

SunGard Public Sector Quote			
Customer Name: Redlands, CA Address: 35 Cajon St, Suite 30 City, State, Zip: Redlands, CA Customer Contact: Howard Pearce SunGard Public Sector Contact: Carlene Goodeill Quote Date: October 6, 2010 Quote Expiration: January 5, 2011			
Product/Services	Additional Services		
	Hours	Rate	Cost
Initial Third-Party Upgrade on Production Environment			
-Oracle 9i/Microfocus 2.2/Recompile Programs	24	\$175	\$4,200
-Weekend Uplift		Fixed	\$1,500
Creation of Initial Test Environment (IFAS 7.9.4)			
-Database Server/Test Web Server Install/Third-Party Products/Oracle Native Drivers/Configuration & Data Refresh	60	\$175	\$10,500
Second Third-Party Upgrade on Production Environment			
-Oracle 10g/Microfocus 5.0/Oracle Native Drivers/Recompile Programs	24	\$175	\$4,200
-Weekend Uplift		Fixed	\$1,500
7.9.4 Production Application & Web Server Updates			
-Application Server (includes Weekend Uplift)		Fixed	\$4,500
-Web Server (includes Weekend Uplift)		Fixed	\$750
Remote Project Management		Fixed	\$4,073
Totals	108		\$31,223

SUNGARD
PUBLIC SECTOR

This Quote constitutes an Amendment to the existing Contract and Agreement by and between SunGard Public Sector and Customer. Except as otherwise provided herein, all terms and conditions of the existing Contract and Agreement shall remain in full force and effect. As applicable for certain customers, the term "Contract and Agreement" is defined as the Software License Agreement by and between the parties hereto.

The Software or "Licensed Systems" licensed by SunGard Public Sector are provided in and may be used in machine-readable object code form only. SunGard Public Sector offers the Customer, through a third-party escrow agent, a Source Code Escrow Agreement that provides for release of the source code version of the Licensed Systems from escrow upon the occurrence of certain release events, such as SunGard Public Sector's failure to provide required maintenance services as agreed.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in addition to the prices quoted above and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which SunGard Public Sector delivers, F.O.B. SunGard Public Sector's place of shipment, the Licensed Systems to Customer.

The SunGard Public Sector application software warranty shall be for a period of one (1) year after delivery. There is no Testing and Acceptance period on the Licensed System(s) herein.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.

Third-party hardware/software maintenance and/or warranty will be provided by the third-party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third-party products specified in this Quote. The return and refund policy of each individual third-party hardware/software supplier shall apply. Before signing this Quote, please contact your Account Manager if you are not certain which products are provided by a third-party.

This Agreement is based on the current licensing policies of each third-party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard Public Sector reserves the right to adjust this proposal to reflect those changes.

Pricing for professional services, including training, project planning, project management, custom modifications, and installation, is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current rates for the services at issue.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Payment Terms are as Follows:

License, Fixed Fee services identified above, Hardware and Third-Party Software Fees are due upon execution of this Quote. Hourly, time-and-materials services are due monthly, as such services are delivered. Travel/Living expenses are due as incurred monthly. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only - actual shipping charges will be due upon delivery.

SunGard Public Sector Application Annual Support - the initial term of Maintenance and Support Services is included in License Fees and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the initial support period. Support fees shown for the second term of support shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of that term at the then prevailing rate. Third-Party Application Annual Support Fees - payment terms shall be as provided by the Third-Party to Customer with the exception that any fees listed above for the initial term of support are due upon execution of this Quote.

Please indicate that your purchase is per the terms and conditions of this proposal dated:

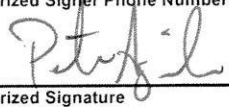
October 6, 2010

Authorized Signer Name (print):

Pete Aguilar, Mayor , City Clerk

Authorized Signer Phone Number (print):

(909) 798-7531



December 7, 2010

Authorized Signature

Date

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City, State, Zip:		Redlands, CA							
Customer Contact:		Howard Pearce							
SunGard Public Sector Contact:		Carlene Goodeill							
Quote Date:		October 6, 2010							
Quote Expiration:		January 5, 2011							
Product/Services	License	Maintenance	Training		Conversion/ Development		Additional Services		
			Hours	Cost	Hours	Cost	Hours	Cost	
Position Budgeting	\$4,400	\$880	64	\$10,240	0	\$0			
Employee Online	\$10,600	\$2,120	36	\$5,760	32	\$6,400			
Work Order Management	\$9,500	\$1,900	24	\$3,840	0	\$0			
Documents Online	\$8,930	\$1,786	12	\$1,920	0	\$0			
Click, Drag and Drill	\$5,300	\$1,060	64	\$10,240	0	\$0			
Best Practices Review: Financials							40		\$9,000
Best Practices Review: Human Resources							40		\$9,000
Software Installation							44		\$7,700
Remote Project Management							Fixed		\$9,615.00
Totals	\$38,730	\$7,746	200	\$32,000	32	\$6,400	124		\$35,315

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October 6, 2010

Authorized Signer Name (print):

Pete Aguilar

, Mayor

, City Clerk

Authorized Signer Phone Number (print):

(909) 798-7531

Authorized Signature

December 7, 2010

Date