

August 06, 2013

Mr. Daniel Johnson Manager of Communications and Technology City of Reno 1 East First Street Reno, NV 89501

Subject:

Enhancement Proposal (EP) - 9991b: Add Sparks PD as a Second Site

Reference:

Agreement for Extended Services between the City of Reno and Tiburon, Inc., effective

date February 8, 1999

Dear Mr. Johnson:

Tiburon, Inc. is pleased to present the City of Reno (hereinafter, "Client") with this Proposal for Tiburon to add Sparks as a second site and provide additional licensing as set forth herein (hereinafter, referred to as the "Proposal").

Scope Description and Responsibilities

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

Price Description

1) Firm fixed price: \$221,963, which is comprised of the following:

- Licenses

\$ 68,975

Services

\$152,988

- 2) Upon achievement of the completion criteria set forth in the SOW the Tiburon Annual Maintenance Fee will increase by \$27,007. This additional maintenance fee will be prorated and added to the following year's annual maintenance renewal.
- 3) This Proposal does not include:
 - Warranty
 - Documentation
 - Hardware or third party products or services
- 4) Any taxes levied by a government agency. Taxes, if applicable are the sole responsibility of the Client.

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Effective Date and Payment Schedule

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

Licenses:

• 100% Upon Tiburon receipt of the signed acceptance of this Proposal.

Services:

- 25% Upon Tiburon receipt of the signed acceptance of this Proposal.
- 25% On July 1, 2014 (this payment is not tied to a milestone or project schedule, it is date certain and shall be paid on July 1, 2014)
- 50% Upon achievement of the completion criteria set forth in the SOW.

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

- 3) Client's acceptance of this Proposal in the signature block provided below, authorizes Tiburon to proceed with the work described herein and confirms funding will be obligated. Any requisite contractual documents required by Client's purchasing procedures are the responsibility of the Client.
- 4) The terms and conditions of the above referenced Agreement, and this Proposal prevail regardless of any conflicting or additional terms and conditions on any Purchase Order or other correspondence. Any contingencies or additional terms obtained on any Purchase Order are not binding upon Tiburon. All Purchase Orders are subject to approval and acceptance by Tiburon.
- 5) This fixed price Proposal is valid through September 30, 2013.

Upon review and acceptance of this Proposal, please have a duly authorized person sign below and return the signed copy of the Proposal to Ron Lovejoy via e-mail at ron.lovejoy@tiburoncinc.com or fax 866-405-6695. If you have any questions or require further information, please contact Ron at 951-898-0447, at your convenience.

Sincerely,

Mila Garcia

Vice President, Contracts and Procurement

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Client Signature Page to Follow

By this signature, Client accepts this Proposal:		
Signature	Date	
Printed Name / Title		

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Exhibit 1 Statement of Work

Scope Description and Tiburon Responsibilities

Remotely, Tiburon will configure Sparks as a second site on Client's TotalCommand CAD system and Tiburon will provide the services to add a new agency to RMS for Sparks PD, create all new agency specific database tables, and add the new logo for printed ARS reports, updates to WebQuery and set up UCR for the new agency reporting.

Upon Client's acceptance of this Proposal, Tiburon grants Client a non-exclusive license to use an additional seventeen (17) CAD and sixty-three (63) MobileCOM with AVL workstation licenses for Sparks. Such licenses are subject to the Software License Agreement in place between the parties.

Additionally, Tiburon will provide training as detailed in the table below:

Tiburon Application Training Sessions	Session Duration (Hours)	Maximum Participants	Number of Sessions
CommandCAD System File Mainteannce	40	6	1
CommandCAD CallTake/Dispatch Training	40	10	.2
CommandCAD Supervisor Training	4	10	1
DataWarehouse Training	16	10	1
CommandCAD E911 Setup Training	4	6	1
MobileCOM Application Admin and Installation Training	16	6	1
MobileCOM Train the Trainer Application Training	4	10	1
LawRECORDS Train the Trainer including WebBrowser	24	10	1
JailRECORDS Train the Trainer, new features only	16	10	1
LawRECORDS – UCR/NIBRS (post cutover)	16	6	1

Tiburon will provide one (1) trainer for up to three (3) consecutive days for CommandCAD and MobileCOM onsite cutover support. Additionally, Tiburon will provide one (1) trainer for up to three (3) consecutive days for LawRECORDS onsite cutover support.

Client Responsibilities

- 1) Designate a person to be the principal point of contact for all technical questions and administrative arrangements relating to this Proposal.
- 2) Provide VPN access to Tiburon.

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

Completion Criteria

This work will be considered complete ten (10) business days after Tiburon has provided the Client with written notification that Sparks has been configured as a second site on Client's Tiburon TotalCommand CAD system. If Client does not confirm completion with a sign off letter presented by the Tiburon project manager within ten (10) business days of submittal of such letter, or otherwise notifies Tiburon in writing why completion sign-off has not been provided any final invoice(s) will be issued and will be payable in accordance with the payment terms of this Proposal.