Date Submitted: July 29, 2014 **Agenda Date Requested:** August 7, 2014
Time Requested: 5 minutes

To: Mayor and Supervisors
From: Purchasing and Contracts

Subject Title: For Possible Action: Action to approve the Amendment, Support Agreement and Software License Agreement with Tiburon for services that will be used by a response agency, therefore not suitable for public bidding pursuant to NRS 332.115 1. (g) & (h), for a not to exceed cost of $899,000 to be funded from the 2014 Tiburon Project Account in the 911 Surcharge Fund (File No. 1415-035). (*Kim Belt*)

Staff Summary: This amendment, support agreement and Software License Agreement are enhancements to the City's Enhanced 911 system. The 2014 Tiburon Project is a combination of hardware and software that (1) facilitates computer aided dispatch, (2) manages crime records (new ones and those that are decades old, and (3) automates jail management. The total cost of the project is anticipated to be $1.2 million which includes $899,000.00 for Tiburon products and services, $211,000.00 for hardware, and the remaining $90,000.00 for network improvements. This Board Action addresses the $899,000 for Tiburon products and services only.

The Carson City Board of Supervisors approved the original Tiburon Agreement at the September 7, 2000 meeting. This amendment, support agreement and Software License Agreement will allow Carson City to continue to provide 911 assistance.

Type of Action Requested: (check one)

(____) Resolution   (____) Ordinance
(**X**) Formal Action/Motion (____) Other (Specify)

Does This Action Require A Business Impact Statement: (___) Yes (**X**) No

Recommended Board Action: I move to approve the Amendment, Support Agreement and Software License Agreement with Tiburon for services that will be used by a response agency, therefore not suitable for public bidding pursuant to NRS 332.115 1. (g) & (h), for a not to exceed cost of $899,000 to be funded from the 2014 Tiburon Project Account in the 911 Surcharge Fund (File No. 1415-035).

Explanation for Recommended Board Action: Pursuant to **NRS 332.115 subsection 1 (g) & (h)**, staff is requesting the Board of Supervisors declare that the Purchase Order is not adapted to award by competitive bidding.

NRS 332.115 1. (g) & (h) Contracts not adapted to award by competitive bidding; purchase of equipment by local law enforcement agency, response agency or other local governmental agency; purchase of goods commonly used by hospital.
1. Contracts which by their nature are not adapted to award by competitive bidding, including contracts for:
(g) Hardware and associated peripheral equipment and devices for computers;
(h) Software for computers;

Applicable Statute, Code, Policy, Rule or Regulation: NRS 332.115 subsection 1. (g) & (h)

Fiscal Impact: $899,000

Explanation of Impact: If approved the below listed account could be reduced by $899,000.

Funding Source: 911 Surcharge Fund - Account – 287-2540-422-77-43 as provided in FY 2014/2015. This project was budgeted in FY 2013/2014 from bond proceeds and accumulated Fund Balance. The amounts will be carried forward as a result of a budget augmentation to the FY 2014/2015 budget.

Supporting Material: Tiburon Amendment, Support Agreement and Software Licensing Agreement.

Prepared By: Kim Belt, Purchasing and Contracts Manager

Reviewed By: _____ Date: _7/29/14_
(Fire)

_____ Date: _7/29/14_
(Sheriff)

_____ Date: _7/29/14_
(City Manager)

_____ Date: _7/29/14_
(District Attorney)

_____ Date: _7/29/14_
(Finance Director)

Board Action Taken:

Motion: _____   1) _____   Aye/Nay

2) _____   _____

_____

_____

_____

_____

_____
(Vote Recorded By)

CARSON CITY, NEVADA
CONSOLIDATED MUNICIPALITY AND STATE CAPITAL

MEMO TO: BOS
Nick Marano, City Manager

FROM: Nick Providenti, Finance Director
John Wilkinson, IT Director

DATE: July 29, 2014

RE: Explanation of Tiburon Contract

The total agreement is comprised of four parts (four attachments).

- Part 1 is an amendment to the City's current "Support Agreement" with Tiburon, in which we substitute new software (along with implementation) for our old software.

- Part 2 is the "Support Agreement," a 14 year old active contract under which we are currently receiving Tiburon services. It was "Exhibit D" under the original September 2000 agreement with Tiburon, and is so labeled. This agreement is being amended, but it will remain intact as an active contract – it will continue to be the City's support agreement.

- Part 3 is the "Enhancement Proposal" – actually, it's the Statement of Work, and is also referred to as the "EP."

- Part 4 is the "Software License Agreement" or SLA. The purpose of including this Sept 2000 agreement (it's actually a separate independent contract) is to document that the City has the same rights to the new software as it had with the old software. It was "Exhibit C" under the original September 2000 agreement with Tiburon, and is so labeled.

Sheriff Furlong, Fire Chief Giomi, John and myself will be available at the Board Meeting should anyone need additional information or require further clarification.

PART 1

Amendment
To The Agreement For Extended Services

This Amendment to the Agreement for Extended Services dated September 7, 2000 ("Support Agreement") by and between Tiburon, Inc. ("Tiburon") and Carson City ("Client"), which is attached hereto, is entered into on August 7, 2014 ("Effective Date").

WHEREAS, the parties entered into the Support Agreement for Tiburon to provide Client with maintenance and support services for the installed Tiburon applications;

WHEREAS, Client desires Tiburon to migrate the Tiburon Applications from the Unix platform to the Windows platform as further detailed in the attached Enhancement Proposal EP-2606 "Migration from UNIX Platform to CommandCADV2.8 LawRECORDS v7.9.2, includes ARS v7.9.2 JailRECORDS v7.9.2 and MobileCOM v5.3", which is attached hereto as Attachment A and incorporated herein by reference (hereinafter, "EP");

WHEREAS, Tiburon desires to perform the services set forth in the attached EP;

NOW THEREFORE, the parties mutually agree as follows:

1) Migration Services: Client's acceptance of this Amendment shall be deemed Client's acceptance of the terms and conditions set forth in the EP and shall serve as Client's consent for Tiburon to proceed with the work detailed therein. Tiburon's acceptance of this Amendment shall be deemed Tiburon's acceptance of the terms and conditions set forth in the EP and shall serve as Tiburon's acceptance to perform the services set forth therein.

2) Product Names: Upon completion of the work to be performed pursuant to the EP, the names of the applicable products shall be changed to those set forth in the EP.

3) Licensing: The parties hereby agree that the software licenses currently in place between the parties pursuant to the "Software license Agreement For The Tiburon DDP Products" entered into by the parties on September 7, 2000, attached hereto, shall carry forward to the migrated products to be provided as part of the EP.

4) Source Code: Tiburon agrees to provide Client with machine readable copies of source code in accordance with this Agreement for Tiburon licensed software licensed in the EP upon the occurrence of any of the following conditions:

   a. Tiburon ceases active operation of its business
   b. A voluntary or involuntary petition in bankruptcy is filed against Tiburon, and such petition is not stayed or removed within thirty (30) days after the filing thereof
   c. Tiburon make any substantial assignment for the benefit of creditors.

The form of machine readable source code for all Tiburon developed application programs in the EP will be held in escrow by Iron Mountain, a third party escrow service provider and will show Client as a beneficiary of such escrow. Source code for third party software is not to be provided.

5) **Applicable Law:** This Amendment shall be construed in accordance with and governed by the laws of the State of Nevada.

6) **Disputes:** The parties to this Amendment shall exercise their best efforts to negotiate and settle promptly any dispute which may arise with respect to this Agreement. Time is of the essence in the resolution of disputes. In the event that a dispute cannot be so settled, it shall be resolved in accordance with the rules of the American Arbitration Association whose decision shall be conclusive, final, and binding on the parties for all purposes.

7) **Conflict of Terms:** In the event there is a discrepancy between this Amendment, the Support Agreement and the EP, the EP shall take precedence followed by the Amendment and then the Support Agreement.

8) **All Other Terms:** All other terms and conditions set forth in the Support Agreement shall remain in full force and effect.

9) **Signatures:** By signing in the space designated below, the parties hereby accept this Amendment, including the terms and conditions set forth in the EP:

Carson City:

Name:
Title:
Date:

Tiburon, Inc.:

Name:
Title:
Date:

PART 2

EXHIBIT D TO THE AGREEMENT FOR TIBURON'S DIRECT DELIVERY PRODUCTS

TIBURON, INC.

AGREEMENT FOR EXTENDED SERVICE

This Agreement is entered into this ___7ᵀᴴ___ day of _SEPT._, 2000, by and between ___Carson City, 201 North Carson, Carson City, NV 89701___ (hereinafter referred to as "CLIENT") and Tiburon, Inc. (hereinafter referred to as "TIBURON"), having its primary place of business at 39350 Civic Center Drive, Suite 280, Fremont, California 94538.

IT IS HEREBY AGREED:

WHEREAS, CLIENT has determined that it requires the categories of application software maintenance on the software systems which have been provided to CLIENT by TIBURON under a separate agreement (hereinafter the "PROGRAM"). These software systems are identified in Exhibit A, which is attached hereto and hereby incorporated by reference, and

WHEREAS, CLIENT requires the provision of professional and technical services and materials as specified in this Agreement, and

WHEREAS, TIBURON is qualified to provide the services and materials required by CLIENT as specified in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, CLIENT and TIBURON agree as follows:

1.   PERIOD OF PERFORMANCE

The term under which TIBURON shall be obligated to perform under this Agreement shall be for the time period specified in Exhibit A, and shall continue for this time period or until this Agreement has otherwise been terminated as provided herein.

2.   STATEMENT OF WORK

With respect to the PROGRAM, TIBURON shall perform the following maintenance services:

a.   TIBURON shall retain a copy of the PROGRAM source code.

b.   If during the term of this Agreement, (1) CLIENT discovers defects in the PROGRAM such that the PROGRAM will not perform in accordance with the specifications as previously accepted by CLIENT, (2) CLIENT notifies TIBURON of such defects in writing; and (3) such defects are reproducible, then TIBURON shall provide timely corrections of such defects.

c.   If problems arise concerning the PROGRAM, TIBURON shall provide telephone assistance and support via remote dial-in.

d.   If remote support is available, but an on-site visit is required to correct the defect, TIBURON will travel to the site at no additional charge if the problem lies solely with TIBURON application software. If CLIENT is unable to provide remote dial-in and an on-site visit is necessary to correct the problem, TIBURON will bill for travel and per diem costs. If the problem is CLIENT generated, CLIENT is responsible for all fees and expenses and will be billed at TIBURON's current service rate in addition to all travel costs.

e.   TIBURON shall provide CLIENT with a quarterly status report to include a summary of site activity and client requests.

f.   TIBURON shall provide a toll-free telephone service for routine operational and technical assistance.

Technical and operational service shall be available during TIBURON's normal support hours of 8:00 a.m. to 5:30 p.m. Pacific Time (excluding weekends and TIBURON holidays) and at additional times according to the terms defined in the Schedule of Services and Charges in Exhibit B which is attached hereto and hereby incorporated by reference.

g.   TIBURON shall provide software upgrades and enhancements as per the Schedule of Services and Charges attached hereto as Exhibit B. Any installation and special tailoring required shall be charged at the Technical Service Rate as identified in Exhibit B. All such software provided by TIBURON shall be covered by the terms of this Agreement.

If CLIENT has source code on-site, and corrections for reported problems or defects are due substantially to CLIENT's errors or CLIENT's changes to the system environment, or relate to CLIENT-modified portions of the PROGRAM or to portions of the PROGRAM affected by CLIENT-provided software, or if diagnosis of problems reported erroneously shall be performed by TIBURON, CLIENT will be charged at the Technical Service Rate, plus applicable travel and per diem expenses.

3.   CLIENT RESPONSIBILITIES

CLIENT agrees to provide those services and facilities defined below which are necessary for the provision of services by TIBURON under this Agreement. CLIENT and TIBURON agree that the scope and schedule of services to be provided by TIBURON under this Agreement depend upon the timely fulfillment of CLIENT responsibilities.

a.   CLIENT shall assign a coordinator to ensure that CLIENT's duties set forth in this Agreement are met, to coordinate appropriate schedules in connection with TIBURON's services hereunder, and to provide other coordination activities which are necessary for TIBURON to perform its services hereunder. CLIENT shall maintain performance logs documenting trouble calls and availability of on-line systems according to procedures provided by TIBURON.

b.   CLIENT shall assign individuals who are familiar with the PROGRAM, and who are able to provide on-site technical assistance as required by TIBURON to aid TIBURON in performing its services. CLIENT personnel will screen operational assistance calls and handle operational problems where appropriate.

c.   CLIENT shall ensure that appropriate maintenance activities are carried out on a regularly scheduled basis in accordance with site documentation. This includes but is not limited to backing up the database and journal logs, purging out of date records and running reports and performing diagnostics as requested by TIBURON.

d.   CLIENT shall provide dial-in access to CLIENT's computer, making it accessible by TIBURON for remote service. CLIENT is responsible for the provision of all local equipment (dial-up modems, telephone termination, communications port, etc.) required to support access by TIBURON. If CLIENT has source code on-site, CLIENT shall also compile programs and run appropriate tests following each remote access as requested by TIBURON. In the event that CLIENT does not comply with these provisions, Technical Service charges as specified in Exhibit B shall apply.

e. CLIENT shall meet with TIBURON as may be reasonably required to discuss operational issues and the status of the PROGRAM and provide timely responses to issues related to maintenance and PROGRAM performance raised in writing by TIBURON.

f. CLIENT shall update and maintain the input data as may be required for satisfactory PROGRAM operation, and be responsible for the accuracy of CLIENT-provided data.

g. If CLIENT has source code, CLIENT shall provide TIBURON with a complete copy of the production source code in a format compatible with TIBURON's support environment so that TIBURON has ready access to the code for maintenance work. Complete replacement copies shall be made available on a timely basis upon request by TIBURON.

h. If CLIENT has source code, CLIENT shall be responsible for storing a complete copy of the production source code off site as an emergency back up.

4. PAYMENT

CLIENT shall make payments to TIBURON based on invoices submitted. Schedules and amounts of invoices shall be determined in accordance with Exhibit B.

Pricing adjustments for annual maintenance of the system originally installed hereunder hereunder shall not exceed the base year amount plus 6% per year for each year after execution of this Agreement, excepting any year in which the U.S. Cities consumer price index exceeds 6%, in which case the price increase shall not exceed the U.S. Cities consumer price index increase percentage. Maintenance of additions or modifications to the system, excluding system updates, shall be priced accordingly.

5. INDEPENDENT CONTRACTOR

Each party hereto, in performance of this Agreement, will be acting in its own capacity. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. TIBURON will be responsible for payment of payroll taxes, unemployment insurance, and similar obligations with respect to its own employees, and no deductions shall be made from payments due under this Agreement for that or any other related reason.

6. LICENSE

With respect to each change, correction, or enhancement to PROGRAM furnished to CLIENT under this Agreement, TIBURON grants to CLIENT a perpetual, non-exclusive, non-assignable, non-transferable license to use such change, correction, or enhancement solely as part of the PROGRAM.

7. CLIENT MODIFICATIONS

If CLIENT has source code on-site, CLIENT shall not make any changes or modifications to TIBURON application software or to application software operating environment without TIBURON's prior written authorization. Any such changes without TIBURON's prior written authorization shall be deemed unauthorized and in violation of the terms and conditions of this Agreement.

At no additional cost to CLIENT, TIBURON shall provide updates to the TIBURON External Interface Software and/or documentation, including all existing screen formats currently supported by TIBURON, for all legal requirements or modifications mandated by NCIC, or the CLIENT's respective

State, when such requirements or modifications require a programming/source code change to the Licensed Software. Changes mandated or offered by CLIENT's respective City and/or County are not covered. Changes to State and/or NCIC protocols are considered outside the scope of this Agreement.

8. CONFIDENTIAL INFORMATION

TIBURON shall regard all CLIENT files and data as CLIENT's confidential information. TIBURON shall not release said data to outside parties without written consent of CLIENT. To the extent allowed by law, CLIENT shall regard all software and documentation provided by TIBURON as confidential information. CLIENT shall not release or provide access to said software and documentation to outside parties without written consent of TIBURON.

9. TERMINATION

This Agreement may be terminated by either party by giving at least a ninety (90) day advance written notice to the other party.

Upon termination of this Agreement for any reason, the provisions relating to Confidential Information and License shall survive.

10. INSURANCE

TIBURON shall, at its own expense, at all times while TIBURON is performing services at CLIENT's facilities, maintain in force:

a. A comprehensive general liability insurance policy including coverage for contractual liability for obligations assumed under the contract documents, blanket contractual liability, products and completed operations and owner's and contractor's protective insurance; and

b. Comprehensive automobile liability insurance policy including owned and non-owned automobiles; and

c. Liability coverage shall be equal to or greater than the limits for claims made under the Nevada Tort Claims Act with minimum coverage of $500,000 per occurrence (combined single limit for bodily injury and property damage claims) or $500,000 per occurrence for bodily injury and $100,000 per occurrence for property damage. Liability coverage shall be provided on an "occurrence" basis. "Claims made" coverage will not be acceptable.

Certificates of insurance acceptable to CLIENT shall, upon request, be filed with CLIENT, prior to the commencement of any services at CLIENT facilities by TIBURON. Each certificate shall provide that coverage under the policy cannot be canceled and restrictive modifications cannot be made until at least 30 days prior written notice has been given to CLIENT.

11. AMENDMENTS

This Agreement may be amended upon mutual written agreement by CLIENT and TIBURON to include, but not be limited to, additional services and support, continuation of maintenance of the equipment and software, replacements, and upgrades.

12. APPLICABLE LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Nevada.

EXHIBIT A

TO THE AGREEMENT FOR EXTENDED SERVICES

SOFTWARE SUPPORT AND MAINTENANCE FEES

CLIENT
Carson City Nevada
Purchasing Office
21 North Carson
Carson City, NV 89701

CONTACT – Kathie Heath
CLIENT # M1190-14

Support and Maintenance provided to the CLIENT listed above shall be pursuant to the terms and conditions of the Agreement for Extended Service dated September 7, 2000 (the "Agreement").

The term of the Agreement shall commence on the effective date and shall continue until termination in accordance with the terms thereof. This exhibit sets forth the current annual maintenance fee for the software applications and software modules listed below. Upon payment of the amount set forth below, this Exhibit A shall be attached to and become part of the Agreement. Except as provided below, annual maintenance fees are payable in advance of each anniversary of the effective date of the Agreement. Tiburon, Inc. reserves the right to increase the annual maintenance fee on an annual basis upon ninety (90) days prior written notice to the CLIENT, which adjustments shall become effective on the anniversary of the effective date of the Agreement. The annual maintenance fee will be adjusted as necessary to reflect changes in the software applications and software modules listed below or changes in the level of support provided under the Agreement. Such adjustments will be charged or credited as incurred on a pro rata basis and will be reflected in a new Exhibit A, which, upon delivery to the CLIENT, shall be attached to, and become part of, the Agreement.

Payments for all technical services outside the scope of Basic Services and Options included in the CLIENT's annual maintenance fee shall be invoiced to the CLIENT as incurred. All such invoices shall be due and payable within thirty (30) days of CLIENT's receipt thereof.

Additionally, Client agrees to test all Tiburon provided corrections, whether reported by Client as Technical Service Requests (TSRs) or not, and either approve the correction or report issues being experienced with the correction within twenty (20) calendar days of receipt of such corrections. Upon Client's approval or failure to communicate issues with any particular correction within the specified time frame, the TSR will be closed if a TSR was opened, or Tiburon may suspend support services if the correction was a Tiburon initiated matter.

Tiburon reserves the right to charge an administrative fee of 10% of the annual maintenance fees for semi-annual or quarterly invoices.

Software Model	Months	CPU Make	Start	End	Total Fees
CAD/2000	12		7/1/14	6/30/15	$75,133
LawRECORDS	12		7/1/14	6/30/15	$34,341
JailRECORDS	12		7/1/14	6/30/15	$35,658
Mapping	12		7/1/14	6/30/15	$6,944
Oracle	12		7/1/14	6/30/15	$6,897
VINE IF	12		7/1/14	6/30/15	$827
				Total	$159,800

Failure to pay when due the annual maintenance fee, any adjustment thereto, any invoice or any other amounts owing under the Agreement shall constitute a default under the Agreement and could result in the termination of support services under the Agreement, additional administrative charges for reinstating lapsed support services, as well as collection fees (including reasonable attorneys' fees and expenses).

13. **LIMITATION OF LIABILITY AND REMEDIES**

    a.   <u>Limited Warranty</u>

    While this Agreement is in effect, TIBURON warrants that all computer programs developed or provided under this Agreement will conform to such applicable specifications as may be developed under this Agreement.

    THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

    b.   <u>Limitation of Damages and Remedy</u>

    TIBURON's liability hereunder for damages shall not exceed the annual maintenance charge paid to TIBURON for the period in which the cause of action occurred. In no event shall TIBURON be responsible for any indirect, consequential, incidental, or tort damages.

14. **ENTIRE AGREEMENT**

This Agreement sets forth the entire understanding between the parties as to the subject matter hereof and merges all prior discussions between them, and neither party shall be bound by any prior representations, conditions, understandings, or warranties except for original system warranties or those expressly provided herein, or in any surviving terms of prior written agreements between the parties hereto, or in any written agreements signed by representatives of the parties on or subsequent to the date of this Agreement. No provision appearing on any form originated by CLIENT shall have any force or effect unless such provision is expressly accepted in writing and signed by a representative of TIBURON.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates set forth below.

CARSON CITY:
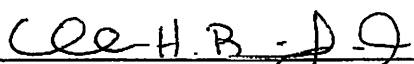
Signature of Authorized Representative

Ray Masayko
Name

Mayor
Title

SEPTEMBER 7, 2000
Date

TIBURON:

Signature of Authorized Representative

_____Charles H. Bridges, Jr._____
Name

_____Vice President & CFO_____
Title

_____August 28, 2000_____
Date

EXHIBIT B

TO THE AGREEMENT FOR EXTENDED SERVICE

SCHEDULE OF SERVICES AND CHARGES

Support and Maintenance provided to the CLIENT listed in Exhibit A shall be pursuant to the terms and conditions of the Agreement for Extended Service dated September 7, 2000 (the "Agreement").

Upon CLIENT's payment of the amount set forth on Exhibit A to the Agreement, this Exhibit B shall be attached to, and become part of the Agreement. Any changes to the services options selected in this Exhibit B shall be reflected in a new Exhibit B which, upon payment of any additional amounts due, shall be attached to, and become part of, the Agreement.

BASIC SERVICES

Tiburon will provide basic services as defined in the Statement of Work contained in Section 2 of the Extended Service Agreement for the software systems as defined in Exhibit A.

Support for Computer Aided Dispatch, Message Switch and Corrections Management Systems is 24 hours per day, 7 days per week. Support for other products is from 8:00 a.m. to 5:30 p.m. Pacific Time, excluding weekends and normal Tiburon holidays, unless the "24/7" Service Option is selected. In all cases, call-out charges will apply as described below.

The following is paraphrased from the recently adopted Bylaws.

> Voting membership in the Tiburon User Group, as set forth herein, is included in the Basic Service. The quantity of voting members is based on the number of Tiburon products installed, with the appropriate software licenses, at the CLIENT. For purposes of establishing voting memberships, a product is defined as SS/2000 – Computer Aided Dispatch, Police Records Management, Fire Records Management, Correction Management System, and Mobile Data System. The Tiburon User Group Conference is held annually at a location to be determined.

"24/7" SERVICE OPTION $7,000 per year/per system   _____
                                                                     (initial)

Products not normally covered by 24-hour support may optionally be supported with 24-hour coverage (including Tiburon holidays). Applicable call-out charges continue to apply. If this option is not in force, technical support requests outside of covered hours are charged at technical service rates as defined below.

NEW PRODUCTS

Additional Tiburon software systems, subsystems and Tiburon provided third-party products, such as hardware, and networking software may be acquired under this Agreement. Tiburon installation, special tailoring, license fees and third-party peripherals required shall be charged at the then current Technical Services Rate or as quoted by Tiburon or the third party.

TECHNICAL SERVICE RATES

1. Technical Service Rates

Technical Services Rates shall be invoiced to CLIENT as incurred at the rates then in effect.

A minimum of four (4) hours per occurrence will be charged for work conducted at Tiburon facilities and a minimum of eight (8) hours at CLIENT site for Technical Services not covered under Basic Services or "24/7" Service Option as described previously.

2. Materials, Travel and Per Diem Expenses

When applicable, all special materials, plus travel and per diem expenses shall be charged to CLIENT at cost.

3. Call-Out Charges

Systems not covered under 24/7 support, call-outs will be billed at $250 per call. After the first hour, the rate is $250 per hour with a two-hour minimum.

If CLIENT's systems are covered under the 24/7 support, the off-hour call-out fee is $50.

4. Remote Access

All charges in this Agreement are predicated on CLIENT providing the required hardware, software, and operating environment for dial-in service. If CLIENT does not provide this support for dial-in service, the following additional charge will apply:

$500 per month per system supported

In addition, travel and per diem expenses for on-site support required due to lack of remote access will be charged as defined in Exhibit B, page 2, item 1.

PART 3

TIBUR⟋N®

July 9, 2014

Carson City Sheriff's Office
Karin Mracek
Communications Manager
911 East Musser Street
Carson City, NV 89701

Subject: Enhancement Proposal (EP) – 2606: Migration from UNIX Platform to CommandCAD V2.8/LawRECORDS v7.9.2, includes ARS v7.9.2/JailRECORDS v7.9.2 and MobileCOM v5.3

Reference: Agreement for Extended Service between Tiburon, Inc. and Carson City dated September 7, 2000

Dear Ms. Mracek:

Tiburon, Inc. is pleased to present the Carson City Sheriff's Office (hereinafter, "Client") with this Enhancement Proposal for a Migration from UNIX Platform to CommandCAD V2.8/LawRECORDS v7.9.2, includes ARS v7.9.2/JailRECORDS v7.9.2 and MobileCOM v5.3 (hereinafter, referred to as the "Proposal").

Scope Description and Responsibilities

The attached Exhibit 1, Statement of Work ("SOW") describes the project tasks, responsibilities of each party and defined completion criteria.

Price Description

1) Firm fixed price: $ 899,975

2) The Tiburon Annual Maintenance Fee will not increase as a result of this Proposal.

3) This Proposal does not include:

- Warranty
- Hardware or third party products or services

4) Any taxes levied by a government agency. Taxes, if applicable are the sole responsibility of the Client.

5) Upon completion, the application feature(s) agreed to in this Proposal will be considered a customized featured exclusive to the Client's system. This feature will not be included in any future upgrades, unless specifically contracted as an additional add-on feature.

Tiburon, Inc. 3000 Executive Parkway, Suite 500, San Ramon, CA 94583 t: 925-621-2700 f: 925-621-2799

Effective Date and Payment Schedule

1) The work described herein will be scheduled to commence at a mutually agreeable date after Client's acceptance of this Proposal.

2) Payment Schedule: Client shall make payments in accordance with the Milestone Payment Schedule, which is attached hereto and incorporated herein as Exhibit 2. Payments for each milestone shall be made Net-30 upon completion of each referenced Task as set forth in Exhibit 2.

   Note: No scheduling of resources will occur until after the first payment milestone is paid. This Proposal may be cancelled at Tiburon's discretion upon written notice to Client if the first payment milestone is not paid when due.

3) Client's acceptance of this Proposal in the signature block provided below, authorizes Tiburon to proceed with the work described herein and confirms funding will be obligated. Any requisite contractual documents required by Client's purchasing procedures are the responsibility of the Client.

4) The terms and conditions of the above referenced Agreement, and this Proposal prevail regardless of any conflicting or additional terms and conditions on any Purchase Order or other correspondence. Any contingencies or additional terms obtained on any Purchase Order are not binding upon Tiburon. All Purchase Orders are subject to approval and acceptance by Tiburon.

5) This fixed price Proposal is valid through October 7, 2014.

Upon review and acceptance of this Proposal, please have a duly authorized person sign below and return the signed copy of the Proposal to Ron Lovejoy via e-mail at ron.lovejoy@tiburoninc.com or fax 510.217.6466. If you have any questions or require further information, please contact Ron at 951.898.0447, at your convenience.

Sincerely,

Vincent A. Tedesco

Vincent Tedesco
SVP, Operations

_____

By this signature, Client accepts this Proposal:

_____   _____
Signature   Date

_____
Printed Name / Title

TIBUR**A**N®

Exhibit 1

Statement of Work (SOW)

For:

Carson City, NV

Table of Contents

INTRODUCTION

This Statement of Work (SOW) defines the principle activities and responsibilities of the Client and Tiburon, Inc. (Tiburon) for the implementation of Tiburon applications (the "Project") defined below.

The Tiburon applications described below will be deployed in a Microsoft Windows environment.

The Statement of Work tasks are not always completed sequentially and some tasks may be concurrent. The completion and acceptance of any task is not necessarily contingent upon completion of the preceding task.

The Tiburon applications to be deployed in accordance with this Statement of Work include:

- CommandCAD v2.8 (22 licenses, 8 Dispatch/CT, 11Admin/Status, 3 Remote Workstation
  - CAD Mapping (6 workstation licenses)
  - Data Warehouse
  - ReformatDESIGNER
- LawRECORDS v7.9.2 (38)
  - Property Room
  - TIPS
- ARS Field Reporting v7.9.2 (44)
- JailRECORDS v7.9.2 (10)
- MobileCOM v5.3 (40 mobile map licenses)
- WebQUERYLocation Verification System (LVS)
- Following CommandCAD Interfaces
  - E911
  - AVL
  - Time Sync
  - Fire Station Alerting
  - CAD to FirehouseI/F (flatfile)
  - Paging Interface
  - ProQA
  - State Interface
  - Message Switch
  - CAD-RMS Transfer (Tiburon products)
- Following LawRECORDS Interfaces
  - State Upload Interface- Warrants
- Following JailRECORDS Interfaces
  - Barcode Interface
  - Pawn Interface
  - VINE Interface
  - Morphus Fingerprint Scanner for LiveScan
  - Telerun Inmate Status IVR System Interface

Development and approval of Client-specific application-related documentation will occur as follows:

- Tiburon will deliver a baseline specification document in electronic format for each Tiburon application that will be delivered under this project prior to the development of Client-specific tailoring and configuration parameters.

- As part of the Business Practice Review (BPR) task, Tiburon and the Client will review Client-specific parameters and field tailoring, which Tiburon will document in an Application

Tailoring Document (ATD). Tiburon will prepare and deliver the ATD in electronic format to the Client for review and approval.

☐   The baseline specification document(s) together with the approved ATD(s) will become the blueprint for configuring the Tiburon applications for delivery under this Statement of Work.

Attachment A.1 is an Interface Deliverable List. Tiburon will deliver a Client-specific version describing the interfaces developed during the Interface BPR and thereafter referred to as the Interface Control Document (ICD). The ICD will be used for a system integration demonstration of the Tiburon applications.

This upgrade does not include enhancements, customizations and modifications, including changes to the application source code, database layouts, report output column headers, formatting, and interfaces to internal/external databases or systems.

PROJECT MANAGEMENT COMMITMENT

The Client and Tiburon shall each designate a project manager to oversee the project and support the following:

Tiburon Responsibilities:

a. Maintain project communications with the Client's Project Manager.

b. Schedule all Tiburon staff and subcontractor support to ensure project progress and completion in accordance with the project schedule.

c. Conduct status meetings with the Client's Project Manager as required.

d. Provide responses to Client inquiries within ten (10) business days.

e. Prepare and submit a monthly project status report that identifies the activities of the previous month, as well as activities planned for the current month. Following the completion of Task 5 Project Schedule, the monthly status report will include an updated copy of the project schedule. Tiburon will deliver these reports no later than the tenth (10th) calendar day of each month.

Client Responsibilities:

a. Maintain project communications with Tiburon's Project Manager.

b. Coordinate and facilitate all Client staff and third-party support (vendors and/or agencies) to ensure project progress and completion in accordance with the project schedule.

c. Participate in status meetings with Tiburon's Project Manager.

d. Provide written responses to Tiburon inquiries, task completion letters, and document submittals within ten (10) business days.

e. Ensure that Client confirms completion of all project tasks through signature of the sign off letter presented by the Tiburon Project Manager within ten (10) business days of submittal of such letter, or notify Tiburon in writing why completion sign-off has not been provided.

f. Ensure Tiburon (Cisco) VPN remote access including dedicated high speed (T1 (1.544mb/s) or greater bandwidth). Access to Client servers on Client site(s) must be interactive, including but not limited to PC Anywhere, Remote Desktop, VNC, telnet, secure shell (SSH), and application-level TCP/IP socket connectivity as determined necessary by Tiburon. Access provided to Tiburon must include local administrative control of all servers involved in the Tiburon implementation. In addition, Tiburon requires the ability to dynamically upload/download files to the server(s) without third-party intervention.

g. Ensure workspace is available at the Client's project site for Tiburon's Project Manager. This space should include desks, chairs, and electrical connections.

h. Ensure telephones are located at each of the workspaces and adjacent to the central processor for the duration of the project. Tiburon will be responsible for all Tiburon-initiated long-distance charges while on site.

TASK 1   PROJECT INITIATION MEETING

Task Description:

A project initiation meeting will be scheduled on a mutually agreed to date and conducted by Tiburon via teleconference. The objectives of this event include:

- ☐ Client and Tiburon personnel introductions;
- ☐ Review project scope;
- ☐ Review Client and Tiburon roles and responsibilities;
- ☐ Establish a clear chain of communication and authority;
- ☐ Review the initial project schedule; and
- ☐ Review the process, agenda, and the resource and scheduling requirements for the BPR.

Tiburon Responsibilities:

a. Coordinate with the Client's Project Manager to establish a schedule and agenda for the meeting.

b. Conduct the project initiation meeting teleconference.

c. Deliver one (1) complete set of baseline specification documents, in electronic format, for each Tiburon application listed above.

Client Responsibilities:

a. Coordinate with Tiburon's Project Manager to establish a schedule and agenda for the meeting.

b. Ensure that all appropriate Client personnel attend and actively participate in the project initiation meeting.

Completion Criteria:

This task is considered complete when:

- ☐ The project initiation meeting has been held; and
- ☐ Baseline specification documentation for each Tiburon application has been delivered.

Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon.

TASK 2   BUSINESS PRACTICE REVIEW(S)

Task Description:

The BPR is a process of evaluating the Client's existing business practices in conjunction with Tiburon application functionality. The Client and Tiburon will meet to review the baseline specification documentation for Tiburon applications. The key objectives of these meetings are to promote understanding of system functionality, identify product tailoring requirements, and evaluate the integration of existing external interfaces. Application tailoring for database products includes adding an existing or new code table behind an existing field (no processing can be included). This process will allow the Client to identify any existing operating policies and/or procedures that may be modified to accommodate Tiburon application functionality.

Tiburon and the Client will identify and document all tailoring for each Tiburon application. Application tailoring includes the renaming of agency-specific data elements and the reformatting of existing data entry screens, as well as defining site-specific parameters (such as the lengths of certain fields, and field formats). Application tailoring for LawRECORDS and JailRECORDS includes adding an existing or new code table behind an existing field (no processing can be included) Application tailoring does not include modifications such as to the software source code, database layouts, report output column headers or formatting, or interfaces to internal or external databases or systems. Any such modifications are considered "customization" and, unless specifically identified as "included customizations," are not included in the scope of this project.

The BPR is a set-up and configuration activity. During this and the implementation phases, the Tiburon Project Manager will work with the Client to identify data sources that can be used to optimize the set up and configuration process.

Tiburon will summarize the information gathered during the BPR regarding Tiburon application tailoring requirements and site specific parameters in an ATD. The ATD will define how the Tiburon application(s) will be tailored for deployment at the Client site.

As a part of the BPR Task, Tiburon and the Client will review and define the parameters for all system interfaces. Those interface parameters will be described in the Interface Control Document (ICD).

Tiburon Responsibilities:

  a. Utilize the baseline specification documents as a guide for demonstration of Tiburon application functionality.

  b. Utilize the ICD as a guide for discussion of interface functionality and update ICD if necessary.

  c. Document and deliver the ATD(s).

Client Responsibilities:

  a. Ensure participation of Client staff with operational, policy, and procedure expertise, and decision-making authority, to analyze business practices in relation to Tiburon application functionality.

  b. Provide pertinent information, data, record layouts, documents, and make tailoring decisions for Tiburon applications.

c. Provide pertinent information, record layouts, documents, and connectivity necessary to establish interfaces with all local and remote systems.

d. Review the ATD submitted by Tiburon and identify in writing any specific issues found within ten (10) business days.

Completion Criteria:

This task is complete when the Client has approved the ATD. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter may be presented for the BPR as each Tiburon application is completed. Completion of this task for each application is required before Tiburon can proceed with any further project work in that application area.

TASK 3   FINALIZE HARDWARE REQUIREMENTS

Task Description:

Tiburon and the Client will validate the system hardware site topology, configuration and equipment list.

The Client will utilize the list to procure the system hardware and third-party software components according to the contract. All such items shall be procured in a timely manner to support the project schedule.

Tiburon Responsibilities:

a. Review of the site topology and provide recommendations to client on hardware changes needed to support the upgrade.

b. Deliver a final list of all hardware, third-party software, and third-party services required for this project that will be provided by the Client.

Client Responsibilities:

a. Upon request, provide information on existing hardware/system software components and terminal networks, as well as projected utilization statistics and other information as may be reasonably required to validate final hardware requirements.

b. Ensure that all equipment can be physically installed in equipment room(s).

c. Review site topology review and assure hardware deliverable (staged and ready for Tiburon), two weeks prior to agreed date for Tiburon Application installation

d. Review and approve the final hardware configuration document within ten (10) business days.

Completion Criteria:

This task is complete when the Client has approved the final hardware equipment list and configuration document. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. Procurement of the hardware/software is not required for task completion.

TASK 4   PROJECT SCHEDULE

Task Description:

Finalize the project schedule and define the priorities and inter-dependencies among tasks. Upon the Client's approval, the updated project schedule will supersede the initial project schedule.

Following the approval of the project schedule, any changes to the cutover date must follow the change proposal process.

Tiburon Responsibilities:

   a. Work with Client to finalize the project schedule.

   b. Confirm that all Tiburon tasks in the project schedule can be met.

   c. Deliver the project schedule document for the Client's review and approval.

Client Responsibilities:

   a. Work with Tiburon to develop the project schedule.

   b. Confirm that all Client tasks in the project schedule can be met.

   c. Review and approve the project schedule within ten (10) business days.

Completion Criteria:

This task is complete upon the Client's written approval of the project schedule. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon.

TASK 5   GEO-DATA FOR COMMANDCAD

Task Description:

Tiburon will implement procedures to support the loading of Client-Supplier Geo-data in the LVS format and will perform the initial conversion and loading. Tiburon will also provide training and documentation on the conversion and loading process. The Client will be responsible for ongoing conversions and loading of updated information using the Tiburon documented procedures.

Tiburon Responsibilities:

a. Obtain from the Client a standard ESRI ArcView shapefile containing the street centerline segments to be supported by the systems proposed. The minimum essential street data for each record include a StreetName field (or fields containing directional prefix, street name, street type, and directional suffix). The street centerline file must also contain, for each segment record in the street centerline file, appropriate ranges for low and high addresses, on both left and right sides, each in its own respective field (Example: From_Left, To_Left; From_Right, To_Right). All map layers must have the same geographic projection.

Note: Each required map layer, and some optional layers, must contain certain required data elements. Other data may be classified as recommended or optional. The usage and benefits of the various data elements is explained in more detail in the accompanying document titled MAVERICK LV-Map Content Requirements.

b. Obtain from Client all polygon boundary ArcView shapefiles for each service to be dispatched plus a City Boundary Layer. Common response boundary layers are: Police and/or Fire and/or EMS, reporting districts (RDs, grids, or atoms). Each service must be contained in a separate map layer which should be drawn as accurately as possible. Each layer must contain the following information, each in its own respective field: ServiceID, Agency, Dispatch Group, Area/Name ID (RD), Response Modifier (if any), and (Community). The City Boundary Layer must contain the City Name and three-letter City Code. All map layers must have the same geographic projection.

Note: Each required map layer, and some optional layers, must contain certain required data elements. Other data may be classified as recommended or optional. The usage and benefits of the various data elements is explained in more detail in the accompanying document titled MAVERICK LV-Map Content Requirements.

c. Use MaverickLVS to convert the collected map layers for system use.

d. Provide the Client with documentation of the conversion/loading process.

e. Provide the Client with information regarding the types of data exceptions that may be detected during data conversion and loading operations that require correction in the Client-provided source data.

f. Provide training to the Client on the use of Maverick MapSetup which is used for the conversion, configuration and distribution of map layers. The Client is responsible for both initial geo-data development and ongoing data maintenance.

Client Responsibilities:

a. Provide ESRI ArcView shapefile for each required layer as described in Paragraphs A and B of Tiburon Responsibilities section above. Layer content requirements are further detailed in the accompanying document titled MAVERICK LV-Map Content Requirements

   Note: Each required map layer, and some optional layers, must contain certain required data elements. Other data may be classified as recommended or optional. The usage and benefits of the various data elements is explained in more detail in the accompanying document titled MAVERICK LV-Map Content Requirements.

b. Assume responsibility for both initial geo-data development and ongoing data maintenance.

c. Provide a Map Administrator to act as the point of contact regarding conversion and loading issues.

d. Provide the above-specified ESRI ArcView shapefiles for import into the system via network connection, by compatible tape drive or CD-ROM media.

e. Review the provided documentation to ensure an understanding of the data requirements and usage.

f. Provide all ESRI and associated systems software licenses and workstation equipment necessary for the entry and maintenance of the base geographic information.

g. Provide trained staff to make data additions, deletions, or corrections as necessary in support of geo-data conversion and loading for on-line operations and for continuing geo-data maintenance.

h. Be solely responsible for the content and accuracy of the source map layers and all related data.

Completion Criteria:

This task is complete when the data has been successfully loaded into the system. Data errors in the Client-provided source will not prevent task completion. Task completion will be confirmed by the Client's signature on the task completion letter prepared by Tiburon. Task completion is required before Tiburon can proceed with the Code Table/ System File Training.

TASK 6   GEOFILE - LAWRECORDS

Task Description:

Tiburon will implement procedures to support loading the Client-supplied geofile data in Tiburon format into Tiburon application software system files, and will support the Client in conducting an initial geofile conversion and loading process. Tiburon will also provide documentation and a workshop on the geofile conversion and loading processes. The Client will be responsible for ongoing conversions and loading using the Tiburon-documented procedures.

Tiburon Responsibilities:

a. Obtain from the Client a standard ESRI ArcView shapefile containing the street centerline

   segments to be supported by the proposed applications. The minimum essential street data for each record must include a unique numeric record identifier, directional prefix, street name, street type, directional suffix, and city code. The street centerline file must also contain appropriate ranges for low and high addresses, on both left and right sides, for each segment record in the street centerline file. All of this data must reside in their own respective fields within the attribute table. The street centerline data must be resolved to latitude/longitude reference coordinates projected as GCS_North_American_1983, or GCS_North_American_1983_HARN.

b. Obtain from the Client all polygon boundary ArcView shapefiles representing police and/or fire

   and/or EMS reporting districts (RDs, grids, or atoms). Within each polygon boundary shapefile, all polygons representing RDs, grids, or atoms must include a polygon identifier or tag. The polygon identifiers must be unique in each respective polygon boundary shapefile. The polygon boundary data must be resolved to latitude/longitude reference coordinates projected as GCS_North_American_1983, or GCS_North_American_1983_HARN.

c. Use the Tiburon Geographic Data Optimization (GDO) tool to convert the data into the Tiburon

   format in preparation for loading into CommandCAD or LawRECORDS.

d. Provide the Client with GDO documentation.

e. Provide the Client with information regarding the types of data exceptions that may be detected

   during data conversion and loading operations that require correction in the Client-provided source data.

f. Using the point-in-polygon (PIP) functionality of GDO, attach the appropriate reporting district

   (polygon tag) data to the respective street centerline segment records.

g. Provide a training workshop to the Client on the use of GDO. The Client is responsible for both

   initial geofile development and ongoing geofile data maintenance.

Client Responsibilities:

a. Provide a standard ESRI ArcView shapefile containing the street centerline segments to be

   supported by the Tiburon applications. The minimum street data for each record must include a unique numeric record identifier, directional prefix, street name, street type, directional suffix, and city code. The street centerline file must also contain appropriate ranges for low and high addresses, on both left and right street sides, for each segment record in the street centerline file. All of this data must reside in their own respective fields within the attribute table. The street centerline data must be resolved to latitude/longitude reference coordinates projected as GCS_North_American_1983, or GCS_North_American_1983_HARN.

b. Provide all polygon boundary ArcView shapefiles representing police and/or fire reporting districts. Within each polygon boundary shapefile, all polygons representing Reporting Districts must include a polygon identifier or tag. The polygon identifiers must be unique in each respective polygon boundary shapefile. The polygon boundary data must be resolved to latitude/longitude reference coordinates projected as GCS_North_American_1983, or GCS_North_American_1983_HARN.

c. Assume responsibility for both initial geofile development and ongoing geofile data maintenance.

d. Provide a geofile coordinator to act as the point of contact regarding geofile conversion and loading issues.

e. Provide the above specified ESRI ArcView shapefiles for import into the GDO system via network connection, by compatible tape drive or CD-ROM media.

f. Review the Tiburon-provided GDO documentation and other provided geofile development documents to ensure an understanding of the geofile data requirements and usage.

g. Provide other polygon and polypoint shapefiles, and any other data files as necessary for the timely and accurate development of essential geofile data in support of the systems proposed.

h. Provide all ESRI and associated systems software licenses and workstation equipment necessary for the entry and maintenance of the base geographic information.

i. Provide trained staff to make data additions, deletions, or corrections as necessary in support of geofile conversion and loading for on line operations and for continuing geofile data maintenance.

j. Be solely responsible for the content and accuracy of the geofile and all related data.

Completion Criteria:

This task is complete when the Tiburon application database has been successfully loaded. Loading initial geofile data is sufficient for task completion; data errors in the Client-provided source data will not prevent task completion. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. Task completion is required before Tiburon can proceed with the Code Table/System File Training.

TASK 7   INITIAL SYSTEM INSTALLATION

Task Description:

Install system software required on client-provided servers to support software tailoring and demonstration of Tiburon applications.

Tiburon Responsibilities:

a. Install system software required on client-provided servers to support software tailoring and demonstration of Tiburon applications.

b. Deliver the site plan that identifies system characteristics such as network information, system architecture information, and hardware information.

c. Install primary database software.

Client Responsibilities:

a. The Client will procure, inventory, and install the Client-procured hardware configuration and operating systems. The equipment to be installed will be sufficient to support initial software installation, application program tailoring, initial interface development, and testing activities.

b. Provide Tiburon with the server and third-party information necessary for the Tiburon support files.

c. Provide a site adequate for the installation, operation, and maintenance of all computer and workstation equipment.

d. Provide all communication lines, modems, hubs, routers, cabling, and other components necessary for system operation and maintenance that are not provided by Tiburon.

e. Assume responsibility for modifications to furniture as required for workstation operation and maintenance.

f. Assist with the installation and verify operation of interfaces to any Client-provided networks.

g. Provide TCP/IP communications support for any existing networks, workstations, and printers that access Tiburon applications.

h. Install and test all remote workstations and communications equipment.

i. Review and comply with the Tiburon Software License Agreement (SLA).

Completion Criteria:

This task is complete when the initial system installation is completed. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon.

TASK 8   APPLICATION SOFTWARE TAILORING

The Tiburon application configured/tailored will be installed on the server.   Software will be configured/tailored in accordance with the ATD.

Tiburon Responsibilities:

    a. Tailor the Tiburon application software in accordance with the ATD.

    b. Install the software on the server

Client Responsibilities:

    a. Respond to all questions that arise during system tailoring within ten (10) business days to avoid impacting the overall project schedule.

Completion Criteria:

This task is complete when the tailored Tiburon applications are installed. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter will be generated for each Tiburon application.

TASK 9 INITIAL DATA CONVERSION - LAWRECORDS

Task Description:

This task involves the extract, conversion, loading, and testing of specified legacy application data into the new application database(s), based upon the approved data conversion plan.

Tiburon Responsibilities:

a. Prepare the required conversion software to accept the files from the Client's legacy system and create the necessary Tiburon application data files.

b. Perform the data conversion process to load the test files.

c. Develop a plan for final conversion.

Client Responsibilities:

a. Deliver the data to be converted to Tiburon (if different from the data provided in the data conversion planning task).

b. Conduct testing on the initial conversion to review functionality and data results.

c. Review resulting test files, document any problems, and collaborate with Tiburon on a plan for corrective action within ten (10) business days.

Completion Criteria:

This task is complete when Tiburon has converted the initial data. Data correction is not a requirement for completion of this task. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon.

TASK 10   SYSTEM INTERFACES

Task Description:

Install and test the following interfaces as defined in Attachment A.1, Interface Deliverables List.

Tiburon Responsibilities:

    a. Test interfaces to demonstrate conformance with the ICD(s).

Client Responsibilities:

    a. Assume responsibility for any hardware, software licenses, modifications, or additions to any systems not supplied, installed, tested, or licensed by Tiburon.

    b. Act as the liaison between the agencies and third-party vendors required to support the interfaces.

    c. Provide Tiburon with the physical connections for each interface, to allow Tiburon to test the functionality of each interface in an appropriate environment.

    d. If the interfaces are currently in operation, it is the Client's responsibility to disconnect each of the interfaces from the operational environment to facilitate interface testing. Testing may be required more than once during the project to ensure operational readiness.

Completion Criteria:

This task is complete when all interfaces have been demonstrated to function in accordance with the ICD. Delays or unavailability of external systems and/or interfaces not made available to Tiburon shall not delay completion of this task. In those cases where demonstration is delayed through no fault of either the Client or Tiburon, the Client shall authorize the demonstration of the interface function at a later date. Such rescheduling of interface demonstrations shall not delay the scheduled go-live or any subsequent tasks. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter will be generated for interfaces for each Tiburon application.

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TASK 11   CODE TABLE AND SYSTEM FILE TRAINING

Task Description:

Tiburon will provide a sample set of test/training files and deliver production data tables. This training **cannot be scheduled** until the geofile has been successfully completed by the Client and is loaded into the application. Tiburon will then train Client staff in the entry of agency-specific data. All training courses will be conducted Monday through Friday between the hours of 0800 and 1700.

Tiburon Responsibilities:

    a. Provide a sample set of test/training files and deliver production data tables.

    b. Training will be planned for session duration hours as listed below. If the Client releases the Tiburon trainer prior to the end of the scheduled session, the training shall be considered complete.

    c. Provide one (1) electronic copy of all training materials for this task no less than ten (10) days prior to training.

    d. Conduct training courses as outlined below:

Administration/Support Training Sessions	Session Duration (Hours)	Maximum Participants	Number of Sessions
CommandCAD System Administration	8	6	1
CommandCAD File and Table Maintenance	40	6	1
Browser Set Up Training for CAD (Sys Admin)	16	6	1
MobileCOM Administration	8	6	1
ReformatDESIGNER	16	6	1
LawRECORDS Administration	8	8	1
LawRECORDS Code Tables (new features since 7.4)	40	8	1
JailRECORDS Administration	8	8	1
JailRECORDS Code Tables	40	8	1

Note- MobileCOM Administration Training is done in conjunction (during the same trip) as MobileCOM training the Trainer.

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Client Responsibilities:

For each of the training courses described above, the Client will:

a. Complete entry of agency-specific data (i.e., code tables and parameters).

b. Assign personnel with basic Windows software skills to receive training. The number of course attendees shall not exceed the class sizes listed in the tables above.

c. Provide a suitable classroom facility with computer workstation equipment for each participant in the training session and the instructor. The room must be able to be darkened and include a Client-provided projector as well as a whiteboard or equivalent.

d. Provide one (1) set of training materials for each student; either hard copy or CD.

Completion Criteria:

This task is complete when Tiburon has conducted the training courses described above. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter will be generated for each Tiburon application.

TASK 12   WORKSTATION INSTALLATION

Task Description:

Implement Tiburon's client software on a pilot set of three (3) client workstations or mobiles. Provide the Client with the software and training to complete installation of all remaining client workstations or mobiles.

Tiburon Responsibilities:

    a. Install and test client software on workstations or mobiles at the Client's location.

    b. With the Client's assistance, install Tiburon's client software on up to three (3) computer desktop workstations or mobiles.

    c. During installation, train Client participants on the installation procedures.

Client Responsibilities:

    a. Install and configure the Tiburon-provided client software on all remaining workstations.

    b. Prior to use, comply with the setting requirements for the software.

    c. Test each workstation to ensure operation by logging in, launching the application, and completing a query, entry, and modification.

Completion Criteria:

This task is complete when Tiburon certifies that the three pilot workstations or mobiles have been installed with attendance of Client staff. The installation, testing, and demonstration of client software operating on more than three (3) is not required for task completion. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon.

TASK 13   APPLICATION SOFTWARE FUNCTIONAL DEMONSTRATION

Task Description:

Tiburon will demonstrate Tiburon application software functionality in accordance with the ATD(s).

Tiburon Responsibilities:

a. Conduct a functional demonstration of the Tiburon application(s) at the Client facility.

Client Responsibilities:

a. Provide workstations to support Tiburon's functional demonstration(s).

b. Witness the functional demonstration(s).

c. Ensure workstations running Tiburon application(s) are located at each workspace and have access to the following:

       ☐   Client's system

       ☐   Print services

Completion Criteria:

This task is complete when Tiburon application software functions have been demonstrated to operate in accordance with the ATD(s). Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter will be generated for each Tiburon application.

TASK 14   TIBURON APPLICATION TRAINING

Task Description:

Training will be conducted at a Client facility. All training courses will be conducted Monday through Friday between the hours of 0800 and 1700.

Training on the Tiburon applications cannot commence until the application software functional demonstration is complete.

Tiburon Application Training Sessions	Session Duration (Hours)	Maximum Participants	Number of Sessions
CommandCAD Train The Trainer	80	10	1
CommandCAD Audit Agency Trainers	40	N/A	N/A
CommandCAD Supervisor Training	4	6	1
MobileCOM Train The Trainer (in conjunction with MobileCOM Administration Training)	4	10	1
LawRECORDS Train The Trainer (new features since 7.4	40	10	1
Property Evidence Bar Code	8	10	1
JailRECORDS Train the Trainer	40	10	1
TIPS	8	10	1

Tiburon Responsibilities:
For each of the training courses described above, Tiburon will:
   a. Provide training in accordance with a mutually agreed to schedule.
   b. Training will be planned for session duration hours as listed above. If the Client releases the Tiburon trainer prior to the end of the scheduled session, the training shall be considered complete.
   c. Provide one (1) electronic copy of all training materials for this task no less than ten (10) days prior to training.

Client Responsibilities:
For each of the training courses described above, the Client will:
   a. Assign personnel with basic Windows software skills to receive training. Number of course attendees shall not exceed the class sizes listed in the above tables.
   b. Provide a suitable classroom facility with computer workstation equipment for each participant in the training session and for the instructor. The room must be able to be darkened and include a Client-provided projector as well as a whiteboard or equivalent.

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    c. Provide one (1) set of training materials for each student.

    d. Provide end-user training for all remaining Client personnel in accordance with the project schedule.

Completion Criteria:

This task is complete when Tiburon has provided all of the scheduled training. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter will be generated for each Tiburon application.

TASK 15   SYSTEM INTEGRATION DEMONSTRATION

Task Description:

Demonstrate system interoperability.

Tiburon Responsibilities:

   a. Demonstrate system interoperability in accordance with the ICDs.

   b. Resolve any discrepancies discovered during the demonstration.

Client Responsibilities:

   a. Conduct testing and verify system interoperability.

   b. Document any discrepancy in system interoperability discovered during the demonstration.

Completion Criteria:

This task is complete when Tiburon has conducted the interoperability demonstration. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. Task completions letters may contain a single interface or multiple interfaces.

TASK 16   FINAL DATA CONVERSION - LAWRECORDS

Task Description:

Final conversion of the Client's data files will be accomplished in accordance with the data conversion plan.

Tiburon Responsibilities:

a. Receive the Client's final data files and execute the conversion programs in accordance with the approved data conversion plan.

b. Immediately following final data conversion, Tiburon will notify the Client that the Tiburon application(s) is ready for cutover.

Client Responsibilities:

a. Correct any problems identified during the initial data conversion task.

b. Provide Tiburon with the complete set of final data files to be converted.

c. Review resulting files, document any problems, and collaborate with Tiburon on a plan for corrective action.

Completion Criteria:

This task is complete after Tiburon has delivered the final converted data. In case of errors, this task will be complete upon the Client's approval of a corrective action plan. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter may be generated for each Tiburon application for which data is converted.

TASK 17   CUTOVER

Task Description:

Tiburon will assist the Client in placing the Tiburon application(s) in operational status and support the Client with onsite staff as detailed below, eight (8) hours per day:

- CommandCAD – 3 days
- MobileCOM – 1 day
- LawRECORDS – 3 days
- JailRECORDS – 3 days

The Client may wish to delay the cutover of specific subsystems or modules, but such delays will not prevent Tiburon from proceeding with subsequent tasks. Tiburon will support the cutover of those subsystems via remote access.

System maintenance will remain in effect during the project and following cutover **Tiburon Responsibilities:**

a. Notify the Client when the Tiburon application(s) is ready for live production status.

b. Monitor the operation of the Tiburon application(s) for up to the above contracted consecutive days. If the Client elects to delay cutover of specific subsystems or modules, Tiburon will support the cutover of those subsystems or modules via remote access.

c. Assist Client staff with utilizing and supporting the system(s).

Client Responsibilities:

a. Begin operational use of the system(s).

Completion Criteria:

This task is complete when the Tiburon application(s) is placed in live production operation. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter may be generated for each Tiburon application.

TASK 18   POST PRODUCTION TRAINING

Task Description:

The final training must occur on a live production system. This task follows cutover.

FINAL TRAINING MODULES	Session Duration (Hours)	Maximum Participants	Number of Sessions
Crystal Reports (Basic) – refresher for revie of new database	16	6	1
Data Warehouse Reporting (SQL Reports)	16	6	1
UCR – Post Cutover for first reporting peri	16	6	1

Tiburon Responsibilities:

For each of the training courses described above, Tiburon will:

a. Provide training in accordance with a mutually agreed to schedule.

b. Training will be planned for session duration hours as listed above. If the Client releases the Tiburon trainer prior to the end of the scheduled session, the training shall be considered complete.

c. Provide one (1) electronic copy of all training materials for this task no less than ten (10) days prior to training.

Client Responsibilities:

For each of the training courses described above, the Client will:

a. Assign personnel with basic Windows software skills to receive training. Number of course attendees shall not exceed the class sizes listed in the above table.

b. Provide a suitable classroom facility with computer workstation equipment for each participant in the training session and for the instructor. The room must be able to be darkened and include a projector as well as a whiteboard or equivalent.

c. Provide one (1) set of training materials for each student.

Completion Criteria:

This task is complete when the training courses listed above have been completed. Client acceptance of the Tiburon applications does not depend on the completion of this task. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter will be generated for each application.

ATTACHMENT A.1: INTERFACE DELIVERABLE LIST

- Following CommandCAD Interfaces
  - E911
  - AVL
  - Time Sync
  - Fire Station Alerting
  - CAD to FirehouseI/F (flatfile)
  - Paging Interface
  - ProQA
  - State Interface
  - Message Switch
  - CAD-RMS Transfer (Tiburon products)
- Following LawRECORDS Interfaces
  - State Upload Interface- Warrants
  - Pawn Interface

- Following JailRECORDS Interfaces
  - Barcode Interface
  - VINE Interface
  - Morphus Fingerprint Scanner for LiveScan
  - Telerun Inmate Status IVR System Interface

Exhibit 2 - Milestone Payment Schedule
Carson City EP-2606

Task Description	%	Payment Basis	Licenses and Srvcs
ginal Contract Amount			$ 899,975.00
itract Execution	20%	Milestone	$ 179,995.00
ject Initiation Meeting	10%	Milestone	$ 89,997.50
:iness Practice Review CAD	5%	Milestone	$ 44,998.75
:iness Practice Review LawRECORDS	5%	Milestone	$ 44,998.75
:iness Practice Review JailRECORDS	5%	Milestone	$ 44,998.75
ject Schedule	5%	Milestone	$ 44,998.75
ial System Installation CAD	5%	Milestone	$ 44,998.75
ial System Installation LawRECORDS	5%	Milestone	$ 44,998.75
ial System Installation Jail RECORDS	5%	Milestone	$ 44,998.75
)lication Software Functional Demonstration CAD	5%	Milestone	$ 44,998.75
)lication Software Functional Demonstration LawRECORDS	5%	Milestone	$ 44,998.75
)lication Software Functional Demonstration JailRECORDS	5%	Milestone	$ 44,998.75
tem Integration Demonstration	5%	Milestone	$ 44,998.75
duction Cutover CAD	5%	Milestone	$ 44,998.75
duction Cutover LawRECORDS	5%	Milestone	$ 44,998.75
duction Cutover Jail RECORDS	5%	Milestone	$ 44,998.75

PART 4

EXHIBIT C TO THE AGREEMENT FOR TIBURON'S DIRECT DELIVERY PRODUCTS

TIBURON, INC.

SOFTWARE LICENSE AGREEMENT FOR THE TIBURON DDP PRODUCTS

Name and Address of CLIENT: Carson City Nevada
Attn: Cheryl Adams
Acting Director of Purchasing
201 North Carson Street
Carson City, NV 89701

Tiburon, Inc., a Virginia corporation having its office at 39350 Civic Center Drive, Suite 280, Fremont, California 94538, doing business as and hereinafter called "TIBURON", and CLIENT whose name and address are written above agree that the following terms and conditions will apply to the Licensed Program(s) identified herein, including the source code and operating versions of the Licensed Program(s) and all program documentation.

1. **Definitions.**

   The following definitions apply to terms used within this Software License Agreement:

   1.1   **Licensed Programs** shall mean the computer programs and associated documentation furnished to the CLIENT by TIBURON as defined and set forth in Attachment A to this Software License Agreement, attached hereto and incorporated by reference.

   1.2   **Derivative Works** shall mean any translation, abridgement, revision, modification, or other form in which the Licensed Program(s) may be recast, transformed, modified, adapted or approved.

   1.3   **Enhancement** shall mean any added functionality or changes to functionality of Licensed Program(s) not included in the Licensed Program(s) at the time of the execution of the original Software License Agreement.

   1.4   **Error** shall mean a defect in the code or a mistake in the documentation that prevents the code from functioning in material conformity with the technical specification.

2. **License.**

   2.1   **Grant of License.** TIBURON grants to CLIENT, pursuant to the terms and conditions of the Software License Agreement, a non-exclusive, non-transferable, perpetual license to use the Licensed Program(s) on the Authorized Equipment and Authorized Site(s) set forth in Attachment A.

   2.2   **Restrictions on Use.** CLIENT agrees to use the Licensed Program(s) only for CLIENT's own use. CLIENT shall not allow use of the Licensed Programs by any parent, subsidiaries, affiliated entities, or other third parties, or allow use on any equipment or at any site other than those set forth in Attachment A. CLIENT shall not process or permit to be processed the data of any other entity. CLIENT shall not distribute or allow distribution of the Licensed Program(s) or any materials relating to the Licensed Program(s) without TIBURON's consent.

   2.3   **Copies.** CLIENT, solely for its own use, may make two (2) archival copies of the Licensed Program(s), provided that each copy shall include TIBURON's copyright and other proprietary notices. CLIENT shall have no other right, in whole or in part, to copy the Licensed Program(s). Any copy made by CLIENT is the exclusive property of TIBURON.

2.4   **Modifications.** CLIENT agrees that only TIBURON will have the right to alter, maintain, enhance, or otherwise modify the Licensed Program(s). CLIENT will not disassemble, decompile, or reverse engineer the Licensed Program(s), or allow any third party to do so.

2.5   **Source Code.** Data Securities International (DSI), 9555 Chesapeake Drive, San Diego, California 92123, will hold the form of machine-readable source code for licensed application programs in escrow. TIBURON will deposit annual updates to the escrow account for all licensed software. The agreement between TIBURON and DSI (Account No. 2009012-00001) will show CLIENT is a beneficiary.

3. Ownership.

3.1   Except as licensed to CLIENT, TIBURON retains all right, title, and interest in the Licensed Program(s). TIBURON shall further own all right, title and interest to any Enhancements or Derivative Works, regardless of which party created them.

3.2   **Assignment of Rights by CLIENT.** By this Agreement, CLIENT hereby assigns to TIBURON any and all rights it may have or later acquire to any and all Derivative Works.

4. Term and Termination.

4.1   **Effective Date.** This Agreement shall take effect upon the latest date that appears on the Signature Page of this Agreement and the license hereunder shall be fully granted only after all fees for License Program(s)have been paid to TIBURON by CLIENT.

4.2   **Term.** This Agreement shall continue in effect unless terminated as set forth under subparagraph 4.3 of this Agreement.

4.3   **Termination.** CLIENT may terminate this Agreement by providing thirty (30) days written notice to the other of its intent to do so. In the event of CLIENT's breach of any material provision of this Agreement, Tiburon shall provide ten (10) days written notice of its intent to terminate this Agreement. If, during that ten (10) day period, CLIENT fails to correct its breach, this Agreement shall then terminate.

4.4   **Effect of Termination.** In the event of termination the license grant contained in this Agreement is revoked. CLIENT agrees to destroy, within ten (10) days of termination of this Agreement, the Licensed Program(s), all copies of the Licensed Program(s), all other materials related to the Licensed Program(s), and any derivative materials related to the Licensed Program(s), in CLIENTS possession. Please refer to Section 8, paragraph 3 of the Project Agreement for further information related to Termination.

4.5   **Survival.** Regardless of the method of or reason for termination of this Agreement the provisions of Section 7.1, Confidential Information, shall survive such termination and remain in full force and effect.

5. Dispute Resolution.

5.1   **Good Faith.** The parties agree to act in good faith to resolve all disputes arising under this Agreement.

5.2   **Equitable Relief.** Each party understands and agrees that the Confidential Information of the disclosing party constitutes valuable business assets of the disclosing party, the unauthorized use or disclosure of which may irreparably damage the disclosing party. In the event of breach of confidence or threatened violation of its obligations under Paragraph 7.1, the disclosing party shall be entitled to an injunction obtained from any court having appropriate jurisdiction restraining the recipient from disclosing Confidential Information.

6. Limited Warranties and Liability.

6.1   **Warranty.** The Licensed Program(s) are licensed "AS IS". NO EXPRESS OR IMPLIED WARRANTIES FOR THE LICENSED PROGRAMS, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE CREATED BY THIS SOFTWARE LICENSE AGREEMENT.

6.2   **Limitation of Liability.** NEITHER TIBURON NOR ANY PERSON ASSOCIATED WITH TIBURON SHALL BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OR FAILURE TO PERFORM UNDER THIS AGREEMENT, EVEN IF TIBURON HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED BENEFITS OR PROFITS RESULTING FROM THE OPERATION OR FAILURE TO OPERATE OF THE LICENSED PROGRAMS. THIS CLAUSE SHALL SURVIVE THE FAILURE OF ANY EXCLUSIVE REMEDY FOR BREACH OF WARRANTY OR ANY OTHER PROVISION OF THIS AGREEMENT

7. Miscellaneous.

7.1   **Confidential Information.** CLIENT agrees that the Licensed Programs and related materials contain proprietary information including trade secrets, know-how and confidential information that is the exclusive property of TIBURON. As used in this Agreement, "Confidential Information" shall mean TIBURON software and documentation, as well as any information or data of a confidential nature clearly labeled as confidential. During the period this Agreement is in effect and at all times after its termination, CLIENT and its employees and agents shall maintain the confidentiality of the Confidential Information and not sell, license, publish, display, distribute, disclose, or otherwise make available the Confidential Information to any third party nor use such information except as authorized by this Agreement. CLIENT shall not disclose any such Confidential Information to persons not an employee of CLIENT without the prior written consent of TIBURON.

7.2   **Relationship.** The relationship created hereby is that of Licensor and Licensee, and nothing herein shall be deemed to constitute either party as an agent, employee or franchisee of the other party.

7.3   **Successors.** Subject to, and unless otherwise provided in this Agreement, each and all of the covenants, terms, provisions, and agreements contained in this Agreement shall be binding on, and inure to the benefit of, the permitted successors, executors, heirs, representatives, administrators, and assigns of the parties hereto; provided, however, that this Agreement and the rights granted CLIENT shall not be assignable by CLIENT without the prior written consent of TIBURON. TIBURON shall have the right to assign this Agreement to its Affiliates and shall provide timely notice of such assignment to CLIENT.

7.4   **No Waiver.** Any waiver of any provision of this Agreement, or a delay by either party in the enforcement of any right hereunder, shall neither be construed as a continuing waiver, nor create an expectation of non-enforcement of that or any other provision or right.

7.5   **Governing Laws.** The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Nevada.

7.6   **Notices.** Notices shall be in writing and deemed given when personally delivered or when deposited in the United States mail, first class postage prepaid, return receipt requested, addressed to the person to whom notice is given at the addresses set forth below or at any other address designated by notice by a party:

If to CARSON CITY:

City of Carson City Nevada
Cheryl Adams, Acting Director of Purchasing
201 North Carson Street
Carson City, NV 89701
Phone: (775) 887-2390
Fax: (775) 887-2107

If to TIBURON:

Tiburon, Inc.
Contract Administrator
39350 Civic Center Drive, Suite 280
Fremont, California 94538
Phone: (510) 792-2108
Fax: (510) 792-2897

7.7   **Complete Agreement.** This Software License Agreement, together with the attachments hereto which are incorporated by reference herein, is the entire agreement between the parties. It supersedes all prior or contemporaneous communications, representations or agreements, whether written or oral, with respect to the subject matter hereof.

7.8   **No Rights in Third Parties.** This Software License Agreement is made for the benefit of TIBURON and the CLIENT and not for the benefit of any third parties.

7.9   **Amendment.** No modification to this Software License Agreement will be binding, unless in writing and signed by a duly authorized representative of each party.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates set forth below.

CARSON CITY:

Signature
Signature of Authorized Representative

Ray Masayko
Name

Mayor
Title

SEPTEMBER 7, 2000
Date

TIBURON, INC.:

Signature
Signature of Authorized Representative

Charles H. Bridges, Jr.
Name

Vice President & CFO
Title

August 28, 2000
Date

ATTACHMENT A TO SOFTWARE LICENSE AGREEMENT FOR TIBURON DDP PRODUCTS

BETWEEN TIBURON, INC.
AND
CARSON CITY, NEVADA

LICENSED PROGRAMS AND AUTHORIZED OPERATING ENVIRONMENT

Licensed DDP Program(s)

The following software program(s) is licensed for use by the CLIENT under this Software License Agreement:

CAD/2000 – Police/Fire
CAD Activity Reporting System (CARS)
Integrated Message Switch

Authorized Operating Environment

Use of the software programs licensed hereunder shall be limited to the following Carson City-controlled operating site(s):

THE PRIMARY CAD/2000 SERVER SOFTWARE WILL OPERATE ON AN IBM RISC SYSTEM/6000 43P, MODEL 150. EIGHT (8) IBM WORKSTATIONS WILL BE USED TO OPERATE THE CAD/2000 DISPATCH SOFTWARE. ADDITIONAL SOFTWARE LICENSES ARE AS FOLLOWS:

ELEVEN (11) CAD/2000 STATUS/ADMINISTRATIVE WORKSTATIONS
THREE (3) CAD/2000 REMOTE CALL/CASE ENTRY WORKSTATIONS
ONE (1) CARS DEVELOPMENT WORKSTATION
ONE (1) INTERNAL MESSAGE SWITCH (MSS/2000) WITH STATE INTERFACE AND REFORMATTER
ONE (1) E-911 INTERFACE
ONE (1) MASTER TIME INTERFACE
ONE (1) MOTOROLA GOLD ELITE INTERFACE
ONE (1) PROQA INTERFACE SUPPORTED BY EIGHT (8) PROQA WORKSTATION INTERFACES
ONE (1) FIREHOUSE RMS INTERFACE

ADDITIONAL HARDWARE, PROVIDED BY THE CITY, WILL BE INSTALLED AT THE COMMUNICATIONS CENTER, SHERIFF'S OFFICE AND REMOTE FIRE STATIONS TO OPERATE THE STATUS AND CALL/CASE ENTRY WORKSTATIONS. ADDITIONAL SERVERS, INCLUDING CARS, PROQA AND SOFTWARE DISTRIBUTION WILL BE INSTALLED AT THE COMMUNICATIONS CENTER.

*CLIENT must ensure the Licensed Program source code that currently resides in this environment is not removed or in any way altered by any system user to whom the CLIENT has granted system access.