

# APPENDIX 1 - SOURCE MAP DATA REQUIREMENTS

A more detailed description of Data Requirements is contained in the Map Content and Construction Guide.

## REQUIRED LAYERS

<b>CONTENT: Street centerlines</b> (polyline)	
Required Fields:	Street name field(s)
	FromLeft
	ToLeft
	FromRight
	ToRight
Optional Fields:	LAR indicator (required for LARs)
	LAR direction (required for LARs)
	Response Modifier(s) (one for each service)
	Alias(es)
	Grid
	One way
(use only one)	<b>Speed limit</b>
(use only one)	<b>Cost of Traversal</b>
(use only one)	<b>Time of Traversal</b>
	Morning Rush Hour
	Evening Rush Hour
<b>CONTENT: Dispatch groups</b> (one for each service such as Police, Fire, and EMS) (polygon)	
Required Fields:	Service ID
	Agency
	DispatchGroup
	Area/Name ID (RD)
Optional Fields:	Response Modifier
<b>CONTENT: City</b> (polygon)	
Required Fields:	Name
	City code

## OPTIONAL LAYERS

<b>Houses</b> (point)	
Required:	Name
	Location
<b>Parcels</b> (polygon)	
Required:	Name
	Location
<b>Businesses</b> (point)	
Required:	Name
	Location
<b>Complexes</b> (polygon)	
Required:	Complex name
	Location
<b>Common places/Landmarks</b> (point)	
Required:	Name
	Location
<b>Hydrants</b> (point)	
Required:	None
<b>Hydrology</b> (polygon or polyline)	
	Name
<b>Parks</b> (polygon)	
Required:	Name
<b>Railroads</b> (polyline)	
	Name
<b>Cameras</b> (point)	
Required:	Name
	URL

<b>Building footprints</b> (polygon or polyline)	
	Name
	Location
<b>Curblines</b> (polyline)	
	Name
<b>Orthos</b> (Aerial Photography)	
	None
<b>Community</b> (polygon)	
Required:	Name
	Community code
<b>County</b> (polygon)	
Required:	Name
<b>State</b> (polygon)	
Required:	Name
<b>Zip codes</b> (polygon)	
Required:	Name
<b>MapBook</b> (polygon)	
Required:	Name
<b>Mileposts</b> (point)	
Required:	Milepost number
	Milepost fullname
	Highway name
	LAR direction

*Attachment C: Features and Functionality*

Attachment C “Features and Functionality” shall follow this cover page.

# Modules/Features Development Completed

(All dates contained herein are tentative and subject to change at the sole discretion of Tiburon)

## CAD

- Dockable/Undockable windows
  - Ribbon Bar
- Intelligent Data Entry Processing
- Integrated GIS (LVS)
- CAD Integration
- Integrated shared code tables
- Integrated Mapping
- CAD Web Portal
- Integrated single sign-on (authentication)
- Split database between Message and History to maintain CAD 5 9's
- Combined Call entry, history and event handling
- Standard SSRS reports
- 911 Mapping
- LVS
- DataWarehouse

## Law

- Field Reporting
- Field Interview
- Citations
- Incident/QC
- UCR
- Special Flags
- Warrant
- Redaction
- Mugshot
- Property and Evidence
- License and Permits
- Case Management
- Standard SSRS reports

## Mobile

- Shared Code Tables
- Shared local DB with Law
- Integrated Field Reporting, Citation, and Field Interview
- LVS
- Whiteboard Module (send / recv)
- Color Coded Unit Status
- Lock View Split screen

## Enterprise

- Enterprise Rostering
- New UI for CAD and Records
- Shared Security and Authentication
- Terminal Security
- Configuration Management
- Numbering Service
- Shared Location Verification
- Disconnected Mode
- Shared Code Tables
- Online Help/ tooltips
- Auditing
- Notification System
- TiburonConnect
- Web Portal

# Modules/Features in Development

(All dates contained herein are tentative and subject to change at the sole discretion of Tiburon)

## CAD

- **Scheduled Q1 2011**
- Interfaces
  - Reformat Designer
  - MobileMap
  - E911 I/F
  - EXT- State
  - FS Alert
  - FS Print
  - Paging I/F
  - Time Synch
  - Pawn Upload
  - Warrant Interface
  - Rip and Run
- **Scheduled Q4 2011**
  - Multi-Agency Support
- **Scheduled Q2 2012**
- Product/Feature Set Improvements

## Law

- **Scheduled Q1 2011**
- Message Switch Integration
- Reformat Designer
- Pawned Property
- Field Report (UI) Enhancements
- Gang Incident Module
- Product/Feature Set Improvements
- COPLOGIC Interface
- Crossroads Interface
- Omega Group Interface
- **Scheduled Q4 2011**
  - Multi-Agency Support
  - Traffic Accident Reporting
  - Product/Feature Set Improvements
- **Scheduled Q2 2012**
  - Juvenile Records
  - Officer Activity
  - Bicycle Registration
  - False Alarm Billing
  - Crime Analysis (Internal)
  - NIBRS
  - Product/Feature Set Improvements

## Fire/Mobile/Jail

- **Scheduled Q1 2011**
- **FIRE**
  - UI Improvements
  - Additional MUI Integration
- **Enterprise**
  - Web Portal Feature/Set
- **Scheduled Q4 2011**
  - Product/Feature Set Improvements
- **Scheduled Q2 2012**
- **JAIL**
  - Inmate Event Scheduling
  - Incident Disciplinary Reports
  - User Defined Sentence Calculation
  - Commissary Interface (includes Trust Fund Accounting)
  - AFIS Interface
  - VINE Interface
  - Product/Feature Set Improvements

# **EXHIBIT 2**

## **Tiburon Applications and Fees**

**The Tiburon Applications and Fees exhibit shall follow this cover page.**



**Los Gatos Pricing Summary**

The following Pricing Summary represents the line items shown in the System Proposal Detail.

<b>PRODUCT PRICING SUMMARY</b>		
	<b>DESCRIPTION</b>	<b>AMOUNT (USD)</b>
	Tiburon IQResponse CAD	119,125
	Tiburon IQResponse Mobile	20,400
	Tiburon IQResponse Law	93,500
	Additional Software Credit	(213,526)
	<b>Product TOTAL</b>	<b>\$19,499</b>
<b>PROFESSIONAL SERVICES SUMMARY (INCLUDES TRAINING)</b>		
	<b>DESCRIPTION</b>	<b>AMOUNT (USD)</b>
	Tiburon IQResponse CAD Professional Services	\$12,197
	Tiburon IQResponse Mobile Professional Services	\$4,147
	Tiburon IQResponse Law Professional Services	\$34,157
	<b>Professional Services TOTAL</b>	<b>\$50,501</b>
<b>PROJECT PRICE TOTAL</b>		<b>\$70,000</b>

<b>EXTENDED SOFTWARE MAINTENANCE</b>	
<b>DESCRIPTION</b>	<b>AMOUNT (USD)</b>
Year 1 Annual Maintenance	\$36,000
Note: Does not include equipment and 3rd party maintenance. Alternative pricing available. See System Proposal Detail.	

The above pricing is valid for 180 days from the date of this document, and is dependent upon the terms and conditions in the Enhancement Proposal, Software License Agreement (SLA), and the Statement of Work (SOW)

**Sunnyvale System Proposal Detail**

**CONTACT INFORMATION**

**SALES INFORMATION**

Sunnyvale, City of

Jennine Weber  
 jennine.weber@tiburoninc.com  
  
 (866) 867-5948

<b>PRODUCT: Tiburon CommandCAD</b>				
<b>QTY</b>	<b>DESCRIPTION</b>	<b>SOFTWARE LICENSES</b>	<b>PROFESSIONAL SERVICES</b>	<b>AMOUNT (USD)</b>
1	5 Days Post Go-Live Support One Project Manager on site for 5 days with access to remote Tiburon resources.		11,544	11,544
1	Crossroads interface	10,000	0	10,000
16	Tiburon IQResponse CAD Includes Tiburon Standard 24x7 Support Licensing Change applies: All existing Tiburon products licensed quantities (including site license where such was issued) are converted to the fixed number of licensed workstations of the replacement Tiburon IQResponse products specified herein.	184,000	185,484	369,484
1	ProQA workstation interface licenses	10,700	3,264	13,964
1	MSS with Reformat Designer	49,000	10,536	59,536
1	Push to Talk, Emergency display	12,500	3,264	15,764
1	Fire Alerting interface/Tone Encoder	12,500	3,264	15,764
1	Alphanumeric Paging with dispatch interface	17,500	3,264	20,764
1	Rip & Run fire station printing	6,875	3,264	10,139
1	RMS Incident Transfer, per type, standard API	12,500	3,264	15,764
<b>CommandCAD Subtotal</b>		<b>\$315,575</b>	<b>\$227,148</b>	<b>\$542,723</b>

<b>PRODUCT: Tiburon IQResponse Mobile</b>				
<b>QTY</b>	<b>DESCRIPTION</b>	<b>SOFTWARE LICENSES</b>	<b>PROFESSIONAL SERVICES</b>	<b>AMOUNT (USD)</b>
66	Tiburon IQResponse Mobile Includes Tiburon Standard 24x7 Support Licensing Change applies: All existing Tiburon products licensed quantities (including site license where such was issued) are converted to the fixed number of licensed workstations of the replacement Tiburon IQResponse products specified herein.	119,200	48,912	168,112
<b>IQResponse Mobile Subtotal</b>		<b>\$119,200</b>	<b>\$48,912</b>	<b>\$168,112</b>

<b>PRODUCT: Tiburon IQResponse Law</b>				
<b>QTY</b>	<b>DESCRIPTION</b>	<b>SOFTWARE LICENSES</b>	<b>PROFESSIONAL SERVICES</b>	<b>AMOUNT (USD)</b>
40	Tiburon IQResponse Law (Per Seat Licenses) Licensing Change applies: All existing Tiburon products licensed quantities (including site license where such was issued) are converted to the fixed number of licensed workstations of the replacement Tiburon IQResponse products specified herein.	115,000	156,468	271,468
25	Tiburon IQResponse Suite WebPortal Workstations (Per Seat Licenses) For all Products: Maintenance remains in effect during upgrade.	8,750	0	8,750
75	IQResponse Mobile Reports License	37,500	0	37,500
1	UCR Reporting	15,000	17,400	32,400
1	Traffic Management	10,000	19,512	29,512
1	CLETS Upload - Warrants Detailed Description	3,300	0	3,300
1	CLETS Upload - Persons Detailed Description	3,300	0	3,300
1	CLETS Upload - Vehicles Detailed Description	3,300	0	3,300
1	CLETS Upload - Property Detailed Description	3,300	0	3,300
<b>IQResponse Law Subtotal</b>		<b>\$199,450</b>	<b>\$193,380</b>	<b>\$392,830</b>

<b>EXTENDED SOFTWARE MAINTENANCE</b>	
<b>DESCRIPTION</b>	<b>AMOUNT (USD)</b>
Year 1 Annual Maintenance	\$72,000
Note: Does not include equipment and 3rd party maintenance.	

**Los Gatos System Proposal Detail**

**CONTACT INFORMATION**

**SALES INFORMATION**

Sunnyvale, City of

Jennine Weber  
 jennine.weber@tiburoninc.com  
  
 (866) 867-5948

<b>PRODUCT: Tiburon IQResponse CAD</b>				
<b>QTY</b>	<b>DESCRIPTION</b>	<b>SOFTWARE LICENSES</b>	<b>PROFESSIONAL SERVICES</b>	<b>AMOUNT (USD)</b>
4	Tiburon IQResponse CAD Includes Tiburon Standard 24x7 Support Licensing Change applies: All existing Tiburon products licensed quantities (including site license where such was issued) are converted to the fixed number of licensed workstations of the replacement Tiburon IQResponse products specified herein.	106,000	4,819	110,819
1	LVS - Existing Client with existing LVS (existing CommandCad client with 2.4 or above, or existing IQRCAD client) Add Agency to Sunnyvale - same LVS Install		0	0
1	Remote Communications Sites	13,125	7,378	20,503
<b>IQResponse CAD Subtotal</b>		<b>\$119,125</b>	<b>\$12,197</b>	<b>\$131,322</b>

<b>PRODUCT: Tiburon IQResponse Mobile</b>				
<b>QTY</b>	<b>DESCRIPTION</b>	<b>SOFTWARE LICENSES</b>	<b>PROFESSIONAL SERVICES</b>	<b>AMOUNT (USD)</b>
17	Tiburon IQResponse Mobile Includes Tiburon Standard 24x7 Support Licensing Change applies: All existing Tiburon products licensed quantities (including site license where such was issued) are converted to the fixed number of licensed workstations of the replacement Tiburon IQResponse products specified herein.	20,400	4,147	24,547
<b>IQResponse Mobile Subtotal</b>		<b>\$20,400</b>	<b>\$4,147</b>	<b>\$24,547</b>

<b>PRODUCT: Tiburon IQResponse Law</b>				
<b>QTY</b>	<b>DESCRIPTION</b>	<b>SOFTWARE LICENSES</b>	<b>PROFESSIONAL SERVICES</b>	<b>AMOUNT (USD)</b>
40	Tiburon IQResponse Law (Per Seat Licenses) Licensing Change applies: All existing Tiburon products licensed quantities (including site license where such was issued) are converted to the fixed number of licensed workstations of the replacement Tiburon IQResponse products specified herein.	60,000	4,819	64,819
10	Tiburon IQResponse Suite WebPortal Workstations (Per Seat Licenses) For all Products: Maintenance remains in effect during upgrade.	3,500	0	3,500
30	IQResponse Mobile Reports License	15,000	0	15,000
1	IQResponse Law Additional Agency(ies)		12,240	12,240
1	UCR Reporting	15,000	17,098	32,098
<b>IQResponse Law Subtotal</b>		<b>\$93,500</b>	<b>\$34,157</b>	<b>\$127,657</b>



**SYSTEM PROPOSAL**

Sunnyvale, City of  
Sunnyvale EP-24579 IQR Early Adopter  
April 15, 2011

<b>EXTENDED SOFTWARE MAINTENANCE</b>	
<b>DESCRIPTION</b>	<b>AMOUNT (USD)</b>
Year 1 Annual Maintenance Note: Does not include equipment and 3rd party maintenance.	\$36,000

# **EXHIBIT 3**

## **Project Schedule**

**The Project Schedule shall follow this cover page.**

ID	Task Name	1	Qtr 2, 2011			Qtr 3, 2011			Qtr 4, 2011			Qtr 1, 2012			Qtr 2, 2012	
		Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
1	<b>Project Management</b>															
22	<b>Task 1: Planning and Tiburon Application Configuration Review</b>															
46	<b>Task 2: Hardware, Software Installation &amp; Tiburon Application Configuration Training</b>															
66	<b>Task 3: Interface Deployment &amp; Client Configuration Entry</b>															
81	<b>Task 4: Core Team Training</b>															
87	<b>Task 5: Functional Acceptance Testing</b>															
90	<b>Task 6: Client Training</b>															
95	<b>Task 7: Cutover</b>															
110	<b>Task 8: Closing</b>															

Project: City of Sunnyvale Date: 4/17/2011	Task		Rolled Up Task		External Tasks	
	Progress		Rolled Up Milestone		Project Summary	
	Milestone		Rolled Up Progress		Group By Summary	
	Summary		Split		Deadline	

**TIBURON, INC.**

**AGREEMENT FOR EXTENDED SERVICE**

This Agreement is entered into this 20th day of April, 2000, by and between City of Sunnyvale, 700 All American Way, Sunnyvale, CA 94086 (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.

#### 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 California 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 California.

13. LIMITATION OF LIABILITY AND REMEDIES

a. Limited Warranty

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. Limitation of Damages and Remedy

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.

CLIENT

TIBURON

David Gakle

Darcy Hislop

Signature of Authorized Representative

Signature of Authorized Representative

David Gakle

Darcy Hislop

Name

Name

Senior Buyer, Purchasing Div.

Vice President, Client Services

Title

Title

6/7/00

April 20, 2000

Date

Date

Blanket P.O. # 24545-B



<b>ORDERED FROM</b> 03413 - 002  Tiburon Inc 6200 Stoneridge Mall Rd Ste 400 Pleasanton CA 94588  (925) 621-2700	<b>ORDER DATE</b> 04/19/2011	<b>BILL TO:</b>  City of Sunnyvale Finance Department Accounts Payable PO Box 3707 Sunnyvale, CA 94088-3707
	<b>DELIVERY DATE</b> 03/30/2012	
	<b>PAYMENT TERMS</b> BELOW	
	<b>BID NO/RFQ NO</b>	
<b>DELIVER TO</b>  ITD/Information Technology Services  650 W Olive Ave Sunnyvale CA 94086 Phone: (408) 730-7557	<b>FOB POINT</b>	<b>FREIGHT CHARGES</b>
	<b>REQ. NO</b> RQ007927	<b>REQUISITIONER:</b> NDIETZ
	<b>CHARGE/OBJ CODE(S):</b> 021601 5055 <span style="float: right;">\$416,121.00</span>	

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
1	Provide an upgrade of the current CAD/RMS system to their latest system, IQ Response, as needed by the City of Sunnyvale Department of Public Safety, per Enhancement Proposal EP-(24579) and Statement of Work, dated April 15, 2011 which is attached and incorporated herein by this reference.  Awarded by City Council April 26, 2011, RTC_____	116121.00	DLR	\$1.0000	\$416,121.00

Amount does not reflect applicable taxes.

**TOTAL** \$416,121.00

**Document Terms:**

Invoices must be sent directly to Accounts Payable at the address above and must reference the purchase order number. Failure to comply will result in a delay in payment processing.  
 This purchase order is subject to the City of Sunnyvale Standard Terms and Conditions for the Purchase of Services, dated 10/8/2010, a copy of which is attached and incorporated by reference (Form #TCPO-S).



**BUYER:**

Gonda, Peter

**PHONE** (408) 730-7418

**FAX**

**Purchase Order**  
**Standard Terms and Conditions for the Purchase of Services**

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, THE PURCHASE ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- 1. Offer and Acceptance:** The Purchase Order is an offer by the City of Sunnyvale ("City") to enter into a contract; and any of the following acts constitute Contractor's acceptance of the Purchase Order and all terms and conditions stated therein: (a) Contractor's commencement of work or (b) Contractor's acceptance of any payment from City.
- 2. Prices:** All rates and/or prices itemized in the Purchase Order are firm and not subject to escalation unless so stated on the face of the Purchase Order. Contractor represents and warrants that all rates and/or prices itemized in the Purchase Order are at least as low as those currently being quoted by Contractor to commercial or government users for the same work of similar scope under similar circumstances.
- 3. Taxes:** This purchase is subject to all applicable California sales and use taxes.
- 4. Business License Tax:** Pursuant to Section 5.04.100 of the Sunnyvale Municipal Code, and subject to exemption as defined, "No person shall transact, engage in or carry on any business within the City without first having procured a license from the City to so do and having paid the tax." Additional Business License information can be obtained by contacting the Business License Unit at 408-730-7620. Failure to obtain a Business License as required may result in the assessment of interest and penalties.
- 5. Terms of Payment:** Full payment shall be made within thirty (30) days from the date of receipt of invoice or acceptance of work, whichever occurs last. If City is entitled to a cash discount, the period of computation shall commence on the date of receipt of invoice or acceptance of work by City, whichever occurs last. Partial payments may be made with City's concurrence at no less than monthly intervals. City shall endeavor to pay each invoice within thirty (30) days, but shall not be responsible to Contractor for additional charges, interest or penalties due to failure to pay within that period.
- 6. Time for Performance:** Time is of the essence in the performance of the Purchase Order. If service cannot be performed at the specified time, Contractor shall promptly notify City of the earliest possible date for performance of the service. Notwithstanding such notice, if Contractor, for any reason whatsoever, fails to perform the work within the time specified, City may terminate the Purchase Order or any part thereof without liability except for work previously performed and accepted.
- 7. Warranty:** Contractor warrants that the work performed under the Purchase Order complies with all specifications and that workmanship and materials are free from defects. If any portion of the work has not been completely described in the Purchase Order, it shall comply with nationally recognized codes and established industry standards. Contractor agrees that the aforementioned warranties shall be in addition to any warranties provided by law or offered by Contractor. In addition to any other right City may have, if any work is found not to be in compliance with specifications or if workmanship and/or materials are found to be defective within ninety (90) days after the conclusion of performance of the work, Contractor shall, at City's option, either refund to City the amount paid for the work or perform the work again in a proper manner to the extent necessary to provide the City with the result originally contemplated.
- 8. Independent Contractor Status:** Contractor is acting as an independent contractor in performing the work required by the Purchase Order and is not an agent or employee of City. Nothing in the Purchase Order shall be interpreted or construed as creating or establishing the relationship of employer and employee between City and Contractor. Contractor is responsible for paying all required state and federal taxes.
- 9. Use of Subcontractors:** Contractor shall perform the work with its own employees under its immediate supervision and shall not subcontract any portion of the work unless approved by City in advance in writing.
- 10. Discrimination:** Contractor shall strictly adhere to all state and federal laws with respect to discrimination in employment and shall not discriminate against any individual on the basis of race, color, religion, gender, sexual orientation, marital status, national origin, age or disability.
- 11. Compliance with Laws:** (a) Contractor shall comply with all applicable governmental laws, ordinances, codes, rules, regulations, programs, plans, and orders in the performance of work under the Purchase Order.  
(b) Contractor shall obtain and maintain throughout the life of the Purchase Order all permits and licenses required in connection with the work to be performed and shall provide copies of such permits and licenses to City, upon request.
- 12. Extra or Additional Work and Changes:** Contractor shall perform no extra or additional work or alter or deviate from the work specified in the Purchase Order unless agreed in writing by City. Extra work to which City has not agreed in advance in writing will not be compensated by City.
- 13. Change Orders:** City shall have the right to revoke, amend, or modify the Purchase Order at any time by issuance of a written Change Order. No verbal revocations, amendments or modifications shall be held binding on City; and City is not required to compensate Contractor for services not authorized in advance by written Change Order. Contractor's receipt of City's written Change Order without response received by City within ten (10) days or Contractor's performance of work reflecting the change, whichever occurs first, shall constitute Contractor's acceptance of the change without any price or other adjustment.

**Purchase Order**  
**Standard Terms and Conditions for the Purchase of Services**

**14. Indemnification:** Contractor shall indemnify, defend and hold harmless City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described in the Purchase Order, caused in whole or in part by any negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of City.

**15. Insurance:** (a) Contractor shall take out and maintain throughout the life of the Purchase Order, at its own expense and from an admitted insurer authorized to operate in California, Workers' Compensation and Employer's Liability Insurance for its employees. The amount of insurance shall not be less than \$1,000,000 per accident for bodily injury or disease.

(b) Contractor shall take out and maintain throughout the life of the Purchase Order, at its own expense and from an admitted insurer authorized to operate in California, such Commercial General Liability Insurance as shall protect Contractor, City, its officials, officers, directors, employees, and agents from claims which may arise from work performed under the Purchase Order, whether such work is performed by Contractor, by City, its officials, officers, directors, employees, or agents or by anyone directly or indirectly employed by either. The amount of insurance shall not be less than the following: Single limit coverage applying to bodily and personal injury liability and property damage - \$1,000,000.

(c) The liability insurance shall include, but shall not be limited to:

(1) Protection against claims arising from bodily and personal injury and damage to property, resulting from Contractor's or City's operations, and use of owned or non-owned automobiles.

(2) Coverage on an "occurrence" basis.

(3) Broad form property damage liability. Deductible shall not exceed \$5000 without prior written approval of the City.

(4) Notice of cancellation to City at least thirty (30) days prior to the cancellation effective date.

(d) The following endorsements shall be attached to the liability insurance policy:

(1) The policy shall cover complete contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property damage shall be eliminated.

(2) City shall be named as additional named insured with respect to the work to be performed under the Purchase Order.

(3) The coverage shall be primary insurance so that no other insurance effected by City will be called upon to contribute to a loss under this coverage.

**16. Assignment:** Contractor shall not delegate or subcontract any duties or assign any rights or claims under the Purchase Order without City's prior written consent.

**17. Termination:** The Purchase Order may be terminated by mutual consent of both parties or by City at its discretion. City may cancel the Purchase Order at any time with written notice to Contractor, stating the extent and effective date of termination. Upon receipt of this written notice, Contractor shall stop performance under the Purchase Order as directed by City. If the Purchase Order is so terminated, Contractor shall be paid in accordance with the terms of the Purchase Order for work performed and accepted.

**18. Breach of Contract:** Should Contractor breach any of the provisions of the Purchase Order, City reserves the right to cancel the Purchase Order upon written notice to Contractor and obtain such services from another source. If a greater price than that named in the Purchase Order is paid for such services, the excess price shall be charged to and collected from the Contractor.

**19. Governing Law; Public Records:** The Purchase Order shall be governed by and construed in accordance with the laws of the State of California as interpreted by the California courts, and any litigation arising out of the Purchase Order shall be conducted in the courts of the State of California. California law requires that the contents of the Purchase Order be open to inspection and copying by the public.

**20. Force Majeure:** Neither party to the Purchase Order shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. City may terminate the Purchase Order upon written notice after determining such delay or default will reasonably prevent successful performance of the Purchase Order.

**21. Entire Agreement:** The Purchase Order, which includes any and all additional documents incorporated therein by reference, sets forth the entire agreement between Contractor and City with respect to performance of the work.

**22. Exceptions to City's Terms and Conditions:** If Contractor objects to any term or condition set forth in the Purchase Order, this objection must be in writing and received by City's buyer identified on the Purchase Order prior to Contractor's commencement of the work. Notwithstanding such notice, waiver or modification of any term or condition shall occur only if agreed in writing by City.

## ATTACHMENT C

### DRAFT

#### **COST SHARING AGREEMENT BETWEEN THE CITY OF SUNNYVALE AND THE TOWN OF LOS GATOS FOR TIBURON INCORPORATED'S COMPUTER AIDED DISPATCH AND RECORDS MANAGEMENT IQRESPONSE SUITE PRODUCTS**

THIS AGREEMENT dated \_\_\_\_\_, 2011, is by and between CITY OF SUNNYVALE, a municipal corporation ("Sunnyvale"), and TOWN OF LOS GATOS, a municipal corporation, ("Los Gatos"), collectively referred to as the "Public Entities", to share resources in order to achieve cost savings by utilizing the same vendor for new Computer Aided Dispatch and Records Management System ("CAD/RMS") software to benefit both entities.

WHEREAS, the Public Entities' current CAD/RMS will be ending its useful life in 2014; and

WHEREAS, the Public Entities have similar needs for procuring enhanced CAD/RMS software; and

WHEREAS, the Public Entities seek to participate in an early adopter installation of Tiburon Incorporated's ("Tiburon") Applications in order to realize greater cost savings due to the pricing incentives offered by Tiburon; and

WHEREAS, the Public Entities seek to consolidate services in order to effectuate the real-time sharing of information for law enforcement purposes and to establish a foundation to potentially expand the sharing of data systems with other law enforcement agencies in the future; and

WHEREAS, the Public Entities shall enter into a separate agreement for the apportionment of costs related to hardware maintenance and support, staff time, connectivity and replacement schedules.

NOW, THEREFORE, the Public Entities agree as follows:

#### **SECTION 1. SCOPE OF AGREEMENT**

This Cost Sharing Agreement embodies the general funding provisions between the Public Entities for the early adopter installation of Tiburon Applications and the early adopter Support Services implementation methodology. This Agreement may only be amended upon mutual written agreement between the Public Entities.

#### **SECTION 2. DESCRIPTION OF PROPOSAL AND STATEMENT OF WORK**

The Tiburon Enhancement Proposal EP 24579 – IQResponse Suite Products ("Tiburon Enhancement Proposal"), incorporated by reference as Exhibit "A", describes the scope description and responsibilities of the parties.

The Statement of Work, incorporated by reference as Exhibit “1”, describes the project tasks, responsibilities of the parties and defined completion criteria for the work to be completed under the Tiburon Enhancement Proposal.

### **SECTION 3. FUNDING FOR IQRESPONSE SUITE PRODUCTS**

The Public Entities agree to share the costs for the Tiburon IQResponse Suite Products according to the following schedule:

(a) Tiburon shall charge a firm fixed price of \$416,121 for initial software and implementation costs of the Tiburon Enhancement Proposal and Statement of Work attached as Exhibits “A” and “1”. Of this total amount, Sunnyvale shall pay \$346,121 and Los Gatos shall pay \$70,000 of these costs.

(b) Tiburon shall charge the Public Entities a total Annual Maintenance Fee of \$108,000. Sunnyvale shall pay \$72,000 of this cost and Los Gatos shall pay \$36,000. The ongoing Annual Maintenance Fee for the Public Entities shall be proportionally set in accordance with the provisions of the Tiburon Enhancement Proposal (see Exhibit “A”), or as otherwise amended.

(c) Sunnyvale shall receive invoices directly from Tiburon for the initial software and implementation costs and the Annual Maintenance Fee. However, any disputes regarding payment for services and maintenance shall be between each respective Public Entity and Tiburon.

### **SECTION 4. CHANGE IN SCOPE**

Future changes to the system shall be negotiated between the Public Entities and any associated costs for a mutually beneficial change shall be apportioned amongst the Public Entities. If the Public Entities jointly determine that a subsequent change to the Tiburon Enhancement Proposal or Statement of Work is desired, then the changes shall be negotiated with Tiburon and the parties shall execute an Amendment or new Agreement reflecting the change.

### **SECTION 5. USE OF FUNDS**

Sunnyvale, on behalf of Los Gatos, will use the funds provided under this Agreement only for the Tiburon products and services described in the Tiburon Enhancement Proposal and Statement of Work attached as Exhibits “A” and “1”.

### **SECTION 6. TERM AND TERMINATION**

#### **6.1 Term of Agreement.**

This Agreement is effective until termination by any party.

#### **6.2 Termination.**

(a) Either Public Entity may terminate this Agreement upon written six (6) months’

notice to the other, unless an alternate time period is mutually agreed upon by the Public Entities. The Public Entities agree that Tiburon shall be paid for any services rendered as set forth in its Agreement with Tiburon. Should any Tiburon system change costs incur as a result of termination, the Public Entity requesting termination shall have primary responsibility for those costs.

## **SECTION 7. MUTUAL INDEMNIFICATION.**

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the Public Entities agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

## **SECTION 8. MISCELLANEOUS.**

### **8.1 Notice.**

All notices required by this Agreement will be deemed given when in writing and delivered personally or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or at such other address as the party may designate in writing:

To SUNNYVALE: Chief Don Johnson  
City of Sunnyvale  
Dept. of Public Safety  
P. O. Box 3707  
Sunnyvale, CA 94088-3707

To LOS GATOS Chief Scott Seaman  
Town of Los Gatos  
110 East Main Street  
Los Gatos, CA 95030

### **8.2 Governing Law.**

This Agreement has been executed and delivered in, and will be construed and enforced in accordance with, the laws of the State of California.

### **8.3 Assignment.**

The parties may not assign this Agreement or the rights and obligations hereunder without the specific written consent of the other.

### **8.4 Entire Agreement.**

This document represents the entire Agreement between the parties with respect to the subject matter hereof. All prior negotiations and written and/or oral agreements between the parties with respect to the subject matter of this Agreement are merged into this Agreement.

### **8.5 Amendments.**

This Agreement may only be amended by a written instrument signed by the parties.

### **8.6 Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

### **8.7 Severability.**

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

### **8.8 Waiver.**

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing, and shall apply to the specific instance expressly stated.

### **8.9 Time is of the Essence.**

Time is of the essence of this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

**Signed:**

ATTEST:

CITY OF SUNNYVALE,  
a California municipal corporation

By \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Manager

APPROVED AS TO FORM:

By \_\_\_\_\_  
City Attorney

ATTEST:

TOWN OF LOS GATOS,  
a California municipal corporation

\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Town Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney