

# The City of Lemoore Site License Pricing



Application	Description	License Type	Requirements	User Licenses	Base Price	Additional License Price	Total
<b>Records Management System (RMS)</b>							
<b>Records Management</b>	NIBRS compliant incident management system. Incident report, Arrest report, Master Name Index, Master Business Index, extensive search and reports.	Concurrent User		14	\$ 5,600	\$ 2,825	\$ 42,325
<b>RMS Case Work Flow</b>	Provides users an overview of all of their assigned cases as well as work flow tools that allow cases to go through an approval process.	Concurrent User	RMS	7	\$ 2,375	\$ 1,200	\$ 9,575
<b>DMV Crash/Accident Reporting Module*</b>	Ability to enter and track information on the State DMV Crash/Accident form including drawing electronically the crash diagrams and have them attached to the form when printed.	Per Computer	RMS	6	\$ 3,000	\$ 1,000	\$ 8,000
<b>Citation Module</b>	Ability to enter and track citations and do reporting.	Concurrent User	RMS	2	\$ 3,000	\$ 2,375	\$ 5,375
<b>Evidence Tracking with Bar Coding</b>	Tracks location, chain of custody, disposition of evidence. Provides software necessary to print barcodes. Provides Software and Hardware necessary to scan bar-coded evidence.	Concurrent User		1	\$ 1,700	\$ 900	\$ 1,700
					<b>Software Subtotal</b>	\$	<b>66,975</b>
					<b>Services Subtotal</b>	\$	<b>16,744</b>
					<b>RMS Section Subtotal</b>	\$	<b>83,719</b>
<b>Intelligence and Analysis Modules</b>							
<b>Investigative Case Management</b>	Investigators and Detectives can easily group, track and log case file information. Multiple persons, reports, images, voice files, and video files can be grouped, tracked and eventually exported to a file to hand over to an attorney.	Concurrent User	RMS	5	\$ 2,375	\$ 1,200	\$ 7,175
<b>Crime Scene Analysis*</b>	Includes drawing tools to layout a crime scene, track specific information related to the crime scene. Interfaces to Intelligence, Evidence, and Incident report modules.	Per Computer	RMS	2	\$ 2,950	\$ 1,475	\$ 4,425
<b>Intelligence Module</b>	Allows Investigators and Detectives to easily and track, report and exchange intelligence information. This module integrates directly with our Master Name Index, RMS, Jail, Civil Process	Concurrent User	RMS	1	\$ 3,550	\$ 2,950	\$ 3,550
					<b>Software Subtotal</b>	\$	<b>15,150</b>
					<b>Services Subtotal</b>	\$	<b>3,788</b>
					<b>Intell &amp; Analysis Subtotal</b>	\$	<b>18,938</b>
<b>Jail Management System</b>							
<b>Mug Shot</b>	Provides the Hardware and Software necessary for the Capture of mug shots	Per Computer	JMS	1	\$ 4,500	\$ 1,500	\$ 4,500
					<b>Software Subtotal</b>	\$	<b>4,500</b>
					<b>Services Subtotal</b>	\$	<b>1,125</b>
					<b>JMS Subtotal</b>	\$	<b>5,625</b>

**Computer Aided Dispatch (CAD)**

<b>CAD View ONLY Workstations</b>	Provides the agency the ability to have CAD monitored in multiple locations and stats (reports) compiled of the requested data	Per Computer	CAD	7		\$ 1,500	\$ 10,500
						<b>Software Subtotal</b>	<b>\$ 10,500</b>
						<b>Services Subtotal</b>	<b>\$ 2,625</b>
						<b>CAD Subtotal</b>	<b>\$ 13,125</b>

**Mobile Dispatch System and NCIC Clients**

<b>Mobile Data Server</b>	Communications Central Server Routing Software	Agency		1	\$ 12,000		\$ 12,000
<b>Mobile Dispatch and NCIC</b>	Provides silent dispatch, messaging between cars. Interface to NCIC from Car. Allows for 10-27/10-28's	Per Car	Mobile Data Server and State NCIC interface	11		\$ 750	\$ 8,250
<b>State Interface between State and SMART Message Switch**</b>	Provides interface between agency and statewide NCIC system.	Agency	Mobile Data Server	1	\$ 6,000		\$ 6,000
<b>SMART NCIC Client Full Access (Query and Submission)**</b>	Allows the movement of information between NCIC and the SMART Software components. Full Access (Query and Submission), Add and Deletes	Per Computer	Query and Submission Message Switch	3	\$ 4,000	\$ 1,000	\$ 6,000
						<b>Software Subtotal</b>	<b>\$ 32,250</b>
						<b>Services Subtotal</b>	<b>\$ 8,063</b>
						<b>Mobile Dispatch Subtotal</b>	<b>\$ 40,313</b>

**Mobile Office**

<b>Mobile RMS with Data Sync MOBILE OFFICE</b>	Synchronizes records management data in car with data @ headquarters and visa versa. Allows creation of incident reports in the car. Including accident and Field Interview cards.	Per Car	Requires network connection	11	\$ 1,000	\$ 1,000	\$ 11,000
<b>Mobile DMV Crash/Accident Reporting Sync MOBILE OFFICE*</b>	Synchronizes DMV Crash/Accident information collected onto the State DMV Crash/Accident form including drawing electronically the crash diagrams and have them attached to the form.	Per Car	Requires network connection	11	\$ 1,000	\$ 1,000	\$ 11,000
						<b>Software Subtotal</b>	<b>\$ 22,000</b>
						<b>Services Subtotal</b>	<b>\$ 5,500</b>
						<b>Mobile Office Subtotal</b>	<b>\$ 27,500</b>

**Third Party Software - Interface Costs**

<b>Cal Photo</b>	Interface to Cal Photo System	Agency		1	\$ 3,500		\$ 3,500
<b>Finger Print Interface</b>	Fingerprint System Interface. Provide an interface to agencies LiveScan system. Does not include Livescan providers software licensing costs.	Agency		1	\$ 5,000		\$ 5,000
						<b>Software Subtotal</b>	<b>\$ 6,500</b>
						<b>Services Subtotal</b>	<b>\$ 2,125</b>
						<b>3rd Party - Interface Subtotal</b>	<b>\$ 10,625</b>

**Administration - Reporting - Tools**

<b>Report Writer</b>	Provides a web based tool to extract information from all sections of the SMART Software database.	Concurrent User	RMS	2	\$ 2,950	\$ 1,475	\$ 4,425
<b>Administration</b>	Contains Officer Daily Log, Training/Certification, Vehicle Maintenance, Inventory, and Internal Affairs. It allows the user to save the information in popular formats such as Word and Excel.	Concurrent User	RMS	2	\$ 3,500	\$ 1,750	\$ 5,250
						<b>Software Subtotal</b>	<b>\$ 9,675</b>
						<b>Services Subtotal</b>	<b>\$ 2,419</b>
						<b>Admin-Report-Tool Subtotal</b>	<b>\$ 12,094</b>

## Budgetary Software Investment Totals

**Notes**

All prices include **first year maintenance**, updates, and telephone support  
 \*\*NCIC Pricing does not include any fees that may be levied by the State of California

\*Drawing tools not included in site license.

Included: CLETS, UCR, SWITRS

Interfaces: Cal Photo

SMART Software Total	\$	169,550
Site License Upgrade	\$	33,910
Total With Site License	\$	203,460
Software Discount	\$	(81,384)
Total after first discount	\$	122,076
Additional 20% discount	\$	(24,415)
Total Software	\$	97,661
Tax	\$	7,569
SMART Services Total	\$	42,388
Services Discount	\$	(11,869)
Data Conversion (Estimate)	\$	25,000
Services Total	\$	55,519
<b>Total SMART Software Project Price</b>	<b>\$</b>	<b>160,749</b>

GeoSpatial Software	\$	24,410
First User of GeoSpatial CrimeMap Software	\$	8,433
GeoSpatial Crime Map Interface	\$	9,584
GeoSpatial Software Total with CrimeMap	\$	42,427
Software discount	\$	(11,880)
Total after first discount	\$	30,547
Additional 20% discount	\$	(6,109)
GeoSpatial Software after Discount	\$	24,438
Tax	\$	1,894
<b>GeoSpatial Software Total With Options, Discount, and Tax</b>	<b>\$</b>	<b>26,332</b>
GeoSpatial Services	\$	28,396
GeoSpatial CrimeMap Services	\$	7,500
GeoSpatial First Year Maintenance Credit	\$	(5,095)
<b>GeoSpatial Services Total with Options and Maintenance Credit</b>	<b>\$</b>	<b>30,801</b>

GeoSpatial Total Project Price	\$	57,133
<b>Total Overall Project Price (Site License)</b>	<b>\$</b>	<b>217,881</b>

SMART Second Year Maintenance	N/C
GeoSpatial Second Year Maintenance	N/C
SMART Third Year Maintenance	N/C
GeoSpatial Third Year Maintenance	N/C
SMART Fourth Year Maintenance	\$ 34,090
GeoSpatial Fourth Year Maintenance	\$ 6,750
SMART Fifth Year Maintenance	N/C
GeoSpatial Fifth Year Maintenance	N/C
SMART Sixth Year Maintenance	\$ 37,590
GeoSpatial Sixth Year Maintenance	\$ 7,450

SOFTWARE LICENSE AGREEMENT

City of Lemoore, CA
119 Fox Street
Lemoore, CA 93245
(559) 924-6700



SMART Public Safety Software, Inc.
999 Home Plaza, Suite G
Waterloo, IA 50701

Telephone: 319.433.3220

Fax: 319.433.3280

Accepted by: "Client"

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

SMART Public Safety Software, Inc.: "SMART"

Name Robert E. Sorensen

Title President

Date \_\_\_\_\_

Signature \_\_\_\_\_

1. Grant of License

- 1.1 SMART Public Safety Software, Inc. (SMART), an Iowa Corporation, grants to Client a nonexclusive license to use an executable copy of the SMART and third party software products listed on the attached Addendum 1 ("Software") on the computer(s) or server(s) designated on Addendum 1 ("Designated Computer(s)") at the location ("Designated Location") designated on Addendum 1. SMART shall deliver to Client one (1) set of the Software, in object code form, including the applicable user documentation. Unless the context indicates otherwise, all references to the Software herein shall be deemed to refer to and include the applicable user documentation but shall not be deemed to include any third-party software or documentation.
1.2 The Software shall only be used by the Client for its internal business purpose only which is to capture, verify, store, and retrieve information related to the day to day activity of a law enforcement agency. The Software may be used only by employees of the Client and such use shall be limited to one concurrent user for each license identified on Addendum 1. Client shall not grant sublicenses, leases or other rights in the Software to any third party, or provide or permit the use of the Software to any third party.
1.3 Client may change the Designated Location to another location and or substitute the Designated Computer(s) with another Computer with SMART's prior written approval, which shall not be unreasonably withheld, provided that the then current transfer or upgrade fee, if applicable, is paid by Client. In the event of a major malfunction causing the Designated Computer(s) to become inoperable, Client may, upon prompt written notice to SMART, temporarily use the Software on a non-designated Computer or at a non-designated facility location, both within the United States.
1.4 Client shall not copy the Software, in whole or in part, except that Client may make a reasonable number of copies for disaster recovery, program error verification, and for back-up purposes. Client shall maintain and furnish to SMART, upon reasonable request, competent records of the number and location of all copies of the Software, in whole or in part.
1.5 Client must maintain all proprietary notices imposed by SMART in the Software, including all copies thereof. Client shall not, directly or indirectly, modify the Software, nor translate, decompile nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code supplied hereunder, or adapt, reverse engineer or otherwise modify the Software in any way or use it to create a derivative work therefrom. Portions of the Software may not be used independently of the Software.
1.6 Client acknowledges that the Client has the Minimum System Requirements as provided by the Area Business Manager, which are required for the installation and operation of the Software.

- 1.7 Installation of the Software and training of Client's employees shall be as set forth on Addendum 1. During the first year of this Agreement, and each additional period for which Client pays for annual support services, the parties shall be subject to the Service Level Agreement set forth in Addendum 3.

2. Term; Termination

- 2.1 The term of the Agreement shall commence upon acceptance of this Agreement by SMART at its offices in Waterloo, Iowa, and shall remain in force perpetually, except as otherwise stated.
2.2 In the event Client fails to timely pay any amount due under this Agreement, and such amount remains unpaid fifteen (15) days after receipt of written notice of such failure to pay, or Client breaches any other provision of this Agreement and such breach is not cured within fifteen (15) days after receipt of written notice of such breach, SMART may terminate this Agreement and remotely disable the Software.
2.3 Notwithstanding section 2.2 above, SMART may terminate this Agreement immediately and automatically, and remotely disable the Software upon a breach of section 1 or section 4 of this Agreement by Client, its employees or any third party acting on behalf of Client.
2.4 This Agreement may be terminated pursuant to the terms of Section 5 below.
2.5 Upon any termination of the Agreement, Client agrees to immediately (i) cease all use of the Software, (ii) return the Software to SMART or, at SMART's direction, destroy the Software, including user documentation, (iii) remove all copies of the Software, and all parts thereof, from all storage media in its possession or under its control and return to SMART or, at SMART's direction, destroy such copies, and (iv) provide SMART with written certification of its compliance with the foregoing. Termination of this Agreement shall not relieve Client from its obligations arising hereunder before termination, including not limited to the obligation for paying all license and annual support fees. The provisions of this Agreement relating to title and nondisclosure as set forth in Section 4 shall survive any termination of this Agreement.

3. Fees and Charges; Payment; Taxes

- 3.1 License fees and annual support fees shall be invoiced according to Addendum 2. All license fees, future annual support fees, and other charges are due thirty (30) days after date of invoice, without set-off or claim. If Client fails to timely pay any amount due to SMART under this Agreement, Client shall pay a late charge of one and one-half percent (1½%) per month on outstanding balances (or, if such amount is greater than the highest interest rate permitted by law, such amount shall automatically be reduced to the highest rate so permitted by law).

Client also agrees to pay any and all costs incurred by SMART in collecting any past due amounts, including without limitation reasonable attorney fees. All prices and payments are in U.S. dollars. All applicable taxes will be paid by Client.

#### 4. Title; Nondisclosure

- 4.1 Title to and ownership of the Software, and all copies, partial copies and any and all revision and modifications thereto, shall remain with SMART and/or with the respective manufacturer or author. All rights to patents, copyrights, trademarks, and trade secrets in the Software or any modifications shall remain with SMART and/or with the respective manufacturer or author.
- 4.2 Client shall take all steps necessary to maintain the Software in confidence and shall not, nor shall it permit its employees or its agents or consultants to sell, transfer, disclose, display or otherwise make accessible the Software, or any copies thereof, in whole or in part, to any third party. The internal dissemination of the Software or any information relating thereto by Client to its agents and consultants shall require a written agreement to maintain the confidentiality of the Software and information and restrict the use thereof.

#### 5. Limited Warranty

- 5.1 Provided that Client has currently paid for annual support services, the Software as delivered by SMART will perform in all material respects in accordance with the then current applicable user documentation delivered by SMART. SMART's sole obligation and liability under this Section 5.1 shall be to replace or correct the Software so that it will perform in substantial conformance with the applicable user documentation. In the event SMART fails or is unable for any reason to replace or correct the Software so that it will so perform, this Agreement will terminate and Client will be relieved from paying future license fees, with the exception of fees accrued through the date of termination of this Agreement and SMART shall, as its sole obligation and liability, refund all applicable license fees paid by the Client under this Agreement, upon return of the Software; provided that after twelve (12) months from the license term commencement date any refund under this section 5.1 shall be capped at fifty percent (50%) of such license fees.
- 5.2 SMART warrants that it has the right to authorize the use of the Software by Client under this Agreement. SMART shall hold harmless and defend Client against suits based on any claim that the delivered Software under this agreement infringes on any United States patent, copyright, trademark or other proprietary right, provided that Client gives SMART prompt written notice of such suits and permits SMART to control the defense and the settlement thereof. In the event, as a result of any such claim of infringement, Client is enjoined from using the Software, or if SMART believes that the Software is likely to become the subject of a claim of infringement, SMART at its option and expense may procure the right for Client to continue to use the Software, or replace or modify the Software so as to make it noninfringing, provided that the performance thereof is not adversely affected in a material manner. If SMART, in its sole discretion, determines that neither of these options is commercially reasonable, SMART may terminate the license granted herein with the respect to the affected Software in which case Client will have no further obligation to render license payments, with the exception of fees accrued through the date of termination of this Agreement, and, as SMART's sole liability, except for indemnities stated above in this Section 5.2, refund to Client all applicable license fees paid by the Client under this Agreement, upon return of the affected Software; provided that after twelve (12) months from the license term commencement date any refund under this section 5.2 shall be capped at fifty percent (50%) of such license fees.
- 5.3 SMART HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR USE OR FOR A PARTICULAR PURPOSE. THE WARRANTIES SET FORTH IN THIS SECTION 5 SHALL CONSTITUTE

SMART'S SOLE AND EXCLUSIVE LIABILITY AND THE REMEDIES SET FORTH IN THIS SECTION 5 SHALL CONSTITUTE CLIENT'S SOLE AND EXCLUSIVE REMEDIES FOR ANY ACTION, WHETHER BASED IN CONTRACT OR IN TORT. SMART MAKES NO WARRANTIES AS TO THIRD PARTY SOFTWARE.

#### 6. Limitation of Liability

- 6.1 SMART SHALL NOT HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF SMART FOR ANY REASON AND ANY CAUSE OF ACTION ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED DURING THE FIRST YEAR OF THIS AGREEMENT TO THE AMOUNT PAID AS LICENSE FEES AND LIMITED AFTER THE FIRST YEAR OF THIS AGREEMENT TO FIFTY PERCENT OF THE AMOUNT PAID AS LICENSE FEES UNDER THIS AGREEMENT.

#### 7. Support Services

- 7.1 Support and maintenance of the Software shall be in accord with the Service Level Agreement attached hereto as Addendum 3.

#### 8. General

- 8.1 This agreement and all addenda supersedes in full all other prior discussions and agreements, oral and written, between the parties relating to the Software and constitutes the entire agreement between the parties relating to the Software. This Agreement may be modified or supplemented only in writing signed by an authorized representative of each party.
- 8.2 Neither party shall be liable for delays in any of its performance hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, strikes, or inability to maintain labor or materials on time. In no event shall the payment of any amounts due under this Agreement be excused by reason of this section 8.2.
- 8.3 If any provision of this Agreement shall be deemed illegal or otherwise unenforceable, that portion shall be severed and the remainder of this Agreement shall remain in full force and effect. A waiver shall be effective only if made in writing and signed by an authorized representative of both parties. The waiver of any right or election of any remedy in one instance shall not affect any rights or remedies in another instance.
- 8.4 All required notices under this Agreement shall be sent to the recipient party's address stated in this Agreement, unless otherwise changed in writing by the respective party. All notices shall be given by certified or registered mail, or overnight carrier. Such notices shall be deemed given on the date of receipt (or refusal) of delivery of said notice.
- 8.5 Client shall not transfer, assign or sublicense its rights or obligations under this Agreement to any other party, in whole or in part, without the prior written consent of SMART which consent shall not unreasonably be withheld or delayed. Any such prohibited assignment shall be void.
- 8.6 Any action regarding this Agreement shall be filed in Kings County, California. Further, any dispute/action shall be resolved according to California law.
- 8.7 In any litigation between SMART and Client arising out of this Agreement the prevailing party in such litigation shall be entitled to court costs and reasonable attorney fees in such litigation..
- 8.8 No action, regardless of form, arising out of or relating to this Agreement may be brought more than twelve (12) months from the later of (i) the date on which the cause of action accrues or (ii) the date on which the claimant knew or reasonably should have known that the cause of action had accrued. Such limitation shall in no event apply to any violation of SMART's rights in the

Software or to a breach of Client's obligations under section 1 of this Agreement.

8.9 Client acknowledges that, in the event of its breach of any of the provisions of this Agreement, SMART will not have an adequate remedy in money or damages. SMART shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. SMART's right to obtain injunctive relief shall not limit its right to seek further remedies.



## Addendum 1 - Statement of Work

SMART Software will deliver an integrated public safety software suite to the Lemoore, CA Police Department (Client).

The Statement of Work details the deliverables, installation, and training process of the project and will serve as a guideline for SMART Software and the Client to follow as the process moves forward.

### Deliverables

Software:

<b>Modules</b>	<b>Type of License</b>	<b># of Licenses</b>
Records Management	Site	Site
RMS Case Workflow	Site	Site
DMV Crash/Accident Reporting	Concurrent	7
Citation	Site	Site
Evidence Tracking with Bar Coding	Site	Site (1 bar code printer)
Investigative Case Management	Site	Site
Crime Scene Analysis	Per Computer	2
Intelligence	Site	Site
Mug Shot	Site	Site (1 camera)
CAD View ONLY workstations	Site	Site
Mobile Data Server	Site	Site
Mobile Dispatch and NCIC	Site	Site
SMART NCIC Client Full Access	Site	Site
Mobile RMS w/ Data Sync	Site	Site
Mobile DMV Crash/Accident Reporting w/ Data Sync	Site	Site
Report Writer	Site	Site
Administration	Site	Site

3<sup>rd</sup> party software (GeoSpatial Technologies):

<b>Modules</b>	<b>Type of License</b>	<b># of Licenses</b>
Mobile Maps with Routing	Site	Site
Mobile Mapping and AVL Location – GPS Interface	Site	Site
AVL – GPS Interface	Site	Site
AVL Server	Site	Site

Interfaces:

<b>Modules</b>	<b>Type of License</b>	<b># of Licenses</b>
Interface between State and SMART Message Switch	Site	Site
Cal Photo	Site	Site
Fingerprint (LiveScan)	Site	Site

A Service Level Agreement (SLA) is required to understand the process flow of issues, through recode and testing to implementation of fixes. Please see Addendum 3 for the SLA.

**Installation and Training Plan**

An installation date will be decided upon after the Client and SMART have agreed upon the responsibilities of both parties and parties have met to determine the technical details of the installation.

Training sessions will occur onsite in Client's location. Rooms, class sizes, and schedules will be agreed upon by SMART Software and the Client during ongoing planning meetings.

## **Addendum 2**

### **SOFTWARE LICENSE AGREEMENT**

20<sup>th</sup> day of June, 2008

### **SOFTWARE SYSTEM AND FEE SCHEDULE**

**For The City of Lemoore, California**

#### **Fee Schedule**

<b>Payment</b>	<b>Milestone</b>	<b>Amount</b>
Initial Payment	Due with Signed Agreement (50%)	\$108,941
Second Payment	Due Before Installation (25%)	\$54,470
Third Payment	Due Before Go Live (15%)	\$32,682
Final Payment	Due Upon Acceptance (10%)	\$21,788

#### **Software System**

Please see the following pages for detailed pricing, discounts and maintenance fees.

#### **Future Purchases**

In the event that the City of Lemoore decides to establish a dispatch center at the Lemoore Police Department, SMART will apply the same discount structure as applied in the current pricing.