

**AMENDMENT #1 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT AND SOFTWARE
MAINTENANCE AGREEMENT 130551**

LAKE HAVASU CITY, AZ
("Customer")

and

SUNGARD PUBLIC SECTOR INC.
("SunGard Public Sector")

This Amendment (the "Amendment") amends the parties' Software License and Services Agreement and Software Maintenance Agreement with an Execution Date of October 23, 2013 (collectively, the "Agreements") expressly as provided for in this Amendment.

The Execution Date of this Amendment is the latest date shown on the signature page of this Amendment.

Customer and SunGard Public Sector, intending to be legally bound, agree as follows:

1. Defined Terms. Except as otherwise set forth herein, each defined term in the Agreement has the meaning ascribed to that term in the Agreement when the term is used in this Amendment.
2. Amendment to and Modification of Software License Agreement.

The Agreement is amended and modified as follows:

(a) The following Component System has been deleted from the Agreement:

Qty	Part #	Component Systems	License Fee	Discounted License Fee
		Computer Aided Dispatch System		
1	CAD-INT-CRY	CAD INTERFACE TO CRYWOLF	\$ 7,500.00	\$ 375.00
1	CAD-INT-TS	TELESTAFF INTERFACE	5,500.00	275.00
		Records Management System		
1	RMS-ASSET-5	ASSET MANAGEMENT MODULE-5 WORKSTATION	800.00	40.00
1	RMS-PS-5	PAWN SHOP/PAWN WATCH - 5 WORKSTATION	1,300.00	65.00
1	RMS-SOFF	SEX OFFENDER MODULE	11,250.00	562.50
1	RMS-DOCSCAN	DOCUMENT SCANNING AND STORAGE	7,500.00	375.00
1	RMS-CFS-5	CALLS FOR SERVICE MODULE - 5 WORKSTATION	800.00	40.00
		TOTAL LICENSE FEE:	\$ 34,650.00	\$ 1,732.50

The parties hereby terminate Customer's license to use the terminated Component System. Customer agrees to destroy or return the terminated Custom Modification to SunGard Public Sector. In the event Customer elects to re-license the terminated Component System in the future, they shall be licensed at the fees in effect at that time. Customer has paid the amount of One Thousand Seven Hundred Thirty Two Dollars and Fifty Cents (\$1,732.50) towards the purchase of the terminated Component System. SunGard Public Sector agrees to credit Customer's account in this amount to be used towards the Additional Component Systems below. SunGard Public Sector absolves and relieves Customer from the obligation, if any, to pay the remaining balance that may be owed on the terminated Component System.

(b) The following Component System have been added to the Agreement:

Qty	Part #	Component Systems	License Fee
		Computer Aided Dispatch System	
1	CAD-T1	BASE COMPUTER AIDED DISPATCH SYSTEM - UPGRADE TO SITE LICENSE	\$ 15,000.00
		Records Management System	
1	RMS-BASE-T1	BASE RECORDS MANAGEMENT SYSTEM - UPGRADE TO SITE LICENSE	15,000.00
		Jail Management System	
1	JMS-BASE-5	JAIL MANAGEMENT SYSTEM MODULE - UPGRADE TO SITE LICENSE	4,650.00
		Subtotal:	\$ 34,650.00
1	DISCOUNT	DISCOUNT	\$ (32,917.50)
		TOTAL LICENSE FEE:	\$ 1,732.50

SUMMARY OF COSTS

	Price
Component Systems	\$ 1,732.50
Credit	(1,732.50)
Total	\$ -

The Software Maintenance Agreement is amended and modified as follows:

(c) The Software Maintenance is hereby amended to delete the following Component System:

Qty	Part #	Component Systems	Initial Payment Amount	Support Type
		<i>Computer Aided Dispatch System</i>		
1	CAD-INT-CRY	CAD INTERFACE TO CRYWOLF	\$ 1,200.00	7x24
1	CAD-INT-TS	TELESTAFF INTERFACE	880.00	7x24
		<i>Records Management System</i>		
1	RMS-ASSET-5	ASSET MANAGEMENT MODULE-5 WORKSTATION	128.00	7x24
1	RMS-PS-5	PAWN SHOP/PAWN WATCH - 5 WORKSTATION	208.00	7x24
1	RMS-SOFF	SEX OFFENDER MODULE	1,800.00	7x24
1	RMS-DOCSCAN	DOCUMENT SCANNING AND STORAGE	1,200.00	7x24
1	RMS-CFS-5	CALLS FOR SERVICE MODULE - 5 WORKSTATION	128.00	7x24
		TOTAL LICENSE FEE:	\$ 5,544.00	

(d) The Software Maintenance is hereby amended to add the following Component System:

Qty	Part #	Component Systems	Initial Annual Support Payment Amount (Second Contract Year*)	Support Type
		<i>Computer Aided Dispatch System</i>		
1	CAD-T1	BASE COMPUTER AIDED DISPATCH SYSTEM - UPGRADE TO SITE LICENSE	\$ 2,400.00	7x24
		<i>Records Management System</i>		
1	RMS-BASE-T1	BASE RECORDS MANAGEMENT SYSTEM - UPGRADE TO SITE LICENSE	2,400.00	7x24
		<i>Jail Management System</i>		
1	JMS-BASE-5	JAIL MANAGEMENT SYSTEM MODULE - UPGRADE TO SITE LICENSE	744.00	7x24
		TOTAL MAINTENANCE:	\$ 5,544.00	

*The initial term of support for the products listed above shall be deemed to have commenced commensurately with Customer's current annual support term, and will be billed with Customer's current Contract Year support term.

3. Integration Provision. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. As of the Execution Date, the Agreement, as further amended by this Amendment constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties.

Lake Havasu City, AZ

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____

DocuSigned by:
SunGard Public Sector Inc.

Chris Coleman

BY: _____

PRINT NAME: Chris Coleman

PRINT TITLE: Vice President & CFO

DATE SIGNED: 6/3/2015