



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		August 13, 2012		
Department:		Police Department		
Department Head		Gregory W. Rushin		
Agenda Coordinator (include phone #): Teresa Shelstad x7539				
CAPTION				
To approve a Professional Services Agreement by and between the City of Plano and COHERO for the Police Department, in the amount of \$119,000.00 for RMS Database Replication and N-DEx Data Export through 2011 UASI LEPTA Grant, and authorizing the City Manager to execute all necessary documents. (Bid No. 2012-261-B)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	FY 2011-12	Prior Year (CIP Only)	Current Year	Future Years
		0	164,000	0
		0	0	0
		0	-119,000	0
		0	45,000	0
BALANCE				
		0	45,000	0
FUND(S): UASI LETPA 2011 GRANT FUND				
COMMENTS: Funds are available in the UASI LETPA 2011 Grant for the purchase of RMS Database Replication and N-DEx Data Export Software. The remaining balance of the grant funds will be used for other expenditures as allowed within grant guidelines. STRATEGIC PLAN GOAL: Purchasing equipment for the Police Department with federal grant funds relates to the City's Goals of Financially Strong City with Service Excellence and Safe Large City.				
SUMMARY OF ITEM				
Plano Police Department Staff recommends approval of a Professional Services Agreement by and between the City of Plano and COHERO for the Police Department in the amount of \$119,000.00 for RMS Database Replication and N-DEx Data Export Software through 2011 UASI LEPTA Grant. (Bid No. 2012-261-B) Professional Services are exempt from state competitive bidding requirements.				
List of Supporting Documents: Memorandum, Agreement			Other Departments, Boards, Commissions or Agencies	



P.O. Box 860358
Plano, Texas 75086-0358
972-424-5678
Fax. No. 972-941-2177
www.planopolice.org

MEMORANDUM

DATE: July 30, 2012
TO: Diane Palmer-Boeck, Purchasing Department
FROM: Gregory W. Rushin, Chief of Police *GR*
SUBJECT: Award Recommendation: Contract with Cohero for RMS Data Replication and NIEM Data Export (Software Services)

Plano, TX, is the fourth largest city in the Dallas-Ft. Worth metroplex, with a population of over 260,000. The Plano Police Department is also one of the largest agencies in the area, with an authorized strength of 572 full and part-time employees (342 sworn / 230 civilian). For many years, the Plano Police Department has worked closely with other area law enforcement agencies to investigate criminal cases that are believed to be cross-jurisdictional or that share possible commonalities with regard to patterns or participants. In addition, the City of Plano maintains a strong mutual aid relationship with a significant number of local city, county, regional, state, federal, volunteer, faith-based, and private partners in order to effectively prepare for, protect against, respond to, recover from, and mitigate any emergency or disastrous event. These partnerships are enhanced through mutual aid agreements, memorandums of understanding, and inter-local agreements. In 2004, the President signed the Intelligence Reform and Terrorism Prevention Act. Section 1016 of this law called for the creation of an information-sharing environment (ISE) and defined it as an approach that facilitates the sharing of terrorism information. The law enforcement community gained the additional mission of detection, deterrence, and prevention of future terrorist attacks.

Collin County, through its Department of Homeland Security, owns and operates a web-based North Central Texas Fusion Center (NCTFC), which collects and stores data for use by various law enforcement agencies when investigating matters related to homeland security, bio-terrorism, and police enforcement actions. The NCTFC is a collaborative effort that provides resources, expertise, and information to all agencies in the region with the goal of maximizing their ability to detect, prevent, investigate, and respond to criminal and terrorist activity. The ultimate goal of the NCTFC is to provide a means where law enforcement, public safety, and private partners can come together with a common purpose and improve the ability to protect our homeland and prevent criminal activity. A number of other regional, state, and federal secure collaborative information systems are also available for use by law enforcement agencies throughout the State of Texas. These include, but are not limited to, the Texas Data Exchange (TDEx), National Data Exchange (N-DEx), North Central Texas Council of Governments (NCTCOG) Law Enforcement Analysis Portal (LEAP), and the Law Enforcement Information Exchange (LInX). In an effort to best utilize these available resources, the Plano Police Department seeks to establish a reliable and timely method for secure electronic transfer of data from our Records Management System (RMS) to other authorized networks. Timely sharing of information with the NCTFC and these other criminal justice data exchanges is crucial in adhering to the Intelligence Reform and

Terrorism Prevention Act, while also greatly enhancing our ability to cooperatively investigate criminal offenses that occur within the City.

Per the City of Plano Technology Services Department, before RMS data can be shared by the Police Department with the NCTFC or any other system, we must first implement a replicated data warehouse (create a duplicate of all pertinent records), to ensure the integrity of data is maintained on the primary RMS server, prevent service disruptions caused by data queries during extraction, and provide data redundancy for fault-tolerance and disaster recovery purposes. Once this new working server has been made available, we will then carefully export selected data, based on a number of agreed-upon logical filters, to ensure that only the appropriate files are transferred. To ensure optimal data integrity and compatibility with other systems, the extracted data will be converted to match the federally-supported National Information Exchange Model (NIEM). All information shared with the NCTFC and other databases will also be handled in accordance with the "Criminal Intelligence Systems Operating Policies," 28 CFR Part 23, U.S. Executive Order 12291.

The Police Department has received quotes from Cohero for RMS server data replication at a cost of \$49,250 and the NIEM data export for \$69,750, resulting in a total expenditure of \$119,000 for software services related to this project. This amount includes the first year of software maintenance, which will then be provided by Cohero for a recurring annual fee. Cost for this support begins at \$13,685 for year two and then renews thereafter at a rate increasing 3% annually to adjust for anticipated inflation (\$14,096 for year three, \$14,519 for year four, and \$14,955 for year five). Funding of \$164,800 for all of the equipment and software required for completion of this project and first year of support has been secured by way of a 2011 Urban Area Strategic Initiatives (UASI) Grant. It is anticipated that the remaining grant funds will be sufficient to cover all necessary hardware expenses, including the server, firewall, and secure FTP site; therefore, no supplemental initial costs should be incurred by the City of Plano. There will be some TS staffing demands, including interaction with vendors during procurement and implementation of the necessary equipment and final configuration of the data extraction and transfer process.

Through the implementation of this replicated data warehouse and NIEM export functionality, the Plano Police Department will gain the ability to share critical information with the NCTFC, TDEx, N-DEx, LEAP, and LInX. Having this information will allow the fusion center to analyze it with other information received and disseminate needed intelligence as a regional resource for all NCTFC partners (local, state and federal) to share, and the exchange with other databases will broaden our investigative capacity through the use of shared resources and criminal case comparisons. The Police Department strongly recommends procurement of these services under a professional services agreement. Failure to approve this request will result in a missed opportunity for the Police Department to enhance its ability to solve crimes and ensure public safety through a collaborative exchange of information with regional law enforcement agencies and other authorized government entities throughout the United States. We will also lose grant funds that have already been awarded and are currently available for this specific purpose.

GWR/ph

**AGREEMENT BY AND BETWEEN
CITY OF PLANO, TX AND COHERO
FOR RMS DATABASE REPLICATION and N-DEx Data Export**

THIS AGREEMENT is made and entered into by and between **COHERO**, a California corporation, whose address is 3912 Georgia St, San Diego, CA 92103 hereinafter referred to as "COHERO," and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter referred to as "CUSTOMER or CITY" to be effective upon execution of this Agreement by the Plano City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

1. AGREEMENT DOCUMENTS

This Agreement consists of the following documents:

1. This Agreement
2. Exhibit "A" – Statement of Work
3. Exhibit "B" – Software License Agreement
4. Exhibit "C" – Insurance Certificate
5. Exhibit "D" – Affidavit of No Prohibited Interest
6. Exhibit "E" – Vendor Connection Agreement

These documents shall be referred to collectively as "Agreement Documents." In the event there is a conflict in interpretation or terms, the documents shall control in the order listed above.

2. SCOPE OF SERVICES

COHERO shall provide services described in the Agreement Documents and Exhibit "A" attached hereto. These services shall be provided in accordance with this Agreement.

At CUSTOMER's request, COHERO may also provide additional services under this Agreement at COHERO's then-applicable rates for such services or goods under any additional Agreement addendums as executed by the CUSTOMER.

3. SOFTWARE DEVELOPMENT

COHERO shall perform software development as necessary to deliver products or services described in the Agreement Documents and Exhibit "A" attached hereto. These services shall be provided in accordance with this Agreement.

4. SUPPORT SERVICES

During the term of this agreement, COHERO shall provide the services necessary to remedy any software error attributed to COHERO and which significantly affects use of the Software Products described in Exhibit "A" and is reproducible and verified by COHERO ("Software Error"). Such services shall be accomplished in accordance with the priority system outlined below after CUSTOMER has identified and notified COHERO of any such error in accordance with COHERO's reporting procedures.

Support of non-COHERO developed software applications and systems, without access to source code, will be done on a best effort basis, making reasonable efforts to identify and implement workarounds, minimize the impact of exceptions, and if no other options exists and where feasible, identify or develop alternative solutions.

COHERO shall provide primary service and support from 8:00 AM until 4:00 PM Pacific Time (10:00 AM until 6:00 PM Central Time) Monday through Friday, holidays excepted. After hours, on-call support is available for Priority One issues. The priorities are defined as:

A. PRIORITY ONE

Critical Software Errors: Software Errors that prevent or substantially interfere with operation of the Software Products for their primary intended purpose on a system wide basis, such as those errors that can cause unrecoverable loss of data or prevent the Software Products from running.

Response: Upon receipt of notification from CUSTOMER, COHERO shall respond within the next four (4) hours of the business day followed by action to resolve the problem as soon as reasonably possible, including, where feasible, providing a workaround for the problem pending such resolution.

B. PRIORITY TWO

Major Software Errors: Software Errors that do not prevent or substantially interfere with operation of the Software Products for their primary intended purpose or are not system wide, but that do prevent or materially interfere with end user performance of common functions.

Response: COHERO shall respond within the next eight (8) hours of the business day(s), followed by action to provide a workaround and/or resolve the problem within a reasonable time, taking into consideration the effect of the Software Error on CUSTOMER's operation of the Software Products.

C. PRIORITY THREE

Minor Software Errors: All other Software Errors not described above.

Response: COHEROs shall respond within five (5) business days, and provide a resolution within a reasonable time, taking into consideration the nature of the software error, the effect upon operation of the Software Products, and the reasonable requests of the CUSTOMER with respect to such correction.

5. NOTIFICATION BY CUSTOMER

COHERO shall provide either a form and e-mail address or a web form on the COHERO website that CUSTOMER will use to provide issue notification. Receipt of the notification will trigger the response times required under the previous paragraph. COHERO shall also provide CUSTOMER a telephone number that will be used to address service issues. COHERO may, from time-to-time, make changes to its notification procedures, forms or numbers. COHERO shall immediately notify CUSTOMER, in writing, of any such changes.

6. SUPPORT BY CUSTOMER

CUSTOMER agrees to provide COHERO with data, as requested, and with sufficient support and test time on CUSTOMER's computer systems to duplicate the problem, verify that the problem is with support Software Products, and verify that the problem has been resolved.

CUSTOMER shall provide such system administration services on CUSTOMER's system and network as may be required to keep the system and network upgraded and in acceptable operating condition. **COHERO does not provide system administration services under this Agreement. Corrections and support efforts for system/network upgrades and new equipment or defects and difficulties due to system administration issues shall be billed at COHERO's standard charges for labor, material and per diem.**

7. CUSTOMER MODIFICATIONS

CUSTOMER shall inform COHERO in writing of any modifications made by CUSTOMER to the Software Products or interfaces to the Software Products. **Modifications to the Software Products may void this Agreement and/or the Software License Agreement.** Refer to the Software License Agreement for limitations as to CUSTOMER rights and use. COHERO shall not be responsible, under this Agreement, for maintaining CUSTOMER modified portions of the Software Products or interfaces or for maintaining portions of the Software Products affected by CUSTOMER modified portions of the Software Products or interfaces. Corrections for difficulties or defects traceable to CUSTOMER's errors or software changes shall be billed at COHERO's standard time and material charges.

8. REMOTE ACCESS

CUSTOMER shall install and maintain for the duration of this Agreement, an Internet accessible remote access system or Virtual Private Network (VPN) providing remote access to CUSTOMER's systems. CUSTOMER shall pay for installation, maintenance and use of such equipment and any associated use charges. COHERO shall use this VPN line in connection with support and error correction. CUSTOMER is entitled to require that access by COHERO shall be subject to prior approval by CUSTOMER in each instance. COHERO agrees to the terms and conditions set forth in the Vendor Connection Agreement attached hereto and incorporated herein as Exhibit "E".

9. BACKGROUND CHECKS

Employees of Cohero will submit to background checks to verify their eligibility to access secure systems through a mutually agreed upon process. All background investigations will be done at CUSTOMER's expense.

10. SOURCE CODE Cohero agrees to provide CUSTOMER a copy of the source code upon delivery of the application.

11. TITLE TO SOFTWARE

The Software Products and any improvements, modifications and changes to the Software Products provided hereunder and all copies thereof are proprietary to COHERO and title thereto remains with COHERO. All applicable rights to patents, copyrights, trademarks, and trade secrets in the Software Products and the improvements, modifications and changes thereto are and shall remain with COHERO. CUSTOMER shall not sell, transfer, publish, disclose, display or otherwise make available the Software Products or improvements, modifications or changes thereto or copies thereof to others. CUSTOMER agrees to secure and protect each program, Software Product and copies thereof in a manner consistent with the maintenance of COHERO's rights therein and to take appropriate action by instruction or agreement with its employees who are permitted access to each program or Software Product to satisfy its obligations hereunder. All copies of the Software Products, or improvements, modifications or changes thereto made by CUSTOMER including translations, compilations, partial copies with modifications and updated works are the property of COHERO.

Violation of any provisions herein shall be the basis for immediate termination of this Software Maintenance Agreement.

12. WARRANTY COHERO warrants and covenants to Customer that all goods and services provided by COHERO and COHERO'S agents under the Contract shall be free of defects and produced and performed in a skillful and workmanlike manner and shall comply with the Statement of Work attached and incorporated herein as "Exhibit A". COHERO warrants that the Software Products will perform in accordance with the CUSTOMER's approved design specifications for a period of one (1) year from the date of delivery.

13. CUSTOMER REMEDIES

COHERO's liability as related to products and deliverables will include (a) return of the price paid, or (b) repair or replacement of the Software Product that does not meet the Warranty and which is returned to COHERO with proof of purchase. Said repairs or replacement shall be completed within sixty (60) calendar days, or, in the case of repairs not reasonably susceptible to completion within said sixty (60) day period, action to complete the repairs is commenced within such period and continued with diligence until completed. This Warranty is void if failure of the Software Product has resulted from accident, abuse, or misapplication. Any replacement Software Product will be warranted for the remainder of the original warranty period or three (3) months, whichever is greater. Notwithstanding the foregoing, the Customer shall have the right to pursue available remedies available under the law.

14. CONFIDENTIALITY

This Agreement, including but not limited to the Exhibits herein, and all material and documentation relating to the Software Products and any modification thereto, including but not limited to documentation, source code, object code, software design, structure and organization, software screens, overall concept and feel of the software and the user interface (collectively called "Cohero Confidential Information") is highly competitive, proprietary information which constitutes trade secrets and confidential information. COHERO believes the public disclosure of such information would cause substantial hardship to their competitive position in the marketplace. CUSTOMER shall keep confidential all such Confidential Information to the extent CUSTOMER may do so pursuant to state and federal law. If CUSTOMER receives a request, demand order or other action by a third party for release or disclosure of COHERO Confidential Information, it shall promptly give COHERO notice of such request and give COHERO the opportunity to contest, oppose or otherwise respond to such action before its release. Without limiting the generality of this paragraph, the following protective provisions shall apply to the Software Products and COHERO documentation:

CUSTOMER shall, during the term of this license, and thereafter, hold the Software Products and COHERO Documentation, including any copies thereof and any documentation related thereto, in strict confidence. CUSTOMER shall not permit any person or entity to obtain access to it except as required for CUSTOMER's own internal use hereunder or as required by law.

CUSTOMER shall not attempt or authorize others to attempt to learn the trade secrets, technology, know-how and other Confidential Information contained in the Software Products or COHERO Documentation by duplication, decompilation, disassembly, other forms of reverse engineering, or other methods now known or later developed.

CUSTOMER shall inform COHERO, promptly in writing, of any actual or suspected unauthorized use, copying, or disclosure of the Software Products, COHERO Documentation or related materials.

The obligations specified in this Section shall survive the expiration, termination or rescission of this Agreement and such obligations shall continue in full force and effect for a period of three (3) years thereafter.

Notwithstanding any other provision of this agreement, the parties understand that CUSTOMER is a governmental entity required to comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) ("TPIA" or the "Act") when responding to records requests made under the Act. Pursuant to the requirements of TPIA, if the CUSTOMER receives a request for information which COHERO has marked or identified as being confidential, trade secret, commercial, financial or proprietary information, the CUSTOMER will respond to the request in accordance with the procedures set forth in Section 552.305 of the Act. Specifically, the CUSTOMER will notify COHERO of its receipt of the request and request an attorney general decision identifying the exception(s) to disclosure believed to apply. The Parties acknowledge that TPIA requires a brief to be

submitted to the attorney general explaining why the claimed exceptions apply to the information in issue. CUSTOMER shall not be obligated submit the brief supporting those claimed exceptions. COHERO shall be solely responsible for submitting the brief and the documents in issue to the attorney general.

Should the attorney general render a decision indicating that all or a part of the information must be disclosed, the CUSTOMER shall be permitted to disclose the information unless COHERO successfully contests the attorney general decision in accordance with the requirements of TPIA. Nothing in this agreement shall require the CUSTOMER to institute or participate in any litigation relating to an open records request for information that COHERO considers to be confidential.

15. LICENSES

COHERO may provide Software Products under this Agreement and may provide other software that has been licensed from third parties. COHERO shall grant licenses or sub-licenses to CUSTOMER for the Software Products as specified under Exhibit "B". CUSTOMER will execute each and every license agreement as required and monitor compliance on a reasonable basis.

The Software Products provided under this Agreement are licensed with an unlimited use site license.

16. RIGHTS AND TITLE

COHERO retains all rights, title and interest, including derivatives, in all source code and processes, documents, drawings, specifications, and similar information related to the Software Products.

17. PAYMENT

Payment hereunder shall be made to COHERO within thirty (30) days of receiving COHERO's invoice for the services described herein. The total amount of the Agreement and the payment milestones are as described in Exhibit "A" attached hereto and incorporated herein.

18. TERM

The term of this Agreement shall be a period of one (1) year commencing upon the effective date hereof.

19. CUSTOMER CONTACT

If requested by COHERO, CUSTOMER will provide COHERO with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable CUSTOMER's personnel to maintain contact, as needed, with COHERO.

20. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

COHERO shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws.

21. INDEMNIFICATION AND HOLD HARMLESS

AGREEMENT

Page 6

COHERO AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT) OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY COHERO'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE COHERO, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE COHERO IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

COHERO AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CUSTOMER AGAINST ALL SUCH CLAIMS. CUSTOMER RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CUSTOMER IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CUSTOMER IS NOT TO BE CONSTRUED AS A WAIVER OF COHERO'S OBLIGATION TO DEFEND CUSTOMER OR AS A WAIVER OF COHERO'S OBLIGATION TO INDEMNIFY CUSTOMER PURSUANT TO THIS AGREEMENT. COHERO SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CUSTOMER'S WRITTEN NOTICE THAT CUSTOMER IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF COHERO FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CUSTOMER SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND COHERO SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CUSTOMER.

IN ADDITION TO COHERO'S INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION AND DEFENSE REQUIREMENTS HEREIN, IF AN INFRINGEMENT CLAIM OCCURS, OR IN COHERO 'S OPINION IS LIKELY TO OCCUR, COHERO SHALL, AT ITS EXPENSE: (A) PROCURE FOR THE CUSTOMER THE RIGHT TO CONTINUE USING THE PRODUCT; (B) REPLACE OR MODIFY THE PRODUCT SO THAT IT BECOMES NON-INFRINGEMENT WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE; OR (C) ACCEPT THE RETURN OF THE PRODUCT AND GRANT THE CUSTOMER A REIMBURSEMENT FOR THE PRODUCT. COHERO WILL PROCEED UNDER SUBSECTION (C) ABOVE ONLY IF SUBSECTIONS (A) AND (B) PROVE TO BE COMMERCIALY UNREASONABLE.

THE INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION HEREIN APPLIES TO ALL PRODUCTS PROVIDED, SUPPLIED OR SOLD UNDER THIS AGREEMENT BY COHERO TO CITY WHETHER MANUFACTURED BY COHERO OR A THIRD PARTY. COHERO REPRESENTS THAT, TO THE BEST OF ITS KNOWLEDGE, THE CITY'S USE OF PRODUCTS THAT ARE PROVIDED SUPPLIED, OR SOLD BY COHERO TO CITY AS PART OF THIS AGREEMENT DOES NOT CONSTITUTE AN INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS AND THE CITY HAS THE LEGAL RIGHT TO USE SAID PRODUCTS. THE CITY ENTERS INTO THIS AGREEMENT RELYING ON THIS REPRESENTATION. THE INDEMNIFICATION HEREIN SURVIVES THE TERMINATION OF THE CONTRACT AND/OR DISSOLUTION OF THIS AGREEMENT INCLUDING ANY INFRINGEMENT CURE PROVIDED BY THE COHERO PURSUANT TO PARAGRAPH 3 IN THE HEREIN INDEMNIFICATION SECTION.

22. TIME AND PLACE OF SERVICE

Service will be provided remotely unless otherwise stated in the Agreement Documents.

Unless otherwise stated, the hours of service will be 8:00 AM until 4:00 PM, Pacific Time, (10:00 AM until 6:00 PM Central Time) Monday through Friday, holidays excepted.

23. COMPLIANCE WITH APPLICABLE LAWS

COHERO shall at all times observe and comply with all directly applicable Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which affect the work. If COHERO observes that the work is at variance therewith, COHERO shall promptly notify CUSTOMER in writing.

24. VENUE

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

25. ASSIGNMENT AND SUBLETTING

COHERO agrees to retain control and to give full attention to the fulfillment of this Agreement and that this Agreement shall not be assigned without the prior written consent of CUSTOMER, except for assignments to a COHERO affiliate. An assignment of this Agreement with the consent of the CUSTOMER or to an affiliate of COHERO is conditioned on the assignee agreeing to be bound by the terms of this Agreement. COHERO may subcontract any portion of its performance under this Agreement. COHERO further agrees that the subletting of any portion or feature of the work, or materials required in the performance Service Contract of this Agreement, shall not relieve COHERO from its full obligations to CUSTOMER as provided by this Agreement. In the event any additional or different subcontractors are required or requested by CUSTOMER, or in the event CUSTOMER rejects the use of a particular subcontractor, such rejection must be submitted in writing and be based on just and reasonable cause. Any resultant change in Agreement price and/or schedule shall be mutually agreed upon.

26. INDEPENDENT CONTRACTOR

COHERO covenants and agrees that COHERO is an independent contractor and not an officer, agent, servant or employee of CUSTOMER; that COHERO shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, COHEROs, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between CUSTOMER and COHERO, its officers, agents, employees, COHEROs, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between CUSTOMER and COHERO.

27. INSURANCE AND CERTIFICATES OF INSURANCE

COHERO shall procure and maintain for the duration of the Agreement insurance coverage as set forth in Exhibit "C".

28. FORCE MAJEURE

Neither party is liable for delays or lack of performance resulting from any causes beyond the reasonable control of a party including acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the Company's operations in the CUSTOMER.

29. AFFIDAVIT OF NO PROHIBITED INTEREST

COHERO acknowledges and represents COHERO is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Agreement voidable. COHERO has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "C".

30. TERMINATION FOR CAUSE

If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The defaulting party will have thirty (30) days to provide a written plan to cure the default and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement a cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed and not in dispute by CUSTOMER will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, COHERO will have no further obligation to provide Services.

31. TERMINATION FOR CONVENIENCE

CUSTOMER may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Agreement, terminate further work under this Agreement, in whole or in part by giving at least thirty (30) days prior written notice thereof to COHERO with the understanding that all services being terminated shall cease upon the expiration of the 30-day period.

If COHERO provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services.

32. SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice.

33. MAILING OF NOTICES

Unless instructed otherwise in writing, COHERO agrees that all notices or communications to CUSTOMER permitted or required under this Agreement shall be addressed to CUSTOMER at the following address:

City of Plano
1117 E. 15th Street
Plano, Texas 75074
Attn: Danny Housewright

CUSTOMER agrees that all notices or communications to COHERO permitted or required under this Agreement shall be addressed to COHERO at the following address:

Cohero
3912 Georgia St.
San Diego, CA 92103
Attn: David Greenberg

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is delivered to the receiving party.

34. ENTIRE AGREEMENT

This Agreement and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

CUSTOMER agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement shall not affect its applicability. In no event shall either party be bound by any terms contained in a City purchase order, acknowledgement, or other writings unless: (i) such purchase order, acknowledgement, or other writings specifically refer to this Agreement; (ii) clearly indicate the intention of both parties to override and modify this Agreement; and (iii) such purchase order, acknowledgement, or other writings are signed by authorized representatives of both parties.

35. AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

36. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

37. HEADINGS

The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement by signing below.

CITY OF PLANO, TX

COHERO

By: _____

By: _____

Name: _____

David Greenberg
President

Title: _____

Date: _____

Date: _____

ACKNOWLEDGMENTS

STATE OF CALIFORNIA §
 §
COUNTY OF SAN DIEGO §

This instrument was acknowledged before me on the ___ day of _____, 2012 by
_____, (*Authorized representative*) _____ (*Title*) of
COHERO, a California corporation, on behalf of said corporation.

Notary Public, State of California

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ___ day of _____, 2012 by
_____, (*Authorized representative*) _____ (*Title*) of
CITY OF PLANO, TEXAS, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

EXHIBIT "A"
Statement of Work
(See attached)



Statement of Work

**RMS Database Replication
And
N-DEx Data Export**

City of Plano Police Department

June 18, 2012

Table of Contents

1. Project Overview	3
1.1 Phase 1: Database Replication	3
1.2 Phase 2: N-DEx Data Export	3
2. Deliverables	3
2.1 Phase 1: Database Replication	3
2.1.1 Database Replication Setup and Configuration	3
2.1.2 Design Specification	4
2.1.3 Documentation and Training	5
2.2 Phase 2: N-DEx Data Export	5
2.2.1 N-DEx Data Export Application	5
2.2.2 Design Specification	6
2.2.3 Requirements	6
2.2.4 Documentation and Training	8
3. Project Lifecycle	9
3.1 Plans and Specifications	9
3.2 Engineering	9
3.3 Implementation	10
3.4 Acceptance	10
3.5 Support	10
4. Implementation Schedule	11
4.1 Phase 1: Database Replication	11
4.2 Phase 2: N-DEx Data Export	11
5. Pricing and Payment Milestones	11
5.1 Pricing	11
5.2 Payment Milestones	11
Appendix SOW-1. Data Mapping for N-DEx Data Export.....	13
Activity Data	13
Participant Data	14
Vehicle Data.....	16
Property Data	16
Assignment Action Notes Data	17

1. Project Overview

1.1 Phase 1: Database Replication

The Plano Police Department intends to implement a Data Warehouse and Data Sharing initiative to extend its internal capabilities to search and report information from the RMS, and to share elements of this information with other authorized state and federal law enforcement agencies.

This project phase will design and implement SQL Server replication for the Police RMS database. The replicated database will serve as the foundation for the RMS data warehouse, supporting ad-hoc queries and reporting, while reducing the performance impact of these queries on the main RMS database. The data warehouse will further provide the platform for data sharing, including an interface to the federal NDEX system.

1.2 Phase 2: N-DEx Data Export

The Plano Police Department intends to implement a Data Warehouse and Data Sharing initiative to extend its internal capabilities to search and report information from the Police RMS, and to share elements of this information with other authorized state and federal law enforcement agencies.

This project phase will design and implement an interface to the federal N-DEx system. It will be implemented using the Cohero Universal Export Framework to extract data from the warehouse into a NIEM compatible XML format used by N-DEx. The NIEM data will be electronically submitted to N-DEx.

2. Deliverables

2.1 Phase 1: Database Replication

2.1.1 Database Replication Setup and Configuration

Cohero will design and implement database replication between the existing RMS SQL Server 2005 database (source) and a new SQL Server 2005 database (warehouse).

The database will be copied in near real-time from the source database to the warehouse database. The warehouse data will be provided in the same structure as the source database. The replication will be one-way, with no transfer of data back from the warehouse database to the source database.

Minimal changes will be required of the source database in order to prepare it for replication. Selected additional columns or database objects may need to be added to support replication requirements. Cohero will endeavor to implement a solution that does not require modification of existing database objects, but if such modification cannot be

avoided, Cohero will work with the customer and other affected providers to identify and test a mutually-agreeable approach.

The data warehouse database will be deployed to a separate Windows/SQL Server provided for this project by the City. Cohero will consult with the City to define the specifications for the data warehouse server.

The tasks involved in this effort are:

- Specify the hardware, system software and database software requirements.
- Identify the database objects for replication and any relevant filters or transformations (tables, views, stored procedures, triggers).
- Evaluate database object structures to ensure compatibility with replication process, including primary and foreign key constraints.
- Identify the replication methodology that will best suit the data warehouse with acceptable impact to the main RMS database (transactional, snapshot or log shipping).
- Implement and test source database structure changes required for replication compatibility.
- Configure operational replication tasks, including subscriptions/publications and maintenance tasks.

Assumptions:

- The RMS document store will not be replicated. Paths for RMS documents will continue to point to their original RMS document store locations.
- Customer provides a copy of existing database to be used for development and testing by Cohero.
- The source database server has adequate disk storage available to support required database replication snapshots.
- Customer provides, installs and administers the new server hardware, operating system, SQL Server, and any other required system software for the data warehouse.

2.1.2 Design Specification

Cohero will deliver a design specification for the project that will identify in detail the functionality and technical implementation. The specification will be reviewed and approved by the customer project contact. The specification will be the controlling document as it pertains to the acceptable functionality.

2.1.3 Documentation and Training

Cohero will provide the following documentation:

- Technical/Administrator document outlining the required ongoing system and database administration

Cohero will provide the following training:

- 2 hour interactive remote session demonstrating the replication process, system administration and any troubleshooting recommendations

2.2 Phase 2: N-DEx Data Export

2.2.1 N-DEx Data Export Application

The data export framework will extract data from the warehouse into a NIEM XML format defined by N-DEx. A data submission service will monitor the warehouse database for new and changed activity data based on the requirements in Section 2.3. For each new or changed activity that meets the requirements for export, the service will extract the XML data and narratives and FTP them to a server.

The N-DEx interface will be implemented using modern technology and standards, including latest .NET framework and NIEM standard. This provides for more cost effective and rapid implementation of future interfaces.

The supporting components for this export include the following:

N-DEx Interface Service

This Windows service manages the overall N-DEx export process. It monitors the warehouse database for changed activity data. When changed data is observed it will be evaluated against the export criteria. For each activity that is eligible for export, the interface service requests XML data from the Cohero Universal Export Framework and sends the resulting XML file to the FTP server. The service tracks the exported activities and determines when update or deletes are appropriate.

Cohero Universal Export Framework

The export framework extracts activity data into flexible data objects and manages the conversion of the data objects into NIEM XML.

RMS to NIEM data mapping

This activity provides rules to the Cohero Universal Export Framework. The rules define the conversion of RMS data into NIEM format data that is compatible with N-DEx. This process includes an extensive data comparison and mapping process, matching data fields in RMS to data fields in the N-DEx. Lookup values from the RMS format must be converted to N-DEx format. The fields to be exported will include the fields outlined in Appendix SOW-1.

The N-DEx data submissions will execute once a day, exporting activities matching the predefined selection criteria. The N-DEx interface is a one-way interface, posting data to a file store, which authorized entities access to obtain records.

A monitoring system will be provided to identify the status of the service and the status of exported activities.

Changes may be required of the warehouse database in order to prepare it for the interface, such as additional or modified database objects.

The target server for deployment of the interface will be identified as part of the specification process.

Assumptions:

- Data warehouse is implemented. This scope of work cannot be executed without the data warehouse.
- Data is submitted to N-DEx in the NIEM schema standard and delivered via FTP to a staging server.
- Modified records are resubmitted to N-DEx in their entirety (instead of attempting to submit just the changed elements).
- Customer provides a copy of existing database to be used for development and testing by Cohero.

2.2.2 Design Specification

Cohero will deliver a design specification for the project that will identify in detail the functionality and technical implementation. The specification will be reviewed and approved by the customer project contact. The specification will be the controlling document as it pertains to the acceptable functionality. The design document will include the requirements specified in section 2.3.

2.2.3 Requirements

The project will adhere to the following requirements:

1. **Daily Export:** Eligible activities will be automatically exported once a day at a pre-determined time
2. **Individual XML files:** Eligible activities will be exported to individual XML files
3. **Narrative Files:** Eligible narrative and supplemental narrative files will be referenced in the XML data file and copied to the appropriate output directory
4. **File Names:** Exported files names for both data files and narratives will be based on the following format: activity_num_prefix+activity_num+activity_type.

- a. Unique suffixes will be appended to narrative files when more than one narrative is associated with the report.
5. **File Cleanup:** The application will not manage the cleanup of the files in the output directories; cleanup will be handled manually by the customer.
6. **User Interface:** In addition to the automated service, a user interface will be provided which will allow manual exporting of activities based on the following criteria:
 - a. All activities
 - b. Activities by date range
 - c. Activity number
 - d. Optionally include narratives
 - e. Optionally include Case Action Notes
 - f. When data is exported by activity number, the export logic rules (activity types, activity dates, etc) will be bypassed
7. **Initial Reports:** XML data files will be exported when all of the following are true:
 - a. Main Rules
 - i. Data Owner = MAIN or COLD
 - ii. Activity Type = AR, CITE, FI, HIT, OR, WAR, TC, COLD
 - iii. Activity Prep Date = more than 7 days ago
 - iv. Activity is not in restricted status (does not appear in tbl_activity_access)
 - b. If report is "Open" (Current Status Code = AC or PSSI)
 - i. Narratives and supplemental narratives will not be exported
 - ii. Assignment Action Notes will not be exported
 - c. If report is "Closed" (Current Status Code Not = AC, PSSI)
 - i. Narratives and supplemental narratives will be exported
 - ii. Assignment action notes will be exported
8. **Deleted Reports:** XML files flagged as "deleted" will be generated when reports in the RMS change and any of the following criteria become true. For deletes, only enough data to identify the report will be included:
 - a. Participant last name is modified to "%expunged%"
 - b. Data Owner changes and new data owner no longer meets the criteria for export
 - c. The activity becomes restricted
9. **Updated Reports:** "update" xml for reports that have been previously exported will be generated when the following criteria becomes true. For updates, the entire report will be re-exported
 - a. The last_update date from the following tables is 7 days greater than the activity prep date:
 - tbl_activity
 - tbl_property
 - tbl_vehicle
 - tbl_violation
 - tbl_person
 - tbl_person_name

- tbl_participant_location
- tbl_location
- tbl_identification
- tbl_participant_arrest
- tbl_participant_violation
- tbl_activity_participant
- tbl_assignment_action (only if case is closed)
- tbl_assignment_note (only if case is closed)

10. **Exported Data:** The data fields to be exported are enumerated Appendix SOW-1.

Some records will be subject to the following restrictions:

- a. Reports with involved juveniles will not export narrative and supplemental narrative files (regardless of other rules)
- b. Exported Juvenile Records
 - i. Name will be replaced with "Juvenile"
 - ii. Exported data will include: sex, race, height from, weight from, age from, hair color, eye color.
- c. Attachments will never be exported

11. **Initial Data Export:** The initial data export will export all existing activities (both open and closed) that meet all of the standard export criteria with the exception of the prep-date criteria. Following the initial data export, the automated daily exports will apply the prep-date criteria.

2.2.4 Documentation and Training

Cohero will provide the following documentation:

- Required ongoing system and database administration
- Managing interface exceptions
- Data mapping document

Cohero will provide the following training:

- 2 hour interactive remote session demonstrating the interface process, system administration and any troubleshooting recommendations
- 4 hour interactive remote session for managing submission exceptions

3. Project Lifecycle

The project lifecycle for each phase includes the following elements:

- Plans and Specifications
- Engineering
- Implementation
- Acceptance
- Support

3.1 Plans and Specifications

Cohero will identify a primary project contact who will be responsible for developing a project plan. The plan will include the following:

- Task descriptions
- Task owners and responsibilities
- Project schedule
- Completion criteria

Customer is responsible for designating a primary project contact and for providing technical staff resources as necessary in support of the project.

The project planning cycle will culminate in the delivery and acceptance of the specification deliverable.

3.2 Engineering

Engineering is broken into an agile cycle of prototyping and final development.

During prototyping the specification is adapted into working models. Cohero and the customer will collaborate using the working models to validate the functional operation of the software. The prototyping cycle may be repeated until consensus is reached that the specified functionality has been achieved.

After prototyping, the elements are assembled to create the fully functional completed product. Quality is engineered throughout the process, via manual and automated testing. The engineering cycle concludes with a final, comprehensive integration test.

Prior to the completion of the engineering process, the customer will independently validate successful and complete replication of the test data.

The output of the engineering process is the customer's test system with fully configured and operational replication, as well as relevant documentation.

3.3 Implementation

For each phase of the project, a coordinated and controlled production cutover will be executed. During the cutover, the application code and/or configurations previously applied to the test system will be applied to the production system. This may require scheduled downtime to complete; if so, Cohero will work with the system administrator to schedule accordingly.

The production cutover plan will include a defined back-out strategy should the replication cause unforeseen operational impacts to the RMS database or applications.

Cohero will notify the customer that the delivery has been completed, which will begin the acceptance process.

3.4 Acceptance

The customer will conduct acceptance testing with remote support from Cohero. The customer will validate successful and complete replication of the production data, with an acceptably minimal performance impact to the main RMS database.

The customer will begin acceptance testing within five (5) business days of delivery notification. Testing will be completed and the customer will provide documented results within twenty (20) business days of delivery notification.

Should the customer continue with production implementation for thirty (30) business days without formally accepting, the application will be deemed accepted.

3.5 Support

The replication process will be supported for one (1) year after delivery. The reporting and correction process will proceed as identified in the agreement.

4. Implementation Schedule

The project will start no later than four (4) weeks after contract execution. The following is a high-level estimate of the schedule for both phases of the project:

4.1 Phase 1: Database Replication

Lifecycle Elements	Deliverables & Outcomes	Duration
Plans and Specifications	Project Plan	3 weeks
	Design Specification	
Engineering	Completed Test Implementation	6 weeks
Implementation	Production Implementation	1 week
Acceptance	Formal Acceptance	4 weeks

4.2 Phase 2: N-DEx Data Export

Lifecycle Elements	Deliverables & Outcomes	Duration
Plans and Specifications	Project Plan	4 weeks
	Design Specification	
Engineering	Completed Application	14 weeks
Implementation	Application Delivery	1 week
Acceptance	Formal Acceptance	4 weeks

5. Pricing and Payment Milestones

5.1 Pricing

The work will be performed for a firm, fixed price as outlined below.

Phase	Invoice Amount
Phase 1: Database Replication	\$ 50,450.00
Phase 2: N-DEx Data Export	\$ 69,750.00
TOTAL	\$120,200.00

5.2 Payment Milestones

Cohero will invoice progressively based on the following milestones:

Phase	Event	Invoice Amount	Percentage
1: Database Replication	Approval of Specification	\$17,612.50	25%
1: Database Replication	Production Implementation	\$25,225.00	50%
1: Database Replication	Acceptance	\$12,612.50	25%
2: N-DEx Data Export	Approval of Specification	\$17,437.50	25%
2: N-DEx Data Export	Production Implementation	\$34,875.00	50%
2: N-DEx Data Export	Acceptance	\$17,437.50	25%
	TOTAL	\$120,200.00	100%

Appendix SOW-1. Data Mapping for N-DEx Data Export

Activity Data

Delete record (Yes/No)	
Activity_type (lkp_activity_type.activity_type_desc)	tbl_activity.a ctivity_type
Activity_num_prefix	tbl_activity.activity_num_prefix
Activity_num	tbl_activity.activity_num
Start_date	tbl_activity.start_date
Start_time	tbl_activity.start_time
End_day	tbl_activity.end_day
End_time	tbl_activity.end_time
Report_date	tbl_activity.report_date
Prep_date	tbl_activity.prep_date
Activity_comment	tbl_activity.activity_comment
Last_update	tbl_activity.last_update
Agency (lkp.agency_name)	tbl_activity.agency
Family Violence (Yes/No)	tbl_nibrs_activity.domestic_violence
Suspect of Using (lkp_nibrs_suspect_using.using_desc)	tbl_nibrs_activity.using_1/using_2/using_3
Method_type (lkp_method_type.type_desc)	tbl_method.method_type
method_value (lkp_method.method_value_desc)	tbl_method.method_value
instrument_category (lkp_instrument_category.instrument_cat_desc)	tbl_criminal_instrument.instrument_cat
instrument_type (lkp_instrument_type.instrument_type_desc)	tbl_criminal_instrument.instrument_type
instrument use (lkp_instrument_use.instrument_use_desc)	tbl_criminal_instrument.instrument_use
Victim Injured? (if this is yes)	tbl_crime.victim_injured
treatment_type (lkp_treatment_type.treatment_desc)	tbl_crime.treatment_type
Homicide? (if this is yes)	
homicide_type (slk_homicide_type.type_desc_10)	tbl_crime.homicide_type
Homicide_situation (slk_homicide_situation.situation_desc)	tbl_crime.homicide_situation
Officer assaulted? (if this is yes)	
Officer Assault activity (lkp_officer_assault_activity.officer_assault.desc)	tbl_officer_assault.officer_assault_activity
Officer Injury (lkp_officer_injury.injury_desc)	tbl_officer_assault.officer_injured
Activity_location	
Location_type (lkp.location_type.location_type_name)	tbl_activity_location.location_type
Address_type (lkp_address_type.type_desc)	tbl_location.address_type
Location_name	tbl_location.location_name
House_num	tbl_location.house_num
Dir_prefix	tbl_location.dir_prefix
Street_name	tbl_location.street_name
Street_type	tbl_location.street_type
dir_suffix	tbl_location.dir_suffix
Apt_num	tbl_location.apartment_num
Cross_dir_prefix	tbl_location.cross_dir_prefix
Cross_street_name	tbl_location.cross_street_name
Cross_street_type	tbl_location.cross_street_type
Cross_dir_suffix	tbl_location.cross_dir_suffix
City	tbl_location.city
State	tbl_location.state
Zip_code	tbl_location.zip_code
Last_update	tbl_location.last_update
activity_attribute (if value is yes')	

Attrib_type (lkp_activity_attrib_type.type_desc)	tbl_activity_attribute.attrib_type
attrib_value (lkp_activity_attrib_value.value_desc)	tbl_activity_attribute.attrib_value
attrib_comment	tbl_activity_attribute.attrib_comment
Activity_status (current status='y')	
Status_desc	tbl_activity_status.status_code
Status date	tbl_activity.status.date
Activity Violation	
Attempt	tbl_violation.attempt
Vio_type (lkp_violation_type.vio_type_name)	tbl_violation.vio_type
Vio_section	tbl_violation.vio_section
Vio_desc	tbl_violation.class_desc
class_code (lkp_classification.class_desc)	tbl_violation.class_code
NIBRS_UCR (slk_nibrs_ucr.offense)	tbl_violation.nibrs_ucr
NIBRS_Bias (lkp_nibrs_bias.bias_desc)	tbl_violation.nibrs_bias
NIBRS_Entry (Slk.NIBRS_Method_Entry.method_desc)	tbl_violation.nibrs_entry
NIBRS_Location (lkp_nibrs_location_type.type_desc)	tbl_violation.nibrs_location
NIBRS_Premises	tbl_violation.nibrs_premises
last update	tbl_violation.last_update

Participant Data

Activity Participant	
Participant ID	tbl_activity_participant.participant_id
Involvement (lkp_actv_prtcp_type.actv_prtcp_desc)	tbl_activity_participant.actv_prtcp_type
Last Name	tbl_person_name.last_name
First Name	tbl_person_name.first_name
Middle Name	tbl_person_name.middle_name
Name_Suffix	tbl_person_name.name_suffix
Name Type (lkp_name_type.name_desc)	tbl_person_name.name_type
Birth Place	tbl_person.birth_place
Birth Date	tbl_person_name.birth_date
Nibrs_age	tbl_person_name.nibrs_age
Age From	tbl_person_name.age_from
Ethnicity (lkp_ethnicity.ethnicity)	tbl_person.ethnicity_code
Race (lkp_race.race)	tbl_person.race_code
Sex (lkp_sex.sex)	tbl_person.sex_code
Height from	tbl_person.height_from
Height To	tbl_person.height_to
Weight from	tbl_person.weight_from
weight to	tbl_person.weight_to
Hair Color (lkp_person_attrib_attrib_value.value_desc)	tbl_person_attribute.attrib_value (attrib_type='hairc')
Eye Color (lkp_person_attrib_attrib_value.value_desc)	tbl_person_attribute.attrib_value (attrib_type='eyes')
Build From	tbl_person.build_from
Build To	tbl_person.build_to
DL (lkp.ident_type.id_desc)	tbl_identification.id_num (id_type='dl')
DI Class (lkp_ident_class.class_desc)	tbl_identification.id_class
Other ID (lkp.ident_type.id_desc)	tbl_identification.id_type, tbl_identification.id_num
ID_State	tbl_identification.id_state
SS#	tbl_identification.id_num (id_type='SS')
Home Phone	tbl_phone.phone (phone_type='home')

Work Phone	tbl_phone.phone (phone_type='work')
Other Phone (lkp_phone_type.phone_desc)	tbl_phone.Phone_type, tbl_phone.phone
Phone Comment	tbl_phone.phone_comment
SMT-Category (lkp_smt_category.category_desc)	tbl_person_smt.category_code
SMT-body part (lkp_smt_body_part.body_part_desc)	tbl_person.smt.body_part_code
SMT- Descriptor (lkp_SMT_descriptor.descriptor_desc)	tbl_person.smt.descriptor_code
SMT - Comment	tbl_person_smt.smt_comment
participant relationship (lkp_prtcp_relate_type.prtcp.relate_desc)	tbl_participant_relationship.prtcp_relate_type
participant relate comment	tbl_participant_relationship.prtcp_relate_comment
Booking_num	tbl_participant_arrest.booking_num
Arrest date	tbl_participant_arrest.arrest_date
contact dispo (lkp_contact_disposition.contact_dispo_desc)	tbl_participant_arrest.contact_dispo
Nibrs type (lkp_nibrs_arrest_type.type_desc)	tbl_participant_arrest.nibrs_type
booking Date	tbl_participant_arrest.booking_date
personnel attribute	
Clothing (lkp_clothing_code.clothing_desc)	tbl_clothing.clothing_code
clothing comment	tbl_clothing.clothing_comment
Employer	tbl_person_employment.employer
Occupation	tbl_person_employment.occupation
Employer Address	
Participant Address	
Location type (lkp_location_type.location_type_name)	tbl_participant_location.location_type
Address_type (lkp_address_type.type_desc)	tbl_location.address_type
Location_name	tbl_location.location_name
House_num	tbl_location.house_num
Dir_prefix	tbl_location.dir_prefix
Street_name	tbl_location.street_name
Street_type	tbl_location.street_type
dir_suffix	tbl_location.dir_suffix
Apt_num	tbl_location.appt_num
City	tbl_location.city
State	tbl_location.state
Zip_code	tbl_location.Zip_code
last update	tbl_location.last_update
participant Violation	
vio_id	tbl_participant_violation.vio_id
Attempt	tbl_Participant_violation.attempt
Vio_type (lkp_violation_type.vio_type_name)	tbl_Participant_violation.vio_type
Vio_section	tbl_Participant_violation.vio_section
Vio_desc	tbl_Participant_violation.class_desc
class_code (lkp_classification.class_desc)	tbl_participant_violation.class_code
NIBRS_UCR (slk_nibrs_ucr.offense)	tbl_Participant_violation.nibrs_ucr
Vio category (lkp_vio_category.category_desc)	tbl_participant_violation.vio_category
cited	tbl_participant_violation.cited
cite number	tbl_participant_violation.cite_num
Cjis Code (slk.NIBRS_state_code.code_desc)	tbl_participant_violation.nibrs_state_code
warrant type (lkp_warrant_type.warrant.type_desc)	tbl_participant_violation.warrant_type
warrant number	tbl_participant_violation.warrant_num
issuing agency	tbl_participant_violation.issuing_agency

dispo date	tbl_participant_violation.dispo_date
dispo type(lkp_contact_disposition.contact_dispo_desc)	tbl_participant_violation.dispo_type
last_update	tbl_participant_violation.last_update

Vehicle Data

activity Vehicle	
Veh inv type (lkp_veh_type.inv_veh_desc)	tbl_involved_vehicle.inv_veh_type
Veh year	tbl_vehicle.veh_year
veh make (lkp_veh_make.veh_make_desc)	tbl_vehicle.veh_make
veh model (lkp_veh_model.veh_model_desc)	tbl_vehicle.veh_model
veh license state	tbl_vehicle.veh_license_state
veh license number	tbl_vehicle.veh_license_num
vin	tbl_vehicle.vin
veh dispo	tbl_vehicle.veh_dispo
last update	tbl_vehicle.last_update
Participant Vehicle	
Veh relate type (lkp_veh_relate_type.veh_relate_desc)	tbl_participant_vehicle.veh_relate_type
Veh year	tbl_vehicle.veh_year
veh make (lkp_veh_make.veh_make_desc)	tbl_vehicle.veh_make
veh model (lkp_veh_model.veh_model_desc)	tbl_vehicle.veh_model
veh license state	tbl_vehicle.veh_license_state
veh license number	tbl_vehicle.veh_license_num
vin	tbl_vehicle.vin
veh dispo	tbl_vehicle.veh_dispo
last update	tbl_vehicle.last_update
impound date	tbl_impound.impound_date
impound reason	tbl_impound.impound_reason
impound hold	tbl_impound.impound_hold
release date	tbl_impound.impound_release_date
impound comment	tbl_impound.impound_comment
last update	tbl_impound.impound_last_update

Property Data

Property	
activity_id	
property type (lkp_property_type.property_type)	tbl_property.property_type
property status (lkp_property_status.status_desc)	tbl_property.property.status
Brand (lkp_property_brand.brand)	tbl_property.brand
article (lkp_property_article.article)	tbl_property.article
model (lkp_property_model.model)	tbl_property.model
property desc	tbl_property_desc
loss date	tbl_property.Loss_date
loss qty	tbl_property.loss_qty
loss unit (lkp_measure_unit.meas_unit_desc)	tbl_property.loss_unit
loss value	tbl_property.loss_value

loss comment	tbl_property.loss_comment
damage value	tbl_property.damage_value
recover date	tbl_property.recov_date
recover qty	tbl_property.recov_qty
recover unit(lkp_measure_unit.meas_unit_desc)	tbl_property.recov_unit
recover value	tbl_property.recov_value
frinal condition (lkp_property_condition.condition_desc)	tbl_property.final_condition
recover comment	tbl_property.recov_comment
Property dispo (lkp_property.dispo_desc)	tbl_property.property_dispo
dispo comment	tbl_property.dispo_comment
violation	tbl_property.vio_id (tbl_violation.vio_type, tbl_violation.vio_type, tbl_violation.vio_section, tbl_violation.vio_desc)
particiant id	tbl_participant_property.participant_id
prtcp prop type (lkp_prop_type.prtcp_prop_desc)	tbl_participant.prtcp_prop_type
prtcp prop comment	tbl_participant.prtcp_prop_comment
last update	tbl_participant.prtcp_last_update
property attribute	
property attribute type (lkp_property_attrib_type.type_desc)	tbl_property_attribute.attrib_type
property attribute value (lkp_property_attrib_value.value_desc)	tbl_property_attribute.attrib_value
property attribute comment	tbl_property_attribute.attrib_comment
last upate	tbl_property_attribute.last_update
ident type (lkp_property_ident_type.ident_desc)	tbl_property_ident.ident_type
ident number	tbl_property.ident_num
ident comment	tbl_property.ident_comment
last update	tbl_property.last_update

Assignment Action Notes Data

Vio_type (lkp_violation_type.vio_type_name)	tbl_violation.vio_type
Vio_section	tbl_violation.vio_section
Assignment Action_code (lkp_assignment_action_code.action_desc)	tbl_assignment_action.assignment_action_code
action_comment	tbl_assignment_action.action_comment
order by action date	

Exhibit "B"
Cohero
Standard Software License Agreement
(See attached.)

Exhibit "B"
Cohero
Standard Software License Agreement

This Cohero Software License Agreement is a legal agreement between COHERO and CUSTOMER for use of the software product(s) as defined in the Agreement, which includes computer software and associated media, printed and electronic materials, and may include "on-line" or electronic documentation ("Software Products" or "Software"), by CUSTOMER.

SOFTWARE PRODUCT LICENSE

The Software Products are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties.

1. **GRANT OF LICENSE.** The Software Products are only licensed, not sold. COHERO hereby grants the CUSTOMER the following rights:
 - a. **USE OF LICENSE.** CUSTOMER is hereby granted a non-transferable, non-exclusive right to use the Software Products for the CUSTOMER's own internal use.
 - b. **STORAGE/NETWORK USE.** The CUSTOMER may install, store and use the Software Products as required according to the licensing quantity and type as specified in the Agreement Documents.
 - c. **ADDITIONAL COPIES.** The CUSTOMER may make additional copies of the Software Products as reasonably required for development and backup purposes provided that such copies contain all of the copyright notices and other proprietary markings contained on the original

2. **DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.**
 - a. **LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION, AND DISASSEMBLY.** The CUSTOMER may not reverse engineer, decompile, or disassemble the Software Products, except and only to the extent that such activity is expressly permitted under Paragraph 1 above or by applicable law, notwithstanding this limitation.
 - b. **SEPARATION OF COMPONENTS.** The Software Products provided are licensed as a single product. Its component parts may not be separated for use on more than one computer.
 - c. **TERMINATION.** Without prejudice to any other rights, COHERO may terminate this Software License Agreement if CUSTOMER fails to comply with the terms and conditions of this Software License Agreement. In such event, CUSTOMER must immediately destroy all copies of the Software Products and all component parts.

3. **COPYRIGHT.** The Software Products are protected by copyright laws and international treaty provisions. Therefore, CUSTOMER must treat the Software Products like any other copyrighted material except that CUSTOMER may make additional copies of the Software Products solely for backup or archival purposes. CUSTOMER may not copy or distribute the electronic or printed documentation accompanying the Software Products except as may be required for maintenance or training purposes.

EXHIBIT "C"
Certificate of Insurance

INSURANCE REQUIREMENTS

1.0 General Provisions

1.1 The Contractor shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, City shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Contractor. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract.

1.2 Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein or cover such subcontractors under its insurance coverage.

1.3 The Contractor agrees that the insurance requirements specified in this section do not reduce the liability Contractor has assumed in any indemnification/hold harmless section of this contract.

1.4 City reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Contractor to fully comply with requirements of this section during the term of the contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of City.

1.5 Insurance coverage required by this section shall:

1.5.1 Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by City

1.5.2 Be with an insurer possessing an A-VII. A. M. Best Rating

1.6 **Subcontractor Insurance.** If the contractor utilizes the services of another company or subcontractor, affiliate or non-affiliate, in order to fulfill the requirements covered under this Agreement, then those other companies or subcontractors must comply with the insurance provisions within this Agreement.

2.0 Minimum Insurance Coverage & Limits

2.1 Commercial General Liability. Contractor shall maintain commercial general liability and, if necessary commercial umbrella insurance as specified below.

2.1.1 Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, product-complete operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.1.2 City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the commercial general liability using **ISO additional insured endorsement CG 20 10 and CG 20 37** or their equivalent, including coverage for City with respect to liability arising out of the completed operations of Contractor.

2.1.3 Limits of Insurance

2.1.3.1 \$1,000,000 Per Occurrence

2.1.3.2 \$1,000,000 Personal/Advertising Injury

2.1.3.3 \$2,000,000 General Aggregate

2.1.3.4 \$2,000,000 Products/Completed Operations Aggregate

3.0 Evidence of Insurance

3.1 Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this section, Contractor shall furnish City a certificate(s) of insurance, including for subcontractors cited in Section 1.6, executed by a duly authorized representative of each insurer, showing compliance with this section. **Contractor shall furnish copies of all endorsement to insurance policies as required by each section herein to the City.**

3.2 Failure of City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

3.3 City shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.

3.4 Failure to maintain required insurance may result in termination of this contract at sole option of the City.

3.5 The Contractor shall furnish a Certificate of Insurance (COI) evidencing insurance coverage required by this section ten (10) business days preceding commencement of contracted service(s). The COI shall:

3.5.1 List each insurers' NAIC Number or FEIN

3.5.2 List **contract number, project name**/number, name of event, location (building name, building address, etc.), date(s) of event or service being performed

3.5.3 State insurance is on a primary basis and non-contributory with any insurance/or self-insurance carried by City

3.5.4 Specifically list reference to all endorsements required herein

3.5.5 List the specific number of days cancellation provided pursuant to policy language for notice of cancellation on certificate

3.5.6 List City of Plano, Risk Management Division, 7501 A Independence Parkway, Plano, Texas, 75025 in the Certificate Holder Section



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/13/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CS&S/ALLIANT INS SERVICES, INC. PO BOX 946580 MAITLAND, FL 32794-6580 Phone - 877-724-2669 Fax - 877-763-5122	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		
INSURED COHERO 3912 GEORGIA ST SAN DIEGO, CA 92103	INSURER A : National Fire Insurance Company of Hartford		NAIC # 20478
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	N	4031502230	03/13/2012	03/13/2013	EACH OCCURRENCE	\$2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$300,000	
	MED EXP (Any one person)						\$10,000	
	PERSONAL & ADV INJURY						\$2,000,000	
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	4031502230	03/13/2012	03/13/2013	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	BODILY INJURY (Per person)							
	BODILY INJURY (Per accident)							
	PROPERTY DAMAGE (Per accident)							
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							
							WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is names as additional insured Designated person or Organization.

Location: 3912 GEORGIA ST, SAN DIEGO, CA, 92103

CERTIFICATE HOLDER

CITY OF PLANO
1520 Avenue K
PLANO, TX 75074

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER
B 4031502230

INSURED NAME AND ADDRESS
Cohero
3912 GEORGIA ST
SAN DIEGO, CA 92103

ADDITIONAL INTEREST SCHEDULE

LOCATION 1 **BUILDING** 1

Type: Designated Person or Organization

Additional Interest Name and Address:

CITY OF PLANO

1520 Avenue K

PLANO

, TX 75074

LOSS PAYEE SCHEDULE

All loss payees as their interests may appear in the Covered Property.

The following provisions apply in accordance with the insurable interest of the loss payee: Loss Payee

Description of Property: Any Covered Property in which a loss payee, creditor or lender holds an interest, including any person or organization you have entered a contract with for the sale of Covered Property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:
* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following is added to Paragraph **C. Who Is An Insured:**

- 4. Any person or organization shown in the Schedule is also an insured, but only with respect to "bodily injury," or "property damage" or "personal and advertising injury" arising out of your ongoing operations or premises owned by or rented to you.

10020003040315022304479



Exhibit E
VENDOR CONNECTION AGREEMENT

DATED 05/15/12

This Connection Agreement (the "Agreement") is entered into by and between The City of Plano (the "City"), a municipal corporation and COHERO, Vendor", a California corporation, on the _____ day of _____, _____, City and Vendor may be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, the City desires Vendor to provide services relative to RMS Database Replication and N-DEX Data Export;

WHEREAS, the Vendor agrees to provide such services, which requires access to the City's server.

NOW THEREFORE, the Parties hereto agree as follows:

Technical Requirements. Vendor understands and agrees that:

The Vendor acknowledges by signing this document that they have read and accept all applicable terms of the City's Security Policy. The City only allows remote access to their network by an authorized virtual private network ("VPN") connection. The City does not allow any Microsoft virtual private network ("VPN") solution for remote access; devices originating a VPN connection must be separated from the public Internet by a hardware/software firewall and must also use a commercially available anti-virus package; local area network ("LAN") devices originating a VPN connection must be addressed from address space allocated in RFC 1918; that Vendor shall be responsible for and shall bear any and all expense for modifications it must make to its configuration or equipment in order to comply with these requirements; and Vendor assumes any and all risk associated with connecting to the City and its network, and the City shall not be responsible for any security breaches on Vendor's network resulting from or related to Vendor's use of the City approved VPN client.

Limitations on Use. Vendor understands and agrees that the City may, in its sole

discretion, and without advanced notice to Vendor;

1. Assign VPN bandwidth to vendors on an individual basis;
2. Limit the number of concurrent connections that may be made by any Vendor at any one time.
3. Disconnect any vendor responsible for the origination of network traffic that the City deems to be unnecessary, harmful, or disruptive
4. Enforce security policy that requires unique login credentials be supplied for each VPN connection with the understanding that these logon credentials are subject to change every 45 days; and
5. Immediately de-activate VPN accounts upon notification by Vendor of a change in employment status of any employee granted access to the City's network

Liability. Vendor expressly agrees that it shall be liable for any and all damages, including but not limited to actual, consequential, or incidental damages, for disruptions caused by their negligence or intentional misconduct to the City's network, 911 system, or other network services resulting from or related to Vendor's connection to the City's networks. Vendor also expressly agrees to notify the City of staffing changes involving employees with access to the City's network within 24 hours.

Signature_____

Name (Printed) _____

Title_____

Company_____

Date: _____