STAFF REPORT

Report To: Board of Supervisors   **Meeting Date:** December 20, 2018

Staff Contact: Carol Akers and Sheriff Ken Furlong

Agenda Title: For possible action: To approve the purchase of services for a software migration with Tiburon/TriTech to implement the National Incident-Based Reporting System (NIBRS), a data management system, for a not to exceed amount of $102,540.00. (Carol Akers; CAkers@carson.org, Sheriff Ken Furlong; KFurlong@carson.org).

Staff Summary: The Carson City Sheriff's Office currently reports its data to the FBI using the Uniform Crime Reporting (UCR) data system. The FBI requires the Sheriff's Office convert its UCR system to NIBRS . To do this, a software update to Tiburon is needed.

Agenda Action: Formal Action/Motion   **Time Requested:** 10 minutes

---

Proposed Motion

I move to approve the purchase of services for the software migration with Tiburon/TriTech to implement the National Incident-Based Reporting System for a not to exceed amount of $102,540.00.

Board's Strategic Goal

Sustainable Infrastructure

Previous Action

N/A

Background/Issues & Analysis

NIBRS is a detailed incident-based reporting system used by law enforcement agencies in the United States for collecting and reporting data on crimes to the FBI. Local, state and federal agencies generate NIBRS data from their records management systems. On February 9, 2016, the FBI announced that it would retire the current UCR system on January 1, 2021, and collect data only through NIBRS (all of the UCR archived data will remain available, but the national program will only process NIBRS data beginning January 1, 2021). The Sheriff's Office currently reports UCR data but to comply with the FBI directive, a conversion to the NIBRS system is essential. The conversion is expected to take at least 12 months. Of those 12 months, the Sheriff's Office must have 3 consecutive months of testing with not more than a 4% error rate prior to certification. Payment for the contract is due upon completion of the project. While the funding for this conversion is not expected until the FY20 budget process, Tiburon/TriTech will not schedule the Sheriff's Office for the essential conversion until the Board makes this commitment. There is currently a six month wait time to start the project after approval by the Board.

The Software License Agreement and Software Support Services shall be governed by the existing agreement currently in effect between Tiburon and the City. There will be no additional annual costs.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.115 subsection 1(h)
FBI National Incident-Based Reporting System Requirement

Financial Information

Is there a fiscal impact? ☒ Yes   ☐ No

If yes, account name/number: Capital Projects Fund

Is it currently budgeted? ☐ Yes   ☒ No

Explanation of Fiscal Impact: Payment is due upon the completion of the project in 2020. Funding would need to be budgeted as part of the FY20 Capital Improvement Program.

Alternatives

There are no alternative reporting platforms to NIBRS.

Board Action Taken:

Motion: _____   1) _____   Aye/Nay
                                                2) _____   _____
                                                                            _____
                                                                            _____
                                                                            _____
                                                                            _____

_____
    (Vote Recorded By)

Proposal/Sales Quotation

Quotation QUO-57450-5OUGP5	Quotation Date: 9/19/2018

General & Client Information

Agency Name:	Carson City Sheriff's Office NV	**Bill To:** 911 E Musser St Carson City, NV, USA, 89701
System Description:	Carson City NIBRS Migration	
Client Contact:	Christine Tuttle	
Contact Phone:	(775) 283-7808	**Ship To:** 911 E Musser St Carson City, NV, USA, 89701
Contact Email:	ctuttle@carson.org	
Expiration Date:	12/14/2018	
Presented By:	Steve Angell	

Project Products & Services

Custom Solution(s)

Product Name	Unit Price	Qty	Total Price
UCR to NIBRS Migration	$100,975.00	1	$100,975.00

Custom Solution(s) Total: **$100,975.00**

Project Related Fee(s)

Product Name	Unit Price	Qty	Total Price
Estimated Travel Expenses (To be billed as incurred)	$1,565.00	1	$1,565.00

Project Related Fee(s) Total: **$1,565.00**

Annual Maintenance Fee(s) (Year 1) Total: **$0.00**

Project Total: $102,540.00

Estimated Sales Tax: (State: at %)	Taxable sales: $0.00	Subtotal: $102,540.00
		Sales Tax Amount: $0.00

Quote Total: $102,540.00

Terms and Conditions

Assumptions

There may be up to a six-month lead time for this engineering work to begin after receipt of a signed quote. The Tiburon Project Manager will be responsible for providing schedule updates to the Client.

NV-IBRS flat file is submitted monthly

Changes are based on the NV NIBRS Version 1.2, August 2016 technical specifications. Any requirements not in this document are not included.

Changes will create multi-agency output flat files (i.e. 012017_WC.data (MMYYYY_Agency.dat))

Start date for NIBRS use in PRD will be scheduled for the first day of month (ex. NIBRS start date is 12/01/2016)

There will be a period of three consecutive months during with Client will perform dual submissions of SRS (UCR) and NIBRS data. State of Nevada requires reports with a 4% accuracy for Client to be certified as NIBRS compliant.

This Quotation does not include:

- Warranty
- Hardware or third-party products or services
- Conversion of existing data. All NIBRS submission data is new on/after NIBRS start date
- Creation or modification to any Crystal Reports or other third-party reporting applications

Statement of Work

Scope Description

Remotely, Tiburon will update the existing deployed environment to change the configurations from UCR to Nevada IBRS statistical reporting. The scope does not include any conversion of historical incident data from UCR to NIBRS. As a result, there may be historical records with missing mandatory fields.

On-site, Tiburon will provide NIBRS processing training as it applies to the Tiburon application. Training will be scheduled over the course of five (5) consecutive eight (8) hour days, during Tiburon's normal business hours of 8 am and 5 pm. Class size is limited to six (6) students and will include representation of up to five agencies.

Remotely, Tiburon will provide up to an additional forty (40) hours of support for Client's first NIBRS submission.

No other application or interface changes are included.

Tiburon Responsibilities

1) Modify the application per the Scope Description.

2) Change the configurations from UCR to NIBRS.

3) Update the menu(s) to switch from UCR to NIBRS applications.

4) Install NIBRS processing and reporting.

5) Load Tiburon supplied NIBRS code tables.

6) Provide on-site training as detailed below.

Administration/Support Training Sessions	Session Duration (Hours)	Maximum Participants	Number of Sessions
LawRECORDS – NIBRS Training	8	6	5

7) Upon Client's testing, correct any discrepancies in operation based on the Scope Description.

8) Install the modified code in Client's production environment.

9) Provide up to forty (40) hours of remote cutover support.

Client Responsibilities

1) Designate a person to be the principal point of contact for all technical questions and administrative arrangements relating to this Proposal.

2) Provide VPN access to Tiburon.

3) As required, coordinate the participation of non-Tiburon provided third parties and outside agencies.

4) Update the Code Table and/or Parameters as necessary for NIBRS processing in TRN and PRD.

5) Trainees are to attend Federal or State provided NIBRS training prior to Tiburon application training.

6) Complete all testing as required for submission of data via the system generated flat file to the State/FBI.

7) As required, coordinate the participation of non-Tiburon provided third parties and outside agencies.

8) Provide a facility for training with a workstation with a connection to the Tiburon systems for the instructor, and a projection screen. As well as a workstation connected to the Tiburon systems for each student.

9) Schedule students to attend the training.

10) Ensure scheduled students attend the course for its complete duration.

11) Complete testing of the modified code to ensure conformity with the Scope Description within ten (10) business days from receipt of Tiburon's notification the code is ready for testing.

12) Work with Tiburon after testing to schedule move to PRD and notify staff of system downtime during cutover.

Completion Criteria

This work will be considered complete ten (10) business days after Tiburon has provided the Client with written notification the migrated applications are ready for testing in the test system, or has been placed into production, whichever comes first. If Client does not confirm completion with a sign off letter presented by the Tiburon project manager within ten (10) business days of submittal of such letter, or otherwise notifies Tiburon in writing why completion sign-off has not been provided any final invoice(s) will be issued and will be payable in accordance with the payment terms of this Quotation.

Payment terms are as follows

100% Due at Completion.

The Software is licensed for use by Client in accordance with the software licensing terms of the Software License Agreement currently in effect between Tiburon and Client. Acceptance, if applicable, for the Software will be defined in the applicable Statement of Work ('SOW'); otherwise, the Software licenses shall be deemed accepted on delivery.

Acceptance, if applicable, for the Tiburon Software licenses included in the Quotation will be defined in the Statement of Work. Any changes to scope of testing may result in a price increase for services.

The annual Software Support Services for the Tiburon Software licenses are provided for a period of twelve-months from the Installation date and shall be governed by the existing agreement for support and maintenance currently in effect between Tiburon and Client. Support fees will be prorated at renewal of the existing support term to adjust to the term to be co-terminous with the existing support agreement term.

Sales Tax:

Any estimated sales and/or use tax has been calculated as of the date of quotation and is provided as a convenience for budgetary purposes. Tiburon reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide Tiburon with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your order is placed, if you are exempt from sales tax.

General Terms:

The items in this quotation are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from Tiburon.

The scope of Deliverables for this order will be limited to the Software, Services, and Support and Maintenance that is explicitly listed herein for the listed quantities.

This order provides Software licenses as well as required deployment services only for the environments that are explicitly listed herein (Production, Test, Training, Disaster Recovery, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future. Except as expressly

identified in this Quotation as a line item to be provided by TriTech, all required computer hardware, third party system/database software, peripherals, network components and third-party items shall be provided by the Client. All such Client provided third party items must meet TriTech's recommended specifications.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project.

All services will be performed during normal business hours, unless otherwise stated in this quotation for specific service deliverables.

Deployment and implementation of Tiburon Software and Services are based upon Client's provision and compliance with Tiburon's System Planning Document.

Tiburon reserves the right to adjust this Quotation as a result of changes including but not limited to project scope, deliverables (Tiburon Software, or third-party software or hardware, including changes in the hardware manufacturer's specifications), services, interface requirements, and Client requested enhancements.

Quotation Issued by: Steve Angell **Email: steve.angell@tritech.com** **Phone: (858) 799-7309**	Send Purchase Orders To: **Tiburon** **Attn: Ann Conway** **9477 Waples Street, Suite 100** **San Diego, CA 92121** **Or Email:** ann.conway@tritech.com **Or Fax:** **(858) 799-7015**
	Remit Payments To: **Tiburon** **9477 Waples Street, Suite 100** **San Diego, CA 92121**

Accepted for Client

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate your order, check the appropriate box below and, either, (i) attach a copy of this quotation to your purchase order when it is remitted to Tiburon, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this quotation to 1-858-799-7015 or email to ann.conway@tritech.com to indicate your acceptance.

☐   Purchase Order required and attached, reference PO# _____ on invoice.

☐   No Purchase Order required to invoice.

Please check one of the following:

☐   I agree to pay any applicable sales tax.

☐   I am tax exempt. Please contact me if Tiburon does not have my current exempt information on file.

_____
Client Agency/Entity Name

_____   _____
Client Authorized Representative   **Title**

_____   _____
Signature Client Authorized Representative   **Date**

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:

Ray Masayko (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.

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.

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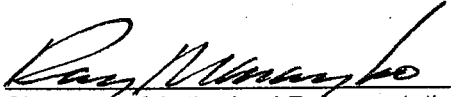
    TIBURON's liability hereunder for damages shall not exceed the annual maintenance charge paid to TIBURON for the period in which the cause of action occurred. In no event shall TIBURON be responsible for any indirect, consequential, incidental, or tort damages.

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 Masay Ko_____
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

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").

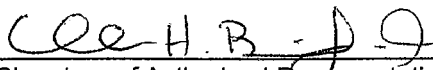The term of the Agreement shall commence on the effective date and shall continue until termination in accordance with the terms thereof. This exhibit sets forth the current annual maintenance fee for the software applications and software modules listed below. Upon payment of the amount set forth below, 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).

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. <u>Technical Service Rates</u>

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. <u>Materials, Travel and Per Diem Expenses</u>

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

3. <u>Call-Out Charges</u>

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. <u>Remote Access</u>

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.

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");

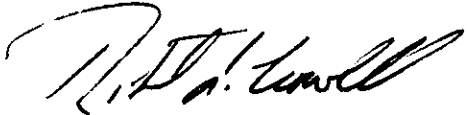WHEREAS, Tiburon desires to perform the services set forth in the attached EP;

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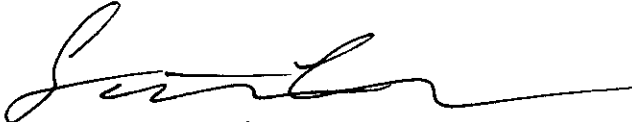
5) Applicable Law: This Amendment shall be construed in accordance with and governed by the laws of the State of Nevada.

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: Robert L. Crowell
Title: Mayor, Carson City
Date: 8.7.14

Tiburon, Inc.:

Name: Scott Corroll
Title: Contracts Manager
Date: 8/24/2014

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.

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:

_____   _8/12/14_____
Signature   Date

Karen Mracek Communications Manager
Printed Name / Title