance test and/or to fulfill the above criteria.

**EXHIBIT J**  
**ESCROW OF SOFTWARE SOURCE CODE**

So long as **Customer** pays the applicable fees as described in Exhibit AA, **New World** stipulates that the source code for the Licensed Standard Software, together with the related Documentation as it is or becomes available, will be deposited in an escrow account maintained at a suitable Agent pursuant to an agreement between the Agent and **New World** (the "Escrow Agreement").

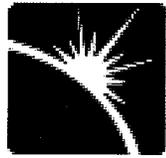
**New World** will from time to time deposit into the escrow account copies of source code for Releases and Versions of the Licensed Standard Software and related Documentation.

**New World** or **New World's** trustee in bankruptcy shall authorize the Agent to make and release a copy of the applicable deposited materials to **Customer** upon the occurrence of any of the following events: (i) The existence of any one or more of the following circumstances uncorrected for more than thirty (30) days: entry of an order for relief under Title 11 of the United States Code; the making by **New World** of a general assignment for the benefit of creditors; or action by **New World** under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation; unless within the specified thirty (30) day period, **New World** provides to **Customer** adequate assurances, reasonably acceptable to **Customer** of its continuing ability and willingness to fulfill its maintenance obligations under this **Agreement**, (ii) **New World** or its successor or assigns has ceased its on-going business operations or that portion of its business operations relating to the sale, licensing and maintenance of the Software.

In the event of release under this **Agreement**, **Customer** agrees that it will treat and preserve the deposited materials as a trade secret of **New World** in accordance with generally accepted standards utilized to safeguard trade secrets against unauthorized use and disclosure. This means their use is for internal processing needs only and no additional copies will be provided to any third parties.

**EXHIBIT K**  
**STATEMENT OF WORK**

Placeholder for Statement of Work.



*New World Systems*<sup>®</sup>  
*The Public Sector Software Company*

## **City of Beverly Hills, California**

### **Statement of Work Exhibit K**

Prepared by:  
New World Systems

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Phone: (248) 269-1000  
[www.newworldsystems.com](http://www.newworldsystems.com)

October 20, 2010

#### **Abstract**

This Statement of Work (SOW) defines the principal activities and responsibilities of the **Customer** and **New World**. Further, it lists critical tasks necessary for a successful implementation.

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# Exhibit K: Statement of Work

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## STATEMENT OF WORK OVERVIEW

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The Statement of Work is correlates to the standard Project Implementation Methodology that New World will follow on this project. It will proceed according to the following phases:

1. **Initiation** – Engage project management, establish initial communication channels and begin planning
2. **Planning** – Create and approve the Project Plan
3. **Construction** – Execute the Project Plan to build, configure and review the system to verify system readiness
4. **Transition** – Train users, perform data conversion, execute go-live and complete post-go-live activities
5. **Closing** – Review the project, approve closure, disengage project management and formally transfer Customer to account management team

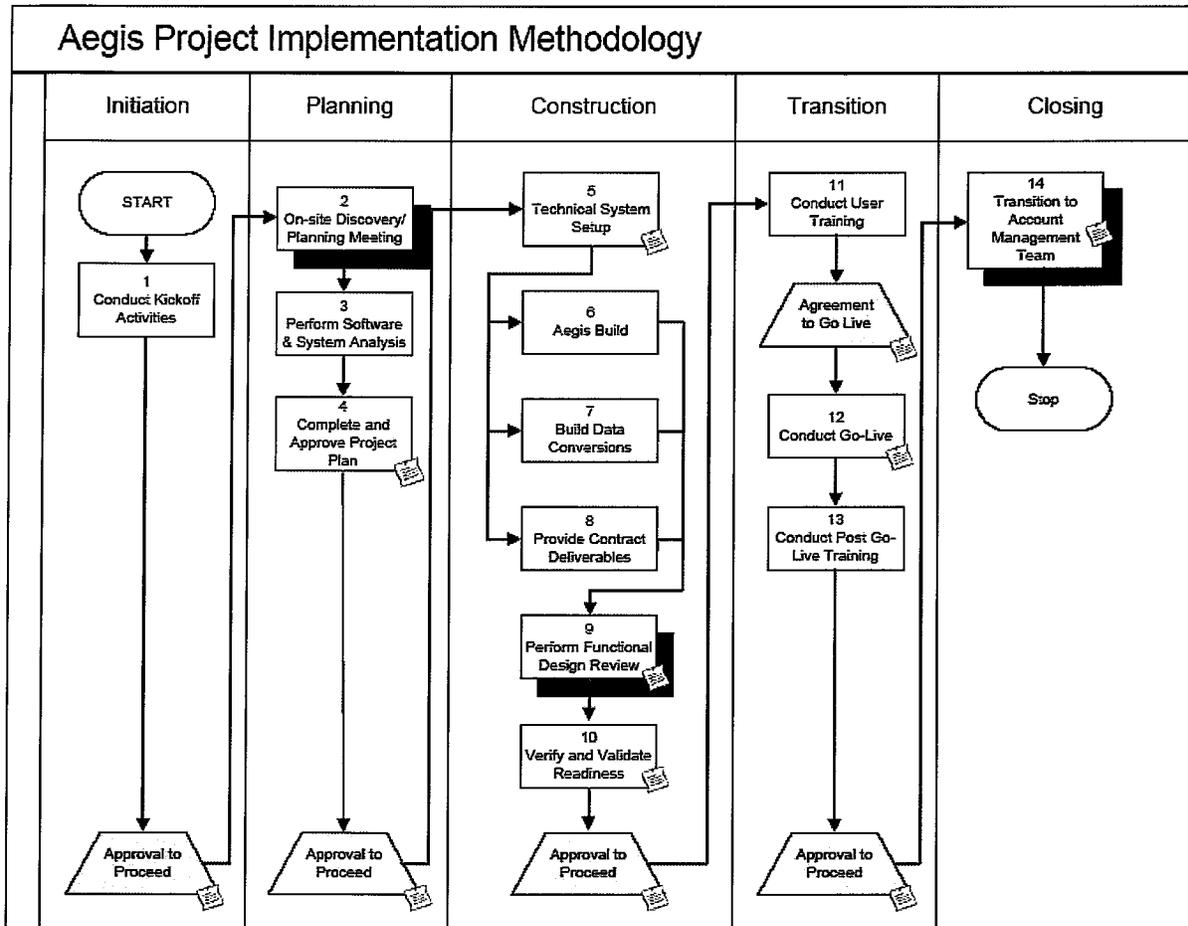
Each phase consists of one or more steps. Each step includes:

1. **New World Systems' responsibilities** – Activities New World Systems' staff is responsible to perform
2. **Customer's responsibilities** – Activities Customer's staff is responsible to perform
3. **Inputs (prerequisites)** – Items that must be completed prior to the start of the step and are used during the step
4. **Outputs (completion criteria)** – Items that must be completed during the step and are requirements in order to consider the step complete (Outputs are often the inputs of future steps and must be completed in order to keep the project on track.)

A diagram of the Aegis Project Methodology Overview is shown on the next page. Each step is described in detail in the sections following the overview diagram.

# Exhibit K: Statement of Work

## AEGIS PROJECT IMPLEMENTATION METHODOLOGY



**LEGEND**

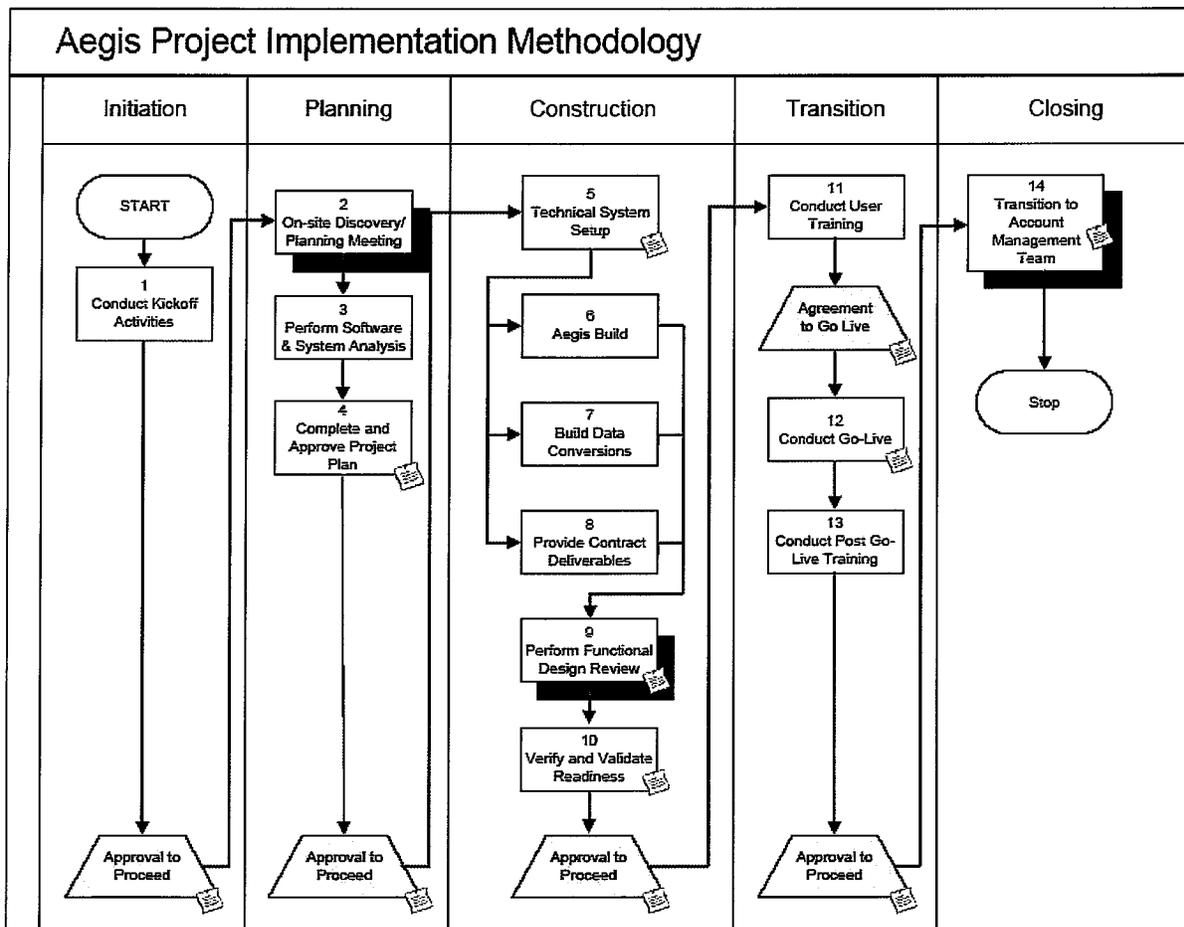
- Task
- Task Includes Customer Executive Review Meetings
- NWS & Customer Senior Level Meeting resulting in a Go/ No-Go Decision to move into next Phase
- Requires Authorized Customer Signoff

# Exhibit K: Statement of Work

## PHASE: INITIATION

**Purpose:** Engage project management, establish initial communication channels and begin planning

**Description of Phase:** The initiation phase consists of 1 step. During this phase, New World Systems and Customer Project Managers are assigned, communication commences and plans are made for entering and executing the project's planning phase.



**LEGEND**

- Task
- Task Includes Customer Executive Review Meetings
- NWS & Customer Senior Level Meeting resulting in a Go/ No-Go Decision to move into next Phase
- Requires Authorized Customer Signoff

# Exhibit K: Statement of Work

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## PHASE: Initiation

### Step 1: Conduct Kickoff Activities

---

#### A. Conduct Initial Customer Phone Call

**Overview:** Within 1 week of Customer Agreement execution, a New World Systems' Professional Services Manager will telephone the Customer for an introductory phone call. The following will be discussed during the call:

1. Welcome to New World Systems and extend a thank you for their partnership
2. Overview of professional services and organizational structure
3. Discuss initial on-site meeting (Step 2) and project timelines
4. Question and answers

**New World Systems' responsibilities:** The Professional Services Manager is responsible for this task. In preparation for this call, the following will take place:

1. Review Turnover Document (internal document) for Customer contact information and general overview of the project
2. Call Customer and schedule meeting
3. Contact Customer by phone at the agreed upon date and time
4. Notify New Account Sales or Customer Care Manager initial contact with the Customer has occurred
5. Send a follow-up email to the Customer re-capping highlights of the meeting

**Customer's responsibilities:** None

#### Inputs (prerequisites):

1. Program Management Office (PMO) creates all project folders on PMO Portal
2. Turnover Document created within 48 hours of contract signing. The Professional Services Manager posts the Turnover Document to project folder on PMO Portal.

#### Outputs (completion criteria):

1. Phone call with Customer
2. Follow-up email to Customer
  - a. C.C. New Account Sales or Customer Care Manager
3. Update status of project on PMO Portal

#### B. Account Management Introduction Meeting



## Exhibit K: Statement of Work

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**Overview:** During this step, the assigned New World System's Senior Account Leadership will coordinate an account management meeting with key customers associated with project planning, development, and implementation. Key customers include:

1. Senior Manager Assigned to Meet or
2. General Manager Professional Services
3. New Account Sales or Customer Care Account Manager
4. Customer Senior Management – Chief/Sheriff
5. Customer Senior Project Leader

**New World Systems' and Customer Responsibilities:** Individual responsibilities are described below:

Senior Account Leader:

1. Establish Framework for Account Management, Roles, and Responsibilities of New World Systems and Customer
2. Review Customer Agreement
  - a. Review Project Methodology Including Go/No Go Decisions for Each Phase and Sign-Off
3. Agree Periodic Review Time Schedule

**Customer's Responsibilities:** Agreement to Account Management framework and relationship approach.

**Inputs (prerequisites):**

1. Turnover Document (internal document)
2. Agreement
3. Meeting agenda
4. Customer Agreement Assessment Report (internal use only)

**Outputs (completion criteria):**

1. Establish Framework for Account Management, Roles, and Responsibilities of New World Systems and Customer
2. Review Customer Agreement
  - a. Review Project Methodology Including Go/No Go Decisions for Each Phase and Sign-Off
3. Agree Periodic Review Time Schedule

**C. Perform Internal Turnover**

**Overview:** During this step, the assigned New World System's Project Manager will coordinate an internal turnover meeting with key staff members associated with project planning, development, and implementation. Key staff members include:

## Exhibit K: Statement of Work

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6. New Account Sales/Customer Care Manager
7. Solution Consulting Practice Manager(s)
8. Solution Consulting Administrative Assistant
9. System Assurance Manager
10. PMO/Release Manager
11. Project Manager
12. Professional Services Manager
13. Data Conversion Manager
14. Interface Manager
15. Customer Support Account Manager
16. Others as needed

**New World Systems' responsibilities:** Individual responsibilities are described below:

Program Management Office:

4. Review Customer Agreement
5. Create Customer Agreement Assessment Report (internal document)
6. Create initial Project Variance Report (internal document)

Project Manager:

1. Review the Customer Agreement and Customer Agreement Assessment Report
2. Review Turnover Document
3. Coordinate and schedule meeting
4. Create and distribute meeting agenda
5. Conduct meeting
6. Document follow-up items
7. Create Issues/Risk Tracking Log

Other New World Systems Employees:

1. Prior to the meeting, each attendee will review all project related information, i.e. Customer Agreement, internal documentation, meeting agenda, etc.
2. Attendees will prepare questions and observations requiring further discussion
3. Attend meeting and discuss agenda items
4. Document and follow up on any items requiring their attention

**Customer's responsibilities:** None

**Inputs (prerequisites):**

5. Turnover Document (internal document)
6. Agreement
7. Meeting agenda
8. Project Manager assigned



## Exhibit K: Statement of Work

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9. Customer Agreement Assessment Report (internal document)
10. Initial Project Variance Report (internal document)

### **Outputs (completion criteria):**

1. Tracking system updated with entries for Customer\contract deliverables
2. First iteration of the Issues/Risk Tracking Log

### **D. Conduct Planning Preparation Meeting**

**Overview:** During this step, the Project Manager will coordinate a meeting with the Customer. The objectives for this meeting are:

1. Introduction of New World Systems' Project Manager and executive management team
2. Set date for first on-site meeting (Step 2)
3. Describe key teams/groups and identify their roles and responsibilities during the project
4. Discuss expectations of Customer and New World Systems
  - a. Senior Customer Leadership will be required for Executive Project Reviews and signing Approval to Proceed documents
  - b. Project timeframes
5. Discuss Aegis Project Methodology Overview
6. Discuss site preparation
7. Discuss planning meeting agenda
8. Obtain topology diagram of Customer's network
9. Complete Approval to Proceed

**New World Systems' responsibilities:** The Project Manager is responsible for arranging and coordinating the meeting.

**Customer's responsibilities:** Attend meeting and be prepared to discuss agenda items. Supply updated topology diagram of the network.

### **Inputs (prerequisites):**

1. Pre-Trip Report (if conducted on-site)
2. Agenda

### **Outputs (completion criteria):**

1. Post-Trip Report (if conducted on-site)
2. Follow-up email (if conducted remotely via conference call)
3. Updated Project Plan with initial customer meeting activities defined
4. Supporting documentation
5. Defined Project Managers, Executive Manager and build team roles

## Exhibit K: Statement of Work

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6. Customer supplied topology diagram the network

## PHASE: Initiation

### Approval to Proceed

**Overview:** The Aegis Project Methodology consists of 14 distinct steps and a successful implementation requires the project team move through these steps in an orderly manner.

Approval to Proceed documents are checkpoints during the project implementation that confirm the Project Management team is in agreement that all steps of a phase are finished and the work completed will be a solid foundation for the next phase of the implementation. Signing Approval to Proceed documents allow the project team to begin work on the next phase of the implementation. Without all required signatures the team is unable to continue the implementation until all questions are addressed and all project team signatures are obtained.

Project team signatures required are:

1. Customer Project Manager
2. Customer Executive Manager
3. New World Systems Executive Manager
4. New World Systems Project Manager

**New World Systems' responsibilities:** Executive Manager and the Project Manager are responsible for signing the Approval to Proceed document. Prior to requesting signatures, the contents of this document should be discussed with the Customer to insure that any questions have been addressed and exceptions are incorporated into the document.

**Customer's responsibilities:** Executive Manager and the Project Manager are responsible for signing the Approval to Proceed document. As this event approaches it is critical the Customer review the current project phase to insure all steps have been completed. Any exceptions should be identified and acceptable resolution plans included in the sign-off document.

**Inputs (prerequisites):**

1. Pre-Trip Report (if conducted on-site)
2. Approval to Proceed

**Outputs (completion criteria):**

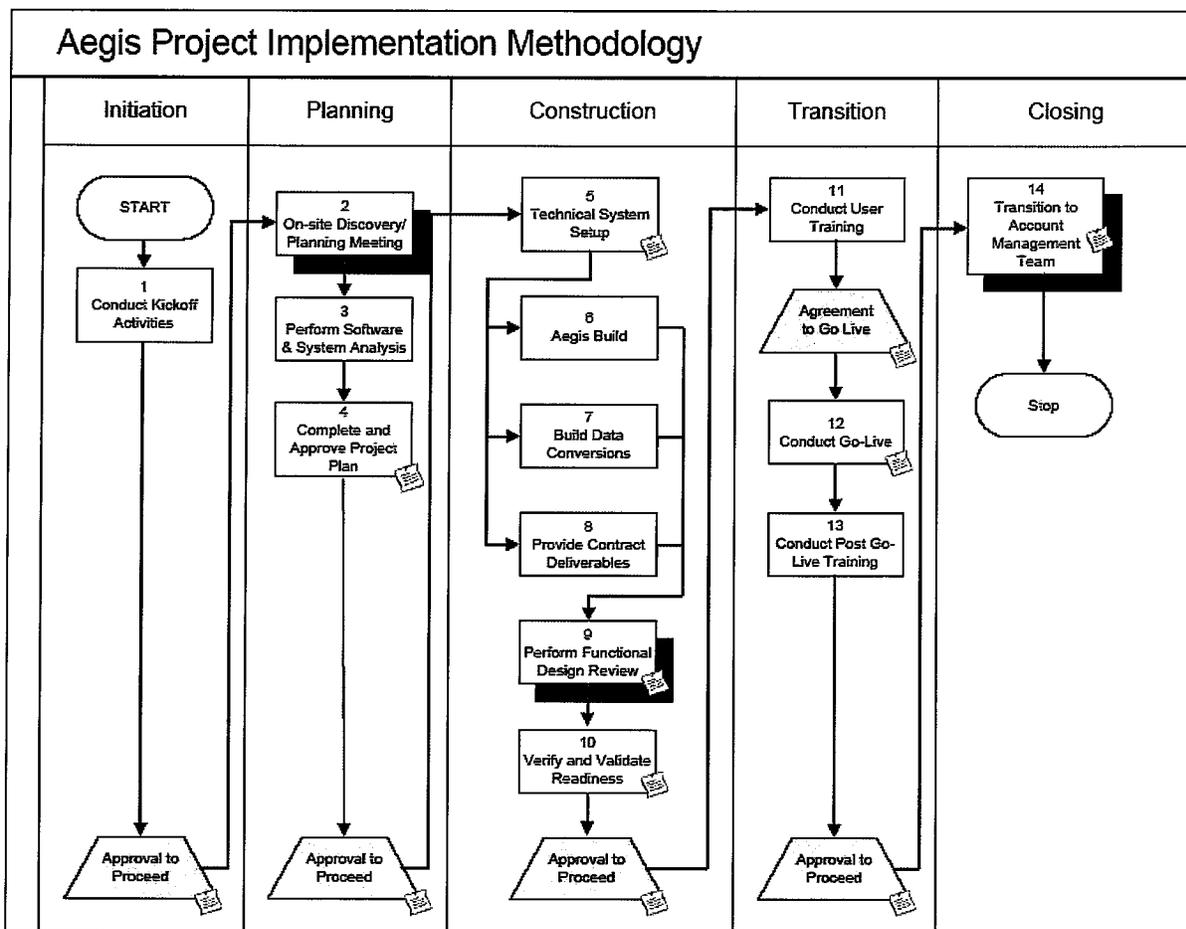
1. Post-Trip Report (if conducted on-site)
2. Signed Approval to Proceed (Requires Project Manager and Executive Manager signatures from New World Systems and Customer)
3. Copies of Approval to Proceed documents distributed to all parties

# Exhibit K: Statement of Work

## PHASE: PLANNING

**Purpose:** Create and approve the Project Plan

**Description of Phase:** The planning phase consists of 3 steps. During this phase, New World Systems and Customer Project Managers organize the project, establish project teams, conduct system analysis, confirm requirements, develop the Project Plan and obtain senior management approval.



**LEGEND**

- Task
- Task Includes Customer Executive Review Meetings
- NWS & Customer Senior Level Meeting resulting in a Go/ No-Go Decision to move into next Phase
- Requires Authorized Customer Signoff

## **PHASE: Planning**

### **Step 2: On-Site Discovery/Planning Meeting**

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#### **A. Conduct Discovery**

**Overview:** The purpose of this step is to discover and review the Customer's business practices, environment and workflow to transition them into the new software. During discovery, New World Systems will identify differences between the Customer's operational environment and Aegis application workflow to forecast changes that may be required when implementing CAD, LERMS, CMS or Mobile.

**New World Systems' responsibilities:** The New World Systems Project Manager is responsible for the following:

1. Conduct various discovery meetings with Customer work groups
2. Document the Customer's work processes, workflow and outputs (including state reporting)
3. Update the Project Plan
4. Create Discovery/Project Management Plan

**Customer's responsibilities:** The Customer is responsible for the following:

1. Site preparation (conference rooms, audio visual equipment, etc.)
2. Meeting coordination with supervisors and subject matter experts to support all contracted modules and functions, including but not limited to:
  - a. Dispatch
  - b. Records
  - c. Detectives
  - d. Fire
  - e. Corrections
3. Attend and participate in review of the Business Process Review

**Inputs (prerequisites):**

1. Pre-Trip Report
2. Discovery Project/Management Plan template (Software Analysis Document template)
3. Workflow and process information gathered from the Customer during discovery meetings
4. Customer Agreement
5. Turnover Document



## Exhibit K: Statement of Work

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### **Outputs (completion criteria):**

1. First Draft of Discovery/Project Management Plan
2. Updated Project Plan
3. Post-Trip Report

### **B. Conduct Project Overview Meetings**

**Overview:** During this event, New World Systems and the Customer will establish project methods and governance. Key events include:

1. Presentation of the overall implementation strategy to build team
2. Review of project scope (agreement) with Customer project management
3. Executive overview with executive management

**New World Systems' responsibilities:** The New World Systems' Project Manager is responsible for preparing and disseminating all materials for the overview meetings. Additionally the Project Manager will review the agreement with the Customer project team to ensure expectations are mutually understood. In addition, a New World Systems Executive Manager will meet with agency command staff to establish a relationship at the upper management level.

**Customer's responsibilities:** During this step, the Customer is responsible for the preparation of the room where the overview meeting will be held, provide adequate staff to review the agreement, and arrange a meeting between New World Systems Executive Manager and agency command staff. In addition, the Customer will assemble various build teams.

### **Inputs (prerequisites):**

1. Pre-Trip Report (if conducted on-site)
2. Customer Agreement
3. Overview presentation
4. Overview packet
5. Communications Plan

### **Outputs (completion criteria):**

1. Post-Trip Report (if conducted on-site)
2. Updated Issues/Risk Tracking Log
3. Updated Project Plan



## PHASE: Planning

### Step 3: Perform Software & System Analysis

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**Overview:** The purpose of this event is to review the various work process and noteworthy findings identified during discovery and examine their fit into the New World software product. Additionally it will serve as an instrument to surface any major differences in functionality between the existing workflows and the New World software product. Finally, this event is conducted to identify, understand, and document requirements relative to the following (but not limited to):

1. Hardware requirements
2. Custom enhancements
3. Interfaces
4. State reporting requirements (IBR, UCR, Accident Reporting)
5. Mobile computing
6. Agency specific reports (internal management reports, public inquiries, etc.)
7. Data conversion
8. GIS implementation

This event will normally overlap with the discovery process.

**New World Systems' responsibilities:** During this event, the Project Manager (or designee) will meet with Customer staff and review requirements for the various items listed above. Once complete, the Project Manager will document the requirements and distribute the information to the appropriate members of the implementation team. The documents to be distributed include:

1. Hardware requirements
2. Custom Enhancements
  - a. Requirements Document(s)
3. Interfaces
  - a. Requirements Document(s)
  - b. Interface Control Documents
4. State Reporting Requirements (IBR, UCR, Accidents)
5. Mobile Computing
  - a. Mobile Checklist
6. Agency Specific Reports
  - a. Customer report library
7. Data Conversion (see step 14 for details)
8. GIS Implementation (see below for details)
  - a. Mapping Packet

Once compiled, documents will be provided to the Customer for review.

**Customer's responsibilities:** The Customer will be responsible for the following:



## Exhibit K: Statement of Work

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1. Coordinate meetings with the groups associated with the above items
2. Provide the necessary technical specifications on interfaces
3. Provide complete user stories for custom enhancements
4. Provide liaison support with agencies and vendors required to support interfaces
5. Provide liaison support with the state to support state reporting requirements (IBR, UCR, Accidents, etc.)
6. Identify any non-standard Aegis reports not yet identified or included in the Customer Agreement
7. Provide appropriate technical staff necessary to complete the Mobile Checklist
8. Review final Requirements Document(s) submitted by New World Systems and identify specific issues in writing

### **Inputs (prerequisites):**

1. Pre-Trip Report
2. Interface Control Document
3. Discovery/Project Management Plan
4. Mobile Checklist
5. Topology diagram of Customer's network

### **Outputs (completion criteria):**

1. Post-Trip Report
2. Completed Requirements Document(s)
3. Updated Project Management Plan
4. Mobile Checklist completed
5. Signoff on all Requirements

### ***Review Geo-File Processes and Map Requirements***

**Overview:** Initiate the development of GIS data for use with New World Systems applications. New World Systems will introduce the parameters for the required GIS layers by providing Customer with a GIS Implementation Packet and conducting an initial review of Customer provided GIS data for compatibility with the Aegis application.

### **New World Systems responsibilities:**

1. Appoint a GIS Implementation Specialist to serve as the primary point of contact for GIS related items during this portion of the project

## Exhibit K: Statement of Work

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2. Provide Customer with a New World Systems GIS Implementation Packet describing the GIS data requirements
3. Conduct a GIS Conference call during the Formal Kickoff to review the contents of the packet, answer any preliminary GIS questions and outline dates for the project's GIS milestones

### **Customer responsibilities:**

1. Supply New World Systems with accurate GIS data in a standard ESRI format (shapefiles, personal geodatabase, file geodatabase, etc.) on the designated date for New World Systems to receive an initial copy of the GIS data
2. Appoint a GIS Implementation Specialist to resolve any issues regarding delivery, mapping or functionality of GIS data with the Aegis application
3. Carefully review the comments and/or requested changes from the New World System's GIS Implementation Specialists related to the compatibility of the Customer's GIS data with the Aegis application after the required GIS layers have been reviewed by New World Systems

### **Inputs (prerequisites):**

1. GIS Implementation Packet
2. GIS Conference Call Agenda

### **Outputs (completion criteria):**

1. GIS Data Review Document
2. Detailed specifications of required changes or additions to Customer GIS data to ensure compatibility within the Aegis application

## PHASE: Planning

### Step 4: Complete and Approve Project Plan

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#### A. Draft Project Management Plan

**Overview:** The purpose of this event is to review the various work process identified during the discovery process, examine their fit with the Aegis application and document how the processes will combine with the overall implementation to make an effective solution for the Customer. Additionally, the Project Management Plan will act as an instrument to record differences in functionality between existing workflows and the Aegis application. Finally, the Project Management plan will be a comprehensive narrative of the overall implementation.

**New World Systems' responsibilities:** During this process, the New World Systems Project Manager will meet with the Customer's project team and review the work processes documented in the Discovery Process (step 4) and Software and System Analysis (step 6). In addition, the Project Manager (or their designee) will compare existing work processes to the New World Systems software. The project manager will then draft and publish the Project Management Document.

**Customer's responsibilities:** During the analysis meetings, the Customer will provide subject matter experts to participate in various sessions.

#### Inputs (prerequisites):

1. Pre-Trip Report (if conducted on-site)
2. Requirements Document(s)
3. Information referenced from legacy system(s) as well as New World Systems software
4. Issues/Risk Tracking Log
5. Discovery/Project Management Plan

#### Outputs (completion criteria):

1. Post-Trip Report (if conducted on-site)
2. Updated Discovery/Project Management Plan
3. Updated Project Plan
4. Updated Requirements Document(s)
5. Updated Issues/Risk Tracking Log

#### B. Finalize Project Plan

**Overview:** To this point significant information has been gathered regarding the Customer's current operations and how the Aegis application implementation needs to occur in order to be successful. Based on this information, a final Project Plan must be developed that maps out the activities, deliverables and deadlines required by the project team.

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**New World Systems' responsibilities:** The New World Systems' Project Manager will finalize the Project Plan to meet the requirements of a successful implementation while establishing clear ownership of activities, deadlines, and timeframes for each step of the implementation. The Project Plan provides detailed instructions to the entire build team and, once approved, is the guiding light for all project activity going forward.

1. Review with Customer personnel the identified implementation tasks, priorities, interdependencies, team members, resources and other requirements to establish the final Project Plan
2. Supporting documents, the Discovery/Project Management Plan and the Business Process Review, are updated as part of this step because all three documents are reviewed as part of the acceptance criteria to move the project to the construction phase as defined in step 9, Review and Approve Project Plan

**Customer's responsibilities:** In tandem with New World Systems project personnel, analyze identified requirements of the Project Plan and make such implementation decisions as are reasonably required to finalize the plan.

**Inputs (prerequisites):**

1. Customer Agreement
2. Issues\Risk Tracking Log
3. Project Plan
4. Business Process Review
5. Discovery/Project Management Plan

**Outputs (completion criteria):**

1. Updated Project Plan
2. Updated Discovery/Project Management Plan
3. Updated Business Process Review

### C. Review and Approve Project Plan

**Overview:** The objective of this task is to finalize the Project Plan based upon the activities and work processes discovered during the planning phase. The resulting document defines the specific project tasks, timelines for completion and ownership of each activity throughout the remainder of the project.

**New World Systems' responsibilities:**

1. Prepare the final Project Plan and deliver it to Customer
2. Review the Project Plan with Customer personnel and make mutually agreed modifications
3. Upon mutual acceptance of the Project Plan, establish the document as the baseline for the remainder of the project

**Customer's responsibilities:**

1. Review the final Project Plan and document any specific deficiencies found with the plan within ten (10) business days



## Exhibit K: Statement of Work

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2. Sign off on final iteration of the plan by Customer Project Manager and Executive Manager

### **Inputs (prerequisites):**

1. Pre-Trip Report (if conducted on-site)
2. Initial Build Plan
3. Final Project Plan

### **Outputs (completion criteria):**

1. Post-Trip Report (if conducted on-site)
2. Final accepted Project Plan
3. Signed Approval for the following:
  - a. Business Process Review
  - b. Requirements Document(s)
  - c. Discovery/Project Management Plan
  - d. Project Plan
  - e. Interface Control Document(s)
  - f. Mobile Checklist
  - g. State reporting
  - h. Data conversion
  - i. Geo-File

### **D. Prepare Internal Team**

**Overview:** During this portion of the implementation, the Project Manager meets with the New World Systems build team and discusses the requirements of the Project Plan and their individual responsibilities to deliver a successful project.

**New World Systems' responsibilities:** The New World Systems Project Manager will be responsible for the following:

1. Prepare and coordinate the team briefing
2. Prepare internal Statement of Work
3. During the meeting, the Project Manager will review the Business Process Review, Discovery/Project Management Plan, Project Plan and Statement of Work
4. The Project Manager will review with the individual team members their roles and responsibilities associated with the implementation

**Customer's responsibilities:** None

### **Inputs (prerequisites):**

1. Agenda
2. Statement of Work
3. Initial Build Plan
4. Turnover Document
5. Customer Agreement

## Exhibit K: Statement of Work

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6. Issues\Risk Tracking Log
7. Project Plan
8. Business Process Review
9. Discovery/Project Management Plan

**Outputs (completion criteria):**

1. Updated Project Plan
2. Updated Issues\Risk Tracking Log

## PHASE: Planning

### Approval to Proceed

**Overview:** The Aegis Project Methodology planning phase consists of three distinct steps. These steps are critical to establishing the overall plan to implement the Aegis application and identify any concerns that must be addressed to insure the software is adopted by the user base.

At the conclusion of the planning phase the Approval to Proceed document is used to confirm project management is aware of the final Project Plan and what will be required of every team member in order to successfully implement the Aegis application. The signature of each manager represents their commitment to making sure their respective members of the build team will be able to meet the requirements of the plan.

Signing Approval to Proceed documents authorizes the project team to begin work on the next phase of the implementation. Without all required signatures the team is unable to continue the implementation until all questions are addressed and all project team signatures are obtained.

Project team signatures required are:

1. Customer Project Manager
2. Customer Executive Manager
3. New World Systems Executive Manager
4. New World Systems Project Manager

**New World Systems' responsibilities:** Executive management and the Project Manager are responsible for signing the Approval to Proceed document. Prior to requesting signatures, the contents of this document should be discussed with the Customer to insure that any questions have been addressed and exceptions are incorporated into the document.

**Customer's responsibilities:** Executive management and the Project Manager are responsible for signing the Approval to Proceed document. As this event approaches it is critical the Customer review the current project phase to insure all steps have been completed. Any exceptions should be identified and acceptable resolution plans included in the sign-off document.

**Inputs (prerequisites):**

1. Pre-Trip Report (if conducted on-site)
2. Approval to Proceed
3. Final Project Plan
4. Business Process Review
5. Discovery/Project Management Plan
6. Formal Kickoff sign-off document
7. Review and Approve Project Plan sign-off document



## Exhibit K: Statement of Work

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### **Outputs (completion criteria):**

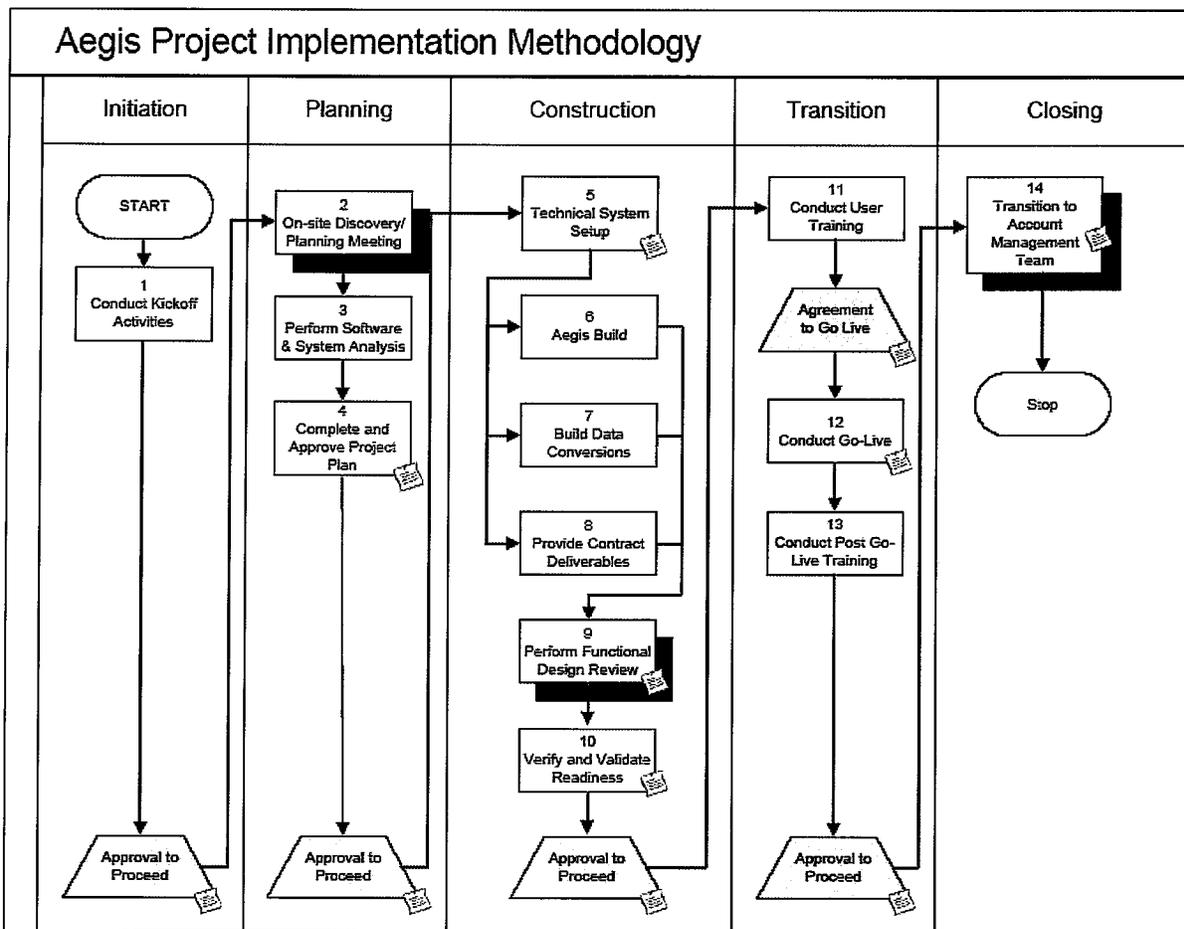
1. Post-Trip Report (if conducted on-site)
2. Signed Approval to Proceed (Requires Project Manager and Executive Manager signatures from New World Systems and Customer)
3. Copies of Approval to Proceed documents distributed to all parties

# Exhibit K: Statement of Work

## PHASE: Construction

**Purpose:** Execute the Project Plan to build, configure and review the system to verify system readiness

**Description of Phase:** The construction phase consists of 6 steps. During this phase, New World Systems and Customer Project Managers lead the project, coordinate project team activities, communicate direction, report on project progress and monitor resources. The team's focus during this phase is to execute the Project Plan. Customer and New World Systems project teams install the system, configure the application, prepare data conversions and lay the groundwork to migrate to the Aegis application.



**LEGEND**

- Task
- Task Includes Customer Executive Review Meetings
- NWS & Customer Senior Level Meeting resulting in a Go/ No-Go Decision to move into next Phase
- Requires Authorized Customer Signoff

## Exhibit K: Statement of Work

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The methodology diagram indicates that each step of the construction phase follows the previous step but many of these steps occur concurrently.

# Exhibit K: Statement of Work

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## PHASE: CONSTRUCTION

### Step 5: Technical System Setup

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**Overview:** During this step, New World Systems validates and finalizes the Customer's hardware configuration, software requirements and implementation. The result of this effort is documented in the Site Plan.

New World Systems will install Licensed Standard Software on Customer supplied servers and configure system to meet Aegis specifications. In most situations this is completed in two distinct stages. The first stage is MSP and a second stage for Mobile.

**New World Systems' responsibilities:** Configure the system as required and provide knowledge transfer to the System Administrator.

For MSP, New World Systems will install and configure the CAD/RMS/Corrections Server/Client and train Customer personnel on configuration procedures.

1. Verify with Customer personnel the computer processor(s), operating system software, third-party software, associated workstation requirements, printers, network communications, and other related components supplied by Customer
2. Document the required site resources (e.g., facility, power, network, cooling, etc.) necessary to operate the Aegis application. As part of the review, New World Systems will make recommendations for necessary site modifications to meet minimum operating requirements for the Aegis application
3. Review with Customer minimum requirements for mobile data devices and workstations as identified in the Customer Agreement
4. Train Customer to install client workstations, administer servers, manage disaster recovery systems and review any other items of concern related to hardware and software configuration
5. Provide Customer with a Site Plan that includes the following:
  - a. Identification of any special space requirements
  - b. Functional system diagram, showing a high level view of the New World Systems Standard Software subsystems and their associated hardware

For Mobile, New World Systems will install and configure the Mobile Management Server/Client, the Message Switch and train Customer personnel on configuration procedures.

## Exhibit K: Statement of Work

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1. Install and configure mobile client software on five (5) Customer-supplied computers
2. Train Customer to install mobile client software on additional computers
3. Address any questions that arise during the installation of the baseline software

### **Customer's responsibilities:**

1. Provide Customer Technology staff to assist New World Systems with the Site Plan
2. Provide, upon request, information on existing hardware and operating system software components and terminal networks, as well as projected utilization statistics and other information reasonably required to validate final hardware requirements
3. Review the final hardware and operating system configuration with the New World Systems project team
4. Review New World Systems' recommendations regarding any existing communications networks and workstations and make any reasonable modifications identified by New World Systems to ensure compatibility with the equipment and system to be installed
5. Ensure hardware is ordered, delivered, and installed prior to scheduling New World Systems' System Assurance visit on site
6. Have information technology support staff on hand for knowledge transfer and to help address any concerns encountered during the system installation
7. Install and configure the mobile software on additional mobile computers

### **Inputs (prerequisites):**

1. Pre-Trip Report (if conducted on-site)
2. System Support Documentation
3. Customer supplied topology diagram of the network

### **Outputs (completion criteria):**

1. Site Plan
2. Test and production environments are ready to use
3. Post-Trip Report (if conducted on-site)
4. System Set-up and Administration Training signoff document

## PHASE: Construction

### Step 6: Aegis Build

---

#### A. Conduct Geo-File Setup & Training

**Overview:** New World Systems will recommend procedures to support the loading of Customer-supplied GIS data for use in the Aegis MSP software and assist the Customer with the initial load of GIS data.

As part of this step, New World Systems will provide a GIS overview of GIS components, where they are installed and discuss a plan for updating the GIS data within the Aegis MSP software. Customers are responsible for continuous updates of the GIS data used in the Aegis MSP software.

The Customer will need to have the appropriate ESRI desktop software of ArcEditor or ArcInfo in order to conduct the initial GIS data load and ongoing maintenance of the data. The ArcEditor or ArcInfo software must be available for use by the MSP Customer Support Center to assist the Customer with GIS data support.

#### **New World Systems' responsibilities:**

1. Obtain from Customer the New World Systems required GIS data containing address point layer (optional) and street centerline layer geocodable by the systems proposed geocoding service. The supplied address point and street centerline layers need to be geocodable by ESRI's US\_One\_Address\_with\_Zone and US\_Streets\_with\_Zone Locator Services
2. Obtain from Customer all appropriate required polygon boundary layers representing Police Beats, Police ORI, Fire Quadrants, FDID, EMS Districts and EMS ORI, Common Name, Alias, and Hydrant layer
3. The GIS Implementation Specialist will assist Customer in loading/importing their GIS data into the New World Systems enterprise geodatabase within the Aegis MSP software. It is required that all GIS data to be used within the MSP software will be maintained in a standard ESRI data format (Shapefiles, personal geodatabase, file geodatabase) and then loaded into the New World Systems software. Or the required GIS data to be maintained directly in the New World Systems enterprise geodatabase using ESRI's ArcGIS ArcEditor or ArcInfo desktop software
4. Create a New World Systems enterprise geodatabase using the Customer supplied GIS data
5. Create an ArcGIS Server service using the Customer supplied GIS data
6. Create the CAD and Geoverify MXDs according to the modules that were purchased
7. Copy the MXDs and Address Locators to the appropriate folders on the New World Servers

## Exhibit K: Statement of Work

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8. Set up the Map Settings form under MSP Maintenance\GIS to reflect the new Customer GIS data
9. Create at least one Venue under Venue Maintenance
10. Associate the Area Polygon Layers
11. Geoverify a few addresses to confirm geocoding and the return of cross streets within CAD
12. Conduct a GIS Overview for the Customer
13. All required GIS layers for Mobile In-Car Mapping will be available for export from ArcCatalog by the Mobile Professional Services person assigned to setting up In-Car Mapping
14. Training and documentation for updating the GIS data within Mobile In-Car Mapping will be provided by the Mobile Professional Service person doing the initial set up

### **Customer's responsibilities:**

1. Provide New World Systems with the required GIS data containing address point layer (optional) and street centerline layer geocodable by the systems proposed
2. Provide New World Systems all appropriate required polygon boundary layers representing Police Beats, Police ORI, Fire Quadrants, FDID, EMS Districts and EMS ORI, Common Names, Alias, and Hydrant
3. Assume responsibility for both initial GIS data development and ongoing GIS data maintenance
4. Provide a GIS point of contact responsible for ongoing GIS maintenance
5. Provide the above-specified GIS data for import/load into the New World Systems enterprise geodatabase
6. Provide any other GIS data for use within the New World Systems software at the time of the initial import/load into the New World Systems enterprise geodatabase
7. Provide all ESRI Desktop software ArcEditor/ ArcInfo and any associated systems software licenses and workstation equipment necessary for the initial import/load of the GIS data into the New World Systems enterprise geodatabase
8. Provide trained staff to make GIS data changes or corrections in support of GIS Implementation
9. Be solely responsible for the content and accuracy of the supplied GIS data

### **Inputs (prerequisites):**

1. GIS Implementation Packet
2. GIS Conference Call Agenda
3. GIS Data Review Document

## Exhibit K: Statement of Work

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4. Detailed specifications of required changes or additions to Customer GIS data to ensure compatibility within the Aegis application

### **Outputs (completion criteria):**

1. The New World Systems Standard Software GIS Implementation has been successfully completed with Customer-supplied GIS data
2. New World Systems demonstrates to Customer the Aegis application is working correctly with the loaded Customer GIS data
3. New World Systems has provided Customer with the appropriate GIS Overview necessary for ongoing maintenance and uploading of the GIS data within the Aegis application going forward

Note: Data errors in Customer-provided GIS data will not prevent task completion. However, inability of New World Systems' application to correctly use Customer's properly formatted GIS data will prevent task completion.

Note: New World Systems' GIS team along with the MSP Customer Support Center, through the New World Systems Project Manager, will continue to be available to support Customer's ongoing GIS Implementation until Go-live. After go-live, Support services is provided through the Aegis MSP Customer Support Center.

### **B. Conduct Master File Workshops**

**Overview:** During this event, New World Systems will conduct master file workshops for designated Customer personnel to acquire the knowledge necessary to configure and set up the various modules included in the Customer Agreement. (There will be a minimum of one session per each major module.)

Decisions regarding the configuration of the Aegis application are made in each master files workshop. The Build Plan documents these decisions and the activities required in order to configure the software to meet the Customer's needs. Each phase of the Build Plan consists of several tasks that are necessary for the software to be in a state of readiness prior to the start of end user training. The Build Plan is an iterative document that is updated after each master files workshop.

### **New World Systems' responsibilities:**

1. Make up-to-date user manuals available to workshop participants
2. Instruct Customer personnel, including the system administrator, on configuration of the various contracted modules
3. Based on events and activities completed during the master file workshops, New World Systems' build team members will modify the Build Plan to accommodate required changes



## Exhibit K: Statement of Work

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### **Customer's responsibilities:**

1. Convene a build team for the respective workshop
2. Attend and participate in the master files workshop
3. Assist New World Systems build team in the design of the Build Plan
4. Configure and setup software based on the Build Plan

### **Inputs (prerequisites):**

1. Pre-Trip Report
2. Workshop reference material
3. Build Plan
4. Training room with computers running Aegis application

### **Outputs (completion criteria):**

1. Post-Trip Report
2. Updated Build Plan
3. Build Plan signoff upon completion of each workshop
4. Updated Issues\Risk Tracking Log
5. Updated Project Plan

### **C. Customer Build/Configure System**

**Overview:** During this step of the construction phase, the Customer will configure the software based on the Build Plan developed during the master files workshop.

**New World Systems' responsibilities:** The New World Systems build team will provide remote assistance should the Customer need additional assistance setting up the software, interfaces and state reporting.

**Customer's responsibilities:** The Customer will configure and setup the software using the Build Plan as a guide. Customer must complete the entry of all data in the various modules prior to starting user training.

### **Inputs (prerequisites):**

1. Build Plan
2. Master File Workshop build instruction materials
3. Remote assistance, if required, by members of the New World Systems' build team
4. Configuration requirements for interface operations
5. State reporting requirements including data requirements, contact information, data submission deadlines and transition plan

### **Outputs (completion criteria):**

1. Configured software including interfaces and state reporting (IBR, UCR, Accidents)
2. Signoff from Customer that Customer Build/Configure System step is complete
3. Updated Build Plan



## PHASE: Construction

### Step 7: Data Conversion

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#### A. Perform Data Conversion Analysis

**Overview:** Using the established guidelines from the contract, prepare Customer and New World Systems for data conversion and migration. New World Systems will analyze Customer source data, develop and deliver a Data Conversion/Migration Plan.

#### **New World Systems' responsibilities:**

1. With Customer assistance, New World Systems will analyze existing Customer source data. During this analysis process, New World Systems will determine compatibility with the Aegis database structures and the viability of a conversion or migration to the Aegis database
2. Develop and deliver a Data Conversion/Migration Plan. The plan will identify data sources to be converted, data sources to be migrated, database types, database design and any detected data mapping concerns
3. If required, develop change order that reflects differences between the Customer Agreement and Customer's desired data conversion

#### **Customer's responsibilities:**

1. Provide New World Systems with a representative sample of the data to be converted on mutually agreeable transmission media
  - a. Assist New World Systems in analyzing source data
  - b. Live in source system
2. Review the Data Conversion/Migration Plan

#### **Inputs (prerequisites):**

1. Data Conversion Packet
2. Sample data from Customer
3. Master File Workshop completed for all modules requiring conversion to the Aegis application (Up2 Win projects are excluded from this requirement)

# Exhibit K: Statement of Work

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## **Outputs (completion criteria):**

1. Data Conversion/Migration Plan
2. Customer review and sign off on the Data Conversion/Migration Plan
3. Signed change order, if required

## **B. Build Data Conversions**

**Overview:** New World Systems will provide the Customer requested Data Conversion as described in the Customer Agreement.

### **New World Systems' responsibilities:**

1. New World Systems will provide the data conversion programs to convert Customer's legacy data to the New World Systems' standard Aegis software for the modules specified in the Data Conversion Migration Plan.
2. New World Systems will provide Customer up to 2 test sets of converted data. Additional test sets requested will require additional conversion costs.
3. As provided in the approved Project Plan, New World Systems will schedule a conversion analysis trip and a separate data conversion test trip to Customer's location. The conversion test trip is part of delivering the conversion programs to Customer.
4. New World Systems will provide Customer with a Data Conversion Migration Plan for signoff prior to starting development of data conversion programs. No conversion programming by New World Systems will commence until Customer signs this document.

### **Customer's responsibilities:**

1. Data files from Customer's current database are included in this conversion. Customer will provide a list of discrete data files with descriptions of fields or data elements in each file.
2. Supply data to be converted.
3. A data dictionary (data descriptors) containing all data elements must be provided to New World Systems for each file submitted with the media. (Does not apply to Up2Win projects.)
4. As provided in the Project Plan, Customer will provide a dedicated contact for each application area to focus on conversion mapping and testing tasks. Responsibilities include dedicating a support person(s) whenever members of the New World Systems' build team is on site regarding conversions. Roughly a one to one time ratio exists for Customer commitment and New World Systems commitment. Customer understands that thorough and timely testing of converted data by Customer's build team members is a key part of a successful data conversion.
5. Customer agrees to promptly review and signoff on the data conversions after the final test run is completed.

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### **Inputs (prerequisites):**

1. Approved Data Conversion/Migration Plan
2. Data to be converted

### **Outputs (completion criteria):**

1. Completed data conversion programs
2. Conversion test sign-off

# Exhibit K: Statement of Work

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## PHASE: Construction

### Step 8: Provide Customer Agreement Deliverables

---

**Overview:** During the process of the Customer building and configuring the system, the Customer will identify certain activities that require action by New World Systems' staff in order to meet Build Plan requirements. These activities include configuration of interfaces, implementation of NCIC formats, installation of state accident forms, etc.

Once the Customer has completed their portions of the Build Plan, New World Systems will need to complete the remaining Build Plan activities.

**New World Systems' responsibilities:** Based on the Build Plan, New World Systems' build team members will provide installation support in order to bring the required application functionality on-line.

**Customer's responsibilities:** Provide assistance to the New World Systems' build team to address any concerns encountered during the implementation of outstanding Build Plan deliverables. Prior to the start of this step, the Customer Project Manager needs to be able to document areas of concern regarding the Build Plan in order to direct the activities of the New World Systems' build team to complete this step.

#### Inputs (prerequisites):

1. Pre-Trip Report (if conducted on-site)
2. Build Plan
3. Issues\Risk Tracking Log
4. Project Plan
5. Business Process Review
6. Discovery/Project Management Plan

#### Outputs (completion criteria):

1. Post-Trip Report (if conducted on-site)
2. Updated Build Plan
3. Updated Project Plan
4. Updated Issues\Risk Tracking Log

**Overview:** New World Systems will provide Customer requested standard software enhancements and/or custom software (including interfaces and state reporting) as described in the Customer Agreement.

#### New World Systems' responsibilities:

1. New World Systems will provide standard software enhancements through standard software upgrades
2. New World Systems will provide custom software through standard software upgrades and/or through scheduled component installation

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3. New World Systems will provide training for enhancements and/or custom software

### **Customer's responsibilities:**

1. Provide resources to perform software upgrades when enhancements and custom software is available, including interfaces and state reporting
2. Provide resources to assist with enhancements and/or custom software component installations
3. Attend training as required
4. Provide written sign-off upon completion of this step

### **Inputs (prerequisites):**

1. Approved Requirements Document(s)
2. Completed Enhancements and/or Custom Software
3. Customer test plan to confirm functionality of software within the scope of the Requirements Document

### **Outputs (completion criteria):**

1. Upgraded application with enhancements and/or custom software
2. Sign-off on each Customer Agreement deliverable



## PHASE: Construction

### Step 9: Perform Functional Design Review

---

**Overview:** The Functional Design Review (FDR) encompasses a hands-on review of each application within the implementation. This review is accomplished by presenting each function within the application from the user/administrator point-of-view and every project construction element as it relates to a particular workflow process.

**New World Systems' responsibilities:** New World Systems' Project Manager will act as a facilitator during the FDR. Their main role is to make sure all the work process identified during business process review are discussed and demonstrated within the Aegis application. In conjunction, the Project Manager is responsible for preparing the Functional Design Review Guide, trip reports, and briefing the Application Specialist (If one is participating in the Functional Design Review). If an Application Specialist is to be involved, their responsibility would include reviewing the Functional Design Review Guide, Project Management Plan and trip reports prior to the event. Furthermore, during the presentation portion of the Functional Design Review, the Application Specialist will act as subject matter expert if questions are posed that the Customer presenter cannot answer or provide software demonstrations on various areas of functionality. Additionally, a New World Systems Executive Manager will participate in the FDR as well as a project review meeting with the Customer's command staff.

**Customer's responsibilities:** For the review, the Customer, build team should prepare the Functional Design Review Document (using the New World Systems provided template) highlighting each important element of the design. The review should include:

- Overview of the various work processes and the functional relationship to the software
- Overview of policy/procedure/practice modification
- Overview of reports
- Impact on workforce
- Training plan
- Data Conversion Migration Plan
- Cutover Plan
- Hardware and Network Topology

**Inputs (prerequisites):**

1. Pre-Trip Report



## Exhibit K: Statement of Work

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### 2. Functional Design Review Document

#### **Outputs (completion criteria):**

1. Post-Trip Report
2. Updated Issues\Risk Tracking Log
3. Updated Project Plan
4. Updated Build Plan
5. Sign-off on the results of the Functional Design Review



## PHASE: Construction

### Step 10: Verify and Validate Readiness

---

**Overview:** The Verification and Validation process occurs prior to the start of user training. The intent is to verify the system has been configured correctly and validate that it is working as designed.

**New World Systems' responsibilities:** During this process, the New World Systems' Project Manager or Application Specialist will review the system with the Customer. Each component will be reviewed, verified and validated. Upon completion, the New World Systems Project Manager or Application Specialist will sign off on each item, as will the Customer. Furthermore, upon completion of the review process, the New World Systems representative will present the Customer with a final sign-off document.

**Customer's responsibilities:** With the New World Systems representative, the Customer will demonstrate the system is setup and configured as designed. The Customer will provide final sign-off that each item has been completed. Any exceptions will be remedied or documented with planned resolution included on the sign-off sheet.

#### Inputs (prerequisites):

1. Pre-Trip Report (if conducted on-site)
2. Build Plan
3. Verify Requirements Document(s) for:
  - a. Custom Software
  - b. Custom Interfaces
4. Standard interfaces
5. State reporting (UCR, IBR, NFIRS, etc)
6. Data conversion
7. Geo-files
8. Issues/Risk Tracking Log
9. Project Plan
10. Business Process Review
11. Discovery/Project Management Plan

#### Outputs (completion criteria):

1. Post-Trip Report (if conducted on-site)
2. Approved sign-off the system is ready for transition phase activities

#### *Master File Review*

**Overview:** Step 6, Aegis Build is the foundation of the Aegis application configuration. Once completed, the New World Systems' Application Specialist reviews the Build Plan with Customer's build team to insure the Aegis application has been configured as outlined in the Build Plan. The Application Specialist will also conduct with each build team a mini user training class to assure the system is setup to the customer's desire. The Application Specialist will also work with the customer build teams to develop the application training plan.

# Exhibit K: Statement of Work

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## **New World Systems' responsibilities:**

1. Application Specialist will review the Build Plan and audit the Customer's Aegis MSP installation to validate the configuration and completion of the build plans for each module.
2. Working with the customer build team the Application Specialist will build a training plan for each application (i.e. CAD, LERMS, CMS, FRMS)
3. The Application Specialist will conduct a mini user training class with each build team to test the software setup and configuration and confirm the software functions as desired. This will also help determine the training courses each of the customer's personnel need to attend for each module.

## **Customer's responsibilities:**

1. Customer build team will confirm all work has been completed against the Build Plan. The build team must walk through their work and assist New World Systems by identifying questions or concerns encountered during the build process.
2. Customer build team will assist the Application Specialist in building a training plan for each of the major applications ( i.e. CAD, LERMS, CMS and FRMS)
3. Customer build team will participate in a mini user training class to confirm the setup and configuration of all software modules.

## **Inputs (prerequisites):**

1. Pre-Trip Report (if conducted on-site)
2. Build Plan
3. Master File Workshop instruction materials
4. State reporting requirements including data requirements, contact information, data submission deadlines and transition plan
5. Issues/Risk Tracking Log
6. Project Plan
7. Project Management Plan
8. Training Plan

## **Outputs (completion criteria):**

1. Post-Trip Report (if conducted on-site)
2. Updated Issues/Risk Tracking Log
3. Updated Project Plan
4. Updated and approved Build Plan
5. Training Plan
6. Confirmation master file set-up is complete



## **PHASE: Construction**

### ***Approval to Proceed***

**Overview:** The Aegis Project Methodology construction phase consists of 6 distinct steps. These steps are critical to building the Aegis application in order to function appropriately in the Customer's unique environment.

At the conclusion of the construction phase the Approval to Proceed document is used to confirm project management is aware of the overall progress of the implementation according to the Project Plan and what will be required of every team member in order to successfully deploy the Aegis application. The signature of each manager represents their commitment to making sure their respective members of the build team will be able to meet the requirements of the plan

Signing Approval to Proceed documents authorizes the project team to begin work on the transition phase of the implementation. Without all required signatures the team is unable to continue the implementation until all questions are addressed and all project team signatures are obtained.

Project team signatures required are:

1. Customer Project Manager
2. Customer Executive Manager
3. New World Systems Executive Manager
4. New World Systems Project Manager

**New World Systems' responsibilities:** Executive management and the Project Manager are responsible for signing the Approval to Proceed document. Prior to requesting signatures, the contents of this document should be discussed with the Customer to insure that all questions have been addressed and exceptions are incorporated into the document.

**Customer's responsibilities:** Executive management and the Project Manager are responsible for signing the Approval to Proceed document. As this event approaches it is critical the Customer review the current project phase to insure all steps have been completed. Any exceptions should be identified and acceptable resolution plans included in the sign-off document.

**Inputs (prerequisites):**

1. Pre-Trip Report (if conducted on-site)
2. Approval to Proceed
3. Final Project Plan
4. Business Process Review
5. Discovery/Project Management Plan
6. Build Plan
7. Issues/Risk Tracking Log



## Exhibit K: Statement of Work

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### **Outputs (completion criteria):**

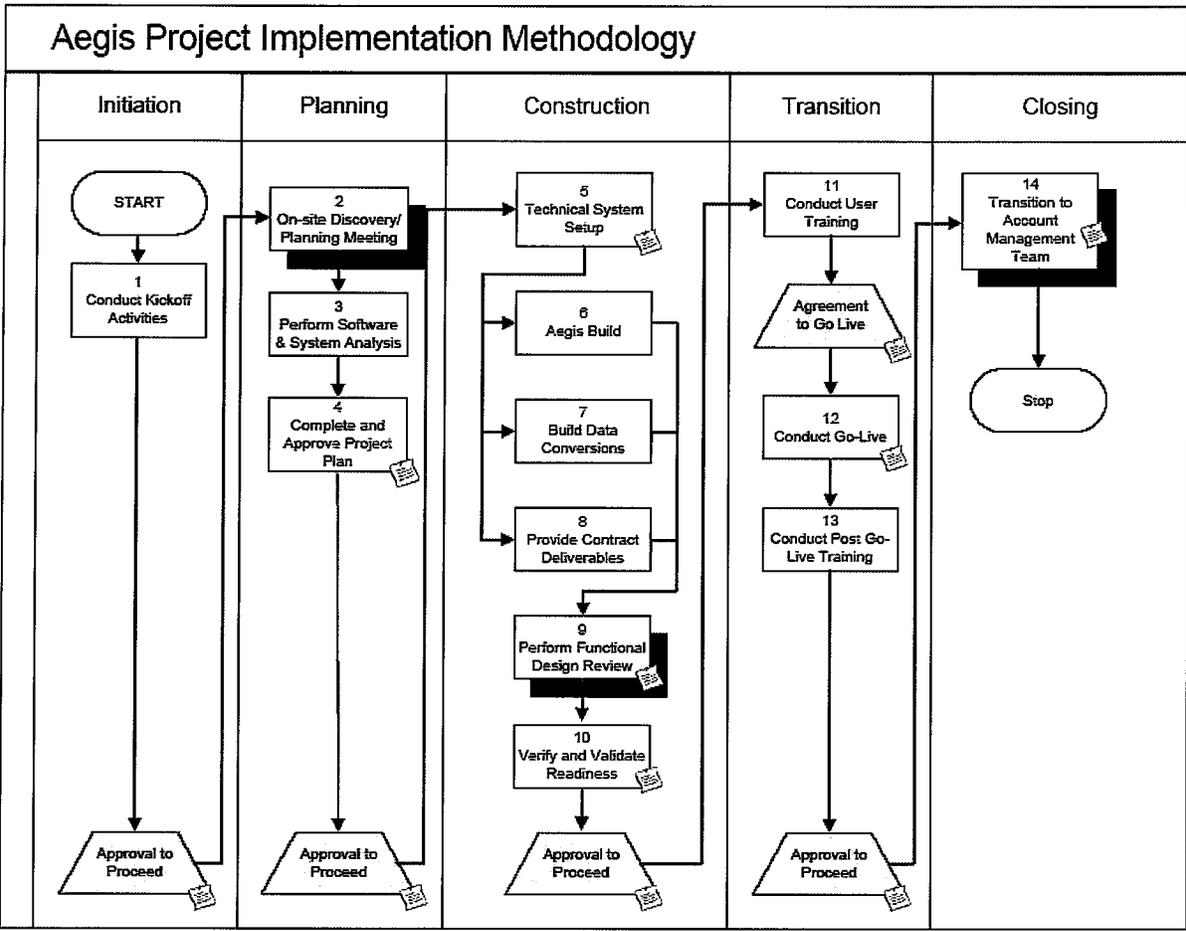
1. Post-Trip Report (if conducted on-site)
2. Signed Approval to Proceed (Requires Project Manager and Executive Manager signatures from New World Systems and Customer)
3. Copies of Approval to Proceed documents distributed to all parties

# Exhibit K: Statement of Work

## PHASE: TRANSITION

**Purpose:** Train users, perform data conversion, execute go-live and complete post-go-live activities

**Description of Phase:** The transition phase consists of 4 steps. During this phase, New World Systems and Customer project teams review the system, verify and validate readiness for go-live, train users, cut over from legacy systems and complete post go-live requirements.



**LEGEND**

- Task
- Task Includes Customer Executive Review Meetings
- NWS & Customer Senior Level Meeting resulting in a Go/ No-Go Decision to move into next Phase
- Requires Authorized Customer Signoff

# Exhibit K: Statement of Work

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## PHASE: Transition

### Step 11: Conduct User Training

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**Overview:** During this step, New World Systems' Application Specialist(s) provide user training to Customer staff.

**New World Systems' responsibilities:** New World Systems' Application Specialist will provide on-site training services to assigned Customer staff. Training options include:

#### **Train-the-Trainer Training (TTT)**

This training consists of a New World System' Application Specialist providing onsite very detailed training (typically 60-80 hours) to agency representatives. The Train-the-Trainer course is designed to take agency certified (either locally or by their state) trainers, train them on the New World Systems software, and certify they have the knowledge base to successfully train other members of their agency. This training also includes problem solving techniques to ensure an effortless transition with minimal interruptions during their training sessions. Additionally, students are provided training techniques and detailed lesson plans on their specific modules.

#### **Subject Matter Expert Training (SME)**

This training consists of a New World System' Application Specialist providing onsite training to agency selected staff who will become the in-house subject matter experts on the module being trained (typically 32-40 hours). This training option includes problem solving techniques to ensure an effortless transition with minimal interruptions during their training sessions. Students will be provided class handouts developed by New World Systems.

#### **User Training**

If a Train-the Trainer approach is not preferred, New World Systems can provide agency defined User Training course.

This training consists of a New World System' Application Specialist providing an onsite training course specific to a user's job assignment. Each course consists of agency defined software classes needed to be proficient in their areas of responsibility utilizing the New World Systems software.

**Customer's responsibilities:** Assign and schedule appropriate staff to attend training sessions. Provide and schedule necessary facilities for training sessions. Confirm staff participation in training, as scheduled.

#### **Inputs (prerequisites):**

1. Pre-Trip Report (if conducted on-site)

## Exhibit K: Statement of Work

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2. Training materials
  - a. Lesson Plan
  - b. User Guide
  - c. Written Proficiency Examinations

**Outputs (completion criteria):**

1. Post-Trip Report (if conducted on-site)
2. Written Proficiency Examination results



### **PHASE: Transition**

#### ***Agreement to Go-Live***

**Overview:** Prior to transitioning the Aegis application to the live environment, New World Systems and Customer build team members agree to a final “Go/No Go” decision. Many months of work have lead up to this event and this is a final opportunity to review the overall project status to insure that all requirements for a go-live event has been completed the go-live event can occur with minimal disruption or risk.

A “Go” decision initiates the next steps of the transition phase and authorizes New World Systems to provide the resources required to successful transition the Aegis application to the live environment.

A “No Go” decision requires a review of the factors leading to the decision and New World Systems and the Customer will need to identify corrective steps and plan adjustments to reach an acceptable solution to the concerns. The Project Plan must be adjusted to reflect this decision and the impact of the decision on the transition to a live environment.

It is imperative the transition to a production Aegis system be a non-stressful event to the users in order for agency personnel to adopt the solution. Both New World Systems and Customer build team members have an obligation to honestly and accurately assess the system’s readiness to insure a smooth transition. If any build team member has concerns with the state of the system or the plan for go-live it is during this process that these concerns must be addressed to the team’s satisfaction prior to accepting a “Go” decision.

Project team signatures required for “Go/No Go” decision are:

1. Customer Project Manager
2. Customer Executive Manager
3. New World Systems Executive Manager
4. New World Systems Project Manager

**New World Systems’ responsibilities:** Executive management and the Project Manager are responsible for signing the “Go/No Go” Approval to Proceed document. Prior to requesting signatures, a project overview should be presented to the Customer to insure that all questions have been addressed and exceptions have been met.

**Customer’s responsibilities:** Executive management and the Project Manager are responsible for signing the Approval to Proceed document. As this event approaches it is critical the Customer review the current project phase to insure all steps have been completed. Any exceptions should be identified and acceptable resolution plans included in the sign-off document.

## Exhibit K: Statement of Work

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### **Inputs (prerequisites):**

1. Pre-Trip Report (if conducted on-site)
2. Approval to Proceed
3. Final Project Plan
4. Business Process Review
5. Discovery/Project Management Plan
6. Build Plan
7. Issues/Risk Tracking Log
8. Project Plan

### **Outputs (completion criteria):**

1. Post-Trip Report (if conducted on-site)
2. Signed Approval to Proceed document (Requires Project Manager and Executive Manager signatures from New World Systems and Customer)
3. Copies of Approval to Proceed documents distributed to all parties

## PHASE: Transition

### Step 12: Conduct Go-Live

---

#### A. Perform Data Conversion

**Overview:** Using the established guidelines from the contract, execute the data conversion to migrate data from legacy systems to the Aegis application. Depending on Project Plan requirements, this conversion can be completed in one or two phases as part of pre-live, live or post live operations. New World System's strongly recommends the data conversion occurs during the go-live event.

#### New World Systems' responsibilities:

1. Follow established Data Conversion/Migration Plan. The plan will identify data sources to be converted, data sources to be migrated, the database type, database design and any detected data mapping issues or exceptions.
2. Execute Data Conversion as outline in Project Plan to insure legacy data can be accessed on production systems as confirmed through previous conversion tasks completed as part of steps 14 and 19.

#### Customer's responsibilities:

1. Provide New World Systems with access to production server and window of down-time required to execute conversion.
2. Analyze data and document any discrepancies or concerns with data conversion.
3. Provide dedicated internal contact for support and assistance with data conversion operations.

#### Inputs (prerequisites):

1. Pre-Trip Report (if conducted on-site)
2. Data Conversion Packet
3. Approved Data Conversion/Migration Plan

#### Outputs (completion criteria):

1. Customer review and sign off on Acceptance of Data Conversion
2. Post-Trip Report (if conducted on-site)

#### B. Execute Go Live

**Overview:** With assistance from New World Systems, Customer goes live on modules and interfaces identified in the agreement and as documented in the Project Plan.



## Exhibit K: Statement of Work

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### **New World Systems' responsibilities:**

1. New World Systems build team assistance for all modules going live (i.e. CAD, LERMS, CMS, FRMS and Mobile.)
2. New World Systems assists Customer in preparing production server for go-live
  - a. Run SQL go-live script
  - b. Set counters
  - c. Other maintenance tasks
3. Provide final updates, if any, to the following:
  - a. Standard software
  - b. Custom Software
  - c. Hardware
  - d. Interfaces
  - e. State reporting
  - f. Data conversion
  - g. Geo-files
4. New World Systems' on-site staff cleared to depart Customer site

### **Customer's responsibilities:**

1. Customer goes live with appropriate modules identified in the Customer Agreement
2. Provide build team members to assist with go-live for each of the modules going live as first line support

### **Inputs (prerequisites):**

1. Pre-Trip Report
2. Signed Go-Live Approval to Proceed document
3. Standard software
4. Custom software
5. Interfaces
6. State reporting
7. Data conversion
8. Geo-files
9. Pre go-live preparations
  - a. System preparation
  - b. Team preparation
  - c. Preparatory meeting with Customer



## Exhibit K: Statement of Work

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### **Outputs (completion criteria):**

1. Post-Trip Report (if conducted on-site)
2. Updated Issues\Risk Tracking Log

### **C. Conduct Turnover Meeting**

**Overview:** During this step the Customer is introduced to the MSP and/or Mobile Customer Support department(s). The managers for both MSP and Mobile Customer Support teams introduce their department structure and review the services each team provides.

### **New World Systems' responsibilities:**

1. Project Manager schedules the customer support turnover meeting with Customer and managers of MSP and Mobile Customer Support departments
2. Project Manager coordinates conference call between Customer and support managers
3. Managers of MSP and Mobile Customer Support create and distribute agenda

### **Customer's responsibilities:**

1. Provide appropriate personnel for the support turnover meeting
2. Provide a location with a conference phone for the support turnover meeting

### **Inputs (prerequisites):**

1. Pre-Trip Report (if conducted on-site)
2. Agenda
3. Scheduled meeting
4. Issues\Risk Tracking Log

### **Outputs (completion criteria):**

1. Post-Trip Report (if conducted on-site)
2. Updated Issues\Risk Tracking Log



# Exhibit K: Statement of Work

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## PHASE: Transition

### Step 13: Post Go-Live Activities

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#### A. Conduct Post Go-Live Training

**Overview:** During the initial go-live event users often focus on a small set of operations required to complete the basic functions of their assignments. New World Systems has determined that post go-live training is critical to assist users with expanding their use of the Aegis application. During post go-live training, users are reminded of the advanced features of the application and have an opportunity to interact with New World Systems' staff to determine best practices for on-going application operations.

**New World Systems' responsibilities:** The Project Manager works with the Customer to identify areas requiring post live training. Many times, Customer's support activity will identify areas of concern where users may be struggling with the application. The Project Manger will review the Customer's support history as well as work with the Customer's Project Manager to identify areas that should receive post go-live training.

The New World Systems' Application Specialist will provide training services to assigned Customer staff using remote tools (Webex, NetMeeting, etc.) or on-site as required.

**Customer's responsibilities:** Work with the New World Systems' Project Manager to identify areas of refresher training required and assign appropriate staff to attend training. Schedule training date, time and facilities for refresher training.

#### Inputs (prerequisites):

1. Pre-Trip Report (if conducted on-site)
2. Contact with Customer to establish training needs
3. Training materials
  - a. Lesson Plan
  - b. User Guide
  - c. Written Proficiency Examinations

#### Outputs (completion criteria):

1. Post-Trip Report (if conducted on-site)
2. Written Proficiency Examinations

#### B. Compliance Submission(s)

**Overview:** As part of normal operations, agencies are required to submit crime statistic reports to the state (IBR, UCR, NIBRS, etc.) on a monthly basis. During the transition to a new system, state agencies will work with local law enforcement agencies to develop a plan to allow the system to adopt the new technology in their environment and submit reports after a period of operation.

As part of the construction of the Aegis application, New World Systems works with the agency to implement state reporting rules. The first full test of these rules occurs 60 to 90 days after go-live, when

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## Exhibit K: Statement of Work

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agency personnel are ready to submit the first month of data. State reporting and editing can be a significant challenge and to assist Customers with this event New World Systems schedules and assigns an Application Specialist to assist the Customer with their first submission process. This must occur 60 to 90 days after go-live to insure the Customer has data for submission to the state.

**New World Systems' responsibilities:** New World Systems' Application Specialist will provide training services and support to assigned Customer staff to submit, edit and correct state required statistical crime reports.

**Customer's responsibilities:** Identify primary and secondary staff responsible for submission and correction of state reports. Also, identify state contact and state testing procedures to insure the state is prepared to assist with the analysis and evaluation of report submissions in order to expedite returns and error reporting.

**Inputs (prerequisites):**

1. Pre-Trip Report (if conducted on-site)
2. State contact for submission management
3. A minimum of 60 days of live operation on the Aegis application
4. Documented state submission requirements
5. Training facilities
6. Agency staff identified as primary and secondary parties responsible for state submission

**Outputs (completion criteria):**

1. Post-Trip Report (if conducted on-site)
2. State submission within accepted error rates

### **PHASE: Transition**

#### ***Approval to Proceed***

**Overview:** The transition phase consists of 4 distinct steps. These steps are critical to deploy the Aegis application in the production environment. At the end of this phase, the Aegis application is considered fully live and functional in the Customer's environment with all required components delivered and operational

At the conclusion of the transition phase the Approval to Proceed document is used to confirm project management is aware of the overall deployment of the Aegis implementation and the delivery of the application has meet the requirements of the Project Plan and contract. The signature of each manager represents their concurrence that the Aegis application is complete and fully operational.

Signing Approval to Proceed documents authorizes the project team to begin work on the closing phase of the implementation. Without all required signatures the team is unable to continue the implementation until all questions are addressed and all project team signatures are obtained.

Project team signatures required are:

1. Customer Project Manager
2. Customer Executive Manager
3. New World Systems Executive Manager
4. New World Systems Project Manager

**New World Systems' responsibilities:** Executive management and the Project Manager are responsible for signing the Approval to Proceed document. Prior to requesting signatures, the contents of this document should be discussed with the Customer to insure that all questions have been addressed and exceptions are incorporated into the document.

**Customer's responsibilities:** Executive management and the Project Manager are responsible for signing the Approval to Proceed document. As this event approaches it is critical the Customer review the current project phase to insure all steps have been completed. Any exceptions should be identified and acceptable resolution plans included in the sign-off document.

#### **Inputs (prerequisites):**

1. Pre-Trip Report (if conducted on-site)
2. Approval to Proceed
3. Final Project Plan
4. Business Process Review
5. Discovery/Project Management Plan
6. Build Plan
7. Issues/Risk Tracking Log



## Exhibit K: Statement of Work

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### **Outputs (completion criteria):**

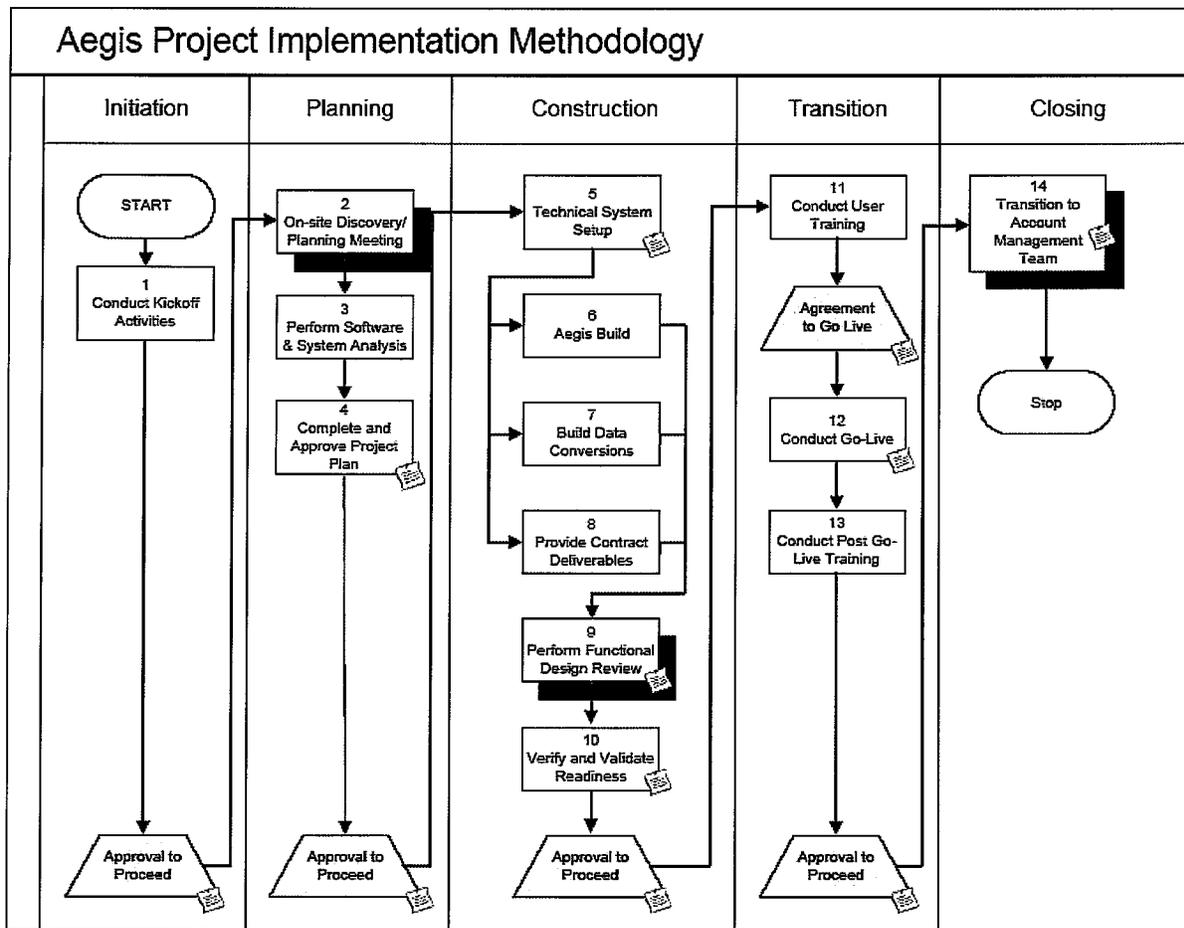
1. Post-Trip Report (if conducted on-site)
2. Signed Approval to Proceed (Requires Project Manager and Executive Manager signatures from New World Systems and Customer)
3. Copies of Approval to Proceed documents distributed to all parties

# Exhibit K: Statement of Work

## PHASE: CLOSING

**Purpose:** Review the project, approve closure, disengage project management and formally transfer Customer to account management team

**Description of Phase:** The closing phase consists of 1 step. During this phase, New World Systems Project Manger reviews the project with executive management, close out all remaining documentation tasks and disengage from the project. The Account Management Team assumes all responsibilities for ongoing support of the system and Customer.



**LEGEND**

- Task
- Task Includes Customer Executive Review Meetings
- NWS & Customer Senior Level Meeting resulting in a Go/ No-Go Decision to move into next Phase
- Requires Authorized Customer Signoff

### **PHASE: Closing**

#### **Step 14: Transition to Account Management**

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**Overview:** During this event, New World Systems Project Manager will schedule a formal turnover of the Customer to the New World Systems Account Management team which includes Executive Sponsor, Customer Support and Customer Care.

Many of these individuals will have been part of the project build team so this transition should be relatively seamless. The assigned Project Manager will be disengaged from the Customer's implementation project.

**New World Systems' responsibilities:** The New World Systems Project Manager will coordinate a meeting, either via teleconference or on-site, to review the project status and transition ongoing communications with the Customer to the assigned Account Team.

**Customer's responsibilities:** Assign appropriate Customer staff to attend the turnover meeting.

**Inputs (prerequisites):**

1. Schedule the meeting
2. Project closure sign-off document

**Outputs (completion criteria):**

1. Customer Care Call Report (internal document)

**EXHIBIT L**  
**PROJECT CHANGE ORDER FORM**



**PROJECT CHANGE ORDER**



**Customer:** \_\_\_\_\_ **Contract Date:** \_\_\_\_\_

**Project Code(s) being modified:** \_\_\_\_\_

**Submitted by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Problem/Concern/Reason for Scope Change:** \_\_\_\_\_

**Description of Scope Change:** \_\_\_\_\_

**Consequences of Scope Change:** \_\_\_\_\_

Time:

Cost:

Effort:

Quality:

Resource:

**Special Considerations:** \_\_\_\_\_

**Approved By: (Customer)** \_\_\_\_\_

Name/Title:

Date:

Signature:

**Approved By: (New World)** \_\_\_\_\_

Name/Title:

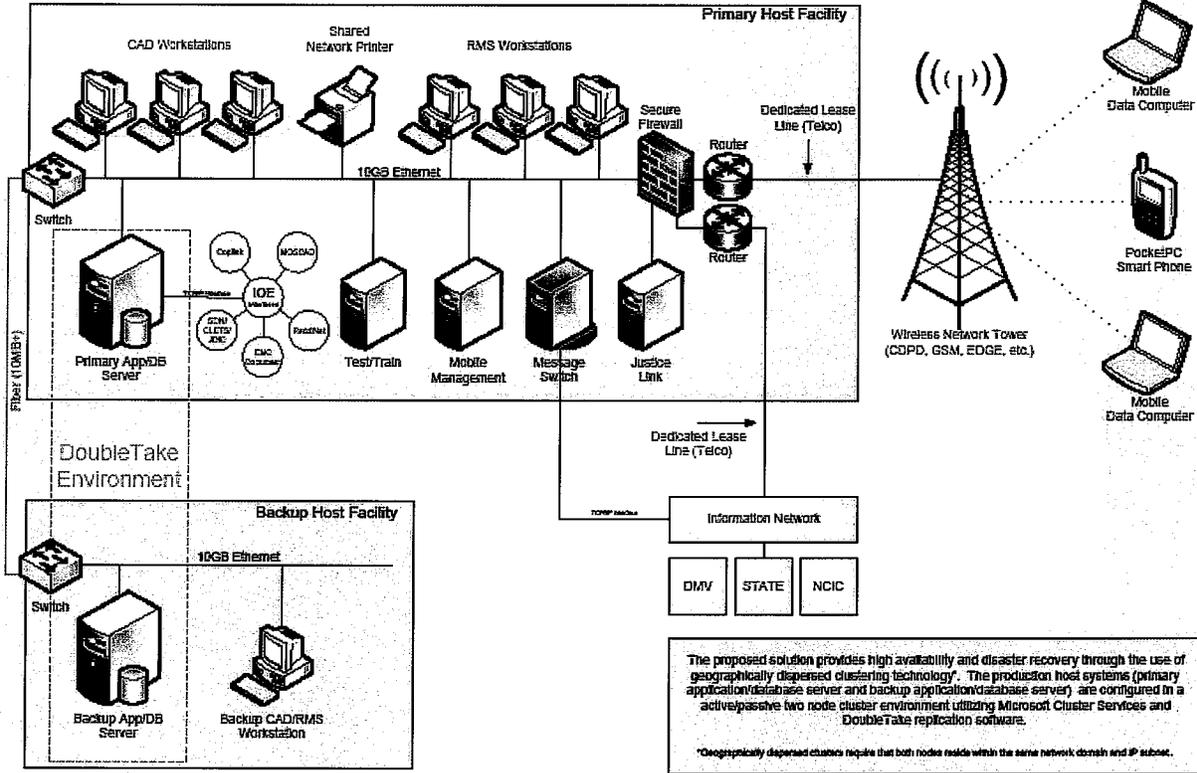
Date:

Signature:

**EXHIBIT M**  
**PROPOSED SYSTEM IMPLEMENTATION**

City of Beverly Hills, CA  
Proposed System Implementation (Disaster Recovery Model)

EXHIBIT M



CUSTOMER CONFIDENTIAL - 2010 New Word Systems (Rev. 09/15/2010)



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

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

City of Beverly Hills  
9355 Civic Center Drive  
Level B  
Beverly Hills, CA 90210

The payments for Appendix 1 Services are covered under the Cost Summary and Payment Schedule in Exhibit AA.

**Customer** is responsible for the site preparation and related costs to install the Exhibit 1 Third Party products. **Customer** is responsible for any returned product charges, including re-stocking and shipping fees, for all Third Party products ordered by **New World** on the **Customer's** behalf. Travel Expenses incurred by **New World** are in addition to the Exhibit 1 cost and will be billed weekly as incurred.

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

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

**EXHIBIT 1**  
**CONFIGURATION**

**THIRD PARTY SOFTWARE**

<b>1. Embedded Third Party Software</b>		\$12,500
	<i>(includes all Third Party executable components)</i>	
<b>2. GIS Software</b>		24,450
	CAD	
	- CAD Workstations using ArcGIS Engine Runtime (7 workstations)	500 Ea. 3,500
	Mobile	
	- Mobile In-Car Mapping and Routing (60 units)	250 Ea. 15,000
	Geo-File Maintenance Software (ESRI ArcEditor) - per workstation	5,950
<b>3. Diagramming Software (Scene PD)</b>		
	112 units	25,760

**THIRD PARTY HARDWARE**

<b>4. Hardware, System Software &amp; Services</b>		148,090
	Application/Database/Test/Training Servers	77,550
	Mobile Server	11,650
	Aegis Link/Web CAD Monitor Server	11,650
	Message Switch	19,265
	Property Room Bar Code Kit	6,275
	Mugshot Camera	1,450
	CAD Workstations (qty 7)	17,750
	Property Signature Pad – (5) Topaz Signature Gem Devices	2,500

**TOTAL THIRD PARTY COSTS**

**\$210,800**

#### ESRI Notes

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

**CORE SERVERS****SYSTEM HARDWARE****INVESTMENT****Application/Database Server (Primary/Active Node)**

IBM System x3650 M3 2U Rack Server	\$14,300
- (2) Intel Xeon X5650 6 Core 2.66GHz, 12MB Cache Processors	
- 32GB (4 X 8GB) ECC DDR3 1333MHz LP RDIMM	
- (2) 300GB 10K-rpm Hot Swap SAS Hard Drives (RAID 1)	
- (5) 300GB 10K-rpm Hot Swap SAS Hard Drives (RAID 5)	
- (1) 300GB 10K-rpm Hot Swap SAS Hard Drive (Hot Spare)	
- ServeRAID M5015 SAS/SATA Controller - 512MB Cache	
- ServeRAID M5000 Series Battery Assembly	
- Redundant Power Supplies	
- (2) Emulex 10GbE Virtual Fabric Adapters	
- DVD/ROM	
- No Keyboard/Video/Mouse (Install in Existing Customer Rack)	
- 5 Year On-site Repair 24X7 4-Hour Response	

**Application/Database Server (Secondary/Passive Node)**

IBM System x3650 M3 2U Rack Server	14,300
- (2) Intel Xeon X5650 6 Core 2.66GHz, 12MB Cache Processors	
- 32GB (4 X 8GB) ECC DDR3 1333MHz LP RDIMM	
- (2) 300GB 10K-rpm Hot Swap SAS Hard Drives (RAID 1)	
- (5) 300GB 10K-rpm Hot Swap SAS Hard Drives (RAID 5)	
- (1) 300GB 10K-rpm Hot Swap SAS Hard Drive (Hot Spare)	
- ServeRAID M5015 SAS/SATA Controller - 512MB Cache	
- ServeRAID M5000 Series Battery Assembly	
- Redundant Power Supplies	
- (2) Emulex 10GbE Virtual Fabric Adapters	
- DVD/ROM	
- No Keyboard/Video/Mouse (Install in Existing Customer Rack)	
- 5 Year On-site Repair 24X7 4-Hour Response	

**Test/Training Server**

IBM System x3650 M3 2U Rack Server	14,300
- (2) Intel Xeon X5650 6 Core 2.66GHz, 12MB Cache Processors	
- 32GB (4 X 8GB) ECC DDR3 1333MHz LP RDIMM	
- (2) 300GB 10K-rpm Hot Swap SAS Hard Drives (RAID 1)	
- (5) 300GB 10K-rpm Hot Swap SAS Hard Drives (RAID 5)	
- (1) 300GB 10K-rpm Hot Swap SAS Hard Drive (Hot Spare)	
- ServeRAID M5015 SAS/SATA Controller - 512MB Cache	
- ServeRAID M5000 Series Battery Assembly	
- Redundant Power Supplies	
- (2) Emulex 10GbE Virtual Fabric Adapters	

- DVD/ROM
- No Keyboard/Video/Mouse (Install in Existing Customer Rack)
- 5 Year On-site Repair 24X7 4-Hour Response

**Tape Backup Solution**

Customer to Use Existing Enterprise Backup N/A

**Total System Hardware \$42,900**

<b>SYSTEM SOFTWARE</b>	<b>INVESTMENT</b>
<b>Application/Database Server (Primary/Active Node)</b>	
(1) Microsoft Windows 2008 Server (R1) - Enterprise Edition (64-Bit)	\$1,850
(250) Microsoft Windows 2008 Server - User/Device CALs	Cust. Provided
(2) Microsoft SQL 2008 Server - Standard Processor License (Production)	11,000
(1) DoubleTake for Windows - Advanced Edition (Includes 1st Year Maint.)	4,200
(4) Additional Year Maintenance for DoubleTake for Windows	3,800
(1) Microsoft Word 2007	Cust. Provided
(1) Microsoft Excel 2007	Cust. Provided
 <b>Application/Database Server (Secondary/Passive Node)</b>	
(1) Microsoft Windows 2008 Server (R1) - Enterprise Edition (64-Bit)	\$1,850
(1) DoubleTake for Windows - Advanced Edition (Includes 1st Year Maint.)	4,200
(4) Additional Year Maintenance for DoubleTake for Windows	3,800
 <b>Test/Training Server</b>	
(1) Microsoft Windows 2008 Server (R1) - Enterprise Edition (64-Bit)	\$1,850
(1) Microsoft SQL 2008 Server - Standard w/10 CALs (Test)	2,100
(1) Microsoft Word 2007	Cust. Provided
(1) Microsoft Excel 2007	Cust. Provided
<b>Total System Software</b>	<b>\$34,650</b>
<b>TOTAL INVESTMENT</b>	<b><u>\$77,550</u></b>

## MOBILE SERVERS

### SYSTEM HARDWARE

### INVESTMENT

#### Mobile Server

IBM System x3650 M3 2U Rack Server	\$9,800
- (2) Intel Xeon X5650 6 Core 2.66GHz, 12MB Cache Processors	
- 8GB (2 X 4GB) ECC DDR3 1333MHz LP RDIMM	
- (2) 300GB 10K-rpm Hot Swap SAS Hard Drives (RAID 1) + HS	
- (1) 300GB 10K-rph Hot Swap SAS Hard Drive (Hot Spare)	
- ServeRAID M5015 SAS/SATA Controller - 512MB Cache	
- ServeRAID M5000 Series Battery Assembly	
- Redundant Power Supplies	
- (2) Emulex 10GbE Virtual Fabric Adapters	
- DVD/ROM	
- No Keyboard/Video/Mouse (Install in Existing Customer Rack)	
- 5 Year On-site Repair 24X7 4-Hour Response	

**Total System Hardware** **\$9,800**

### SYSTEM SOFTWARE

### INVESTMENT

#### Mobile Server

(1) Microsoft Windows 2008 Server (R1) - Enterprise Edition (32-Bit)	\$1,850
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**Total System Software** **\$1,850**

**TOTAL INVESTMENT** **\$11,650**

## AEGIS LINK/WEB CAD MONITOR SERVERS

### SYSTEM HARDWARE

### INVESTMENT

#### Aegis Link/Web CAD Monitor Server

IBM System x3650 M3 2U Rack Server	\$9,800
- (2) Intel Xeon X5650 6 Core 2.66GHz, 12MB Cache Processors	
- 8GB (2 X 4GB) ECC DDR3 1333MHz LP RDIMM	
- (2) 300GB 10K-rpm Hot Swap SAS Hard Drives (RAID 1) + HS	
- (1) 300GB 10K-rph Hot Swap SAS Hard Drive (Hot Spare)	
- ServeRAID M5015 SAS/SATA Controller - 512MB Cache	
- ServeRAID M5000 Series Battery Assembly	
- Redundant Power Supplies	
- (2) Emulex 10GbE Virtual Fabric Adapters	
- DVD/ROM	
- No Keyboard/Video/Mouse (Install in Existing Customer Rack)	
- 5 Year On-site Repair 24X7 4-Hour Response	

**Total System Hardware** **\$9,800**

### SYSTEM SOFTWARE

### INVESTMENT

#### Aegis Link/Web CAD Monitor Server

(1) Microsoft Windows 2008 Server (R1) - Enterprise Edition (64-Bit)	\$1,850
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**Total System Software** **\$1,850**

**TOTAL INVESTMENT** **\$11,650**

**MESSAGE SWITCH****SYSTEM HARDWARE** **INVESTMENT**

<b>IBM POWER 7 Model 710 Express (Message Switch) 8231-E2B</b>	<b>\$8,715</b>
- (2) USB 160GB Removable Disk Drives (System Backup)	
- USB Internal Docking Station for Removable Disk Drives	
- (1) Dual Port 10GB HEA Daughter Card (Copper)	
- (2) 146GB 15K-RPM SFF SAS Disk Drives	
- Primary OS - AIX	
- 8GB (2X4GB) System Memory	
- Power GXT145 Graphics Adapter	
- (2) 1725W AC Power Supplies (Primary & Redundant)	
- SATA Slimline DVD-RAM	
- (2) 6' Power Cords, 125V, 15A - Plug Type #4	
- Chassis with One Processor Planar	
- 4 Core 3.0GHz POWER 7 Processor Module	
- Language Group Specify - US English	
<b>Total System Hardware</b>	<b>\$8,715</b>

**SYSTEM SOFTWARE** **INVESTMENT**

<b>IBM POWER 7 Model 710 Express (Message Switch) 8231-E2B</b>	
- IBM AIX Standard Edition Ver. 7.1	N/C
- Per Processor Activation - 4 Core	\$2,000
- DVD Process Charge	\$50
<b>Total System Software</b>	<b>\$2,050</b>

**IBM SERVICES** **INVESTMENT**

<b>IBM POWER 7 Model 710 Express (Message Switch) 8231-E2B</b>	
- 5 Year HW/SW Maintenance, 24X7X4 WSU	\$6,000
<b>Total IBM Services</b>	<b>\$6,000</b>

**NEW WORLD PROFESSIONAL SERVICES** **INVESTMENT**

<b>RS/6000 Installation Support<sup>1</sup></b>	<b>\$2,500</b>
<b>Total New World Services</b>	<b>\$2,500</b>
<b>TOTAL INVESTMENT</b>	<b><u>\$19,265</u></b>

**PROPERTY ROOM BAR CODE HARDWARE**

<b>COMPONENTS</b>	<b>INVESTMENT</b>
<b>(2) Motorola MC5590-PK0DKQA7WR Handheld Mobile Computer</b>	<b>\$2,900</b>
- Windows Mobile 6.1 Operating System	
- 128/256MB System Memory	
- Ruggedized Construction	
- QWERTY Keypad	
- Integrated 802.11A/B/G Wireless	
- Integrated Bluetooth	
- Integrated 2D Imager	
- Color 3.5" QVGA (320X240) Touch Panel LED Display	
- Standard 1X2400 MAH Battery	
<b>(2) Motorola LS2208-SR20007R-UR USB Handheld Scanner, Black</b>	<b>350</b>
- Corded Mid-range 1D Scanner	
- Includes Hands-free Intellistand, USB Cable & Installation CD	
<b>(3) Zebra LP/TLP 2844-10300-0001 Thermal Transfer Bar Code Printer</b>	<b>1,725</b>
- 4" Print Width	
- 203 dpi Print Resolution	
- 512KB Flash / 256KB SDRAM Memory	
<b>Total Bar Code Hardware</b>	<b>\$4,975</b>

<b>ACCESSORIES</b>	<b>INVESTMENT</b>
<b>(2) Motorola CRD5500-100UR 1-Slot USB Cradle Kit for MC55</b>	<b>\$340</b>
<b>(2) Motorola 25-68596-01R USB Client Communication Cable</b>	<b>40</b>
<b>(1) Motorola AP-5131-40023-WWR Wireless Access Point Kit</b>	<b>620</b>
- 802.11A/B/G, Includes Dual Band Dipole Antennas, POE Power Supply	
<b>(2) Motorola BTRY-MC55EAB00 Standard 2400 MAH Spare Battery</b>	<b>120</b>
<b>(12) Zebra 800240-105 4"x1" Thermal Transfer Label Rolls</b>	<b>85</b>
<b>(12) Zebra 03200GS11007 4.3" X 244' Wax Resin Ribbon</b>	<b>75</b>
<b>(1) 243-006 6'USB Cable (Printer Connectivity)</b>	<b>10</b>
<b>(1) Motorola 23844-00-00R US AC Line Cord, 1.8M, NEMA 5-15P</b>	<b>10</b>
<b>Total Accessories</b>	<b>\$1,300</b>
<b>TOTAL INVESTMENT</b>	<b><u>\$6,275</u></b>

**MUGSHOT CAMERA**

<b>DESCRIPTION</b>	<b>INVESTMENT</b>
<b>Imaging Station Peripherals</b>	
(1) Sony EVI-D70 Pan/Tilt/Zoom Color NTSC Video Camera	\$1,200
(1) Sony VISCA 25FT RS-232C Control Cable	50
(1) 25FT S-Video Cable	50
(1) ViewCast Osprey 100 Video Capture Card - PCI	150
<b>TOTAL INVESTMENT</b>	<b><u>\$1,450</u></b>

## CAD WORKSTATIONS

### DESCRIPTION

#### Call Taker/Dispatcher Workstations

- (7) Lenovo ThinkCentre M58 Series Tower PC \$17,750
- Intel Pentium Dual Core 2.8GHz Processor
  - Microsoft Windows 7 with XP Downgrade Option
  - 4GB System Memory (2 DIMMs)
  - Preferred Pro USB Keyboard - US
  - Optical Wheel Mouse
  - 250GB SATA, 7200 RPM Hard Drive
  - Integrated GB Ethernet
  - DVD/ROM Drive
  - Integrated Audio w/Speakers
  - (4) ThinkVision L2250P 22" Wide LCD Monitors
  - NVIDIA Quadro NVS 450 Graphics Adapter (Supports 4 Monitors)
  - 4 Year On-site Repair 24X7 4-Hour Response

**TOTAL INVESTMENT**

**\$17,750**

### RECOMMENDED CLIENT SPECIFICATIONS (OTHER)

#### RMS Workstation

- Intel Core 2 Duo 3.16GHz, 1333 MHz FSB Processor
- 2GB System Memory
- 250GB SATA, 7200 RPM Hard Drive
- Integrated GB Ethernet
- DVD/ROM Drive
- Integrated Graphics Adapter
- (1) 19" Flat Panel Color Monitor
- Microsoft Windows 7 with XP Downgrade Option

#### Mobile Data Computer

- Mobile Intel Pentium M 1GHz
- 2GB System Memory
- 80GB Hard Drive
- 13.3" TFT Active Matrix Color Display
- Integrated Data Radio/Modem (Optional)
- DVD/ROM Drive
- Microsoft Windows 7 with XP Downgrade Option

**SIGNATURE CAPTURE HARDWARE**

<b>DESCRIPTION</b>	<b>INVESTMENT</b>
<b>(5) Topaz SignatureGem Signature Pad (P/N: Z-T-LBK755-BHSB-R)</b>	<b>\$2,500</b>
- USB Interface	
- 4.4" X 2.5" Backlit LCD Signature Area	
- 3 Year Limited Warranty	
<b>Total Signature Capture Hardware</b>	<b>\$2,500</b>

# **Attachment 2**

## STANDARD SOFTWARE MAINTENANCE AGREEMENT (SSMA)

This Standard Software Maintenance Agreement (SSMA) between **New World** and **Customer**, entered into on the Effective Date as that term is defined in the Standard Software License and Services Agreement dated October 20, 2010 (“**Agreement**”), sets forth the standard software maintenance support services provided by **New World**.

### 1. SSMA Period

This SSMA shall remain in effect for a term of five (5) years (the SSMA term) beginning on the delivery of Licensed Standard Software (“**Start Date**”) and ending on the same calendar date at the conclusion of the SSMA term. **New World** shall provide **Customer** no-charge SSMA for a period of 365 days from the Start Date. This SSMA may be renewed by the parties for additional one year terms upon issuance of a purchase order by the **Customer**.

### 2. Services Included

**New World** shall provide the following services during the SSMA term.

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

Items a, b, and c above will be distributed to **Customer** by electronic means.

Additional support services are available as requested by **Customer** at the Hourly Rate.

## Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

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

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

### 4. Billing

Maintenance costs will be billed annually.

### 5. Additions of Software to Maintenance Agreement

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

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

At any time during the warranty period or during the SSMA period, if Customer believes that the Licensed Standard Software does not conform to the current specifications set forth in this Agreement and the then-current New World user manuals, Customer shall notify New World in writing, email, or through the New World support website, that there is a claimed defect and specify what it believes to be defective. New World shall only accept notices of defect and requests for software correction from the Customer Liaison, unless the Customer Liaison is not available or the defect or software correction is believed by Customer to be so critical that immediate notification to New World is required. Documented examples of the claimed defect must accompany each notice. New World shall review the documented notice and when system operation, a feature or report, or any other feature or function of the Licensed Standard Software does not conform to the published specifications, New World shall provide software correction service at no charge. (See Section 4.0 ("Warranties and Representations") of the Agreement for the New World warranties provided). A custom request for change to Licensed Standard Software to include functionality which is not part of the software design, is handled as a billable Request For Service (RFS) (see Exhibit B – Project Management, Installation and Training Support Services and Fees, paragraph 5 of the Agreement). Customer may submit software enhancement suggestions for New World to consider. If New World, at its discretion, decides to add a software feature as a result of Customer's software enhancement suggestion, the feature will be added as Licensed Standard Software and there will be no additional charge.

During the term of this SSMA, New World shall furnish error, defect, fault, performance degradation, operation or malfunction correction in accordance with the Priority Categories below, based on Customer's determination of the severity of the error defect, fault, performance, operation or malfunction and New World's reasonable analysis of the priority of the Error, defect, fault, performance degradation, operation or malfunction.

- (a) **Priority 1:** *An Error, defect, fault, performance degradation, operation or malfunction which renders the Licensed Standard Software inoperative; or causes the Licensed Standard Software to fail catastrophically.*

## Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT

After initial assessment of the Priority 1 Error, defect, fault, performance degradation, operation or malfunction by a **New World** Call Center analyst, if required, **New World** shall assign a qualified product technical specialist(s) within one (1) hour, to diagnose and correct the Error, defect, fault, performance degradation, operation or malfunction. **New World** shall work continuously to make the correction, and shall provide ongoing communication to **Customer** concerning the status of the correction until the Licensed Standard Software is restored to operational status and confirmed as such by **Customer**. Immediately after notification of the Priority 1 event by **Customer**, **New World** shall offer to **Customer** workaround solutions, including patches, configuration changes, and operational adjustments and reverting to prior version of **New World**'s software.

The goal for correcting a Priority 1 event is 24 hours or less.

- (b) **Priority 2:** *An Error, defect, fault, performance degradation, operation or malfunction which substantially degrades the performance of the Software, but does not prohibit Customer's use of the Licensed Standard Software.*

**New World** shall assign a qualified product technical specialist(s) within four (4) hours, to diagnose and correct the Error, defect, fault, performance degradation, operation or malfunction. **New World** shall work diligently to make the correction, and shall provide ongoing communication to **Customer** concerning the status of the correction until the Licensed Standard Software is restored to operational status and confirmed as such by **Customer**. Immediately after notification of the Priority 2 event by **Customer**, **New World** shall offer to **Customer** workaround solutions, including patches, configuration changes, and operational adjustments and reverting to prior version of **New World**'s software.

The goal for correcting a Priority 2 event is five (5) Business Days, or less.

- (c) **Priority 3:** *An Error, defect, fault, performance degradation, operation or malfunction which causes only a minor impact on the use of the Licensed Standard Software.*

**New World** may include a correction in subsequent Licensed Standard Software releases.

### AEGIS

**Customer** may contact the following **New World** resources for management level issue resolution escalation:

Aegis Product Manager, currently Tom Wydra  
Vice President of Aegis Solution Consulting, currently Sandro Viselli  
Vice President of Aegis Professional Services, currently Nino DiCosmo

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

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

**Exhibit C / STANDARD SOFTWARE MAINTENANCE AGREEMENT**

**7. Maintenance Costs for Licensed Standard Software Packages Covered for MSP Servers**

New World agrees to provide software maintenance at the costs listed below for the New World Licensed Standard Software packages described in Exhibit A of the Agreement.

<u>Annual Maintenance Cost</u>	<u>Annual SSMA</u>	<u>Additional 24/7 Support</u>	<u>Combined</u>
Year 1	No charge	No charge	No charge
Year 2	\$145,000	\$30,000	\$175,000
Year 3	200,000	40,000	240,000
Year 4	200,000	40,000	240,000
Year 5	200,000	40,000	240,000
		TOTAL	\$895,000
5-year Pre-pay amount w/discount			<u>\$716,000</u>

The annual maintenance cost for Year 6 and beyond shall be negotiated by the parties at least 120 days before the termination of SSMA for Year 5.

**8. Non-Funding Provision**

Assuming all Exhibit A and B products and services have been paid for, as set forth in the Agreement, and after year one of the SSMA has been paid for and completed, in the event Customer does not appropriate funds to complete payments due under this SSMA, the amount due for the fiscal year not appropriated shall be terminated; provided, however, the Customer shall have given New World ninety (90) days written notice prior to the anniversary date that they are exercising the non-funding provision, and further provided that any other payments due to New World are fully paid, and further provided that New World's obligations and services under this SSMA shall also be terminated. Without Customer's fulfillment of the above provisions, Customer's obligation to pay New World the annual SSMA payments remains in effect through the expiration date of this SSMA Agreement.

**ACKNOWLEDGED AND AGREED TO BY:**

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

**CITY OF BEVERLY HILLS, CALIFORNIA**  
(Customer)

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

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

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

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

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