SYSTEM IMPLEMENTATION TERMS AND CONDITIONS
("Terms and Conditions")

This System Implementation Agreement *(this "Agreement")* is entered into this _____ day of October, 2015 *(the "Effective Date"),* by and between the City of Stockton, California with offices at 22 E. Market Street Stockton, CA 95202 *(the "Client")* and Tiburon, Inc., a subsidiary of TriTech Software Systems, having its primary place of business at 3000 Executive Parkway, Suite 500, Sam Ramon, California 94583 *("Tiburon").*

WHEREAS, this Agreement is entered into to provide additional Tiburon software and services as more fully defined in Exhibit 1 Tiburon quotation dated 7/13/2015, and Exhibit 2 Statement of Work dated 7/13/2015 attached hereto;

WHEREAS, Client and Tiburon entered into an "Agreement for Extended Service between the City of Stockton and Tiburon, Inc. dated January 22, 1998", Software License Agreement (the "SLA") dated 6/30/2000 for CAD/MDS and 11/7/2002 for RMS/ARS and a Master Support Agreement (the "MSA") dated 7/1/2002;

WHEREAS, the Tiburon software licenses provided under this Agreement shall be licensed in accordance with the SLA, and supported in accordance with the MSA;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Client and Tiburon hereby agree as follows:

1.0 Definitions

a. **"As-Built Specifications"** shall mean, with respect to any of the Tiburon Applications, the specifications for such Tiburon Application delivered to the Client upon the Client's acceptance of such Tiburon Application in accordance with the Statement of Work.

b. **"Derivative Works"** shall mean, with respect to any Tiburon Application, any translation, abridgement, revision, modification, or other form in which such Tiburon Application may be recast, transformed, modified, adapted or approved after the Client's acceptance of the Tiburon Application in accordance with the Statement of Work.

c. **"Dispute"** shall mean, with respect to an unresolved issue or controversy concerning a party's performance under these Terms and Conditions, which the non-Disputing Party has been made aware of through a Dispute Notice, which shall be delivered to the non-Disputing Party within a reasonable amount of time from the date the actions or inaction causing the Dispute occurred.

d. **"Dispute Notice"** shall mean, with respect to a writing signed by a duly authorized representative of the Disputing Party, titled "Dispute Notice", describing the Dispute in detail, including any time commitment and any fees or other costs involved.

e. **"Documentation"** shall mean, with respect to any Tiburon Application, those printed instructions, manuals, and diagrams pertaining to and furnished with such Tiburon Application.

f. **"Enhancement"** shall mean, with respect to any Tiburon Application, a computer

a Maintenance Modification, that alters the functionality of, or adds new functions to, such Tiburon Application and that is integrated with such Tiburon Application after the Client's acceptance of the Tiburon Application in accordance with the Statement of Work, or that is related to such Tiburon Application but offered separately by Tiburon after the Client's acceptance of the Tiburon Application in accordance with the Statement of Work.

g. **"Error"** shall mean, with respect to any Tiburon Application, a defect in the Source Code for such Tiburon Application that prevents such Tiburon Application from functioning in substantial conformity with the As-Built Specifications pertaining thereto.

h. **"Maintenance Modifications"** shall mean, with respect to any Tiburon Application, a computer software change to correct an Error in, and integrated into, such Tiburon Application, but that does not alter the functionality of such Tiburon Application and that is provided to the Client after the Client's acceptance of such Tiburon Application in accordance with the Statement of Work under the Support Terms and Conditions relating to such Tiburon Application.

i. **"Object Code"** shall mean computer programs assembled or compiled from Source Code in magnetic or electronic binary form on software media, which are readable and usable by machines, but not generally readable by humans without reverse-assembly, reverse-compiling, or reverse-engineering.

j. **"Source Code"** shall mean computer programs written in higher-level programming languages, sometimes accompanied by English language comments. Source Code is intelligible to trained programmers and may be translated

to Object Code for operation on computer equipment through the process of compiling.

k. **"System"** shall mean the Client's computer automated system consisting of the Tiburon Applications combined with deliverables specified in the Pricing Summary to be delivered and installed by Tiburon under the Terms and Conditions, including without limitation servers and other computer and network hardware and equipment, operating systems, any database or other third party software products, any PC or other workstation equipment having access to any of the Tiburon Applications, any communications interfaces and any wiring, cabling and connections.

l. **"Third-Party Products"** shall mean all software and hardware components specified in the Pricing Summary and delivered by Tiburon under these Terms and Conditions for integration into the System other than the Tiburon Applications.

m. **"Tiburon Application"** shall mean each software application developed by Tiburon and delivered to the Client under these Terms and Conditions and in accordance with the As-Built Specifications relating thereto, including all Maintenance Modifications thereto, all Derivative Works thereof, and all related Documentation.

2.0 Scope of Work

Tiburon shall provide all design, development, installation, consulting, system integration, project management, training and technical services set forth in the Statement of Work attached hereto as part of Exhibit 1 and incorporated herein by this reference *(the "Proposal")* in connection with the delivery and implementation of the System.

3.0 Term of Terms and Conditions

This Terms and Conditions shall take effect on the Effective Date after (i) it has been fully executed by duly authorized representatives of both parties, and (ii) Tiburon has received written notification from the Client that any certification or approval of these Terms and Conditions required by statute, ordinance, or established policy of the Client has been obtained.

4.0 Contract Price

Tiburon the total amount set forth in the Proposal *(the "Contract Price")* in consideration for the delivery and implementation of the System in accordance with the Statement of Work and specifically excludes all sales tax(s). The Client hereby represents and warrants that it has duly appropriated or otherwise set aside funds in an amount at least equal to the Contract Price to satisfy its payment obligations hereunder.

5.0 Client Responsibilities

The Client agrees to provide those services and facilities necessary for the completion of this project which are set forth as the Client's obligations or responsibilities *(the "Client Responsibilities")* in the Statement of Work. The Client acknowledges that the dates set forth in the Project Schedule for completion of the services to be provided by Tiburon under these Terms and Conditions depend upon the timely fulfillment of the Client Responsibilities. Tiburon shall not be responsible for any delays in the Project Schedule directly and primarily caused by the Client's failure to perform the Client Responsibilities. The Client's failure to perform the Client Responsibilities in accordance with the Project Schedule shall constitute a material default under the Terms and Conditions. The Client shall respond within ten *(10)* business days to any written request submitted by Tiburon for information, clarification or approval of any designs, specifications, documents, or proposed change orders or amendments. The Client's failure to respond within this 10-day response period shall constitute a material default under these Terms and Conditions.

6.0 Project Manager and Client Representative

6.1 Tiburon shall designate a single individual to act as the project manager *(the "Project Manager")*. The Project Manager shall ensure Tiburon's compliance with, and shall coordinate appropriate schedules in connection with, Tiburon's obligations hereunder. Tiburon may change the individual designated hereunder by providing the Client with advance written notice designating the new individual authorized to act as the Project Manager.

6.2 The Client shall designate, in a written notice delivered in accordance with Section 33 hereof, a single individual to act as the Client's authorized representative for purposes of these Terms and Conditions *(the "Client Representative")*. Such individual (a) must be authorized to act on the Client's behalf with respect to all matters relating to these Terms and Conditions; (b) shall ensure the Client's compliance with its responsibilities under these Terms and Conditions; and (c) shall coordinate appropriate schedules in connection with Tiburon's services under these Terms and Conditions. The Client may change the individual designated hereunder by providing Tiburon with advance written notice delivered in accordance with Section 33 hereof designating the new individual authorized to act as the Client Representative.

7.0 Confidential Information

7.1 All Client Confidential Information *(as defined below)* shall be held in strict confidence by Tiburon, and Tiburon shall not, without the Client's prior written consent, (a) disclose such information to any person or entity other than to Tiburon's employees or consultants legally bound to abide by the terms hereof and having a need to know such information in connection with Tiburon's performance of its obligations hereunder, or (b) use such information other than in connection with the performance of its obligations hereunder. The term "Client Confidential Information" shall include all Client data and other written information of a confidential nature clearly labeled by the Client as being confidential. Tiburon understands and agrees that the unauthorized use or disclosure of Client Confidential Information may irreparably damage the Client. In the event of Tiburon's breach or threatened breach of any of the provisions in this Section 7.1, the Client shall be entitled to an injunction obtained from any court having appropriate jurisdiction restraining Tiburon from any unauthorized use or disclosure of any Client Confidential Information.

7.2 All Tiburon Confidential Information *(as defined below)* shall be held in strict confidence by the Client, and the Client shall not, without Tiburon's prior written consent, (a) disclose such information to any person or entity other than to the Client's employees or consultants legally bound to abide by the terms hereof and having a need to know such information in connection with the Client's performance of its obligations hereunder, or (b) use such information other than in connection with the performance of its obligations hereunder. The term "Tiburon Confidential Information" shall include the Tiburon Applications and all other software applications developed by Tiburon, whether or not licensed to the Client, as well as any written information disclosed by Tiburon to the Client under these Terms and Conditions, including, but not limited to, any trade secrets, confidential knowledge, data, information relating to Tiburon products, processes, know-how, designs, formulas, methods, developmental or experimental work, improvements, discoveries, plans for research, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers, information obtained through contact with Tiburon's customers, proprietary information of Tiburon's customers, and information regarding the skills and compensation of Tiburon's employees or other consultants. The Client understands and agrees that the Tiburon Confidential Information constitutes a valuable business asset of Tiburon, the unauthorized use or disclosure of which may irreparably damage Tiburon. In the event of the Client's breach or threatened breach of any of the provisions in this Section 7.2, Tiburon shall be entitled to an injunction obtained from any court having appropriate jurisdiction restraining the Client from any unauthorized use or disclosure of any Tiburon Confidential Information.

7.3 Notwithstanding Section 7.1 or Section 7.2 hereof, neither Client Confidential Information nor Tiburon Confidential Information shall include information which the recipient can demonstrate by competent written proof (a) is now, or hereafter becomes, through no act or failure to act on the part of the recipient, generally known or available or otherwise part of the public domain; (b) is rightfully known by the recipient without restriction on use prior to its first receipt of such information from the disclosing party as evidenced by its records; (c) is hereafter furnished to the recipient by a third party authorized to furnish the information to the recipient, as a matter of right and without restriction on disclosure; or (d) is the subject of a written permission by the disclosing party to disclose.

7.4 Notwithstanding Section 7.1 or Section 7.2 hereof, disclosure of Client Confidential Information or Tiburon Confidential Information shall not be precluded if:

(a) such disclosure is in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof; provided, however, that the recipient of such confidential information shall first have given notice to the other party and shall have made a reasonable effort to obtain a protective order requiring that the information to be disclosed be used only for the purposes for which the order was issued;

(b) such disclosure is necessary to establish rights or enforce obligations under these Terms and Conditions, but only to the extent that any such disclosure is necessary for such purpose; or

(c) the recipient of such confidential information received the prior written consent to such disclosure from the disclosing party, but only to the extent permitted in such consent.

7.5 The obligations hereunder with respect to each item of Client Confidential Information and Tiburon Confidential Information shall survive the termination of these Terms and Conditions.

7.6 Failure of either party to adhere to this section shall constitute a material default of these Terms and Conditions.

8.0 Termination

8.1 Termination for Default. In the event that either party hereto materially defaults in the performance of any of its obligations hereunder, the other party may, at its option, terminate these Terms and Conditions by providing the defaulting party thirty *(30)* days' prior written notice of termination delivered in accordance with Section 33 hereof, which notice shall identify and describe with specificity the basis for such termination, and allow the non-terminating party to either cure the default or develop a mutually agreed to Resolution Schedule. If, prior to the expiration of such notice period, the defaulting party cures such default to the satisfaction of the non-defaulting party *(as evidenced by written notice,* termination shall not take place.

8.2 Consequences of Termination. Upon termination of these Terms and Conditions for whatever reason:

(a) Tiburon shall be under no further obligation to provide services hereunder;

(b) Tiburon shall return to the Client all Client Confidential Information in Tiburon's possession and shall certify in a written document signed by an officer of Tiburon that all such information has been returned;

(c) the Client shall return to Tiburon all Tiburon Confidential Information in the Client's possession *(including, without limitation, all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment or other documents or property relating to such Tiburon Confidential Information and all copies of any of the foregoing (in whatever medium recorded))* and all Third Party Products in its possession not yet accepted and not yet paid for in full together with all copies of documentation and other material related thereto, and shall certify in a written document signed by the Client Representative that all such information and material has been returned;

(d) the Client shall cause payments to be made to Tiburon within thirty *(30)* days of receipt of invoice for all outstanding invoices

submitted to the Client prior to the effective date of the termination and for all costs and expenses incurred prior to the effective date of the termination to the extent not invoiced prior to the effective date of the termination, based upon Tiburon's then-current labor rates;

(e) All provisions of these Terms and Conditions that by their nature would reasonably be expected to continue after the termination of these Terms and Conditions shall survive the termination of these Terms and Conditions.

9.0 Indemnification

Tiburon agrees to protect, defend, indemnify, and save the Client, its agents, officials, employees, or any firm, company, organization, or individual to whom the Client may be contracted, harmless from and against any and all claims, demands, actions, and causes of action of which Tiburon is given prompt notification and over which Tiburon is given control to resolve *(the "Indemnified Matters"),* which may arise on account of illness, disease, loss of property, services, wages, death or personal injuries resulting from Tiburon's negligence in the performance of the services hereunder; provided, however, that in no event shall Tiburon be liable for any loss or damages related to the operation, delay or failure of software or equipment provided by Tiburon or for the accuracy or completeness of data, and under no circumstances shall Tiburon be liable for special, incidental or consequential damages. Tiburon agrees to further indemnify the Client for all reasonable expenses and attorney's fees incurred by the Client in connection with the Indemnified Matters.

10.0 Shipping and Risk of Loss

All sales and deliveries are F.O.B. Destination at which time risk of loss shall

pass to the Client. Tiburon shall retain risk of loss for equipment, goods and materials delivered to Tiburon's possession at its development facilities for purposes of System development and integration until such equipment, goods and materials have been delivered to the Client's facilities. Tiburon reserves the right to make deliveries to the Client in installments, and these Terms and Conditions shall be severable as to such installments.

11.0 Warranty

All products and services provided hereunder are being provided on an As-Is basis and Tiburon expressly excludes all warranties whether express or implied, including but not limited to the warranty of fitness for a particular purpose and warranty of merchantability.

12.0 Limitation of Liability

In no event shall either party be liable for any damages resulting from loss of profit or business, or for any special, indirect, punitive, incidental or consequential damages, whether arising in an action of contract, tort or other legal theory and regardless of whether such party knew or should have known of the possibility of such damages. The laws in some states do not allow the exclusion or limitation of incidental or consequential damages, and the above limitation or exclusion shall be construed so as to give it the maximum practical effect without violating such laws. If a court of competent jurisdiction determines that relevant laws in force may imply warranties and liabilities which cannot be excluded or limited or which can only partly be excluded or limited, then the limits on Tiburon's liability set out in this agreement shall apply to the fullest extent permitted by law. Tiburon's liability for any claim, whether in tort, contract or otherwise, shall be limited to the total amount to be paid Tiburon under this

agreement.

13.0 Non-Discrimination

Tiburon agrees that in performing its tasks under these Terms and Conditions, it shall not discriminate against any worker, employee, or applicant, or any member of the public, because of age, race, sex, creed, color, religion, or national origin, nor otherwise commit an unfair employment practice in violation of any state or federal law.

14.0 Conflict of Interest

Tiburon warrants that, to the best of its knowledge and belief, no person except bona fide employees, agents, consultants or representatives of Tiburon or any of its subcontractors has been employed or retained to solicit or secure these Terms and Conditions.

15.0 Independent Contractor Status

The Client and Tiburon are independent contractors under these Terms and Conditions, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. 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. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

16.0 Third Party Beneficiaries

This Terms and Conditions is entered into for the sole benefit of the Client and Tiburon and, where permitted above, their permitted successors, executors, representatives, administrators and assigns. Nothing in these Terms and Conditions shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to these Terms and Conditions to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with these Terms and Conditions.

17.0 Governing Law

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of these Terms and Conditions shall in all respects be governed by and determined in accordance with the laws of the State of California without giving effect to the choice of law principles thereof. The United Nations Convention on the International Sale of Goods shall not apply to any transactions contemplated by these Terms and Conditions.

18.0 Arbitration

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of these Terms and Conditions, or the breach thereof, must be submitted to and resolved by final and binding arbitration by the American Arbitration Association in accordance with its Commercial Arbitration Rules then in effect. The parties understand and agree that the arbitration will be instead of any civil litigation and that the arbitrator's decision will be final and binding to the maximum extent permitted by law and enforceable by any court having jurisdiction thereof.

19.0 Venue

All legal proceedings brought in connection with these Terms and Conditions may only be brought in a state or federal court located in the State of California. Each party hereby agrees to submit to the personal jurisdiction of those courts for any lawsuits filed there against such party arising under or in connection with these Terms and Conditions.

20.0 Amendment

No amendment or other modification of these Terms and Conditions shall be valid unless pursuant to a written instrument referencing these Terms and Conditions signed by duly authorized representatives of each of the parties hereto. Any additional terms and conditions, including those contained on Client's PO shall have no force or effect.

21.0 Waiver

In order to be effective, any waiver of any right, benefit or power hereunder must be in writing and signed by an authorized representative of the party against whom enforcement of such waiver would be sought, it being intended that the conduct or failure to act of either party shall imply no waiver. Neither party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of these Terms and Conditions. No waiver of any right, benefit or power hereunder on a specific occasion shall be applicable to any facts or circumstances other than the facts and circumstances specifically addressed by such waiver or to any future events, even if such future events involve facts and circumstances substantially similar to those specifically addressed by such waiver. No waiver of any right, benefit or power hereunder shall constitute, or be deemed to constitute, a waiver of any other right, benefit or power hereunder. Unless otherwise specifically set forth herein, neither party shall be required to give notice to the other party, or to any other third party, to enforce strict adherence to all terms of these Terms and Conditions. Notwithstanding the foregoing, neither party shall be deemed to have waived their right to sovereign immunity.

22.0 Force Majeure

Neither party will be liable for any failure or delay in the performance of its obligations under these Terms and Conditions *(and the failure or delay will not be deemed a default of these Terms and Conditions or grounds for termination)* if both of the following conditions are satisfied: (1) the failure or delay could not have been prevented by reasonable precautions, and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and (2) the failure or delay is caused, directly or indirectly, by reason of fire or other casualty or accident; strikes or labor disputes; inability to procure raw materials, equipment, power or supplies; war, terrorism or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency or intergovernmental body other than a party hereto; or any other act or condition beyond the reasonable control of the non-performing party. Upon the occurrence of an event which satisfies both of the above conditions *(a "Force Majeure Event"),* the non-performing party will be excused from any further performance of those obligations under these Terms and Conditions affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. Upon the occurrence of a Force Majeure Event, the non-performing party will immediately notify the other party by telephone *(to be confirmed by written notice*

within two (2) business days of the failure or delay) of the occurrence of a Force Majeure Event and will describe in reasonable detail the nature of the Force Majeure Event.

23.0 Severability

If any provision of these Terms and Conditions shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over these Terms and Conditions, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of these Terms and Conditions shall remain in full force and effect.

24.0 Entire Terms and Conditions

These Terms and Conditions sets forth the final, complete and exclusive agreement and understanding between Tiburon and the Client relating to the subject matter hereof and supersedes all prior agreements *(oral or written)*, representations, understandings or negotiations with respect to the matters covered by this Agreement.

SIGNATURE PAGE FOLLOWS

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT WITH RESPECT TO THE SUBJECT MATTER HEREIN AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

CLIENT

TIBURON

_____
Accepted By (Signature)

_____
Accepted By (Signature)

Blake F. Clark
Chief Financial Officer

_____
Printed Name

_____
Printed Name

_____
Title

_____
Title

_____
Date

_____ 10/13/2015 _____
Date

EXHIBIT 1
To
System Implementation Terms and Conditions

Tiburon Quotation dated 10/9/2015 follows this cover page.

Proposal/Sales Quotation

This quote is provided for upgrading the Tiburon Unix CAD/RMS/Mobiles to TotalCOMMAND CAD/RMS/MobileCOM.

Estimate #Q-	Date: 10/9/2015

General & Client Information

System Name:	Stockton Unix to Windows Migration
System Description:	Upgrade to TotalCOMMAND CAD/RMS/MobileCOM
Client Contact:	Captain Tony Sajor
Contact Phone:	209-937-8203
Contact Email:	
Expiration Date:	
Presented By:	Bob Brown

Bill To:
Captain Tony Sajor
Technical Services Division
Stockton Police Department
22 E. Market Street
Stockton, CA 95202

Ship To:
Captain Tony Sajor
Technical Services Division
Stockton Police Department
22 E. Market Street
Stockton, CA 95202

Project Products & Services

License Fee(s)

CAD License Fee(s)	Unit Price	Qty	Total Price
Second CAD Site	$10,500.00	1	$10,500.00
CAD License Fee(s) Subtotal:			*$10,500.00*

License Fee(s) Total: **$10,500.00**

Implementation Service Fee(s)

CAD Implementation Service Fee(s)	Unit Price	Qty	Total Price
CommandCAD Upgrade Services - CAD Pre-2.5 Upgrade	$136,362.00	1	$136,362.00
WebQuery Upgrade Services	$1,290.00	1	$1,290.00
Push to Talk	$6,214.00	1	$6,214.00
State Interface	$7,621.00	1	$7,621.00
CAD/2000 CARS to Data Warehouse Conversion	$2,814.00	1	$2,814.00
Additional On-Site Support (3 personnel, 3 days)	$5,628.00	1	$5,628.00
Second CAD Site Installation Services	$9,450.00	1	$9,450.00
CAD Implementation Service Fee(s) Subtotal			$169,379.00

Mobile Implementation Service Fee(s)	Unit Price	Qty	Total Price
MobileCOM Upgrade Services	$15,360.00	1	$15,360.00
Mobile Implementation Service Fee(s) Subtotal:			$15,360.00

RMS Implementation Service Fee(s)	Unit Price	Qty	Total Price
Law Records Upgrade Services	$165,440.00	1	$165,440.00
State Query – Wants & Warrants	$4,690.00	1	$4,690.00
Prior Version TC RMS Data Conversion	$12,194.00	1	$12,194.00
RMS Implementation Service Fee(s) Subtotal:			$182,324.00

Implementation Service Fee(s) Total: **$367,063.00**

Project Related Fees(s)

Product Name	Unit Price	Qty	Total Price
Project Management	$107,167.00	1	$107,167.00
Fixed Fee Travel Expenses	$87,560.00	1	$87,560.00

Project Related Fee(s) Total: **$194,727.00**

Third Party Products and/or Services

Product	Unit Price	Qty	Total Price
Location Verification Services (LVS) Upgrade	$13,375.00	1	$13,375.00
Maverick Mapping	$2,060.00	29	$59,740.00
Additional Maverick Mobile Map Licenses	$268.00	80	$21,440.00
		Third Party Subtotal:	*$94,555.00*

Third Party Related Fee(s) Total: **$94,555.00**

Subtotal: **$666,845.00**

Additional Annual Maintenance Fee(s)

Product	Total Price
CAD Production Workstations	$24,898.00
MobileCOM Licenses	$11,538.00
Mobile Report (ARS) Licenses	$9,000.00
Second CAD Site	$1,890.00
LVS	$6,563.00

Maverick Mapping	$9,969.00
Maverick Mobile Map Licenses	$3,600.00

Recurring Fee(s) Total: **$67,458.00**

Project Total: $734,303.00

Client license count totals shown below reflecting current licenses plus the additional licenses requested:

CAD: 36 Workstation Licenses
MobileCOM: 200 WorkstationLicenses
LawRECORDS: 200 Workstation Licenses
MobileREPORT: 200 Workstation Licenses
911 Mapping Licenses: 36 Workstation Licenses
Mobile Mapping Licenses: 200 workstation Licenses

Terms and Conditions

Tiburon's Pricing is presented based upon the following assumptions:

Payment terms are as follows:

15% Upon signing
15% Upon completion of SOW Task 1 Project Initiation
20% Upon completion of SOW Task 2 Business Practice Review
15% Upon completion of SOW Task 4 Project Schedule
10% Upon completion of SOW Task 7 Initial System Installation
15% Upon completion of SOW Task 13 Functional Demonstration
10% Upon completion of SOW Task 17 Cutover

PRICING ASSUMPTIONS

Tiburon's price proposal is presented based upon the following assumptions:

- The Tiburon products and services are proposed based upon Tiburon's best understanding of the currently installed Stockton Tiburon applications. The pricing may vary if additional information becomes available that alters the scope, quantity, and/or schedule for the proposed products and services.

- All Tiburon products and services will be provided according to the *"Agreement for Extended Service between the City of Stockton and Tiburon, Inc. dated January 22, 1998"*

- All Tiburon products and services and those services required by Stockton to complete the project will be delivered according to an agreed to Statement of Work and Project Schedule. A draft Statement of Work is attached.

- The City of Stockton will assume responsibility for directing, coordinating, and communicating with all third-party companies and vendors of every kind who are not specifically listed as Tiburon's responsibility in an agreed to Statement of Work.

- The project will include the proposed Tiburon software products, interfaces, and all proposed third-party products. Any changes to the scope of the project may affect Project Management and other Implementation Services.

- Tiburon's pricing for all proposed interface migration is based upon the interface functionality currently in place. If additional scope is required then additional costs will be required.

- Pricing includes Tiburon's standard Acceptance Test provisions outlined in the attached Statement of Work. Additional Acceptance Test pricing may be required if Stockton identifies Acceptance Test requirements that exceed Tiburon's standard Acceptance Test provisions.

- All prerequisite computer hardware, system software, peripherals, network components, etc., not included in the proposed pricing, will be provided by Stockton according to Tiburon's recommended standards and according to the agreed to Statement of Work and Project Schedule.

- Shipping and taxes (if applicable), unless explicitly identified as included herein, are not contained in the proposed pricing.

- Tiburon's prices for software license fees and custom interfaces (if any) do not include a warranty. All licenses and software will be added to the existing maintenance agreement in place. Upon cutover, the applications will continue to be covered under the existing maintenance agreement.

- Tiburon's proposed pricing assumes that Stockton will contract directly with all third-party companies for all warranty and maintenance services represented in this pricing.

- Tiburon has made its best effort to delineate the pricing for each major software component in our cost proposal. Tiburon's pricing is based upon the overall scope of the project. Please note that the addition or deletion of certain line items may affect the pricing of other related products and/or services.

- All Tiburon prices shall remain valid for a period of 120 days from the date of this proposal submission, unless otherwise extended in writing by Tiburon.

Training Terms:

In the event Client cancels training, provided that written notice of cancellation is received at least thirty (30) calendar days in advance of the class, the Client is entitled to a full credit towards a future class. If written notice is received twenty-nine (29) to fourteen (14) calendar days in advance of the class, the Client is entitled to a 50% credit towards a future class. If written notice is given less than fourteen (14) calendar days prior, no credit will be given. Failure to provide written notice at least fourteen (14) calendar days in advance of the class obligates the Client to make payment for the full price of the class.

If a participant registers for a class more than 30 calendar days in advance, notification will be sent 30 calendar days prior to the class date if there is low enrollment at that time. Tiburon reserves the right to reschedule or cancel the date, time and location of a training class with fourteen (14) calendar days' notice from class date due to low enrollment or circumstances beyond its reasonable control (e.g. weather, natural disaster). In the event a training

class is cancelled, the Client is entitled to a full credit towards a future class. Tiburon shall not be responsible for any costs incurred by Client as a result of a cancellation or rescheduling.

In the event Client cancels a training course scheduled to be conducted on-site at Client's premises, Tiburon shall be entitled to reimbursement of any fees Tiburon may incur associated with cancellation of travel and lodging for such training course.

Tiburon reserves the right to assess $1,000 cancellation fee for the training classes that are cancelled any later than 5 business days prior to the first day of the class, plus any additional fees or charges associated with the cancellation and rebooking of the airline tickets and other travel arrangements.

Tiburon reserves the right to assess 25% of the services fee, up to $1,000 as cancellation fee for any remote, or onsite installation services work that are cancelled by the Client at no fault of Tiburon any later than 5 business days prior to the date of performing the work. This may include the services that are cancelled or rescheduled due to the client's infrastructure not meeting the minimum requirements for the installation, lack of preparation of the site based on Tiburon's documentation, issues with remote connectivity, or other barriers that result in the work being cancelled.

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.

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, (a) attach a copy of this quotation to your purchase order when it is remitted to Tiburon, or, (b) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and send signed copy of the Proposal to Bob Brown by email at Bob.Brown@tritech.com or fax 510.217.6466.   If you have any questions or require further information, please contact Bob at 925.963.8618 at your convenience.

☐   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 2
To
System Implementation Terms and Conditions

Tiburon Statement of Work dated 10/9/2015 follows this cover page.

Exhibit 2

Statement of Work (SOW)

for

City of Stockton Police Department

October 9, 2015

Table of Contents

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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.

Note: CommandCAD and Windows LawRECORDS do not contain Calls for Server – Unit History.

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

- CommandCAD v2.9

    - Workstations – 36 licenses (28 additional)
    - 911Mapping – 36 licenses (29 additional)
    - AVL (CompassCom) – 80 concurrent licenses
    - Location Verify Services (LVS)
    - CAD Data Warehouse
    - ReformatDESIGNER
    - Active Directory Time Sync

- The following CommandCAD interfaces:

    - CLETS State interface
    - E911 (Plant/Vesta MARRS)
    - Push To Talk
    - TDD (Plant/Vesta)
    - AVL (CompassCom)
    - CAD-RMS Transfer (Tiburon Products)

- Second CAD Site

    A second CAD Site will be deployed. This site will be at the Sheriff's Office. The intent is to use this CAD Site as a backup. Interfaces, message switch or Mobiles not included at the second Site.

- MobileCOM v5.3

    - MobileCOM licenses – 200 (50 additional)
    - MobileMap – 200 licenses (50 additional)
- MSS

    - Includes CLETS mnemonic pooling
    - Warrant query to County
    - Mobile Server (new)
- LawRECORDS v7.10 (200 licenses)
    - Current modules that are under maintenance will be moved forward – excluding Calls for Service and Unit History
    - GCT Geofile Conversion Tool

- o Following LawRECORDS Interfaces:
  - Autocite "Z" Citation by Redflux camera system (EP-129442)
  - CUSINS interface display mug shot in Web Query (EP-214765)
  - Pawn Upload
- ARS Field Reporting V7.10 (150 licenses)
- WebQUERY

The following are not included in this scope:

- Data Conversion does not include Calls for Service or Unit History modules.
- Hardware replacements or upgrades.
- Crystal Reports, Oracle, SQL or other third-party product upgrades or modifications.
- Client-specific documentation.
- Modifications to any third-party systems that may be used by Client to access the applications.
- Migration of existing customizations (baseline applications of the versions are to be deployed).
- Any new application modules. Only those modules contained in the client's current 7.4.1 system will be upgraded, excluding Calls for Service and Unit History.
- LawRECORDS Logging.

Any interfaces will be upgraded/migrated to the baseline versions.

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, in electronic format, 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 Project Schedule Task, 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 (vendors and/or agencies) support 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 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.

f. 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.

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. 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 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.

The RMS BPR is a demonstration of the current version of RMS therefore, the RMS BPR is held remotely using WebEx.

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).

CAD BPR is a 32 hour onsite activity

RMS BPR is a 16 hour webinar reviewing only changes to current LawRECORDS application

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. Procure and install all equipment and third party software.

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

e. 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.

NOTE – Tiburon assumes that the Client will provide staff already trained on the use of the GCT tool set, and is currently supporting the Client organization.   Should the Client need training services on the base functionality of the tool, Tiburon will provide a Change Order for those added services.

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.

d. Install CommandCAD at the second Site.   Deploy new build to include the new Site. Configure Site to Site.

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

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.

- CARS to Data Warehouse conversion:

    o   Initial extraction, conversion, loading, and testing of the Datawarehouse database; this will be performed at time of deployment.

- LawRECORDS modules excluding Calls for Service or Unit History modules to latest release

Tiburon Responsibilities:

a.   Receive and review source data.

b.   Generate a data conversion plan and provide recommendations based upon the source data information.

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

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

Client Responsibilities:

a.   Designate a knowledgeable person to work with the Tiburon Data Conversion Team.

b.   Prior to the conversion process, purge unnecessary data to ensure that the database or data provided to Tiburon contains only the data that the Client intends Tiburon to convert.

c.   Provide Tiburon access to the data to be converted by delivering a copy of the data in ASCII format or providing ODBC access to the data.

d.   Tiburon requires Data Dictionary and ERD data definition (record layouts or definitions) documentation for the source data. Tiburon encourages clients to submit all accurate, available documentation to help our engineers understand the source system.

e.   Review and approve the data conversion plan within ten (10) business days.

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

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

h.   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.

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 (onsite)	24	6	1
CommandCAD File and Table Maintenance (onsite)	40	6	1
MobileCOM Administration (onsite)	8	6	1
LawRECORDS System Administration (remote)	4	6	1
ReformatDESIGNER (onsite)	16	6	1
LawRECORDS Code Tables (Webinar)	8	6	1
Data Warehouse Reporting (SSRS) (onsite)	16	6	1

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

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.   It is imperative that Client 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 one-day CAD functional demonstration at the Client facility.

b. Conduct a one-day RMS functional demonstration at the Client facility.

c. Demonstrate the CAD Site takeover process and provide documentation on the takeover procedure.

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 (onsite)	40	10	1
MobileCOM Train The Trainer (in conjunction with MobileCOM Administration Training)	4	10	1
CommandCAD Supervisor Training (Webinar)	4	6	1
LawRECORDS Train The Trainer on new features (Webinar)	12	10	1
WebQuery Train the Trainer (remote)	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 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.

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

TASK 15   SYSTEM INTEGRATION DEMONSTRATION

Task Description:

Demonstrate system interfaces.

Tiburon Responsibilities:

a.   Demonstrate system interfaces in accordance with the ICD's.

b.   Resolve any discrepancies discovered during the demonstration.

Client Responsibilities:

a.   Conduct testing and verify system interfaces.

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

Completion Criteria:

This task is complete when Tiburon has conducted the interface 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. 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 integration function at a later date. **Such rescheduling of integration demonstrations shall not delay the scheduled go-live or any subsequent tasks.**

TASK 16   FINAL DATA CONVERSION

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 eight hours per day Monday thru Friday 0800 – 1700 hours.

- CommandCAD – 3 days (one trainer, one CAD technician and one PM)
- LawRECORDS – 3 days (one trainer, two RMS technicians and one PM)

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. It is the Client's responsibility to remain current and in good standing with all maintenance payments.   Any delay in a maintenance payment, will affect the project schedule.

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).

d. Deliver a current copy of Warranty/Maintenance Support Guidelines document

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.

ATTACHMENT A.1: INTERFACE DELIVERABLE LIST

CommandCAD interfaces:

- CLETS State interface
- E911 (Plant/Vesta MARRS)
- Push To Talk
- TDD (Plant/Vesta)
- AVL (CompassCom)
- CAD-RMS Transfer (Tiburon Products)
- County CJIS

LawRECORDS Interfaces:

- Autocite "Z" Citation by Redflux camera system (EP-129442)
- CUSINS interface display mug shot in Web Query (EP-214765)
- Pawn upload

Third Party Interfaces

The following third parties will have access to RMS data. Connectivity is a Client responsibility:

- BAIR
- ARIES
- PADS