EXHIBIT A
SOFTWARE AND MOBILE DATA SYSTEM EQUIPMENT LIST

Software Enhancement Services and MDS Extended Warranty Agreement
between City of Fresno
and Broadcast Microwave Services, Inc. (DBA "Data911")

1.   Software Covered

SOFTWARE MODULES DESCRIPTIONS

Item	Description	Licenses
01) CAD Client	Computer Aided Dispatch System	Site License
02) CAD Server	CAD Software Server Program-processes queries for mobile units	Site License
03) RMS Client	Records Management System	Site License
04) RMS Server	RMS Software Server Program-processes queries for mobile units	Site License
05) RPW	Desktop Report Writing System	Site License
06) ACR	Arrest and Citation Register	Site License
07) MX Client	Mobile Communications Software	Site License
08) MX Server	Mobile Communications Software Server-handles communications between mobile units and other associated interfaces	Site License
09) MSG	Desktop Messaging Software	Site License
10) MSG Server	Messaging (Software) Server-handles messaging from desktop to mobiles and vice versa	Site License
11) ECOMM	External Communications Software	Site License
12) ECOMM Server	External Communications Software Server-handles ECOMM messages and routes to appropriate interfaces	Site License
13) VMS Server Maintenance	Maintenance of the related VMS Software Servers	Site License
14) RX Server	Mobile Report Writer	Site License
15) AVL Desktop	Automatic Vehicle Locator, Live Console	Site License
16) AVL Mobile	Automatic Vehicle Locator, Mobile Client	Site License

17) AVL Playback	Automatic Vehicle Locator, Playback Historical Console	Site License
18) GEO Maintenance	Common Place, Street, and Zone maintenance (sub component of CAD)	Site License
19) Geocode Service	Event GEO Coder (subcomponent of CAD and AVL)	Site License
20) CAD Times	Calculates Closed Event Response Times (subcomponent of CAD)	Site License
21) CAD Backup	Tracks last case and event for disaster recovery (sub component of CAD)	Site License
22) Enterprise Manger	Administrative tool to manage all Hub-Data911 software accounts	Site License

EXHIBIT B
SOFTWARE ENHANCEMENT SERVICES STATEMENT OF WORK

Software Enhancement Services and MDS Extended Warranty Agreement
between City of Fresno ("Client")
and Broadcast Microwave Services, Inc. (DBA "Data911")

Data911 agrees to provide Client the services hereinafter described with respect to application software, in accordance with the fee schedule herein and the subject to the provisions set forth below.

1. For Data911 software products, Data911 will provide a fifteen minute response time during normal business hours (Monday to Friday, 0900 to 1700) and sixty minute response time during holidays and outside normal business hours (Monday to Sunday, 1700 to 0900) for emergency support request. An emergency is defined as an application failure of the software defined in Exhibit A to the Agreement. Response is defined as the point in time when the Contractor begins diagnosis of the reported problems. Client shall use the method of communication that is identified by Data911 for emergency service request. Modem online software technical support service shall be used when applicable. Data911 shall provide 24-hour response time for on-site software emergency service, when required.

2. Data911 will provide media for all new releases, modifications and enhancements to the software modules listed in Exhibit A to the Agreement, at no additional cost to the Client.

3. Data911 will provide telephone consultation regarding:

    (a) Questions related to public safety data practices and procedures;
    (b) System administration consultation and assistance; e.g. paper flow and retention;
    (c) Exceptions to Standard Procedures;
    (d) Modification of Client's computer software or purchase of additional hardware.

I. NON CHARGEABLE SERVICES

In addition to the above releases or enhancements to the software, there shall be NO CHARGE for any new releases or enhancements to Data911 software as provided to all its Clients under enhancement and service agreements.

II. CHARGEABLE SERVICES

Items listed below are not under Data911 control, and are therefore chargeable. Client will be billed at Data911 then current rate or a fixed charge to be agreed upon.

Examples:

(a)   Recovery of lost data caused by hardware (other than MDS hardware) or operator error of the Client.

(b)   Assistance with word processing and/or other software, including operating system software not written by Data911.

(c)   Assistance due to user failure to follow prescribed procedures or exercise normal care in data processing.

(d)   Research, review, and revision of operational work.

(e)   Upgrade of Client hardware system (other than MDS hardware), new operating system and data conversion.

(f)   Retraining on modules already operational.

(g)   Additional copies of software documentation.

(h)   Installation of interfacing of additional hardware (other than MDS hardware).

(i)   Cabling.

(j)   Software changes mandated by local, county, state, or federal authorities.

Data911 time is chargeable in 15 minute increments for chargeable services requested and completed during normal business hours.

A minimum charge of one hour applies to all chargeable services requested and completed during non business hours.

EXHIBIT D
COMMUNICATION LINK SPECIFICATION

Software Enhancement Services and MDS Extended Warranty Agreement
between City of Fresno ("Fresno")
and Broadcast Microwave Services, Inc. (DBA"Data911")

Description: Admin messaging link from Fresno CAD and mobiles to FSO system for all positions served by the FSO messaging system, including agencies such as Clovis PD which may be connected to FSO.

A specification will be created by Data911 and approved by the Fresno Police Department before the programming begins.

Mutually agreed to specifications must be supported by FSO Messaging System.

The ability to move forward remains contingent on the Fresno Sheriff's Department having a system available to make this bridged connection.

EXHIBIT E
Name Alert System

Software Enhancement Services and MDS Extended Warranty Agreement
between City of Fresno ("Fresno")
and Broadcast Microwave Services, Inc. (DBA "Data911")

Description: A display of RMS Name Alerts:

Currently, the Data911 system accommodates the tagging of a street address with an alert. Such that, when the address is run, the alert surfaces in MX and ECOMM as an alert to an officer to be aware of what ever conditions that are placed into the alert.

The challenge is that the system does not allow for any alert to be placed on a name. As such, if an officer in patrol runs a name and there is perhaps an alert that this individual is known to possess firearms and make threats of suicide by cop etc. the officer has no way of knowing this.

Given this, there is an inherent officer safety issue that needs to be resolved. So that, an alert can be placed on an individual; and, when an officer in patrol runs that name, the alert will surface on the MX side.

Since this alert already exists on address locations there is a need to extend this to names.

Software Enhancement Services and MDS Extended Warranty Agreement
between City of Fresno ("Fresno")
and Broadcast Microwave Systems, Inc. ("Data911")

Description: Unit/Event - Historical Time-Based Snap-Shot feature: Historically, in legacy systems there was a process that would create a snapshot "trash-print" every 15 minutes of Unit and Event activity.

So that as requests were made as to what was going on at a specific time, it would be easy to say with a high degree of timeliness and accuracy what Units were doing, and what type of call those units were on. Unfortunately, the current system requires that a data-miner must research every possible unit to determine what they were doing each day and at specific times.

This becomes a very time consuming process. As such, the proposed and simplified solution is to recreate a snapshot every 15 minutes as to what Units and Events have occurred at specific dates and times. Then, make such snapshots easily searchable.

1) The goal is to derive:
   (a) Who was on duty
   (b) What units were in-service
   (c) What units were on calls
   (d) What were the priority of those calls

2) The generation of a small text file is all that would be needed; exported with a date/time stamp along with a file name to include the respective information.

EXHIBIT G
Rights Modification Notification System

Software Enhancement Services and MDS Extended Warranty Agreement
between City of Fresno ("Fresno")
and Broadcast Microwave Services, Inc. (DBA "Data911")

Description: Temporary Rights Modification Notification System - Expiration Time-Out: A process is needed where an individual can be granted temporary elevated rights and an established expiration date – during temporary reassignment for a particular police function; but, where an expiration notification will be made to an established system admin of the temporary reassignment's expiring date.

The admin will then make a decision to extend or revert the rights to a previous level based on administrative notification.

As for this work, the vendor agrees to the expiring notification; but further stipulates that their development should not be expected to assume the programming challenge of detecting whether or not the user logs out after the expiration of their period of elevated rights; or, if they have not logged out, force a log out. This process will need to be handled by Fresno staff.

Fresno staff agrees that it will also need to exercise appropriate caution and discretion in providing and then removing elevated rights to users who might otherwise be engaged in some level of work in process.

The routine auditing of staff class privileges is already exercised by established personnel assigned with Security oversight of the system.

Exhibit H
INSURANCE REQUIREMENTS

Software Enhancement Services and MDS Extended Warranty Agreement
between City of Fresno ("CITY")
and Broadcast Microwave Services, Inc. ("CONTRACTOR")

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."

2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Professional Liability (Errors and Omissions) insurance appropriate to CONTRACTOR'S profession. Architect's and engineer's coverage is to be endorsed to include contractual liability.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR, or any party the CONTRACTOR subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY**:

   (i) $1,000,000 per occurrence for bodily injury and property damage;
   (ii) $1,000,000 per occurrence for personal and advertising injury;
   (iii) $2,000,000 aggregate for products and completed operations; and,
   (iv) $2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY**:

$1,000,000 per accident for bodily injury and property damage.

OR*

PERSONAL AUTOMOBILE LIABILITY insurance with limits of liability not less than:

(i) $100,000 per person;
(ii) $300,000 per accident for bodily injury; and,
(iii) $50,000 per accident for property damage.

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.

4. **EMPLOYER'S LIABILITY**:

(i) $1,000,000 each accident for bodily injury;
(ii) $1,000,000 disease each employee; and,
(iii) $1,000,000 disease policy limit.

5. **PROFESSIONAL LIABILITY** (Errors and Omissions):

(i) $1,000,000 per claim/occurrence; and,
(ii) $2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event CONTRACTOR purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONTRACTOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONTRACTOR shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

(i)   The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
(ii)   CONTRACTORshall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The *General Liability and Automobile Liability insurance policies* are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. CONTRACTOR shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.

3. For any claims related to this Agreement, CONTRACTOR'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it. CONTRACTOR shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The *Workers' Compensation insurance policy* is to contain, or be endorsed to contain, the following provision: CONTRACTOR and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

If the *Professional Liability (Errors and Omissions) insurance policy* is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONTRACTOR.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by CONTRACTOR, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to CITY for review.

5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. CONTRACTOR is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONTRACTOR shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONTRACTOR shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

VERIFICATION OF COVERAGE

CONTRACTOR shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, CONTRACTOR shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

EXHIBIT I
DISCLOSURE OF CONFLICT OF INTEREST

Software Enhancement Services and MDS Extended Warranty Agreement
between City of Fresno and Broadcast Microwave Services, Inc.

Question	YES*	NO
1. Are you currently in litigation with the City of Fresno or any of its agents?		
2. Do you represent any firm, organization or person who is in litigation with the City of Fresno?		
3. Do you currently represent or perform work for any clients who do business with the City of Fresno?		
4. Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?		
5. Are you or any of your principals, managers or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?		
6. Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with the subject matter of this service?		
*** If the answer to any question is yes, please explain in full below. Attach additional pages, if necessary.**		
Item # ___		
Item # ___		

(name)

_____
(company)

_____
(address)

_____
(city, state, zip)

_____
Signature

_____