City of FRESNO **REPORT TO THE CITYCOUNCIL**

AGENDA ITEM NO.	1K
COUNCIL MEETING	12-16-08
APPROVED BY	
DEPARTMENT DIRECTOR	
CITY MANAGER	

December 16, 2008

FROM: RANDY R. BRUEGMAN, Fire Chief
Fire Department

SUBJECT: ADOPT A RESOLUTION AUTHORIZING THE PURCHASE OF TIBURON FIRERECORDS SOFTWARE AND SUBSYSTEMS TO UPGRADE AN EXISTING SYSTEM WITHOUT ADVERTISED COMPETITIVE BIDDING

Presented to City Council
Date 12/16/08
Disposition Res 2008-344

KEY RESULT AREA: 0209003000, 0401005000, and 0601003000

Public Safety, External Customer Service, and Employee Satisfaction

RECOMMENDATION

Staff recommends Council adopt the attached resolution authorizing the purchase of Tiburon FireRECORDS (Records Management System [RMS]) and related subsystems and waive the competitive bidding process.

EXECUTIVE SUMMARY

For approximately 13 years (1986 through 1999), the Fresno Fire Department (FFD) utilized a computer system designed by Tiburon for records management. With the approach of the year 2000 and the vendor requirement to purchase new Window-based computer equipment and the associated costs to become Y2K compliant, the former Fire administration opted to discontinue use of the full Tiburon system and moved to another vendor, Data 911. As Data 911 was not meeting its contractual obligations, the department terminated those services and contracted with Emergency Reporting, Inc., in October 2004, to develop a records management system to FFD specifications. However, this system is simply not robust enough to handle the volume and complexity of data that must be maintained and analyzed, and as such, the department will not be renewing this agreement. The department still maintains data on the prior Tiburon system and continued to utilize several individual modules to process equipment maintenance requests and hydrant data through January 2006. The department is requesting to waive the competitive bidding process and upgrade the prior Tiburon system, which had been used by the department for 13 years.

KEY OBJECTIVE BALANCE

This proposal provides gains in all three key objective areas: Customer and Employee Satisfaction will be enhanced as the department will be able to maintain, retrieve, analyze, and report incident data in a more accurate, timely, and cost-effective manner. This will help to ensure the department is able to provide credible analyses and reporting of response time, training, and equipment needs to aid in fire and rescue operations as well as fire inspection and investigation data to assist personnel in their fire prevention efforts. The benefits from a financial standpoint will be the City, as a previous long-term customer, has the opportunity to implement a new records management system at a substantially reduced price. This allows the City to maximize the use of funding while implementing a proven records management system. An upgrade will expedite the implementation and facilitate the extraction of historical data for reporting purposes. In addition, the upgraded RMS will allow the department to maximize its vocational education reimbursement funding.

BACKGROUND

Records management systems are utilized in the fire industry to report fire incident data to both the federal and state governments in their respective required formats. This data is gathered to help with fire prevention planning, funding, and resource allocation and reporting to the National Fire Incident Reporting System (NFIRS) is a requirement to be eligible for federal-grant funding. In addition, an RMS system should interface with the Computer-Aided Dispatch (CAD) system, provide personnel management information such as hiring, promotion, training and certification history, fire inspection and investigation data, asset and equipment maintenance management and history, fire hydrant management, fire permits and preplan data, and fire station daybook detail for time and activity tracking. All of this information should be maintained in a database, which is easily accessible for data entry, ad-hoc reporting, and analysis purposes. Accurate data reflecting all facets of fire suppression, training, maintenance, and administrative operations is an integral factor in determining the department's ISO rating and in the Commission on Fire Accreditation International accreditation process. Another critical need for accurate compilation, extraction, and analysis capabilities is data from the RMS is used to determine whether the department is meeting National Fire Protection Agency (NFPA 1710) four- and eight-minute response standards. Meeting these core standards lead to development of the Standard of Cover and Strategic Plan documents and serves as the basis for department operations. Maintaining accurate training records will ensure reporting to the California Joint Apprenticeship Committee continues to produce revenue for the department. In 2007, JAC reporting generated approximately $200,000. Proper reporting of training records has the potential of generating in excess of $250,000 for FY 2009.

From approximately 1986 through 1999, FFD utilized a computer system designed by Tiburon for records management. With the approach of the year 2000 and the vendor requirement to purchase new Window-based computer equipment and the associated costs to become Y2K compliant, the former Fire administration opted to discontinue use of the full Tiburon system. Around that time, the Police Department was implementing Data 911, and the department piggybacked onto that contract so there would be consistency in the CAD system, mobile data terminals, etc. The contract was entered into in April 1999 and was supposed to be a turnkey contract with a price of $796,922.10. Less than two years after entering into the contract, it became apparent Data 911 was not meeting its contract requirements for the Fire implementation as it had not provided a turnkey system, and department staff recommended terminating the contract.

National Fire Reporting Standards (NFIRS) deadlines were approaching, and at that time, Data 911 was not an NFIRS qualified reporting entity. In July 2003, the Information Service Department (ISD), at the request of the Fire Department, began an exhaustive analysis of the IT needs for FFD. The results of this needs analysis conducted in 2003 indicated a system to meet the needs of FFD would have cost in excess of $200,000 with yearly maintenance of approximately $28,000 per year. Some systems reviewed at that time would have cost up to $400,000. Further investigation by ISD revealed a small company in Bellingham, Washington, providing a similar service from a "hosted" business model with a fee based on users. This company, Emergency Reporting (ER), was to provide a basic RMS service for an initial cost of $36,625 with annual subscription fees of $21,384. In October 2004, FFD and ISD recommended contracting with Emergency Reporting with the rationale that basic RMS services could be provided to FFD with a much more efficient use of limited funding resources. ER's contract also specified it would build the appropriate inspection, hydrant, training, and other records management systems modules needed by the department. However, the addition of these modules significantly expanded the volume of data transmitted between the remote Washington state site and FFD. This subsequently delayed response time between the vendor and FFD, which negatively impacted staff effectiveness in being able to enter data, access, and report on all the various information the system is now maintaining. In an effort to remedy this situation, the Department recommended hosting the data on servers in Fresno to improve overall user response time and worked with the vendor and staff from ISD to accomplish

this task. In May 2007, Council approved Amendment No.1 to the ER contract and FFD began hosting ER's proprietary program locally on equipment in the City of Fresno rather than in the state of Washington.

Although some improvement in vendor response time has been noted, ER has not been able to complete all the modules and requested fixes in a timely manner. The systems they have built simply are not robust enough to handle the volume of activity and complexity of data for a major metropolitan fire department. The department has had significant discussions with ER in an effort to remedy concerns about system deficiencies and failure to meet contractual deadlines as well as FFD's efforts to identify an RMS system sufficient to meet operational needs, and the department would not be renewing the ER contract, which expires in December 2009. Should Council approve the recommendation to implement the Tiburon RMS upgrade, the department will execute the 60-day written notice of termination of the ER contract upon completion of the Tiburon FireRECORDS upgrade and full transition to the new RMS system.

Because of the problems experienced by the department, the negative impact on daily operations as well as the implications to the department's ISO and accreditation processes that the deficiencies in the current RMS system pose, staff began researching other vendor RMS systems. It was noted any new system must have been in full production and being used by a comparable department for a minimum of two years. Continuing to work with vendors who wanted to develop software was not going to be acceptable. Staff contacted other comparable-sized fire departments both in and out of California, researched potential vendors on the internet, compared product offerings and cost quotes, held on-site demonstrations, and contacted current customers for input.

From this due diligence, the department was able to focus primarily on two vendors with comparable products that would meet most of the department's requirements: Tiburon FireRECORDS, a Virginia corporation having its primary place of business in Pleasanton, California; and Emergency Technologies located in Raleigh, North Carolina. Both agencies have proven products in use by comparable-sized fire departments. Tiburon FireRECORDS is currently in use at Long Beach and Santa Ana, two peer cities. Tiburon FireRECORDS is also installed in numerous medium to large agencies across the nation such as Baltimore, Maryland; Miami, Florida; Scottsdale, Arizona; and Lubbock, Texas. Emergency Technologies has national accounts but does not currently have any clients in California.

As the department further reviewed the systems and held on-site product demonstrations, it was determined Tiburon FireRECORDS is currently in use within California. It also has the requisite California Joint Apprenticeship reporting components and a fully developed and tested station log/day book module, both requirements of a system utilized by the department to ensure proper reporting of training records for revenue generation and time and activity recording of daily activities through the station log/day book.

For operational efficiency, the department requires all information and data be maintained in a single database, which is easily accessible for data entry, ad-hoc reporting, and analysis purposes. In order to achieve this continuity of reporting, the department requires the system be compatible with the older records management system that currently maintains historical data for the extraction of historical data. After investigation, it was determined Tiburon FireRECORDS is the only fully-developed software system in production for at least two years with the capability of extracting the department's historical data, which includes the station log/day book and CJAC reporting of training records. Tiburon FireRECORDS is the only vendor that can upgrade the existing Tiburon system, which was in partial use by the department until January 2006, and in full use by the department between 1986 and 1999. This will allow the department to access and extract historical incident data without development of any additional interfaces or data conversion fees.

Costs for the entire product upgrade, all applicable training, project management, and support and sales tax is $181,455 and includes FireRECORDS licenses for use at all fire station locations, the CAD interface, Training, Prevention, Hydrant and Asset Management modules, training on set-up and reporting as well as user training classes, project management, and support services. Year 1 annual maintenance will be $23,000 and Year 2 maintenance is estimated at $25,500.

Funding has been identified in Fund 24020, Fire Training Fund, which is comprised of training monies received from Fresno City College.

This request has been reviewed and approved as a sole source acquisition by the Purchasing Department.

FISCAL IMPACT

The software upgrade and annual maintenance fees will be funded from Fund 24020 - Fire Training Fund. It is estimated there will be no General Fund impact from acquisition of this program.

RRB/CAC 120908
Fire Records RMS Agenda Item

Attachments:
Resolution
Comparison Chart

1K
12/16/08

CITY OF FRESNO
City Clerk's Office (Original)

SYSTEM IMPLEMENTATION AGREEMENT

This System Implementation Agreement *(this "Agreement")* is entered into this 16th day of December, 2008 *(the "Effective Date")*, by and between the City of Fresno, a municipal corporation *(the "Client")* and Tiburon, Inc., a Virginia corporation having its primary place of business at 6200 Stoneridge Mall Road, Suite 400, Pleasanton, California 94588 *("Tiburon")*.

RECITALS

WHEREAS, the Client has determined that it requires the implementation of an automated computer system as specified herein; and

WHEREAS, Tiburon is qualified to provide the services specified in this Agreement and, subject to the terms and conditions set forth in this Agreement, Tiburon desires to provide such services;

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

AGREEMENT

1.0 Definitions

Capitalized terms used herein and in any exhibit hereto shall have the definitions set forth on Exhibit 1 attached hereto and incorporated herein by this reference, unless otherwise defined herein.

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 Exhibit 2 and incorporated herein by this reference *(the "Statement of Work")* in connection with the delivery and implementation of the System. Such services and the obligations and responsibilities of Tiburon set forth in the Statement of Work are collectively defined herein as the "*Tiburon Responsibilities*." Tiburon acknowledges that the dates set forth in the Project Schedule for completion of the Client Responsibilities to be provided by Client under this Agreement depend upon the timely fulfillment of the Tiburon Responsibilities. Client shall not be responsible for any delays in the Project Schedule directly and primarily caused by Tiburon's substantial failure to perform the Tiburon Responsibilities. Tiburon's substantial failure to perform the Tiburon Responsibilities in accordance with the Project Schedule shall constitute a material default under the Agreement. Tiburon shall respond within ten (10) business days to any written inquiry submitted by Client for information or clarification, provided that any such inquiry or multiple inquiries can reasonably be answered within such 10-day period. Tiburon's substantial failure to respond within this 10-day response period shall constitute a material default under this Agreement.

3.0 Term of Agreement

3.1 This Agreement 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 this Agreement required by statute, ordinance, or established policy of the Client has been obtained.

3.2 The schedule for the implementation of the System shall initially be governed by the project schedule attached hereto as Exhibit 3 and incorporated herein by this reference *(the "Initial Project Schedule")*. The Initial Project Schedule shall be replaced by a definitive project schedule to be delivered hereunder in accordance with the Statement of Work *(the "Project Schedule")*. When delivered, the Project Schedule shall be deemed to be incorporated herein by this reference and shall become part of this Agreement.

3.3 Unless earlier terminated as provided for in Section 12 hereof, this Agreement will remain in effect from the Effective Date until all tasks set forth in the Statement of Work have been fully completed and all amounts payable hereunder have been paid in full.

4.0 Contract Price

The Client shall pay to Tiburon the total amount of ONE HUNDRED EIGHTY-ONE THOUSAND FOUR HUNDRED FITY-FIVE DOLLARS AND ZERO CENTS *($181,455.00) (the "Contract Price")* in consideration for the delivery and implementation of the System in accordance with the Statement of Work and which includes sales tax(s).

5.0 Payments

5.1 The Client shall make payments to Tiburon *(the "Milestone Payments")* in accordance with the Milestone Payment Schedule attached hereto as Exhibit 4 and incorporated herein by this reference *(the "Milestone Payment Schedule")*. The amount to be paid by the Client shall be based on the specified price assigned to each deliverable as listed in the Pricing Summary attached hereto as Exhibit 5 and incorporated herein by this reference (the "*Pricing Summary*").

5.2 Tiburon shall prepare and submit invoices for payment by the Client under this Agreement. Invoices for payments hereunder shall be submitted to the following address:

City of Fresno Fire Department
Attention: Theodore Semonious, Batt. Chief
911 H Street
Fresno, California 93721
Phone: 559-621-4401

All payments shall be made within thirty *(30)* days from the date of an undisputed invoice by electronic funds transfer to Tiburon's account specified in writing, or by check made payable to "Tiburon, Inc." and delivered to 6200 Stoneridge Mall Road, Suite 400, Pleasanton, California 94588, or by such other means as may be mutually acceptable to the parties. If an invoice is disputed, Client shall make payments of any undisputed amount contained within the invoice within thirty (30) days from the date of receipt of the disputed invoice.

5.3 Unless specified in the Pricing Summary, the prices set forth herein do not include any federal, state or local excise, sales, or lease taxes now in force or which may be enacted in the future, all such amounts being the sole and independent responsibility of the Client for direct payment to such taxing authority. The prices are inclusive of any gross income or similar taxes and any amount of withholding taxes, Social Security, insurance, and unemployment insurance with respect to Tiburon employees.

5.4 Failure to pay any amount owing hereunder when such amount is due shall constitute a material default under this Agreement and could result in the termination of this Agreement.

The Client shall reimburse Tiburon for all collection fees, including reasonable attorneys' fees and expenses, incurred by Tiburon in connection with the collection of any amount owing hereunder.

6.0 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 this Agreement 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 Agreement. 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 this Agreement.

7.0 Project Manager and Client Representative

7.1 Tiburon shall designate within ten (10) days of the Effective Date, in a written notice delivered in accordance with Section 33 hereof, 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 delivered in accordance with Section 33 hereof designating the new individual authorized to act as the Project Manager.

7.2 The Client's Fire Chief is hereby designated as the Client's authorized representative for purposes of this Agreement *(the "Client Representative")*. Such individual (a) must be authorized to act on the Client's behalf with respect to all matters relating to this Agreement; (b) shall ensure the Client's compliance with its responsibilities under this Agreement; and (c) shall coordinate appropriate schedules in connection with Tiburon's services under this Agreement. 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.

8.0 Changes

The scope and schedule of services and materials provided under this Agreement may only be changed by a written change order *(a "Change Order")* mutually agreed upon and signed by duly authorized representatives of each of the parties. When a change causes a modification to the Contract Price or the amount of time needed to complete such change, the Milestone Payment Schedule and Project Schedule shall be amended, as necessary, by Change Order. Any Change Order causing an increase to the Contract Price or reduction in the deliverables to be provided by Tiburon or in the Tiburon Responsibilities under this Agreement, shall be subject to the prior approval of Client's governing body (i.e., the City Council). Tiburon shall not be liable in any way for delays to the Project caused by this section of the Agreement.

9.0 Software License and Transfer

9.1 For purposes of this Agreement, Tiburon warrants that it has good title to each of the Tiburon Applications and all Derivative Works, Enhancements and Documentation with respect thereto, and the right to use and integrate the same into the System free from trade secret, trademark, copyright, patent and other proprietary right infringements. Except as specifically provided herein, Tiburon shall at all times retain all title and interest in and to each of the Tiburon Applications and all Derivative Works, Maintenance Modifications, Enhancements and Documentation with respect thereto and all Tiburon Confidential Information.

9.2 Upon payment of the appropriate fees, Tiburon will grant to the Client a limited right to use the Tiburon Application, in Object Code only, pursuant to, and subject to the terms of, a software license agreement substantially in the form attached hereto as Exhibit 6 (the "Software License Agreement").

9.3 Tiburon may provide to the Client certain third-party software applications in the quantities requested by the Client pursuant to this Agreement *(the "Third-Party Software")*. The right to use any such Third-Party Software may be granted to the Client under the Software License Agreement or pursuant to a separate software license agreement with the developer of such Third-Party Software. The Client shall have no right to use such Third-Party Software until the Client has executed the Software License Agreement or a separate software license agreement with the developer of such Third-Party Software, as applicable, and until the Client has paid for all license or sublicense fees in connection therewith. Tiburon will integrate such Third-Party Software into the System and such Third-Party Software will constitute a deliverable for purposes of this Agreement. If for any reason it is determined that insufficient licenses or sublicenses for such Third-Party Software have been purchased, or that for any reason more licenses or sublicenses are required for System operation, the Client shall be responsible for any additional costs associated with obtaining such additional licenses and the costs and fees associated with integration of such additional Third-Party Software into the System. The Client shall have no right to the Source Code with respect to any Third-Party Software.

9.4 Upon payment of the appropriate fees, Tiburon will provide annual maintenance and support services of the Tiburon Application pursuant to, and subject to the terms of, a master support agreement substantially in the form attached hereto as **Exhibit 7** (*the "Support Agreement"*).

10.0 Confidential Information

10.1 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 10.1, 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. Tiburon agrees to maintain all Client Confidential Information with the same degree of care and security as it treats its own most confidential information.

10.2 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 this Agreement, 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 10.2, 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.

10.3 Notwithstanding Section 10.1 or Section 10.2 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.

10.4 Notwithstanding Section 10.1 or Section 10.2 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 whose responsibility it shall be to obtain a protective order requiring that the information to be disclosed be used only for the purposes for which the order was issued or that the information shall not be disclosed;

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

(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; or

(d) such disclosure is in response by Client to a request for disclosure of Tiburon Confidential Information pursuant to the California Public Records Act or subpoena; provided, however, Client provided notice to Tiburon before a response was due, and it shall be Tiburon's responsibility to establish that such Tiburon Confidential Information is exempt from disclosure.

10.5 The obligations hereunder with respect to each item of Client Confidential Information and Tiburon Confidential Information shall survive the termination of this Agreement.

10.6 Failure of either party to adhere to this section shall constitute a material default of this Agreement.

10.7 Nothing in this Agreement shall be construed to grant to the recipient any ownership or other proprietary interest in the other party's respective Confidential Information. The recipient agrees that it does not acquire any title, ownership, or other intellectual property right or license under this Agreement in such other party's respective Confidential Information.

11.0 <u>Informal Dispute Resolution</u>

11.1 The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any Dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 11.1.

(a) If either party *(the "Disputing Party")* has a Dispute, that party shall bring the matter to the attention of the other party at the earliest possible time via a Dispute Notice, in order to resolve such Dispute.

(b) If such Dispute is not resolved, or a mutually agreed to schedule which adherence to would resolve the Dispute *(the "Resolution Schedule")* is not agreed to by the Project Managers (for purposes of this section, Client's Project Manager shall be the Client Representative's designee on site during the project) within ten *(10)* business days, the Disputing Party shall deliver to both second levels of representatives, below, a Dispute Notice.

(c) Receipt by the second level of representatives of a Dispute Notice shall commence a time period within which the respective representatives shall communicate with one another in good faith in order to resolve the Dispute. If the respective representatives cannot resolve the Dispute or develop a mutually agreed to Resolution Schedule within the given time period, the Dispute shall be escalated to the next higher level of representatives in the sequence as set forth below.

(d) If the third level of representative, below, are unable to resolve the Dispute or develop a mutually agreed to Resolution Schedule in accordance with the escalation procedures set forth below, the parties may assert their rights under this Agreement.

Escalation Timetable ***(Business Days)***	**Tiburon Representative**	**Client Representative**
0 to 10th	Project Manager	Project Manager
11th to 15th	Operations Manager	Client Representative
16th to 20th	Executive Officer	City Manager

11.2 Notwithstanding the fact that the parties may be attempting to resolve a Dispute in accordance with the informal dispute resolution procedures set forth in Section 11.1 hereof, the parties agree to continue without delay all their respective responsibilities under this Agreement that are not affected by the Dispute.

11.3 This Section Intentionally Left Blank.

11.4 Notwithstanding the foregoing, either party may, before or during the exercise of the informal dispute resolution procedures set forth in Section 11.1, apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests pending completion of such informal dispute resolution procedures.

11.5 Failure of either party to adhere to this section shall constitute a material default of this Agreement.

12.0 Termination

12.1 Termination for Default. Subject to completion of the dispute resolution procedures set forth in Section 11.1 hereof, 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 this Agreement 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 delivered by the non-defaulting party in accordance with Section 33 hereof)*, termination shall not take place.

12.2 Termination Without Cause. The Client may terminate this Agreement without cause (including, but not limited to, Client's non-appropriation of funds sufficient to meet its obligations hereunder during any Client fiscal year of this Agreement, or insufficient funding for the project) by providing Tiburon at least thirty *(30)* days' prior written notice of termination delivered in accordance with Section 33 hereof.

12.3 Consequences of Termination. Upon termination of this Agreement for whatever reason:

(a) Tiburon and Client shall be under no further obligation to provide the respective Tiburon Responsibilities and Client Responsibilities 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 the Project Manager and 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 identified in Section 7.2 hereof 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 of Two Hundred Dollars ($200.00) per hour;

(e) in the event of termination by the Client for convenience under Section 12.2 hereof, the Client shall cause payments to be made to Tiburon within thirty *(30)* days of receipt of invoice for all cancellation, restocking or residual fees resulting from the cancellation or return of Third Party Products ordered from or shipped by the vendor thereof prior to the effective date of the termination.

(f) in the event of termination by the Client for convenience under Section 12.2 hereof, any license fees paid prior to the effective date of the termination shall be forfeited by the Client.

(g) All provisions of this Agreement that by their nature would reasonably be expected to continue after the termination of this Agreement shall survive the termination of this Agreement.

13.0 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. If Tiburon should subcontract all or any portion of the work to be performed under this Agreement, Tiburon shall require each subcontractor to indemnify, hold harmless and defend Client and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

14.0 Insurance

14.1 Throughout the life of this Agreement, Tiburon shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by Client's Risk Manager. The following policies of insurance are required:

(a) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office "occurrence" form CG 0001 and shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for coverage for premises and operations, products and completed operations, and contractual liability with combined limits of liability of not less than $1,000,000 per occurrence for bodily injury and property damage, $1,000,000 per occurrence for personal and advertising injury, $2,000,000 general aggregate and $2,000,000 aggregate for products and completed operations.

(b) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office form CA 00 01 and include coverage for all owned, hired and non-owned automobiles or other licensesd vehicles with combined single limits of liability of not less than $1,000,000 per occurrence.

(c) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(d) EMPLOYERS' LIABILITY insurance with limits of liability of not less than $1,000,000 each accident, $1,000,000 disease policy limit and $1,000,000 disease each employee.

14.2 Tiburon shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Tiburon shall also be responsible for payment of any self-insured retentions.

14.3 The above described policies of insurance shall be endorsed to provide an unrestricted 30 calendar day written notice in favor of Client of policy cancellation of coverage. **In the event any policies are due to expire during the term of this Agreement, Tiburon shall provide a new certificate evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy(ies).** Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, Tiburon shall file with Client a new certificate and all applicable endorsements for such policy(ies).

14.4 The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name Client, its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Tiburon's insurance shall be primary and no contribution shall be required of Client. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to Client, its officers, officials, agents, employees and volunteers. **Tiburon shall have furnished Client with the certificate(s) prior to Client's execution of the Agreement.**

14.5 If at any time during the life of the Agreement or any extension, Tiburon fails to maintain the required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to Tiburon shall be withheld until notice is received by Client that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to Client. Any failure to maintain the required insurance shall be sufficient cause for Client to terminate this Agreement.

14.6 If Tiburon should subcontract all or any portion of the services to be performed under this Agreement, Tiburon shall require each subcontractor to provide insurance protection in favor of Client, its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Tiburon and Client prior to the commencement of any work by the subcontractor.

15.0 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. Deliveries to the Client shall be addressed to the address set forth in Section 33 hereof unless the Client designates a different address in a written notice delivered in accordance with Section 33 hereof. Tiburon reserves the right to make deliveries to the Client in installments, and this Agreement shall be severable as to such installments.

16.0 Equipment Compatibility

16.1 The Tiburon Applications will not fail to perform in accordance with the performance standards set forth in the Statement of Work as a result of the equipment specified in the Pricing Summary and provided by Tiburon under this Agreement. Tiburon shall not be responsible for the performance of the Tiburon Applications in combination with any other products, elements, or components not supplied by Tiburon except to the extent that Tiburon has provided the interface between such equipment and non-Tiburon products, elements or components pursuant to this Agreement.

16.2 For any equipment specified in the Pricing Summary and provided by Tiburon under this Agreement that is no longer available due to model changes or other reasons beyond the reasonable control of Tiburon, Tiburon shall provide equipment of same or equal quality, performance and capacity.

16.3 THE CLIENT SHALL BE RESPONSIBLE FOR ANY EQUIPMENT NOT PROVIDED DIRECTLY BY TIBURON UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE CONDITION, OPERATION, AND PERFORMANCE IN THE SYSTEM OF SUCH EQUIPMENT, AND FOR THE INSTALLATION OF SUCH EQUIPMENT AND ASSOCIATED SOFTWARE, INTEGRATION INTO ANY APPLICABLE COMMUNICATIONS NETWORK, COMPATIBILITY WITH TIBURON SOFTWARE, PERFORMANCE AND DATA CAPACITIES, TIBURON PERSONNEL COSTS AND RELATED EXPENSES DUE TO TIME LOST DUE TO PROBLEMS WITH CLIENT-PROVIDED SOFTWARE OR EQUIPMENT, AND ANY IMPACT ON TIBURON SOFTWARE OR EQUIPMENT WHICH IMPACTS OVERALL SYSTEM OPERATION OR PERFORMANCE. TIBURON WILL UNDERTAKE THE AFOREMENTIONED RESPONSIBILITIES FOR CLIENT-PROVIDED EQUIPMENT ONLY UPON THE PAYMENT OF ADDITIONAL INTEGRATION FEES EXPRESSLY AND SPECIFICALLY DESIGNATED FOR SUCH PURPOSE IN THIS AGREEMENT OR BY A CHANGE ORDER HERETO.

17.0 Third Party Product Warranty

Tiburon makes no warranty with respect to any Third-Party Products. Warranty coverage for Third-Party Products shall be provided in accordance with the original manufacturers' warranty provisions.

18.0 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 no 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. Either parties liability for any claim, whether in tort, contract, indemnity or otherwise, shall be limited to the total amount to be paid Tiburon under this Agreement. Notwithstanding the foregoing, such limitations of liability shall not apply to Tiburon and Sections 9.1 and 9.3 hereof when the liability or claim involves any infringement of trade secret, trademark, patent, copyright or other proprietary right. Notwithstanding the foregoing, such limitation of

liability shall not apply to Client when the liability or claim involves any infringement of Tiburon's trade secrets, trademarks, patents, copyrights or other proprietary rights

19.0 Non-Discrimination

Tiburon agrees that in performing its tasks under this Agreement, 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.

20.0 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 this Agreement.

21.0 Independent Contractor Status

21.1 In the furnishing of the services provided for herein, Tiburon is acting solely as an independent contractor. Neither Tiburon, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of Client for any purpose. Client shall have no right to control or supervise or direct the manner or method by which Tiburon shall perform its work and functions. However, Client shall retain the right to administer this Agreement so as to verify that Tiburon is performing its obligations in accordance with the terms and conditions thereof.

21.2 This Agreement does not evidence a partnership or joint venture between Tiburon and Client. Tiburon shall have no authority to bind Client absent Client's express written consent. Except to the extent otherwise provided in this Agreement, Tiburon shall bear its own costs and expenses in pursuit thereof.

21.3 Because of its status as an independent contractor, Tiburon and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to Client employees. Tiburon shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, Tiburon shall be solely responsible, indemnify, defend and save Client harmless from all matters relating to employment and tax withholding for and payment of Tiburon's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in Client employment benefits, entitlements, programs and/or funds offered employees of Client whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, Tiburon may be providing services to others unrelated to Client or to this Agreement.

22.0 Assignment

Neither party hereto may assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that Tiburon may assign this Agreement to its successor in connection with a sale of its business without obtaining consent of any party. Subject to the foregoing, each and every

covenant, term, provision and agreement contained in this Agreement shall be binding upon and inure to the benefit of the parties' permitted successors, executors, representatives, administrators and assigns.

23.0 Third Party Beneficiaries

This Agreement 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 this Agreement 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 this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

24.0 Governing Law

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Agreement 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 this Agreement.

25.0 This Section Intentionally Left Blank

26.0 Venue

All legal proceedings brought in connection with this Agreement may only be brought in a state or federal court located in the County of Fresno 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 this Agreement.

27.0 Advice of Counsel

Each party hereto has been afforded the opportunity to consult with counsel of its choice before entering into this Agreement. The parties waive the provisions of California Civil Code Section 1654 such that any ambiguity in this Agreement may not be construed against either party.

28.0 Amendment

No amendment or other modification of this Agreement shall be valid unless pursuant to a written instrument referencing this Agreement signed by duly authorized representatives of each of the parties hereto, subject to the prior approval of Client's governing body.

29.0 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 this Agreement. 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 this Agreement.

30.0 Force Majeure

Neither party will be liable for any failure or delay in the performance of its obligations under this Agreement *(and the failure or delay will not be deemed a default of this Agreement 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; 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 this Agreement 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.

31.0 Severability

If any provision of this Agreement 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 this Agreement, 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 this Agreement shall remain in full force and effect.

32.0 Entire Agreement

This Agreement sets forth the final, complete and exclusive agreement and understanding between Tiburon and the Client relating to the subject matter hereof and supersedes all quotes, proposals understandings, representations, conditions, warranties, covenants, and all other communications between the parties *(oral or written)* relating to the subject matter hereof. Tiburon shall not be bound by any terms or conditions contained in any purchase order or other form provided by the Client in connection with this Agreement and any such terms and conditions shall have no force or effect. No affirmation, representation or warranty relating to the subject matter hereof by any employee, agent or other representative of Tiburon shall bind Tiburon or be enforceable by the Client unless specifically set forth in this Agreement. Neither party shall be bound by any terms or conditions contained in any purchase order, task completion letter or other form provided by the other party in connection with this Agreement and any such terms and conditions shall have no force or effect. No affirmation, representation or warranty relating to the

subject matter hereof by any employee, agent or other representative of Client shall bind Client or be enforceable by Tiburon unless specifically set forth in this Agreement

33.0 Notices

All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one *(1)* business day after being deposited with a reputable overnight air courier service; or (d) three *(3)* business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and other communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

If to Tiburon:
Tiburon, Inc.
6200 Stoneridge Mall Road, Suite 400
Pleasanton, California 94588
Attention: Contracts Administrator
Phone: 925-621-2700
Fax: 925-621-2799

If to the Client:
City of Fresno Fire Department
Attention: Theodore Semonious, Batt. Chief
911 H Street
Fresno, California 93721
Phone: 559-621-4401
Fax: 559-498-4261

34.0 Construction

The paragraph and section headings used in this Agreement or in any exhibit hereto are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein. Any term referencing "business days" shall mean Client business days.

35.0 Counterparts

This Agreement may be signed in two or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document.

36.0 Compliance with Law

In providing the services required under this Agreement, Tiburon shall at all times comply with all applicable laws of the United States (including, but not limited to, the Health Insurance Portability and Accountability Act at 45 U.S.C. Section 1171 et seq.), the State of California and Client, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

37.0 Attorney's Fees

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

38.0 Exhibits

Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement. Capitalized terms used therein shall have the definitions set forth in this Agreement, unless otherwise defined thereon.

37.0 Precedence of Documents

In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

38.0 Cumulative Remedies

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

City of Fresno,
a California municipal corporation

By: Randy R. Bruegman
Randy Bruegman, Fire Chief
Fresno Fire Department

ATTEST:
REBECCA E. KLISCH
City Clerk

By: Cindy Bruer 12/24/08
Deputy

APPROVED AS TO FORM:
JAMES C. SANCHEZ
City Attorney

By: Nancy A. Algier 12/4/08
Nancy A. Algier Date
Senior Deputy

Tiburon, Inc.,
a Virginia corporation

By: Maria Szymanek

Name MARIA SZYMANEK

Title: VP FINANCE
(if corporation or LLC, Board Chair, Pres. or Vice Pres.)

Attest

By: Scott

Name: Scott Carroll

Title: Contracts Specialist
~~(if corporation or LLC, CFO, Treasurer, Secretary or Assistant Secretary)~~

Attachments:

Exhibit 1 – Definitions
Exhibit 2 – Statement of Work
- Attachment A1 – Interface Control Document
- Attachment A1.A – TriTech CAD to FireRECORDS
- Attachment A1.B – Telestaff Interface Configuration Version 2.7.5
- Attachment A2 – Hardware Configuration

Exhibit 3 – Initial Project Schedule
Exhibit 4 – Milestone Payment Schedule
Exhibit 5 – Pricing Summary
Exhibit 6 – Software License Agreement
- Exhibit 1 – Licensed Applications and Authorized Environments

Exhibit 7 – Master Support Agreement
- Exhibit 1 – Definitions
- Exhibit 2 – Covered Applications
- Exhibit 3 – Site, System and Network Specifications
- Exhibit 4 – Back Up Schedule and Procedures
- Exhibit 5 – Warranty & Maintenance Support – Guidelines & Options
- Exhibit 6 – Systems Administration Support Services
- Exhibit 7 – Database Administration (DBA) Services

EXHIBIT 1
To
System Implementation Agreement

DEFINITIONS

This Exhibit is attached to, incorporated into, and forms a part of the System Implementation Agreement, dated 12/16, 2008, between Tiburon and the Client *(herein referred to as the "Agreement")*. Capitalized terms used in the Agreement or any exhibit thereto shall have the definitions set forth herein unless otherwise defined in the Agreement. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

1. **"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.

2. **"Client"** is defined in the preamble to the Agreement.

3. **"Client Confidential Information"** is defined in Section 10.1 of the Agreement.

4. **"Client Representative"** is defined in Section 7.2 of the Agreement.

5. **"Contract Price"** is defined in Section 4 of the Agreement.

6. **"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.

7. **"Dispute"** shall mean, with respect to an unresolved issue or controversy concerning a party's performance under this Agreement, 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.

8. **"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, delivered in accordance with Section 33 of the Agreement.

9. **"Disputing Party"** is defined in Section 11.1 of the Agreement.

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

11. **"Effective Date"** is defined in the preamble to the Agreement.

12. **"Enhancement"** shall mean, with respect to any Tiburon Application, a computer program modification or addition, other than 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

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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.

13. **"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.

14. **"Force Majeure Event"** is defined in Section 30 of the Agreement.

15. **"Initial Project Schedule"** is defined in Section 3.2 of the Agreement.

16. **"Indemnified Matters"** is defined in Section 13 of the Agreement.

17. **"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 Agreement relating to such Tiburon Application.

18. **"Milestone Payments"** is defined in Section 5.1 of the Agreement.

19. **"Milestone Payment Schedule"** is defined in Section 5.1 of the Agreement.

20. **"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.

21. **"Pricing Summary"** is defined in Section 5.1 of the Agreement.

22. **"Project Manager"** is defined in Section 7.1 of the Agreement.

23. **"Project Schedule"** is defined in Section 3.2 of the Agreement.

24. **"Resolution Schedule"** is defined in Section 11.1 of the Agreement.

25. **"Software License Agreement"** shall mean any software license agreement between Tiburon and the Client delivered in accordance with Section 9.2 of the Agreement pursuant to which Tiburon grants a limited license to use any of the Tiburon Applications in accordance with the terms and conditions thereof, as the same may be amended or otherwise modified from time to time by written amendment signed by both parties.

26. **"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.

27. **"Statement of Work"** is defined in Section 2 of the Agreement.

28. **"Support Agreement"** shall mean any support agreement between Tiburon and the Client delivered in accordance with Section 17.2 of the Agreement pursuant to which Tiburon provides extended support for any of the Tiburon Applications in accordance with the terms and conditions thereof, as the same may be amended or otherwise modified from time to time by written amendment signed by both parties.

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29. **"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 Agreement, 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.

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

31. **"Third-Party Software"** is defined in Section 9.3 of the Agreement.

32. **"Tiburon"** is defined in the preamble to the Agreement.

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

34. **"Tiburon Confidential Information"** is defined in Section 10.2 of the Agreement.

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EXHIBIT 2
To
System Implementation Agreement

STATEMENT OF WORK

This Exhibit is attached to, incorporated into and forms part of the System Implementation Agreement, dated _____, 20__, between the Client and Tiburon *(herein referred to as the "Agreement")*. Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

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City of Fresno Fire Department

Statement of Work (SOW)

For

Tiburon FireRECORDS System

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INTRODUCTION

This Statement of Work (SOW) defines the principle activities and responsibilities of the Fresno Fire Department on behalf of the City of Fresno (Client) and Tiburon, Inc., (Tiburon) for the implementation of the FireRECORDS Tiburon Application (the "Project") defined below.

The FireRECORDS Tiburon Application described below will be deployed in a Windows™ environment.

Statement of Work tasks may not always start and complete in a sequential manner, but may overlap. The completion and acceptance of any task is not contingent upon the completion of a previously defined task unless specifically identified.

The FireRECORDS Application Version 2.7 to be deployed in accordance with this Statement of Work includes:

- National Fire Incident Reporting System (NFIRS) 5.0 Reporting
- Personnel Management
- Personnel Roster
- Day View / Log View (Day Book)
- Standard Reports (Report Manager)
- Training Management (provides only minimal scheduling services)
- Prevention Management(including Occupancies, Inspections and HazMat)
- Hydrant Management
- Asset Management

Third party CAD interface (assumes use of Tiburon API)
Third party Telestaff interface

PROJECT MANAGEMENT COMMITMENT

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, coordinate and facilitate 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 by Client.

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

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. Those reports shall be delivered 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 appropriate Client staff, and third-party (vendors and/or agencies) support, so as not to impede Project progress and completion in accordance with the Project Schedule.

c. Participate in status meetings with Tiburon Project Manager.

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

e. Provide Tiburon (Cisco) VPN remote access including 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 Tiburon implementation. In addition, Tiburon requires the ability to dynamically upload/download files to the server(s) without third-party intervention.

f. Make available workspace at the Client's Project site for Tiburon's Project Manager. This space should include a desk and chair and electrical connections.

g. Locate telephones at the workspace 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. The objectives of this onsite meeting are:

- Client and Tiburon personnel introductions;
- Review Project described in this Statement of Work;
- Review Client and Tiburon roles and responsibilities;
- Establish a clear chain of communication and authority;
- Review Initial Project Schedule; and
- Review the process, agenda, and the resource and scheduling requirements

Tiburon Responsibilities:

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

b. Conduct the Project Initiation Meeting.

c. Deliver (1) one electronic complete set of baseline specification documents for the FireRECORDS Tiburon application listed above.

Client Responsibilities:

a. Coordinate with Tiburon Project Manager to establish a schedule and agenda.

b. Assign appropriate Client personnel to attend and participate.

Completion Criteria:

This task is considered complete when:

- Project Initiation Meeting has been held; and
- Baseline specification documentation for the FireRECORDS Tiburon Application has been delivered.

Task completion is subject to the Client's signature on the task completion letter presented by Tiburon upon completion of all Completion Criteria above.

TASK 2 BUSINESS PRACTICE REVIEW

Task Description:

The Business Practice Review is a process of evaluating the Client's existing business practices in conjunction with FireRECORDS Tiburon Application functionality. Client and Tiburon will meet (for a maximum of two (2) business days) to review the baseline specification documentation for the FireRECORDS Application. Key objectives of this meeting are to promote understanding of system functionality and identify product configuration requirements. This process will enable the Client to identify any existing operating policies and/or procedures that may be modified to accommodate FireRECORDS Tiburon Application functionality.

Tiburon Responsibilities:

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

b. Document and deliver the baseline Application Configuration Document. This document contains tables of configuration information (in Excel workbook format) that will be used later (during Application Code Table Training and afterwards) by the Client to enter the information. The BPR will explain the use of this document.

Client Responsibilities:

a. Require participation of appropriate Client staff with operational, policy, and procedure expertise, and decision-making authority, to analyze business practices in relation to the functionality of the FireRECORDS Tiburon Application.

b. Provide pertinent information, data, records, and documents, and make configuration decisions for the FireRECORDS Tiburon Application.

c. Provide specifications and definitions for all interfaces to be delivered.

d. Provide Tiburon all necessary information pertaining to the interfaces.

Completion Criteria:

This task will be complete when the Tiburon has provided the BPR and delivered the baseline Application Configuration Document, and is subject to the Client's signature on the task completion letter presented by Tiburon. Task completion is required before Tiburon will proceed with any further project work.

TASK 3 FINALIZE HARDWARE REQUIREMENTS

Task Description:

Tiburon and the Client will validate the system hardware configuration list in **Attachment A2**. This list will be utilized by the Client for procuring the system hardware and third party software components. All such items shall be procured to support the Project Schedule.

Tiburon Responsibilities:

a. Provide final list of all hardware, third party software, and third party services required for this project to the Client.

Client Responsibilities:

a. Provide, upon request, 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. Procure equipment.

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

d. Install Hardware

Completion Criteria:

This task is complete when Tiburon has provided the final hardware configuration document, and is subject to the Client's signature on the task completion letter presented by Tiburon. Procurement and installation of the hardware/software is not required for task completion.

TASK 4 PROJECT SCHEDULE

Task Description:

Develop the Project Schedule and define the inter-dependencies among tasks. Delays in completion of Client tasks may result in additional cost to the Client.

Tiburon Responsibilities:

a. Work with Client to develop the Project Schedule.

b. Deliver the Project Schedule document for Client review and approval.

Client Responsibilities:

a. Work with Tiburon to develop the Project Schedule.

b. Review and accept the Project Schedule.

Completion Criteria:

This task is complete upon Client's written acceptance of the Project Schedule and is subject to the Client's signature on the task completion letter presented by Tiburon.

TASK 5 SOFTWARE INSTALLATION

Task Description:

Install System software required on servers to support software configuration and demonstration of the FireRECORDS Application and interfaces.

Tiburon Responsibilities:

a. Install primary FireRECORDS software and configure databases.

b. Provide documentation to the Client on how to install the FireRECORDS client on workstations.

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 configuring, initial interface development, and testing activities.

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

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

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

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

f. Provide TCP/IP communications support for any existing networks, workstations, and printers that access the FireRECORDS Application.

g. Install and test all remote workstations and communications equipment and install the FireRECORDS client on all workstations.

Completion Criteria:

This task is complete when the system installation is completed, and is subject to the Client's signature on the task completion letter presented by Tiburon.

TASK 6 APPLICATION SYSTEM ADMINISTRATION AND CODE TABLE TRAINING

Task Description:

Tiburon will provide a sample set of test/training files and deliver production data tables. Tiburon will train the 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 PST.

Tiburon and the Client work to define and implement the configuration of the core features of the application. Core features implemented during this phase include:

• Department Profile • Personnel Information • Non-Incident Department Codes • Apparatus and Assets Information • NFIRS • EMS Reporting • Incident Related Department Codes • Application Portal • Day View / Log View (Station Log)	• Roster • System Security to assist Client in being HIPAA compliant • Occupancies and Inspections • Training Management • Premise Information • Haz Mat • Hydrants

Tiburon will also provide System Administration training during this period to include:

- Software installation
- Client installation
- Updates
- Trouble shooting and technical support
- Backup and recovery procedures

Application System Administration and Code Table Training

Administration/Support Training Sessions	Session Duration (Hours)	Maximum Participants	Number of Sessions
Code Table Configuration	8	6	1
Application System Administration Training* (not priced)	8	4	1

Tiburon Responsibilities:

a. Provide a sample set of test/training files.

b. Provide one (1) print-ready master copy and one (1) CD-ROM for all training materials for this task no less than ten (10) days prior to training.

c. Conduct Application Configuration Document (Excel Workbooks) review on site at the Client location for one day. Provide Client with recommendation of any changes noted.

d. Receive Client-updated Application Configuration Document and import data into the Training Database.

Client Responsibilities:

a. Designate appropriate Client staff to receive training.

b. Provide a single classroom facility that will accommodate all students. The classroom facility must include a computer projector, and computer workstation for the instructor, and a computer workstation with the FireRECORDS client installed for each Client participant.

c. Provide one paper copy of the training materials for each student.

Completion Criteria:

This task is complete when the training courses described above have been conducted and is subject to the Client's signature on the task completion letter presented by Tiburon.

TASK 7 APPLICATION SOFTWARE CONFIGURATION

The FireRECORDS Tiburon Application software will be configured in accordance with the Application Configuration Document (Excel workbook files), once completed and submitted by the Client.

Tiburon Responsibilities:

a. Configure FireRECORDS Tiburon Application software in accordance with the Application Configuration Document provided by the Client.

Client Responsibilities:

a. Respond to all questions that arise during system configuration within ten (10) business days to avoid impacting overall Project Schedule; provided that the question(s) can reasonably be answered within such time frame.

Completion Criteria:

This task is complete when Tiburon certifies the FireRECORDS Tiburon Application is configured, and is subject to the Client's signature on the task completion letter presented by Tiburon.

TASK 8 SYSTEM INTERFACES DEMONSTRATION

Task Description:

Install, test and demonstrate the following interfaces as defined in **Attachment A1** Interface Control Document, attached and incorporated herein by reference.

a. TriTech CAD to FireRECORDS (Assumes Tiburon API) (Attachment A1.A attached and incorporated herein by reference)
b. Telestaff Interface Configuration Version 2.7.5 (Attachment A1.B attached and incorporated herein by reference)

Tiburon Responsibilities:

a. Test interface to demonstrate conformance with the Interface Requirement Specification and Interface Configuration Document.
b. Demonstrate interface(s) to Client.

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 these interfaces.
c. Provide Tiburon with the physical connections for each interface, to enable Tiburon to test the functionality of each interface in an appropriate environment.
d. If the interface(s) are currently in operation, it is the Client's responsibility to disconnect each of the interfaces from the operational environment to facilitate interface testing.
e. Document all discrepancies.

Completion Criteria:

This task is complete upon demonstration of CAD transferring appropriate data to FireRECORDS, and demonstration of Telestaff transferring appropriate data to FireRECORDS and is subject to Client's signature on the task completion letter presented by Tiburon.

If Third Party is not ready for a reason not the fault of Tiburon, this Task will be completed by Tiburon demonstrating Tiburon's portion of the interface only and is subject to the Client's signature on the task completion letter presented by Tiburon.

TASK 9 APPLICATION SOFTWARE FUNCTIONAL DEMONSTRATION

Task Description:

Tiburon will demonstrate FireRECORDS Tiburon Application software functionality in accordance with the Application Configuration Document and baseline documentation.

Tiburon Responsibilities:

a. Conduct a four (4) hour functional demonstration of the FireRECORDS Tiburon Application at the Client facility.

Client Responsibilities:

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

b. Witness the functional demonstration(s).

c. Ensure workstations running FireRECORDS Tiburon Application are located at each workspace and have access to the following:

- Client's System
- MS Office
- Print Services
- Internet

Completion Criteria:

This task is complete when FireRECORDS Tiburon Application software functions have been demonstrated to operate in accordance with the Application Configuration Document, and is subject to the Client's signature on the task completion letter presented by Tiburon. Minor deficiencies will not prevent the completion of this task.

TASK 10 FIRE RECORDS 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 PST. Each class day is up to 8 hours.

Train-the-Trainer Training on FireRECORDS will not commence until Application Software Functional Demonstration task is complete. Tiburon will provide Application Training to include:

• NFIRS • Personnel Management • Personnel Roster • Day Book • Report Manager	• Training Management • Prevention Management • Hydrant Management • Asset Management

FireRECORDS Application Training Sessions	Session Duration DAYS	Maximum Participants per Session	Number of Sessions
Application Train-the-Trainer	4	10	1
SQL Reporting Training	2	4	1
Follow-Up Training	2	10	1

Tiburon Responsibilities:

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

a. Provide one (1) print-ready master copy, and one (1) CD-ROM, for the training materials no less than ten (10) days prior to training.

Client Responsibilities:

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

a. Complete final input (or changes) of agency-specific data (i.e., code tables and parameters).

b. Assign personnel with basic Windows software skills to receive training. 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 a computer workstation for the instructor. The room must be able to be darkened and include a projector as well as a whiteboard or equivalent.

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

e. Provide end user training for all remaining Client personnel in accordance with the Project Schedule.

Completion Criteria:

This task is complete when Tiburon has presented all the scheduled training and is subject to the Client's signature on the task completion letter prepared by Tiburon.

TASK 11 CUTOVER

Task Description:

Tiburon will assist the Client in placing the FireRECORDS Tiburon Application in operational status, and support the Client with onsite staff for up to two consecutive days, not to exceed 8 hours per day. Technical staff will provide remote support.

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

System maintenance will begin when Tiburon's staff has left the Client site following cutover. Maintenance invoice will be issued upon completion and payment is due within thirty days of Client's receipt of invoice.

Tiburon Responsibilities:

a. Notify the Client when the FireRECORDS Tiburon Application is ready for live production status.

b. Monitor the operation of the FireRECORDS Tiburon Application for up to two (2) consecutive days. If 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 in utilizing and supporting the system(s).

d. Assist the Client is entering Technical Support Requests (TSRs) and use of the Tiburon Client Technical Support System (TCS) and Client Support Center (CSC)/

e. Complete the attachments to the Master Support Agreement (Exhibit 7 to the System Implementation Agreement) and deliver to client for signature.

f. Complete the attachments to the Software License Agreement (Exhibit 6 to the System Implementation Agreement) and deliver to client for signature.

g. Begin Maintenance on day of Cutover and issue invoice for Maintenance.

Client Responsibilities:

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

b. Sign and date the Client approved Master Support Agreement included in the original contract, with the new attachments.

c. Sign and date the Client approved Software License Agreement included in the original contract, with the new attachments.

Completion Criteria:

This task is complete when the FireRECORDS Tiburon Application is placed in live production operation and is subject to the Client's signature on the task completion letter prepared by Tiburon, and Client's receipt of executed attachments for the MSA and SLA. Client signature on MSA and SLA is not necessary for completion of this task.

ATTACHMENT A1 INTERFACE CONTROL DOCUMENT

A. TRITECH CAD TO FIRERECORDS INTERFACE

Interface Name	TriTech CAD to FireRECORDS
Interface Summary	The TriTech CAD to FireRECORDS data transfer is utilized to transfer incident and unit data. The transfer may utilize what is customarily known as the FireRECORDS CAD Web Service Adapter, the FireRECORDS SQL Adapter, or the FireRECORDS File Adapter. This process does not query the CAD system directly and relies upon the CAD system to deposit information in a location and format suitable to the selected adapter.
Tiburon System Interface	Customary FireRECORDS CAD Services interface software the FireRECORDS CAD Web Service Adapter, the FireRECORDS SQL Adapter, or the FireRECORDS File Adapter.
External System Interface	CAD system must place data utilizing a method appropriate for the chosen adapter: • FireRECORDS CAD Web Service Adapter – to a web service using a FireRECORDS xml schema • FireRECORDS SQL Adapter – into SQL tables of a specified FireRECORDS schema • FireRECORDS File Adapter – into a fixed length file within a locally shared folder, which the file adapter is configured to poll.
Protocols	CAD system must place data utilizing a method appropriate for the chosen adapter: • FireRECORDS CAD Web Service Adapter – Http • FireRECORDS SQL Adapter – Any capable of connection and interaction with sql database tables. • FireRECORDS File Adapter - Any capable of file placement/transfer.
Tiburon Hardware Interface	No special hardware is required other than a network connection to the TriTech CAD system and a network connection to the Fire RECORDS System.
Tiburon Tasks	Provide XSD for web service adapter if chosen method. Provide sample SQL table if SQL Adapter is chosen method. Install chosen adapter, and FireRECORDS Message Processor. Configure and test Adapter and message processor for proper receipt and handling of messages from CAD.
Client Tasks	Provide choice of adapter. If using File Adapter provide format to be utilized in Flat File.
Comments	Determination of when the data is transferred and the state of the incident when transferred is determined in the CAD system not the FireRECORDS interface.

B. TELESTAFF INTERFACE CONFIGURATION VERSION 2.7.5

ATTACHMENT A2 HARDWARE CONFIGURATION

FireRECORDS generally requires three servers. One each to perform the following functions.

- Database Server
- Application and Microsoft Internet Information Services Server
- Communications/Interface Server

System requirements for the database server supporting FireRECORDS are:

Typical Server Model	Dell PowerEdge 2950 III, HP ProLiant DL380-G5 or similar
Processor	Intel Xeon Quad Core processor at 2GHz or faster with 4MB cache or more and 1066MHz Front Side Bus or faster
Operating System	Microsoft Windows 2003 Server Standard Edition with Microsoft Internet Information Services installed. Can optionally use 64-bit version.
Database System	Microsoft SQL Server 2005 with SQL Server Analysis and Reporting Services installed. If using 64-bit version of the Operating System use the 64-bit version of SQL Server.
Memory	4GB is the minimum memory recommended for systems supporting more than 7 stations and/or more than 20 workstations. 2GB is the minimum supported. If using more than 4GB use the x64 edition of Windows Server 2003 Standard.
Storage	Dual channel RAID controller (suitable Host Bus Adapters if an optional external storage array or Storage Area Network (SAN) is deployed)
Hard Disk	• Two 72GB configured as a RAID1 array for O.S. and database software • Four 72GB configured as a RAID5 array for the database. • Two 146GB drives configured as a RAID 0 set for disk-to-disk database backup. As an option external storage or a Storage Area Network can be used.
Optical Drive	CD-ROM or DVD drive
Video	VGA (800 x 600 pixels) or higher resolution video adapter and display (or combine control of servers through an optional multi-port KVM switch)
Peripherals/Backup	Keyboard and Microsoft mouse or compatible pointing device (or combine control of servers through an optional multi-port KVM switch) Tape Backup device or Enterprise Backup Solution with appropriate software. In general, Tiburon uses Symantec Backup Exec products,

	but will work with each client if there is another preference.
Networking	Network adapter appropriate for connecting to the Client's Ethernet-based local-area network infrastructure; 100 megabits per second (Mbps) or faster connection recommended; TCP/IP protocols enabled. Teamed adapters optional.
Other Components	.NET framework or Microsoft .NET Enterprise installed. Winzip, Symantec pcAnywhere Host and Remote

System requirements for the server operating the FireRECORDS application and IIS are:

Typical Server Model	Dell PowerEdge 1950 III, HP ProLiant DL360-G5 or similar
Processor	Intel Xeon Quad Core processor at 2GHz or faster with 4MB cache or more and 1066MHz Front Side Bus or faster
Operating System	Microsoft Windows 2003 Server Standard Edition (32 bit) with Microsoft Internet Information Services and Microsoft Message Queuing (MSMQ) installed; a sufficient quantity of Client Access Licenses (CALs) to support server access by all client devices or a processor license.
Memory	2 gigabyte (GB) of RAM or more
Storage	RAID controller
Hard Disk	Two 72GB SAS Hard Disk Drives configured as a RAID1 array
Optical Drive	CD-ROM or DVD drive
Video	VGA (800 x 600 pixels) or higher resolution video adapter and display (or combine control of servers through an optional multi-port KVM switch)
Peripherals/Backup	Keyboard and Microsoft mouse or compatible pointing device (or combine control of servers through an optional multi-port KVM switch In general, Tiburon uses Symantec Backup Exec remote agent to support backup of this server across the network, but will work with each client if there is another preference.
Networking	Network adapter appropriate for connecting to the Client's Ethernet-based local-area network infrastructure; 100 megabits per second (Mbps) or faster connection recommended; TCP/IP protocols enabled. Teamed adapters optional.
Other Components	.NET framework or Microsoft .NET Enterprise installed

System requirements for the server operating the FireRECORDS communication and interface server are:

Typical Server Model	Dell PowerEdge R200, HP ProLiant DL140 or similar
Processor	Intel P4 processor at 2.33GHz or faster, 800MHz Front Side Bus or

	faster. Optional Core 2 Duo processor at 1.86GHz or faster.
Operating System	Microsoft Windows 2003 Server Standard Edition (32 bit) with Microsoft Internet Information Services and Microsoft Message Queuing (MSMQ) installed.
Memory	1 gigabyte (GB) of RAM (minimum supported) or higher (2 GB recommended)
Storage	RAID controller
Hard Disk	Two 72GB Hard Disk Drives configured as a RAID1 array (SATA, SCSI or SAS)
Drive	CD-ROM or DVD drive
Video	VGA (800 x 600 pixels) or higher resolution video adapter and display (or combine control of servers through an optional multi-port KVM switch)
Peripherals/Backup	Keyboard and Microsoft mouse or compatible pointing device (or combine control of servers through an optional multi-port KVM switch In general, Tiburon uses Symantec Backup Exec remote agent to support backup of this server across the network, but will work with each client if there is another preference.
Networking	Network adapter appropriate for connecting to the Client's Ethernet-based local-area network infrastructure; 100 megabits per second (Mbps) or faster connection recommended; TCP/IP protocols enabled. Teamed adapters optional.
Other Components	.NET framework or Microsoft .NET Enterprise installed

Attachment A1 - Interface Control Document
Tiburon and City of Fresno Statement of Work
System Implementation Agreement

Attachment A1.B – Telestaff Interface Configuration Version 2.7.5

Tiburon® ■ FireRECORDS

TELESTAFF INTERFACE CONFIGURATION

Version 2.7.5

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Publication History:

Publication	Version	Date
FireRECORDS		
TeleStaff Interface Configuration	2.7	February 21, 2006
TeleStaff Interface Configuration	2.7.5	April 2, 2008
This document was printed on		**September 24, 2008**

DISCLAIMER:

Example application screens, forms, and/or reports contained in this document are representative of the typical, or standard, forms distributed with the product. The actual screens, forms, and/or reports in use in any particular installation may look substantially different than the samples contained in this document, due to customization and tailoring of those items.

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1. TeleStaff Interface

This guide will help you install and maintain the FireRECORDS TeleStaff Interface. It will give you recommendations and requirements about the configuration and setup of the FireRECORDS TeleStaff Interface and PDSI TeleStaff to work with the FireRECORDS RMS application. The systems must be precisely configured to work together. Improper configuration will cause failure of the information transfer.

1.1 Transfer Process Overview

Tiburon has designed the FireRECORDS TeleStaff Interface to work with PDSI TeleStaff 2.0 and greater. The system is currently not compatible with older versions of PDSI TeleStaff. The interface uses the Gateway Manager supplied by PDSI, utilizing the *pitcher* and the *catcher* to export TeleStaff information into an XML file. The FireRECORDS TeleStaff Interface consists of two windows services to capture and process the XML files produced by the catcher. The two services are the FireRECORDS TeleStaff Processor and the FireRECORDS TeleStaff Poller.

PDSI's Gateway Manager captures data from TeleStaff whenever a Roster change is made, at a specified time interval, for a specified date range (set in the pitcher configuration). It then writes this data to a specified XML file, in a specified directory (set in the catcher configuration).

The two-FireRECORDS services each perform a unique function. The Poller captures XML files on the hard disk and places them into a Microsoft Message Queue (MSMQ), for processing. The Poller captures files from the directory, at a specified time interval set by the system administrator. The Processor monitors the MSMQ, processes the XML messages, and places the information into the database. If the Processor returns an error, then the XML message is placed into a recovery queue and an error message is written to the system event log.

The two-FireRECORDS services are both configured by their configuration files, which are files in located in the directory with their executables.

1.2 Requirements

There are some requirements for both the FireRECORDS TeleStaff Interface and configuration of your TeleStaff application and Gateway Manager to work properly with the FireRECORDS TeleStaff Interface.

FireRECORDS TeleStaff Interface Requirements

- Microsoft Message Queue (MSMQ)
- .NET Framework v1.1.4322 or later
- SQL or Windows Authentication access to the FireRECORDS database server
- Run as a user which is allowed to run as a Windows Service
- Microsoft Data Access Components (MDAC) 2.6 or later
- FireRECORDS database version of 1.000.229 or later

PDSI TeleStaff and Gateway Manager Requirements

- TeleStaff version 2.0 or later
- Gateway Manager version 2.0 or later

2. Installing the Interface

This section will walk you through installation of the FireRECORDS TeleStaff Interface.

2.1 Interface Services

The FireRECORDS TeleStaff Interface can be placed on any computer that has access to the SQL Server that contains the FireRECORDS database. Tiburon normally recommends installation of the interface on the Application server, in normal server configuration, but it is very flexible and can be installed on any machine that meets the requirements.

The FireRECORDS TeleStaff Interface consists of two separate windows services, which need to be installed separately and each configured. The two services are the FireRECORDS TeleStaff Processor, and the FireRECORDS TeleStaff Poller.

By utilizing the Application server for these processes, it allows the FireRECORDS application to distribute its processing across several computers. Creating an NFIRS Incident Export is a good example of this type of process, and should be run on the application server because it may take longer than normal processing time. Therefore, a user can continue using the application while the export is being created.

Here are the steps for installing the FireRECORDS TeleStaff Poller:

1. Unzip the contents of the TeleStaff Poller.zip from CompuDyne, into a directory. *e.g.* **C:\tspoller**
2. Make sure all of the files in the zip file are extracted into that one directory.
3. Go to Windows **Start > Run,** and start a command prompt by typing in **cmd**.
4. Register the FireRECORDS TeleStaff Poller Windows Service in the registry by typing in the following command:

   C:\WINDOWS\Microsoft.NET\Framework\v1.1.4322\InstallUtil.exe c:\tspoller\TSPollerService.exe

5. Make sure the paths to the InstallUtil.exe and TSPollerService.exe are correct.
6. You will need to edit the *TSPoller.exe.config* with the proper settings (see the Configuration section).

Here are the steps for installing the FireRECORDS TeleStaff Processor:

1. Unzip the contents of the TeleStaff Processor.zip from CompuDyne, into a directory. *e.g.* **C:\tsprocessor**
2. Make sure all of the files in the zip file are extracted into that one directory.
3. Go to Windows **Start > Run,** and start a command prompt by typing in **cmd**.
4. Register the FireRECORDS TeleStaff Processor Windows Service in the registry by typing in command:

   C:\WINDOWS\Microsoft.NET\Framework\v1.1.4322\InstallUtil.exe c:\tsprocessor\TSService.exe

5. Make sure the paths to the InstallUtil.exe and TSService.exe are correct.
6. You will need to edit the *TSService.exe.config* with the proper settings (see the Configuration Section).

2.2 MESSAGE QUEUES

You must manually create the private message queues, which both of the windows services use, before you first start the services. Use the Microsoft Management Console (MMC) to create them.

Open the Windows Control Panel and click Administrative Tools. Double click Computer Management. Expand the Services and Applications section, and then expand both the Message Queuing and the Private Queues.

There will be a list of Private MSMQ on the machine--make sure the queues are not already created. Right-click MSMQ, click **New** and create a queue called **telestaffFireRECORDS.** Check the **Transactional Queue** option. You then need to create one more queue called **recoverytelestaffFireRECORDS**, but this queue does not need to be transactional.

This should complete the installation of the FireRECORDS TeleStaff interface. Make sure both the FireRECORDS RMS database and the PDSI TeleStaff databases are configured correctly before starting the interface.

3. Configuration

The following files must be configured exactly to run the interface:

- Database
- Telestaff Interface Configuration Files
  - Telestaff Poller
  - Telestaff Processor
- PDSI Gateway Manager
  - Pitcher
  - Catcher

3.1 Database Configuration

The codes that are used in both the TeleStaff database and the FireRECORDS database must be configured identically. Here is a summary of the applicable codes:

- All personnel must be entered in both systems. This is determined by the Personnel ID. If a person is entered into TeleStaff and not into FireRECORDS, the interface will not import any data for that person at all until this is fixed. When this error occurs, an error event is written to the event log.
- Station codes must be set up the same in both systems. The system will not function if they are configured as 1, 2, etc. in TeleStaff, but as ST1, ST2, etc. in FireRECORDS.
- The TeleStaff Organization must be the same as the FireRECORDS Department Setup. For example, if TeleStaff uses District codes (D1, D2, etc), but these are Battalions in FireRECORDS (B1, B2, etc.), the system will not function correctly. Again, the codes must be configured to be the same in both systems.
- Units must be configured the same in both systems. For example, if Engine 4 is E-4 in TeleStaff, it cannot be E4 in FireRECORDS.
- TeleStaff Work Status codes must be configured the same as the FireRECORDS Pay codes.
- TeleStaff Job Title codes must be configured the same as the FireRECORDS Job Role codes.

The codes that are exported from TeleStaff correspond to their Abbreviation in the TeleStaff system.

3.2 TeleStaff Interface Configuration Files

The two configuration files for the two windows services are simple XML files. You will only need to modify one or two settings in each file. You can go into a simple text editor such as Notepad to make the necessary changes.

3.2.1 TeleStaff Poller

There are three settings that are available in the configuration file for the FireRECORDS TeleStaff Poller. They are listed and explained here.

- **interval** - the time, in milliseconds that determines how long the Poller will wait between polling the directory for XML files.
- **tsdirectory** - the absolute directory where the PDSI Gateway Manager catcher will place the generated files. No trailing backslash is required.

- **tsfilename** - if you are using a static filename with the catcher, and it only looks for an XML file with this filename. If you have set up your pitcher to pitch Rosters for a multiple date range, then you cannot use a specific filename (see the TeleStaff Configuration section for an explanation).

3.2.2 TELESTAFF PROCESSOR

There is only one setting that is required--the configuration file for the FireRECORDS TeleStaff Processor.

- **ConnectionString** - a SQL server connection string to connect to the SQL database where the FireRECORDS RMS database is located.

3.3 PDSI GATEWAY MANAGER CONFIGURATION

The Gateway Manager is capable of exporting four Message Types for Roster, and all four are supported by the FireRECORDS TeleStaff Interface: ROSF1, ROS02, ROS03 and ROS04. The last Message Type contains the most information. See your Gateway Manager documentation for details of the Message Types and also for the basics of how to configure your pitcher and catcher. This document will simply point out what is required for correct operation with the FireRECORDS TeleStaff Interface.

The Gateway Manager is a PDSI application--configuration and support for the application should come from PDSI. The FireRECORDS interface does **not** go get information, but passively listens for whatever data the PDSI gateway sends it. The configuration information for this is provided as a matter of convenience. Furthermore, if the Gateway crashes or stops running, all of the support to correct the issue is the responsibility of PDSI.

3.3.1 PITCHER

- Set the **Polling Frequency** (in minutes) to correspond with the FireRECORDS TeleStaff Poller's interval (which is in milliseconds).
- Be sure that **Request Reply** and **Use GUID for ID** are both checked.
- Set the **From Date** and **Thru Date**. A single day can be polled (*e.g.* TODAY for both **From Date** and **Thru Date**) or a date range can be used (*e.g.* A **From Date** of TODAY, and a **Thru Date** of TODAY+6days checks for a week's worth of Roster changes).
- Be sure that **(Re)Send changed** is set to True.

3.3.2 CATCHER

- Set the **Export directory** to correspond to the FireRECORDS TeleStaff Poller's **tsdirectory.**
- **File Name** should generally be left blank. When this occurs, the files that the catcher writes will have the file names, yyyy-mm-dd.xml. This is good if you are pitching a date range. If you choose to enter a **File Name**, the FireRECORDS TeleStaff Poller will correctly handle it, however you must be aware that this single file name will be overwritten for each day that is pitched, so that if you are pitching a date range, you will only end up with the final day's information in the file. (This corresponds with the FireRECORDS TeleStaff Poller's **tsfilename**.)
- **File Type** should be set to XML.
- Set **Overwrite existing file** to True.

4. Starting the Interface

Use the Microsoft Management Console (MMC) included with the Windows OS to start the windows services.

Open the Control Panel, and then Administrative Tools. Double click Computer Management, and expand the Services and Applications section. You should see a list of service names. Select the FireRECORDS TeleStaff Processor and the FireRECORDS TeleStaff Poller, and start both of these services.

Select each of the services one at a time, and right click and select **Start**. That is all there is to starting the FireRECORDS TeleStaff interface.

5. Stopping the Interface

Use the Microsoft Management Console (MMC) included with the Windows OS to stop the windows services.

Open the Control Panel, and then Administrative Tools. Double click Computer Management, and expand the Services and Applications section. You should see a list of service names, and you will need to select the FireRECORDS TeleStaff Processor and the FireRECORDS TeleStaff Poller, and stop both of these services.

Select each of the services one at a time, and right-click and select **Stop**. That is all there is to stopping the FireRECORDS TeleStaff interface.

6. Re-sending Roster Data

You will need to resend the Roster Data from the TeleStaff interface.

7. Installing Message Queuing (MSMQ)

Message queuing (also known as MSMQ) is a messaging infrastructure and environment for running distributed, loosely coupled, messaging applications. It is also used for the FireRECORDS CAD Services, and the Batch Processor Services. Message Queuing applications running on source computers send messages to queues, where they are temporarily stored, and applications running on target computers retrieve messages from queues. Such applications can communicate across heterogeneous networks and with computers that may be offline temporarily. Message Queuing is administered in several MMC snap-ins.

Message Queuing is not installed by default during Windows Setup.

Here are steps to install message queuing with independent client functionality.

1. Open Add or Remove Programs in Control Panel.
2. Click **Add/Remove Windows Components**.
3. In the Windows Components Wizard, select the **Message Queuing** check box.
4. If you want to change the default set of optional subcomponents that will be installed, click **Details**, and then do the following:
   - If the computer belongs to a domain and you want it to operate in workgroup mode, clear the **Active Directory Integration** check box.
   - If you do not want to install Message Queuing Triggers, clear the **Triggers** check box.
   - If you intend to send messages by HTTP transport, select the **MSMQ HTTP Support** check box.

Notes:

- To open Add or Remove Programs, click **Start**, point to **Settings**, click **Control Panel**, and then double-click **Add or Remove Programs**.
- The Active Directory Users and Computers snap-in is not available in Windows XP Home Edition.
- To open Computer Management after Message Queuing has been installed, right-click **My Computer**, and then click **Manage**.

8. Installing .NET Framework

Applications and controls written for the .NET Framework require the .NET Framework to be installed on the computer where the application or control runs. The .NET Framework redistributable package is available as a stand-alone executable file, `Dotnetfx.exe`.

8.1 Source

To obtain the .NET Framework Redistributable Package

Download Dotnetfx.exe at:

http://msdn.microsoft.com/library/default.asp?url=/downloads/list/netdevframework.asp

or from the Microsoft® Windows® Update Web site.

Alternatively, you can use the .NET Framework version 1.1 Redistributable Package, which includes everything you need to run applications developed using the .NET Framework at:

http://www.microsoft.com/downloads/details.aspx?FamilyId=262D25E3-F589-4842-8157-034D1E7CF3A3&displaylang=en

9. Installing MDAC

The Microsoft Data Access Components (MDAC) is a standard database interface for Windows. MDAC is already included as part of Windows 98, Windows 2000, Windows ME, and Windows XP. (Some early Windows 98 OEM systems shipped without MDAC.).

MDAC is also already installed on your system if you have Internet Explorer 5.0 (or higher) or Microsoft Office.

MDAC is FREE and is fully supported by Microsoft on all versions of Windows.

Launch the installation executable at http://support.microsoft.com/default.aspx?scid=kb;en-us;215943 and follow the instructions, choosing the default installation.

10. Sample Configuration Files

The following are sample scripts for TeleStaff files.

10.1 Sample Configuration File for TeleStaff Processor

```
<?xml version=1.0 standalone=yes?>
<configuration>
  <appSettings>
    <add                                                    key=ConnectionString
value=server=(local);database=LesFireRECORDS;uid=sa;pwd= />
  </appSettings>
</configuration>
```

10.2 Sample Configuration for TeleStaff Poller

```
<?xml version=1.0 encoding=utf-8 ?>
<configuration>
      <appSettings>
            <add key=interval value=300000 />
            <!-- <add key=tsfilename value= /> -->
            <add key=tsdirectory value=c:\\temp />
      </appSettings>
  </configuration>
```

EXHIBIT 3
To
System Implementation Agreement

INITIAL PROJECT SCHEDULE

This Exhibit is attached to, incorporated into and forms part of the System Implementation Agreement, dated _____, 20__, between the Client and Tiburon *(herein referred to as the "Agreement")*. Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

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ID		Task Name	Duration	Start	Finish	Predecessors	Resource Names
1							
2		**PROJECT MANAGEMENT AND PROJECT DURATION**	**120 days**	**Fri 6/27/08**	**Thu 12/11/08**		
3		Contract Signature	1 day	Fri 6/27/08	Fri 6/27/08		
4		**TASK 1 – PROJECT INITIATION MEETING**	**12 days**	**Wed 7/9/08**	**Thu 7/24/08**		
5		Project Kickoff	1 day	Wed 7/9/08	Wed 7/9/08	3FS+7 days	
6		Deliver Baseline Documentation	10 days	Thu 7/10/08	Wed 7/23/08	5	
7		Client sign off on Task 1	1 day	Thu 7/24/08	Thu 7/24/08	6	
8		**TASK 2 – BUSINESS PRACTICE REVIEW**	**4 days**	**Thu 7/24/08**	**Tue 7/29/08**		
9		Deliver BPR Agenda	1 day	Thu 7/24/08	Thu 7/24/08	6	
10		Business Practice Review	2 days	Fri 7/25/08	Mon 7/28/08	9	
11		Provide Application Configuration Document	1 day	Mon 7/28/08	Mon 7/28/08	10FF	
12		Client sign off on BPR	1 day	Tue 7/29/08	Tue 7/29/08	11	
13		**TASK 3 – HARDWARE REQUIREMENTS**	**21 days**	**Fri 7/25/08**	**Fri 8/22/08**		
14		Review/validate hardware list	1 day	Fri 7/25/08	Fri 7/25/08	7	
15		Client orders & receives Servers/Hardware	20 days	Mon 7/28/08	Fri 8/22/08	14	
16		Client sign off on Hardware Requirements	3 days	Mon 7/28/08	Wed 7/30/08	14	
17		**TASK 4 – PROJECT SCHEDULE**	**15 days**	**Wed 7/30/08**	**Tue 8/19/08**		
18		Tiburon updates schedule after BPR	2 days	Wed 7/30/08	Thu 7/31/08	12	
19		Client reviews schedule and provides Client task updates	5 days	Fri 8/1/08	Thu 8/7/08	18	
20		Tiburon finalizes schedule	5 days	Fri 8/8/08	Thu 8/14/08	19	
21		Client sign off on schedule	3 days	Fri 8/15/08	Tue 8/19/08	20	
22		**TASK 5 – SYSTEM INSTALLATION**	**18 days**	**Mon 8/25/08**	**Wed 9/17/08**		
23		Client inventories and installs Servers/equipment	9 days	Mon 8/25/08	Thu 9/4/08	15	
24		Client provides Tiburon access to on-site system	1 day	Fri 9/5/08	Fri 9/5/08	23	
25		Client provides VPN access to on-site system	1 day	Fri 9/5/08	Fri 9/5/08	24FF	
26		Tiburon configures databases and installs application software	3 days	Mon 9/8/08	Wed 9/10/08	25	
27		Client installs 24Seven client on PCs for Sys Admin training	4 days	Thu 9/11/08	Tue 9/16/08	26	
28		Client sign off on System Installation	1 day	Wed 9/17/08	Wed 9/17/08	27,26FS+1 day	
29		**TASK6 – CODE TABLE AND SYSTEM FILE TRAINING**	**22 days**	**Wed 9/24/08**	**Thu 10/23/08**		
30		Training for System Admin & Code Table Configuration	2 days	Wed 9/24/08	Thu 9/25/08	33FS+5 days	
31		Client creates configuration tables and sends to Tiburon	20 days	Fri 9/26/08	Thu 10/23/08	30	
32		**TASK 7 – APPLICATION SOFTWARE CONFIGURATION**	**35 days**	**Thu 9/11/08**	**Wed 10/29/08**		
33		Tiburon initial application configuration for Client	4 days	Thu 9/11/08	Tue 9/16/08	12,24,25,26	
34		Tiburon loads client updated configuration tables	3 days	Fri 10/24/08	Tue 10/28/08	31,33	
35		Client sign off on Application Software Configuration	1 day	Wed 10/29/08	Wed 10/29/08	34	
36		**TASK 8– SYSTEM INTERFACES AND DEMONSTRATION**	**7 days**	**Fri 10/24/08**	**Mon 11/3/08**		
37		Tiburon configures Tri Tech CAD Interface	7 days	Fri 10/24/08	Mon 11/3/08	12,29	
38		Tiburon configures Telestaff interface	4 days	Fri 10/24/08	Wed 10/29/08	12,29	
39		Functionally demonstrate/verify interface setup	1 day	Thu 10/30/08	Thu 10/30/08	38	
40		Client sign off on interfaces demonstration	1 day	Fri 10/31/08	Fri 10/31/08	39	
41		**TASK 9 – FUNCTIONAL DEMONSTRATION**	**1.5 days**	**Mon 11/3/08**	**Tue 11/4/08**		

ID		Task Name	Duration	Start	Finish	Predecessors	Resource Names
42		Tiburon demonstrates configured software functionality	0.5 days	Mon 11/3/08	Mon 11/3/08	39FS+1 day	
43		Client sign off on Functional Demonstration	1 day	Mon 11/3/08	Tue 11/4/08	42	
44		**TASK 10 – APPLICATION TRAINING - TRAIN THE TRAINERS**	**51 days**	**Fri 9/26/08**	**Fri 12/5/08**		
45		Client setup of training room for User Training	5 days	Fri 9/26/08	Thu 10/2/08	30	
46		Tiburon trains up to 10 Client trainers	4.5 days	Mon 11/3/08	Fri 11/7/08	45,31,42	
47		Client signoff on Training completion	1 day	Fri 11/7/08	Fri 11/7/08	46FF	
48		**CLIENT END USER TRAINING**	**20 days**	**Mon 11/10/08**	**Fri 12/5/08**		
49		Client Trainers conduct End User Training	20 days	Mon 11/10/08	Fri 12/5/08	46	
50		**TASK 11 – CUTOVER**	**50 days**	**Fri 10/3/08**	**Thu 12/11/08**		
51		Client completes 24Seven client install on End User PCs	35 days	Fri 10/3/08	Thu 11/20/08	45	
52		Tiburon & Client certify 24Seven available for Cutover	1 day	Mon 12/8/08	Mon 12/8/08	49	
53		24Seven Fire Records Cutover	2 days	Tue 12/9/08	Wed 12/10/08	52	
54		Remote Tiburon Support	2 days	Tue 12/9/08	Wed 12/10/08	52	
55		Client signoff on Cutover, Acceptance and Start Maintenance	1 day	Thu 12/11/08	Thu 12/11/08	54	
56		Tiburon invoice for Maintenance	1 day	Thu 12/11/08	Thu 12/11/08	54	

EXHIBIT 4
To
System Implementation Agreement

MILESTONE PAYMENT SCHEDULE

This Exhibit is attached to, incorporated into and forms part of the System Implementation Agreement, dated _____, 20__, between the Client and Tiburon *(herein referred to as the "Agreement")*. Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

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Exhibit 4 - Payment Schedule
System Implementation Agreement

	Fresno Fire Department					
SOW Task	Task Description	%	Payment Basis	Services and Licenses	Sales Tax	Total including tax
	Original Contract Amount			$ 172,300.00		$ 181,455.00
	Hardware And OEM (upon Delivery)	N/A	Upon Delivery	$ -		
1	Project Initiation Meeting	25%	Milestone	$ 43,075.00		$ 43,075.00
3	Finalize Hardware Requirements	25%	Milestone	$ 43,075.00		$ 43,075.00
7	Application Software Configuration	25%	Milestone	$ 43,075.00		$ 43,075.00
11	Cutover	25%	Milestone	$ 43,075.00	$ 9,155.00	$ 52,230.00

EXHIBIT 5
To
System Implementation Agreement

PRICING SUMMARY

This Exhibit is attached to, incorporated into and forms part of the System Implementation Agreement, dated _____, 20__, between the Client and Tiburon *(herein referred to as the "Agreement")*. Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

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Fresno City Fire Department
Pricing Summary

Price Summary Totals		
	Tiburon FireRECORDS	100,300
	Graphical Workstation Licenses	28,400
	Database Interfaces and Subsystems	13,600
	Technical and Professional Services	30,000
	Subtotal Software and Services:	***172,300***
	Travel and Living Expenses	included
	Warranty	not included
	Software Escrow	included
	Total Project Price:	***172,300***
7.975%	Software Licenses Sales Tax	9,155
	Technical and Professional Services Sales Tax	not included
	Total Project Price, including tax:	***181,455***

Extended Software Maintenance	
Year 1 annual maintenance	23,000
Estimated year 2 annual maintenance	25,500

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

Pricing is stated in terms of United States Dollars

Software and Services

Qty	Description	Software Licenses	Technical Services	Totals	Comments
Tiburon FireRECORDS					
	FireRECORDS (1 agency, 22 stations), including:	47,000	5,900	52,900	FireRECORDS server software license, including the following subsystems
	NFIRS 5.0 Incident Reporting	incl			
	Personnel Management	incl			
	Personnel Roster	incl			
	Day Book	incl			
	Report Manager	incl			
	Included modules:				
	Third-Party CAD Interface	14,000		14,000	Interface to non-Tiburon CAD system, assuming use of Tiburon API
	Training Management	4,350		4,350	Provides for minimal scheduling services
	Prevention Management	4,350		4,350	
	Hydrant Management	4,350		4,350	
	Asset Management	6,350		6,350	
	Optional modules, available but not included:				
	EMS Incident Reporting				
	24x7 maintenance support				
	Product Enhancements:				
	None proposed				
1	Setup Training Class	1 day/class	1,300	1,300	Training for table setup processes
1	Reporting Training Class	2 days/class	2,600	2,600	Training for reporting staff
1	User Training Classes	4 days/class	6,900	6,900	User training classes
	Follow-up training	2 class days	3,200	3,200	Optional follow-up training
	Subtotals	**80,400**	**19,900**	**100,300**	
Graphical Workstation Licenses					
Site	FireRECORDS workstation licenses	26,500	1,900	28,400	FireRECORDS workstation software site license. Includes software installation and configuration for up to 3 workstations.
	24x7 maintenance support				
	Subtotals	**26,500**	**1,900**	**28,400**	

Software and Services

Qty	Description	Software Licenses	Technical Services	Totals	Comments
Database Interfaces and Subsystems					
1	Telestaff Interface	7,900	5,700	13,600	Fire Records System interface to receive personnel scheduling information from the Telestaff Personnel Scheduling System
	24x7 maintenance support				
	Subtotals	**7,900**	**5,700**	**13,600**	
Technical and Professional Services					
	Project Services		30,000	30,000	Project management and project support services
	Workstation installation			not included	Installation of individual workstations not included
	Network installation			not included	Installation of network equipment and cabling not included
	Subtotals	**0**	**30,000**	**30,000**	
	License and Services Totals:	**114,800**	**57,500**	**172,300**	

Third-Party Equipment, Software and Services

Qty	Description	Part	Unit Price	Extended Price
Documentation				
1	Set standard reproducible Tiburon User and Administrator documentation			included
	Subtotal			**0**
	Equipment and Third Party Software Totals			**0**

EXHIBIT 6
To
System Implementation Agreement

SOFTWARE LICENSE AGREEMENT

This Exhibit is attached to, incorporated into and forms part of the System Implementation Agreement, dated _____, 20__, between the Client and Tiburon *(herein referred to as the "Agreement")*. Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail

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SOFTWARE LICENSE AGREEMENT

This Software License Agreement is made and entered into as of the _____ day of _____, 2008 (the "Effective Date"), by and between the City of Fresno, a municipal corporation (the "Licensee"), and Tiburon, Inc., a Virginia corporation, with its principal place of business at 6200 Stoneridge Mall Road, Suite 400, Pleasanton, California 94588("Tiburon").

RECITALS

WHEREAS, Tiburon represents and warrants that it has developed and owns certain software applications that have been installed on the Licensee's automated computer system and the Licensee desires to obtain a license and right to use such software applications on such system in accordance with the terms, and subject to the conditions, set forth below; and

WHEREAS, Tiburon represents and warrants that it has the right to sublicense certain software applications developed by third parties that have been installed on the Licensee's automated computer system and the Licensee desires to obtain a sublicense and right to use such third party software applications on such system in accordance with the terms, and subject to the conditions, set forth below;

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

AGREEMENT

1. Definitions

The following definitions apply to the terms used within this Agreement:

1.1. "Agreement" shall mean this Software License Agreement and its exhibits, as the same may from time to time be amended in accordance with the terms hereof.

1.2. "As-Built Specification Document" shall mean, with respect to any Licensed Application, the document setting forth the specifications for such Licensed Application delivered upon acceptance of the Licensed Application in accordance with the applicable implementation agreement, as such specifications may thereafter be modified or supplemented from time to time to reflect Enhancements subsequently provided by Tiburon.

1.3. "Authorized Server" shall mean, with respect to any Licensed Application, the server identified as corresponding to such Licensed Application on Exhibit 1 attached hereto and incorporated herein by this reference.

1.4. "Authorized Site" shall mean, with respect to any Authorized Server, the address and room number identified as corresponding to such Authorized Server on Exhibit 1 attached hereto and incorporated herein by this reference.

1.5. "Derivative Works" shall mean, with respect to any Licensed Application, any translation, abridgement, revision, modification, or other form in which such Licensed Application may be recast, transformed, modified, adapted or approved after acceptance of the As-Built Specifications for such Licensed Application in accordance with the applicable System Implementation Agreement.

1.6. "Documentation" shall mean any written, electronic, or recorded work that describes the use, functions, features, or purpose of the System, or any component or subsystem thereof, and that is published or provided to the Licensee by Tiburon, Tiburon's subcontractors or the original manufacturers or developers of third party products provided to the Licensee by Tiburon, including, without limitation, all end user manuals, training manuals, guides, program listings, data models, flow charts, logic diagrams, and other materials related to or for use with the System.

1.7. "Effective Date" is defined in the preamble hereof.

1.8. "Enhancement" shall mean, with respect to any Licensed Application, a computer program modification or addition, other than a Maintenance Modification, that alters the functionality of, or adds new functions to, such Licensed Application and that is integrated with such Licensed Application after acceptance of the As-Built Specifications for such Licensed Application in accordance with the System Implementation Agreement, or that is related to a given Licensed Application but offered separately by Tiburon after acceptance of the As-Built Specifications for such Licensed Application in accordance with the System Implementation Agreement.

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

1.10. "Licensed Application" shall mean each of the software applications set forth on Exhibit 1 attached hereto and incorporated herein by this reference, which software applications were developed by Tiburon and furnished to the Licensee in conformity with the As-Built Specifications with respect thereto, together with all Derivative Works, all Maintenance Modifications and all Documentation with respect thereto; provided, however, that Licensed Applications shall consist of Object Code only and shall not include any Enhancements.

1.11. "Licensee" is defined in the preamble hereof.

1.12. "Maintenance Modifications" shall mean, with respect to any Licensed Application, a computer software change to correct an Error in, and integrated into, such Licensed Application, but that does not alter the functionality of such Licensed Application and that is provided to the Licensee by Tiburon after acceptance of the As-Built Specifications for such Licensed Application in accordance with the System Implementation Agreement.

1.13. "Object Code" shall mean computer programs assembled or compiled 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.

1.14. "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.

1.15. "Sublicensed Applications" shall mean the software application specified on Exhibit 1 attached hereto developed by any source external to Tiburon, such as a subcontractor, distributor, re-seller, personal computer software supplier or system software supplier, and furnished to the Licensee by Tiburon for integration into the System.

1.16. "System" shall mean the Licensee's computer automated system consisting of the Licensed Applications combined with any of the Authorized Servers, the operating systems installed on each of the Authorized Servers, any database or other third party software products installed on any of the Authorized Servers, any PC or other workstation equipment having access to any of the Licensed Applications, any communications interfaces installed on any of the Authorized Servers, any network communications equipment and any other third party software, wiring, cabling and connections and other hardware relating to any such Authorized Servers, workstation or network communications equipment located at any of the Authorized Sites.

1.17. "Tiburon" is defined in the preamble hereof.

1.18. "Tiburon Confidential Information" is defined in Section 6.1 hereof.

2. Licenses and Restrictions

2.1. Grant of Licenses. Subject to the conditions set forth in Section 2.2 hereof, Tiburon hereby grants to the Licensee, pursuant to the terms and conditions hereof, a perpetual, nonexclusive, nontransferable license:

(a) to use each Licensed Application and each Sublicensed Application, in Object Code only, on the Authorized Server with respect thereto and at the Authorized Sites with respect thereto;

(b) to conduct internal training and testing on each Licensed Application and each Sublicensed Application;

(c) to perform disaster recovery, backup, archive and restoration testing, and implementation with respect to each Licensed Application and each Sublicensed Application;

(d) to make no more than two (2) archival copies of any Licensed Application or Sublicensed Application, provided that each copy of any Licensed Application shall include Tiburon's copyright and other proprietary notices and each copy of any Sublicensed Application shall include the copyright and other proprietary notices required by the developer of such Sublicensed Application.

2.2. Conditions to Grant of Licenses. No grant of any license or right pursuant to Section 2.1 hereof with respect to any Licensed Application or any Sublicensed Application shall be effective, and the Licensee shall have no license or right to use such Licensed Application or such Sublicensed Application, until such Licensed Application or such Sublicensed Application has been accepted by the Licensee in accordance with the acceptance terms set forth in the System Implementation Agreement and all license fees, sublicense fees or royalties with respect to such Licensed Application or such Sublicensed Application have been paid in full in accordance with the payment terms set forth in the System Implementation Agreement.

2.3. Restrictions on Use

(a) The Licensee agrees to use the Licensed Applications and the Sublicensed Applications only for the Licensee's own use. The Licensee shall not allow use of any Licensed Application or any Sublicensed Application by any parent, subsidiaries, affiliated entities, or other third parties, or allow any Licensed Application or any Sublicensed Application to be used on other than on the Authorized Server at the Authorized Site with respect thereto.

(b) Except as otherwise specifically set forth in Section 2.1 hereof, the Licensee shall have no right to copy any Licensed Application or any Sublicensed Application. Any copy of any Licensed Application (whether or not such copy is permitted) shall be the exclusive property of Tiburon. Any copy of any Sublicensed Application (whether or not such copy is permitted) shall be the exclusive property of the developer of such Sublicensed Application. The Licensee shall not distribute or allow distribution of any Licensed Application or any Sublicensed Application or any Documentation or other materials relating thereto without Tiburon's prior written consent.

(c) The Licensee's license and right to use the Licensed Applications and the Sublicensed Applications is limited to a license and right to use only the Object Code relating thereto. The Licensee shall have no license or right with respect to the Source Code for any Licensed Application or any Sublicensed Application.

(d) The Licensee shall not, and shall not permit any other party to, make any alteration, modification or enhancement to any Licensed Application or any Sublicensed Application unless, and only to the extent, specifically authorized by Tiburon. The Licensee shall not, and shall not permit any other party to, disassemble, de-compile or reverse-engineer any Licensed Application or any Sublicensed Application.

(e) The Licensee shall not use any Licensed Application or any Sublicensed Application, and shall not permit any third party to use any Licensed Application or any Sublicensed Application, for processing data of any entity other than the Licensee.

3. Ownership. Except for the rights expressly granted therein pursuant to Section 2 hereof, Tiburon shall at all times retain all right, title and interest in and to each Licensed Application and all copies thereof (whether or not permitted), including all Derivative Works, Maintenance Modifications, Enhancements and Documentation with respect thereto (whether or not developed by Tiburon). By this Agreement, the Licensee hereby assigns to Tiburon any and all rights it may have or later acquire to any and all Derivative Works (whether or not developed by Tiburon).

4. Term and Termination

4.1. Effective Date. This Agreement shall take effect on the Effective Date after (i) it has been fully executed by duly authorized representatives of both parties, and (ii) Tiburon's receipt of written notification from the Licensee that any certification or approval of this Agreement required by statute, ordinance, or established policy of the Licensee has been obtained.

4.2. Term. This Agreement shall continue in effect until terminated as set forth under Section 4.3 hereof.

4.3. Termination. The Licensee may terminate this Agreement by providing thirty (30) days prior written notice to Tiburon of its intent to do so. Tiburon may terminate this Agreement immediately if the Licensee breaches any material provision of this Agreement.

4.4. Effect of Termination. Upon termination of this Agreement, all licenses granted to the Licensee hereunder shall be revoked. Upon termination of this Agreement, (a) the Licensee shall return to Tiburon, within ten (10) business days of such termination, all Tiburon Confidential Information and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment other documents or property relating thereto and all copies of any of the foregoing (in whatever medium recorded); (b) the Licensee shall discontinue all use of the Licensed Applications and the Sublicensed Applications; and (c) the Licensee shall certify in a written document signed by an authorized representative that the material specified in the preceding clause (a) has been returned to Tiburon, that all copies of the Licensed Applications and the Sublicensed Applications have been permanently deleted or destroyed, and that all use of the Licensed Applications and the Sublicensed Applications has been discontinued. The expiration or termination of this Agreement will not relieve the Licensee of its obligations under Section 6 hereof regarding Tiburon Confidential Information. Tiburon hereby agrees to return to the Licensee all materials marked Confidential or Proprietary by the Licensee and in the possession of Tiburon.

5. Limited Warranties and Liability

5.1. Warranty. THE LICENSED APPLICATIONS ARE LICENSED "AS IS". NO EXPRESS OR IMPLIED WARRANTIES FOR THE LICENSED APPLICATIONS, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE CREATED BY THIS SOFTWARE LICENSE AGREEMENT.

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

6. Confidential Information

6.1. Tiburon Confidential Information. The Licensee agrees to maintain the confidentiality of any Tiburon Confidential Information (as defined below) and to treat such information with the same degree of care and security as it treats its own most confidential information. The Licensee shall not, without Tiburon's prior written consent, disclose such information to any person or entity other than to the Licensee's employees or consultants legally bound to abide by the terms hereof and having a need to know such information, or sell, license, publish, display, distribute or otherwise use such information except as authorized by this Agreement. The term "Tiburon Confidential Information" shall include all Licensed Applications and any other Tiburon software applications (whether or not licensed to the Licensee) and all Derivative Works, Enhancements, Maintenance Modifications and Documentation with respect thereto as well as any written information of a confidential nature clearly labeled by Tiburon as being confidential or otherwise indicated by Tiburon in writing as being confidential. The Licensee understands and agrees that 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 Licensee's breach or threatened breach of any of the provisions in this Agreement, Tiburon shall be entitled to an injunction obtained from any court having appropriate jurisdiction restraining the Licensee from any unauthorized use or disclosure of any Tiburon Confidential Information.

6.2. Exclusions. Notwithstanding Section 6.1 hereof, Tiburon Confidential Information shall not include information which the Licensee can demonstrate by competent written proof (a) is now, or hereafter becomes, through no act or failure to act on the part of the Licensee, generally known or available or otherwise part of the public domain; (b) is rightfully known by the Licensee without restriction on use prior to its first receipt of such information from Tiburon as evidenced by its records; (c) is hereafter furnished to the Licensee by a third party authorized to furnish the information to the Licensee, as a matter of right and without restriction on disclosure; or (d) is the subject of a written permission by Tiburon to disclose.

6.3. Exceptions. Notwithstanding Section 6.1 hereof, disclosure of 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 Licensee shall first have given notice to Tiburon whose responsibility it shall be to obtain a protective order requiring that the information to be disclosed be used only for the purposes for which the order was issued or that the information shall not be disclosed;

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

(c) the Licensee received the prior written consent to such disclosure from Tiburon, but only to the extent permitted in such consent.

6.4. Survival. Unless mutually agreed otherwise in writing, the obligations hereunder with respect to each item of Tiburon Confidential Information shall survive the termination or expiration of this Agreement.

7. Miscellaneous

7.1. Relationship. The relationship created hereby is that of Licensor and Licensee. 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.

7.2. No Rights in Third Parties. This Agreement is entered into for the sole benefit of the Tiburon and the Licensee and, where permitted above, their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement 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 this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

7.3. Entire Agreement. This Agreement sets forth the final, complete and exclusive agreement and understanding between Tiburon and the Licensee relating to the subject matter hereof and supersedes all quotes, proposals understandings, representations, conditions, warranties, covenants, and all other communications between the parties (oral or written) relating to the subject matter hereof. Tiburon shall not be bound by any terms or conditions contained in any purchase order or other form provided by the Licensee in connection with this Agreement and any such terms and conditions shall have force or effect. No affirmation, representation or warranty relating to the subject matter hereof by any employee, agent or other representative of Tiburon shall bind Tiburon or be enforceable by the Licensee unless specifically set forth in this Agreement. Neither party shall be bound by any terms or conditions contained in any purchase order or other form provided by the other party in connection with this Agreement and any such terms and conditions shall have no force or effect. No affirmation, representation or warranty relating to the subject matter hereof by any employee, agent or other representative of

Licensee shall bind Licensee or be enforceable by Tiburon unless specifically set forth in this Agreement

7.4. Amendments. No amendment or other modification of this Agreement shall be valid unless pursuant to a written instrument referencing this Agreement signed by duly authorized representatives of each of the parties hereto, subject to the prior approval of Licensee's governing body.

7.5. Assignment. Neither party hereto may assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that Tiburon may assign this Agreement to its successor in connection with a sale of its business without obtaining consent of any party. Subject to the foregoing, each and every covenant, term, provision and agreement contained in this Agreement shall be binding upon and inure to the benefit of the parties' permitted successors, executors, representatives, administrators and assigns. Any assignment attempted in contravention of this section will be void.

7.6. Governing Law. All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Agreement 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 this Agreement.

7.7. This Section Intentionally Left Blank.

7.8. Venue. All legal proceedings brought in connection with this Agreement may only be brought in a state or federal court located in the County of Fresno 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 this Agreement.

7.9. Waiver. In order to be effective, any waiver of any right, benefit or power hereunder must be in writing and must be 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 this Agreement. 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 this Agreement.

7.10. Severability. If any provision of this Agreement 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 this Agreement, 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 this Agreement shall remain in full force and effect.

7.11. Survival of Provisions. All provisions of this Agreement that by their nature would reasonably be expected to continue after the termination of this Agreement, including but not limited to Section 6.1, will survive the termination of this Agreement.

7.12. Notices. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and other communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering notice to the other party in accordance with this section setting forth

the new address and the date on which it will become effective

To Tiburon:
Tiburon, Inc.
Attn: Contract Administrator
6200 Stoneridge Mall Road, Suite 400
Pleasanton, California 94588
Phone: 925-621-2700
Fax: 925-621-2799

To Licensee:
City of Fresno Fire Department
Attention: Theodore Semonious, Batt. Chief
911 H Street
Fresno, California 93721
Phone: 559-621-4401
Fax: 559-489-4261

7.13. Construction. The paragraph and section headings used in this Agreement or in any exhibit hereto are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein. Any term referencing "business days" shall mean Licensee business days.

7.14. Counterparts. This Agreement may be signed in two or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document.

7.15. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

7.16. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement. Capitalized terms used therein shall have the definitions set forth in this Agreement, unless otherwise defined thereon.

7.17. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

7.18. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

7.19. Advice of Counsel. Each party hereto has been afforded the opportunity to consult with counsel of its choice before entering into this Agreement. The parties waive the provisions of California Civil Code Section 1654 such that any ambiguity in this Agreement may not be construed against either party.

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

City of Fresno,
a California municipal corporation

By: Randy B. Bauregman
Randy Bauegman, Fire Chief
Fresno Fire Department

ATTEST:
REBECCA E. KLISCH
City Clerk

By: Cindy Brown 12/24/08
Deputy

APPROVED AS TO FORM
JAMES C. SANCHEZ
City Attorney

By: Nancy A. Algier 12/4/08
Nancy A. Algier Date
Senior Deputy

Tiburon, Inc.,
a Virginia corporation

By: _____

Name: _____

Title: _____
(if corporation or LLC, Board Chair, Pres. or Vice Pres.)

By: _____

Name: _____

Title: _____
(if corporation or LLC, CFO, Treasurer, Secretary or Assistant Secretary)

Attachment:

Exhibit 1 – Licensed Applications and Authorized Environments

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

City of Fresno,
a California municipal corporation

By: _____
Randy Bruegman, Fire Chief
Fresno Fire Department

ATTEST:
REBECCA E. KLISCH
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
JAMES C. SANCHEZ
City Attorney

By: _____
Nancy A. Algier Date
Senior Deputy

Tiburon, Inc.,
a Virginia corporation

By: _____
Maria Szymanek, VP of Finance
Tiburon, Inc.

Attachment:

Exhibit 1 – Licensed Applications and Authorized Environments

SLA

EXHIBIT 1
To
Software License Agreement

LICENSED APPLICATIONS AND AUTHORIZED ENVIRONMENTS

This Exhibit is attached to, incorporated into and forms part of the Software License Agreement, dated 12/16, 2008, between the Licensee and Tiburon (herein referred to as the "Agreement"). Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

LICENSED APPLICATIONS

The following software applications constitute Licensed Applications under the Agreement. The server and site locations corresponding to each Licensed Application shall constitute the Authorized Server and Authorized Site with respect to such Licensed Application for purposes of the Agreement.

Quantity/Type	Name of Application	Address and Room Number of Authorized Site of Authorized Server

SUBLICENSED APPLICATIONS

The following software applications constitute Sublicensed Applications under the Agreement. The server and site locations corresponding to each Sublicensed Application shall constitute the Authorized Server and Authorized Site with respect to such Sublicensed Application for purposes of the Agreement.

Quantity/Type	Name of Application	Address and Room Number of Authorized Site of Authorized Server

©2005 Tiburon – Public Safety & Justice, Inc.

EXHIBIT 7
To
System Implementation Agreement

MASTER SUPPORT AGREEMENT

This Exhibit is attached to, incorporated into and forms part of the System Implementation Agreement, dated _____, 20__, between the Client and Tiburon *(herein referred to as the "Agreement")*. Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail

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MASTER SUPPORT AGREEMENT

This Master Support Agreement (this "Agreement") is entered into this _____ day of _____, 2008 (the "Effective Date"), by and between the City of Fresno, a municipal corporation (the "Client") and Tiburon, Inc., a Virginia corporation having its primary place of business at 6200 Stoneridge Mall Road, Suite 400, Pleasanton, California 94588 ("Tiburon").

WHEREAS, the Client has determined that it desires to obtain from Tiburon certain support services relating to a computer automated system previously implemented by Tiburon for the Client; and

WHEREAS, Tiburon is qualified to provide the support services specified in this Agreement and, subject to the terms and conditions set forth in this Agreement, Tiburon desires to provide such support services;

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

1. Definitions

Capitalized terms used herein and in any exhibit hereto shall have the definitions set forth on Exhibit 1 attached hereto and incorporated herein by this reference, unless otherwise defined herein.

2. Scope of Work

2.1. Basic Support. Subject to the terms and conditions set forth in this Agreement, Tiburon shall provide the following support for the Covered Applications ("Basic Support").

(a) Application Errors. Tiburon will correct Errors in any of the Covered Applications discovered by the Client during the term of this Agreement, provided (a) the Client provides all information regarding such Error that may be requested by Tiburon in accordance with Section 5.1 hereof (Technical Service Requests], (b) such Error is reproduced by the Client in accordance with Section 5.13 hereof (Error Reproduction), and (c) the Client has provided Tiburon with remote access to the System as required under Section 5.2 hereof (Remote Access).

(b) Client Support Center. Tiburon will provide toll-free telephone support for operational and technical assistance. Support for Priority 1 Calls relating to Tiburon's Computer Aided Dispatch (CAD) software applications, Corrections Management (JailRECORDS, Premier IMS, JMS and CorrMedica) software applications, Mobile Dispatch (MobileCOM) software applications, Message Switch System (MSS) software applications and any critical interfaces to those systems shall be available twenty four hours a day, seven days a week (24x7). Support for all other calls and other Tiburon applications will be available during Tiburon's normal support hours of 8:00 a.m. to 5:30 p.m. local time in the Client's time zone (not including weekends and Tiburon holidays). Tiburon reserves the right to charge reasonable call-out fees for any call received other than during Tiburon's normal support hours. Additional information regarding call-out fees is described in Exhibit 7 (Warranty & Maintenance Support – Guidelines & Options).

(c) Account Manager. Tiburon will designate, in a written notice delivered in accordance with Section 24 hereof (Notices), a single individual to act as the account manager for purposes of coordinating technical support as set forth herein (the "Account Manager"). The Account Manager shall ensure Tiburon's compliance with, and shall coordinate appropriate schedules in connection with, its obligations set forth herein. Tiburon may change the individual designated hereunder by providing the Client with advance written notice delivered in accordance with Section 24 hereof (Notices) designating the new individual authorized to act as the Account Manager.

(d) Status Reports. Tiburon will provide the Client with a monthly status report (a "Monthly Status Report"). Each Status Report will include a summary of site activity and a summary of requests by the Client for technical services delivered in accordance with Section 5.1 hereof (Technical Service Requests). Additional information that may be contained in the monthly status report is described in Exhibit 7 (Warranty & Maintenance Support – Guidelines & Options). Each Monthly Status Report will be delivered to the Client in accordance with the notice provisions set forth in Section 24 hereof (Notices).

(e) Back-Ups. Subject to the Client's obligations under Section 5.4 hereof (Maintenance and Back-Ups), Tiburon will support the Client in maintaining and updating the Back Up Schedule and Procedures, attached hereto as Exhibit 6, and as further defined in Exhibit 7 (Warranty & Maintenance Support – Guidelines & Options), the Systems Administration Support Services document (attached hereto as Exhibit 8), and the DBA Services document (attached hereto as Exhibit 9). .

(f) NCIC, NIBRS/UCR, and NFIRS Updates. Tiburon will provide updates to the Covered Applications for Client use and installation in response to legal requirements mandated by the National Crime Information Center (NCIC), the National Incident Based Reporting System/Uniform Crime Reporting (NIBRS/UCR), and the National Fire Incident Reporting System (NFIRS) when such requirements necessitate modification(s) to the Source Code relating to any Covered Application and are necessary for the proper performance of the Covered Application. Any other changes, including but not limited to, those mandated or offered by any state, county, city or municipal governmental entity, as well as changes to any Protocols are outside the scope of this Agreement.

(g) Database Administration (DBA) Support. DBA support will be provided in the manner as set forth in Section 4.3, "Level 1 DBA Support", of Exhibit 7 (Warranty & Maintenance Support – Guidelines & Options), and as further described in the DBA Services document (attached hereto as Exhibit 9).

(h) System Administration (SA) Support. SA support will be provided in the manner as set forth in Section 4.4, "Level 1 System Administration Support", of Exhibit 7 (Warranty & Maintenance Support – Guidelines & Options), and as further described in the Systems Administration Support Services document (attached hereto as Exhibit 8).

(i) Version Management Program. The Version Management Program (VMP) provides Clients with eligible products with ongoing product enhancements and new features. VMP will be provided in the manner as set forth in Section 4.5, "Version Management Program", of Exhibit 7 (Warranty & Maintenance Support – Guidelines & Options).

2.2. Support Options. In addition to Basic Support, the Client may purchase support options described in Exhibit 7 (Warranty & Maintenance Support –Guidelines & Options). The terms and conditions for each Support Option shall be set forth in a separate exhibit which, upon payment of the required annual fee for such Support Option, shall automatically become part of this Agreement and shall be subject to the terms hereof. The Client may discontinue any Support Option by providing Tiburon at least ninety (90) calendar days prior written notice identifying the Support Option to be discontinued; provided, however, that such discontinuance shall not be effective until the next occurring Payment Date.

2.3. Enhancements. From time to time, the Client may request Tiburon to provide under this Agreement services and materials to furnish, install and implement an Enhancement. The installation and implementation of such Enhancement shall be provided on a fixed-price basis. No Enhancement shall be provided under this Agreement unless (a) this Agreement is amended as necessary or appropriate to incorporate the Enhancement Terms relating to the Enhancement; (b) the Enhancement Terms are attached to this Agreement as a new exhibit and, except as specifically set forth therein, are subject to the terms of this Agreement; (c) the Enhancement Terms include terms regarding final

acceptance of the Enhancement; (d) the Enhancement Terms provide that, upon final acceptance of the Enhancement, Exhibit 2 to this Agreement shall be amended to incorporate the Enhancement as a Covered Application subject to the Client's payment of any necessary additional support fees relating to the Enhancement; and (e) the Enhancement Terms provide that, upon final acceptance of such Enhancement, the Software License Agreement shall be considered amended as necessary or appropriate to grant to the Client the appropriate rights to use the Enhancement, subject to payment in full of all amounts due under the Enhancement Terms.

2.4. Out of Scope Services. From time to time, the Client may request Tiburon to provide under this Agreement certain Out of Scope Services. Tiburon shall be under no firm obligation to perform any Out of Scope Services, but shall undertake to make a good faith effort to perform such services to the extent that it is capable of doing so without substantially interfering with its other obligations under this Agreement or with its obligations to its other clients. Any Out of Scope Services shall be provided, at Tiburon's option, on a fixed-quote basis with payment milestones or on a time and material basis at Tiburon's then current technical service rates plus all related travel, per diem and other expenses invoiced as incurred. No Out of Scope Services shall be provided under this Agreement unless: (a) this Agreement is amended as necessary or appropriate to incorporate the terms relating to the Out of Scope Services; (b) those terms are attached to this Agreement as a new exhibit and, except as specifically set forth therein, are subject to the terms of this Agreement; and, (c) those terms include agreed-to criteria regarding completion of the work, if applicable.

3. Term

The term of this Agreement shall commence on the Effective Date and shall continue in effect until terminated in accordance with its terms.

4. Fees and Payment

4.1. Annual Support Fees

(a) Basic Support. The Client shall pay an annual fee for Basic Support for each of the Covered Applications. The amount of such annual fee shall be set forth on Exhibit 2 attached hereto and incorporated herein by this reference and shall be paid in advance on or prior to the expiration of any Warranty Period applicable to such Covered Application and, thereafter, on each Payment Date during the term of this Agreement.

(b) Support Options. The Client shall pay an annual fee for any requested Support Options. The amount of such annual fee shall be set forth on the exhibit pertaining to such Additional Support Option and shall be paid on or prior to the commencement of any services relating to such Additional Support Option and, thereafter, on each Payment Date during the term of this Agreement unless such Additional Support Option has been discontinued in accordance with Section 2.2 hereof (Support Options).

(c) Enhancements and Out of Scope Services. Payment shall be as stated in the applicable Enhancement/Out of Scope Services proposal.

4.2. Annual Adjustments. The fees payable pursuant to Section 4.1(a) and Section 4.1(b) hereof (Annual Support Fees) may be increased on an annual basis by no more than five percent (5%) upon at least thirty (30) days prior written notice to the Client. Such increase shall become effective on the next occurring Payment Date.

4.3. Invoices. Undisputed invoices pursuant to Section 4.1 hereof shall be payable on or prior to each Payment Date during the term of this Agreement or shall be payable within thirty (30) days of receipt unless otherwise specifically provided. Client hereby agrees to pay any portion of a disputed invoice that is not actually being disputed within thirty (30) days of receipt.

4.4. Consequences of Late Payment. Failure to pay any amount owing hereunder when such amount is due shall constitute a material default under this Agreement and would result in the termination of this Agreement in all or part. The Client shall reimburse Tiburon for all collection fees, including reasonable attorneys' fees and expenses, incurred by Tiburon in connection with the collection of any amount owing hereunder. Tiburon reserves the right to charge the Client an administrative fee to reinstate any part of its support that has lapsed due to nonpayment. The administrative fee shall equal ten percent (10%) of the then-current annual support fee for the lapsed support.

5. Client Responsibilities

5.1. Technical Service Request. The Client shall provide all information requested by Tiburon necessary to complete its Technical Service Request form for each request for technical services, Enhancements, and Out of Scope Services.

5.2. Remote Access. Client shall install, monitor and provide Tiburon (Cisco) VPN remote access including dedicated high speed (T1 (1.544mb/s) or greater bandwidth) data connection and any other networking equipment specified in the Site, System and Network Specification document (Exhibit 5). 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 Tiburon implementation. In addition, Tiburon requires the ability to dynamically upload/download files to the server(s) without third-party intervention. Tiburon shall not be responsible for any costs relating to the procurement, installation, maintenance and use of such equipment and all associated telephone use charges. Tiburon shall use the data connection solely in connection with the provision of its services hereunder. The Client may be required to run tests deemed necessary by Tiburon following each remote access as requested by Tiburon.

5.3. Physical Access. The Client shall provide Tiburon with physical access to the System at any time during normal business hours. After normal business hours, the Client shall assign one of the Technical Support Coordinators designated under Section 5.11 hereof (Technical Support Coordinators) to be available by phone or pager to (a) provide physical access to the System within two (2) hours of Tiburon's request for such access, and (b) remain on-site until Tiburon determines that there is no longer a need for physical access.

5.4. Maintenance and Back-Ups. The Client shall be responsible for maintenance and back-up activities relating to the Covered Applications and the System, including without limitation backing up databases and journal logs, purging out of date records and running reports and performing diagnostics, are carried out in accordance with the schedule and methodology specified in Exhibit 6 (Back Up Schedule and Procedures) attached hereto and incorporated herein by this reference.

5.5. Data Input. The Client shall enter, update and maintain the input data as required for satisfactory operation of the Covered Applications, and be responsible for the accuracy of all Client-provided data.

5.6. Third-Party Product Support. The Client shall obtain, pay for and maintain in effect during the term of this Agreement the technical support contracts for certain Third-Party Products as specified on Exhibit 4 attached hereto and incorporated herein by this reference, and shall ensure that, in addition to authorizing the Client to request support services there under, each such support contract also expressly authorizes Tiburon to request support services there under on the Client's behalf.

5.7. System Security. The Client shall ensure that the security of the System conforms in all respects to the federal, state, and/or local mandated law enforcement telecommunications requirements.

5.8. System Change, Alteration, or Modification. The Client shall limit installation of each Covered Application to only the Authorized Server and only at the Authorized Site. The Client shall ensure that each Authorized Site conforms in all respects to the Site Specifications set forth on Exhibit 5 attached hereto and incorporated herein by this reference (the "Site, System and Network Specifications"). The

Client shall ensure that no change, alteration or modification is made to the System Configuration without the express prior written consent of Tiburon; provided, however, that said consent is not intended to constitute in any manner Tiburon's approval, certification, endorsement, or warranty of the System Configuration or System performance.

5.9. Database Change Authorization. Client shall maintain a system to ensure that only authorized personnel have the ability to make changes to the Client's database and that a list of all such authorized personnel (and any updates thereto) be promptly delivered to the Tiburon Client Support Center. Each request for any change to a Client's database shall be accompanied by a signed letter of authorization from the Client's Authorized Client Representative, and shall contain all details of the requested change. Tiburon cannot assist Client personnel other than those on the most current authorization list.

5.10. Authorized Client Representative. The Client's designated authorized representative is the Fire Chief for purposes of this Agreement (the "Client Representative"). Such individual (a) must be authorized to act on the Client's behalf with respect to all matters relating to this Agreement; (b) shall ensure the Client's compliance with its responsibilities under this Agreement; and (c) shall coordinate appropriate schedules in connection with Tiburon's services under this Agreement. The Client may change the individual designated hereunder by providing Tiburon advance written notice delivered in accordance with Section 24 hereof (Notices) designating the new individual authorized to act as the Client Representative.

5.11. Technical Support Coordinators. The Client shall designate, in a written notice delivered in accordance with Section 24 hereof (Notices), one or more individuals to act as the Client's technical support coordinator (a "Technical Support Coordinator"). The Client shall ensure that each Technical Support Coordinator designated hereunder shall have received the training required under Section 5.12 hereof (Training) and shall otherwise be familiar with the Covered Applications and the System. The Client shall ensure that, at all times, a Technical Support Coordinator is available (a) to screen operational assistance calls and handle operational problems, where appropriate; (b) to provide access to the System as required under Section 5.3 hereof (Physical Access); (c) to provide on-site technical assistance as required by Tiburon to aid Tiburon in performing its services hereunder; and (d) to review all Monthly Status Reports delivered hereunder. The Client may change any individual designated hereunder by providing Tiburon with advance written notice delivered in accordance with Section 24 hereof (Notices) designating the new individual authorized to act as a Technical Support Coordinator.

5.12. Training. The Client shall ensure that all Technical Support Coordinators and other personnel have received the training specified on Exhibit 3 attached hereto and incorporated herein by this reference, and otherwise maintain sufficient personnel with sufficient training and experience to perform its obligations under this Agreement.

5.13. Error Reproduction. Upon detection of any Error in any of the Covered Applications, the Client shall provide Tiburon a listing of command input, resulting output and any other data, including databases and back-up systems, that Tiburon may reasonably request in order to reproduce operating conditions similar to those present when the Error occurred.

6. Exclusions

6.1 Failure to Observe Obligations. Basic Support provided hereunder is expressly conditioned on the observance of the responsibilities of the Client set forth in Section 5 hereof (Client Responsibilities) and in the Software License Agreement. Any Additional Support Option provided hereunder is expressly conditioned on the observance of the responsibilities of the Client set forth in Section 5 hereof (Client Responsibilities), in the Software License Agreement and in the exhibit pertaining to such Additional Support Option.

6.2 Erroneous Reported Problems. If Tiburon performs diagnosis of erroneously reported problems, the Client may be charged for such services at Tiburon's then current technical service rates plus all related travel, per diem and other expenses invoiced as incurred.

6.3. Failure of Remote Access. If the Client fails for any reason to provide remote access to the System as required by Section 5.2 hereof (Remote Access), Tiburon will, at the Client's request, provide on-site services to correct an Error to the extent otherwise required hereunder and will charge the Client for such services at Tiburon's then current technical service rates plus all related travel, per diem and other expenses invoiced as incurred.

6.4. Unauthorized Modifications. Tiburon is under no obligation to correct any Error in any of the Covered Applications if the Error is due to a modification or alteration to such Covered Application in violation of the terms of the Software License Agreement or relates to any portion of such Covered Application that has been affected by software not developed and/or installed by Tiburon. Tiburon is under no obligation to correct any problems caused by any modification or alteration to any component of the System or to the System Configuration in violation of the terms of this Agreement or caused by software or hardware not developed and/or installed by Tiburon. If requested by the Client, Tiburon will provide technical support services to resolve such problems pursuant to Section 2.4 hereof (Out of Scope Services).

6.5. Unauthorized Use. Tiburon is under no obligation to correct any Error in any of the Covered Applications or any problems with any other component of the System if such Error or other problem is caused by (a) accident, neglect, misuse or abuse on the part of any party other than Tiburon; (b) is due to exposure to conditions outside the range of the environmental, power and operating specifications provided by Tiburon in the Site Specifications set forth in Exhibit 5, or (c) use of any of the Covered Applications or any other component of the System for any purpose other than that for which it was originally acquired. If requested by the Client, Tiburon will provide technical support services to resolve such problems pursuant to Section 2.4 hereof (Out of Scope Services).

6.6. Third-Party Products. Tiburon shall have no responsibility for correcting or resolving any errors, defects or failures in any Third-Party Products. Tiburon's only obligation with respect to such Third-Party Products is to assist with the coordination of support services with the appropriate third-party vendor to the extent such support services are available to the Client.

6.7. Third-Party Product Compatibility. Unless specified on Exhibit 2, Tiburon shall have no responsibility for any Third-Party Product provided and installed on or integrated into the System by any other party without Tiburon's prior written authorization, including but not limited to responsibility for the installation and integration of any such Third-Party Products, the condition, operation and performance of any such Third-Party Products, the compatibility of any such Third-Party Products with the Covered Applications, and any impact any such Third-Party Products have on the overall operation or performance of any of the Covered Applications or any other component of the System. If requested by the Client, Tiburon will provide technical support services pursuant to Section 2.4 hereof (Out of Scope Services) to resolve any operation or performance problems relating to any of the Covered Applications or any other component of the System caused by any such Third-Party Products or to assist with the integration of any such Third-Party Products with or into any of the Covered Applications or any other component of the System.

6.8. General Disclaimer. Except as may be expressly set forth herein, Tiburon disclaims all warranties with respect to any of the covered applications or any other component of the system, express or implied, including, without limitation, any warranties or conditions of suitability, merchantability, satisfactory quality, and/or fitness for a particular purpose.

7. Protection of Confidential and Proprietary Information

7.1. All Client Confidential Information shall be held in strict confidence by Tiburon, and Tiburon shall not, without the Client's prior written consent, 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 the services hereunder, or use such information other than in connection with the performance of the services

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. Tiburon agrees to maintain all Client Confidential Information with the same degree of care and security as it treats its own most confidential information

7.2. All Tiburon Confidential Information shall be held in strict confidence by the Client, and the Client shall not, without Tiburon's prior written consent, 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 use such information other than in connection with the performance of its obligations hereunder. The term "Tiburon Confidential Information" shall include the Covered Applications and all other Tiburon software applications, whether or not licensed to the Client, as well as any written information disclosed by Tiburon to the Client under this Agreement, 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 clients, information obtained through contact with Tiburon's clients, proprietary information of Tiburon's clients, 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, or any other provision 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 whose responsibility it shall be to obtain a protective order requiring that the information to be disclosed be used only for the purposes for which the order was issued or that the information shall not be disclosed ;

(b) such disclosure is necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary; 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.

(d) such disclosure is in response by Client to a request for disclosure of Tiburon Confidential Information pursuant to the California Public Records Act or subpoena; provided, however, Client provided notice to Tiburon before a response was due, and it shall be Tiburon's responsibility to establish that such Tiburon Confidential Information is exempt from disclosure.

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

7.6. Nothing in this Agreement shall be construed to grant to the recipient any ownership or other proprietary interest in the other party's respective Confidential Information. The recipient agrees that it does not acquire any title, ownership, or other intellectual property right or license under this Agreement in such other party's respective Confidential Information.

8. Insurance

8.1. Throughout the life of this Agreement, Tiburon shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by Client's Risk Manager. The following policies of insurance are required:

(a) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office "occurrence" form CG 0001 and shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for coverage for premises and operations, products and completed operations, and contractual liability with combined limits of liability of not less than $1,000,000 per occurrence for bodily injury and property damage, $1,000,000 per occurrence for personal and advertising injury, $2,000,000 general aggregate and $2,000,000 aggregate for products and completed operations.

(b) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office form CA 00 01 and include coverage for all owned, hired and non-owned automobiles or other licensesd vehicles with combined single limits of liability of not less than $1,000,000 per occurrence.

(c) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(d) EMPLOYERS' LIABILITY insurance with limits of liability of not less than $1,000,000 each accident, $1,000,000 disease policy limit and $1,000,000 disease each employee.

8.2. Tiburon shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Tiburon shall also be responsible for payment of any self-insured retentions.

8.3. The above described policies of insurance shall be endorsed to provide an unrestricted 30 calendar day written notice in favor of Client of policy cancellation of coverage. **In the event any policies are due to expire during the term of this Agreement, Tiburon shall provide a new certificate evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy(ies).** Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, Tiburon shall file with Client a new certificate and all applicable endorsements for such policy(ies).

8.4. The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name Client, its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Tiburon's insurance shall be primary and no contribution shall be required of Client. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to Client, its officers, officials, agents, employees and volunteers. **Tiburon shall**

have furnished Client with the certificate(s) prior to Client's execution of the Agreement.

8.5. If at any time during the life of the Agreement or any extension, Tiburon fails to maintain the required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to Tiburon shall be withheld until notice is received by Client that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to Client. Any failure to maintain the required insurance shall be sufficient cause for Client to terminate this Agreement.

8.6. If Tiburon should subcontract all or any portion of the services to be performed under this Agreement, Tiburon shall require each subcontractor to provide insurance protection in favor of Client, its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Tiburon and Client prior to the commencement of any work by the subcontractor..

9. Limitation of Liability

9.1. Either party's liability to the other for any claim, whether in tort, contract or otherwise, shall be limited to the annual maintenance fees paid hereunder for the period in which the cause of action occurred. In no event shall either party be liable to the other for loss or damages due to errors in any of the covered applications, operator error, or data corruption or inaccuracies. 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 of limitation of incidental or consequential damages, in such instances the above limitation or exclusion shall be construed so as to give it the maximum practical effect without violating such laws.

9.2. For purposes of this Agreement, Tiburon warrants that it has good title to each of the Covered Applications and all Derivative Works, Enhancements, Maintenance Modifications and Documentation with respect thereto, and the right to use and integrate the same into the System free from trade secret, trademark, copyright, patent and other proprietary right infringements

10. Informal Dispute Resolution

10.1. The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 10.1.

(a) If either party (the "Disputing Party") disputes any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under this Agreement, that party shall bring the matter to the attention of the other party at the earliest possible time in order to resolve such dispute.

(b) If such dispute is not resolved by the Account Manager and the Technical Coordinators responsible for the subject matter of the dispute within ten (10) business days, the Disputing Party shall deliver to the first level of representatives below a written statement (a "Dispute Notice") describing the dispute in detail, including any time commitment and any fees or other costs involved.

(c) Receipt by the first level of representatives of a Dispute Notice shall commence a time period within which the respective representatives must exercise their best effort to resolve the dispute. If the respective representatives cannot resolve the dispute within the given time period, the dispute shall be escalated to the next higher level of representatives in the sequence as set forth below.

(d) If the parties are unable to resolve the dispute in accordance with the escalation procedures set forth below, the parties may assert their rights under this Agreement.

Escalation Timetable (Business Days)	Tiburon Representative	Client Representative
0 to 5th	Director of Account Management	Client Representative
6th to 10th	Operations Manager	Client Representative
11th to 15th	Executive Officer	City Manager

10.2. Notwithstanding the fact that the parties may be attempting to resolve a dispute in accordance with the informal dispute resolution procedures set forth in Section 10.1 hereof, the parties agree to continue without delay all their respective responsibilities under this Agreement that are not affected by the dispute.

10.3. This Section Intentionally Left Blank

10.4. Notwithstanding the foregoing, either party may, before or during the exercise of the informal dispute resolution procedures set forth in Section 10.1, apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests pending completion of such informal dispute resolution procedures.

11. Termination

11.1. Termination for Failure of License. In the event that the license relating to any of the Covered Applications is terminated or becomes unenforceable for any reason, Tiburon's obligation to provide any support hereunder for such Covered Application shall immediately and automatically terminate

11.2. Termination for Payment Defaults. In the event that the Client fails to pay when due all or any portion of the annual fees required under Section 4.1 hereof (Annual Support Fees), Tiburon may immediately, and without further notice to the Client, terminate this Agreement or suspend all or any portion of the services hereunder for all or any portion of the Covered Applications until the Client's account is brought current.

11.3. Termination for Other Defaults. Subject to completion of the dispute resolution procedures set forth in Section 10.1 hereof (Informal Dispute Resolution), in the event that either party hereto materially defaults in the performance of any of its obligations hereunder (other than payment defaults covered under Section 11.2 hereof), the other party may, at its option, terminate this Agreement, by providing the defaulting party thirty (30) days' prior written notice of termination delivered in accordance with Section 24 hereof (Notices), which notice shall identify and describe with specificity the basis for such termination. 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 delivered by the non-defaulting party in accordance with Section 24 hereof), termination shall not take place.

11.4. Termination Without Cause. Either party hereto may terminate this Agreement without cause by providing the other party at least ninety (90) days' prior written notice of termination delivered in accordance with Section 24 hereof (Notices). The effective date for any termination pursuant to this Section 11.4 shall be the next occurring Payment Date.

11.5. Consequences of Termination. Upon termination of this Agreement for whatever reason, (a) Tiburon shall be under no further obligation to provide support or any other 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) but not including any such information licensed to the Client under the Software License Agreement) and shall certify in a written document signed by the Client Representative identified in Section 5.10 hereof (Authorized Client Representative) that all such information has been returned. All provisions of this Agreement that by their nature would reasonably be expected to continue after the termination of this Agreement shall survive the termination of this Agreement.

12. Independent Contractor Status

The Client and Tiburon are independent contractors under this Agreement, 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.

13. Assignment

Neither party hereto may assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that Tiburon may assign this Agreement to its successor in connection with a sale of its business without obtaining consent of any party. Subject to the foregoing, each and every covenant, term, provision and agreement contained in this Agreement shall be binding upon and inure to the benefit of the parties' permitted successors, executors, representatives, administrators and assigns.

14. No Third Party Beneficiaries

This Agreement 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 this Agreement 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 this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

15. Governing Law

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Agreement 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 this Agreement.

16. This Section Intentionally Left Blank

17. Venue

All legal proceedings brought in connection with this Agreement may only be brought in a state or federal court located in the County of Fresno 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 this Agreement.

18. Advice of Counsel

Each party hereto has been afforded the opportunity to consult with counsel of its choice before entering into this Agreement.

19. Amendment

No amendment or other modification of this Agreement shall be valid unless pursuant to a written instrument referencing this Agreement signed by duly authorized representatives of each of the parties hereto.

20. 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 this Agreement. 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 this Agreement.

21. Force Majeure

Neither party will be liable for any failure or delay in the performance of its obligations under this Agreement (and the failure or delay will not be deemed a default of this Agreement 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; 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 this Agreement 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.

22. Severability

If any provision of this Agreement 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 this Agreement, 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 this Agreement shall remain in full force and effect.

23. Entire Agreement

This Agreement sets forth the final, complete and exclusive agreement and understanding between Tiburon and the Client relating to the subject matter hereof and supersedes all quotes, proposals understandings, representations, conditions, warranties, covenants, and all other communications between the parties (oral or written) relating to the subject matter hereof. Tiburon shall not be bound by any terms or conditions contained in any purchase order or other form provided by the Client in connection with this Agreement and any such terms and conditions shall have no force or effect. No affirmation, representation or warranty relating to the subject matter hereof by any employee, agent or other representative of Tiburon shall bind Tiburon or be enforceable by the Client unless specifically set forth in this Agreement. Neither party shall be bound by any terms or conditions contained in any purchase order, task completion letter or other form provided by the other party in connection with this Agreement and any such terms and conditions shall have no force or effect. No affirmation, representation or warranty relating to the subject matter hereof by any employee, agent or other representative of Client shall bind Client or be enforceable by Tiburon unless specifically set forth in this Agreement

24. Notices

All notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person, (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and other communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

If to Tiburon:

Tiburon, Inc.
6200 Stoneridge Mall Road, Suite 400
Pleasanton, California 94588
Attention: Contracts Manager
Phone: 925-621-2700
Fax: 925-621-2799

If to the Client:

City of Fresno Fire Department
Attention: Theodore Semonious, Batt. Chief
911 H Street
Fresno, California 93721
Phone: 559-621-4401
Fax: 559-498-4261

25. Construction

The paragraph and section headings used in this Agreement or in any exhibit hereto are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of

this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein. Any term referencing "business days" shall mean Client business days.

26. Counterparts

This Agreement may be signed in two or more counterparts, each of which shall constitute an original, and both of which shall constitute one and the same document.

27. Compliance with Law

In providing the services required under this Agreement, Tiburon shall at all times comply with all applicable laws of the United States (including, but not limited to, the Health Insurance Portability and Accountability Act at 45 U.S.C. Section 1171 et seq.), the State of California and Client, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

28. Survival of Provisions

All provisions of this Agreement that by their nature would reasonably be expected to continue after the expiration or termination of this Agreement, including but not limited to Sections 7, 8, 9 and 11.5, will survive the termination of this Agreement.

29. Attorney's Fees

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

30. Exhibits

Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement. Capitalized terms used therein shall have the definitions set forth in this Agreement, unless otherwise defined thereon.

31. Precedence of Documents

In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

32. Cumulative Remedies

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written

City of Fresno,
a California municipal corporation

By: _____
Randy Bluegman, Fire Chief
Fresno Fire Department

ATTEST:
REBECCA E. KLISCH
City Clerk

By: Cindy Bruer 12/24/08
Deputy

APPROVED AS TO FORM:
JAMES C. SANCHEZ
City Attorney

By: _____ 12/4/08
Nancy A. Algier Date
Senior Deputy

Tiburon, Inc.,
a Virginia corporation

By: _____

Name: _____

Title: _____
(if corporation or LLC, Board Chair, Pres. or Vice Pres.)

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IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written

City of Fresno,
a California municipal corporation

By: _____
Randy Bruegman, Fire Chief
Fresno Fire Department

ATTEST:
REBECCA E. KLISCH
City Clerk

By: _____
Deputy

APPROVED AS TO FORM:
JAMES C. SANCHEZ
City Attorney

By: _____
Nancy A. Algier Date
Senior Deputy

Tiburon, Inc.,
a Virginia corporation

By: Maria E Szymanek

Name: Maria Szymanek

Title: VP - Finance
(if corporation or LLC, Board Chair, Pres. or Vice Pres.)

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EXHIBIT 1
To
Master Support Agreement

DEFINITIONS

This Exhibit is attached to, incorporated into, and forms a part of the Master Support Agreement, dated _____, 200_, between Tiburon and the Client (herein referred to as the "Agreement"). Capitalized terms used in the Agreement or any exhibit thereto shall have the definitions set forth herein unless otherwise defined in the Agreement. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

1. **"Account Manager"** is defined in Section 2.1(c) (Account Manager) of the Agreement.

2. **"Additional Support Option"** is defined in Section 2.2 (Support Options) of the Agreement.

3. **"As-Built Specifications"** shall mean, with respect to any of the Covered Applications, the specifications for such Covered Application delivered to the Client upon the Client's acceptance of such Covered Application, as the same may be modified or supplemented from time to time to reflect Enhancements provided hereunder.

4. **"Authorized Server"** shall mean, with respect to any of the Covered Applications, the server identified as corresponding to such Covered Application on Exhibit 2 attached to the Agreement and incorporated therein by reference.

5. **"Authorized Site"** shall mean, with respect to any of the Authorized Servers, the address and room number identified as corresponding the such Authorized Server on Exhibit 2 attached to the Agreement and incorporated therein by reference.

6. **"Basic Support"** is defined in Section 2.1 (Basic Support) of the Agreement.

7. **"Client"** is defined in the preamble to the Agreement.

8. **"Client Confidential Information"** is defined in Section 7.1 (Protection of Confidential and Proprietary Information) of the Agreement.

9. **"Client Representative"** is defined in Section 5.10 (Authorized Client Representative) of the Agreement.

10. **"Communications Interfaces"** shall mean ethernet networking, serial connectivity to net clock and ANI/ALI, serial connectivity to HACMP, national, state and local governments, TCP/IP or other routing statements.

11. **"Tiburon"** is defined in the preamble to the Agreement.

12. **"Tiburon Confidential Information"** is defined in Section 7.2 (Protection of Confidential and Proprietary Information) of the Agreement.

13. **"Covered Application"** shall mean each software application developed by Tiburon in accordance with the As-Built Specifications relating thereto which application is identified as a Covered Application on Exhibit 2 attached to the Agreement and incorporated therein by reference, including all Maintenance Modifications thereto, all Derivative Works thereof, and all related Documentation.

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14. Database Administration (DBA) Support shall mean services available to Clients to assist in the administration of the system database.

15. "Derivative Works" shall mean, with respect to any Covered Application, any translation, abridgement, revision, modification, or other form in which such Covered Application may be recast, transformed, modified, adapted or approved after the Effective Date.

16. "Dispute Notice" is defined in Section 10.1 (Informal Dispute Resolution) of the Agreement.

17. "Disputing Party" is defined in Section 10.1 (Informal Dispute Resolution) of the Agreement.

18. "Documentation" shall mean, with respect to any Covered Application, those printed instructions, manuals, and diagrams pertaining to and furnished with such Covered Applications.

19. "Effective Date" is defined in the preamble to the Agreement.

20. "Enhancement" shall mean, with respect to any Covered Application, a computer program modification or addition, other than a Maintenance Modification, that alters the functionality of, or adds new functions to, such Covered Application and that is integrated with such Covered Application after the Effective Date, or that is related to a given Covered Application but offered separately by Tiburon after the Effective Date.

21. "Enhancement Terms" shall mean, with respect to any Enhancement provided pursuant to the Agreement, the mutually negotiated terms and conditions specifically relating to an Enhancement and included as part of the Agreement in accordance with Section 2.3 (Enhancements) thereof.

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

23. "Maintenance Modification" shall mean, with respect to any Covered Application, a computer software change integrated with such Covered Application during the term of the Agreement to correct any Errors therein, but that does not alter the functionality of such Covered Application or add new functions thereto.

24. Status Report" is defined in Section 2.1(d) (Status Reports) of the Agreement.

25. "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.

26. "Out of Scope Services" shall consist of any services provided under this Agreement that are outside the scope of those services specifically and expressly identified under, and provided pursuant to, Section 2.1 (Basic Support), Section 2.2 (Support Options) or Section 2.3 (Enhancements) of the Agreement.

27. "Payment Date" shall mean a specific annual date that is agreed to between the Client and Tiburon.

28. "Priority 1 Call" shall mean a call requesting technical support for an Error in any Covered Application or a failure of the Authorized Server on which such Covered Application is installed that prevents continued use or operation of the System, impacts all or substantially all operators using the System, halts or severely impacts critical System operations or endangers the integrity of any database on any of the Authorized Servers. The term Priority 1 Call shall not include calls requesting technical support relating to a problem

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encountered with substantially less than all functions of a Covered Application or all records of a database on any of the Authorized Servers, or to a failure in individual components of the network communications equipment, communications lines, terminals, workstations, printers, terminal servers or modems. Tiburon shall have exclusive authority for determining whether a Technical Service Request constitutes a Priority 1 Call.

29. "Protocol" shall mean the method governing exchange or transmission of data between devices. Examples include, but are not limited to TCP/IP, SNA, CDPD, RNC, RS232.

30. "Site Specifications" is defined in Section 5.9 (System Change, Alteration, or Modification) of the Agreement.

31. "Software License Agreement" shall mean any software license agreement between Tiburon and the Client pursuant to which Tiburon has granted a limited license to use the Covered Applications in accordance with the terms and conditions thereof, as the same may be amended or otherwise modified from time to time.

32. "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.

33. "System" shall mean the Client's computer automated system consisting of the Covered Applications combined with any of the Authorized Servers, the operating systems installed on each of the Authorized Servers, any database or other third party software products installed on any of the Authorized Servers, any PC or other workstation equipment having access to any of the Covered Applications, any Communications Interfaces installed on any of the Authorized Servers, any network communications equipment and any other third party software, wiring, cabling and connections and other hardware relating to any such Authorized Servers, workstation or network communications equipment located at any of the Authorized Sites.

34. "System Configuration" shall mean the configuration for the System other than the Covered Applications existing as of the Effective Date together with any modifications or alterations thereto permitted hereunder, including without limitation the configuration of the Authorized Servers, any operating system installed on any of the Authorized Servers, any database or other third party software products installed on any of the Authorized Servers, any PC or other workstation equipment having access to any of the Covered Applications, any network communications equipment and any other third party software, wiring, cabling and connections and other hardware relating to any such Authorized Server, workstation or network communications equipment located at any of the Authorized Sites.

35. "Technical Support Coordinator" is defined in Section 5.11 (Technical Support Coordinators) of the Agreement.

36. "Third-Party Products" shall mean all software and hardware components of the System other than the Covered Applications.

37. "Warranty Period" shall mean, with respect to any Covered Application, the warranty period for such Covered Application set forth on Exhibit 2 attached to the Agreement and incorporated therein by reference.

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EXHIBIT 2
To
Master Support Agreement

COVERED APPLICATIONS

This Exhibit is attached to, incorporated into and forms part of the Master Support Agreement, dated _____, 200__, between the Client and Tiburon (herein referred to as the "Agreement"). Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

Tiburon will provide the Basic Support described in Section 2.1 (Basic Support) of the Agreement for the software applications identified in the table below. The annual fee for such support shall be as set forth in the table below. Such support will commence upon the expiration of any applicable Warranty Period as set forth in the table below.

CLIENT # - _____

Covered Application	Hours (24x7 or 8x5)	Make, Model, Serial Number of Authorized Server	Warranty Period			Annual Fee
			Period	Start Date	Stop Date	

Authorized Site

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EXHIBIT 3
To
Master Support Agreement

TRAINING

This Exhibit is attached to, incorporated into and forms part of the Master Support Agreement, dated _____, 200__, between the Client and Tiburon (herein referred to as the "Agreement"). Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

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EXHIBIT 4
To
Master Support Agreement

THIRD-PARTY SUPPORT CONTRACTS

This Exhibit is attached to, incorporated into and forms part of the Master Support Agreement, dated _____, 200__, between the Client and Tiburon (herein referred to as the "Agreement"). Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

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EXHIBIT 5
To
Master Support Agreement

SITE, SYSTEM AND NETWORK SPECIFICATIONS

This Exhibit is attached to, incorporated into and forms part of the Master Support Agreement, dated _____, 200__, between the Client and Tiburon (herein referred to as the "Agreement"). Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

-- This Exhibit will be completed during System Implementation --

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EXHIBIT 6
To
Master Support Agreement

BACK UP SCHEDULE AND PROCEDURES

This Exhibit is attached to, incorporated into and forms part of the Master Support Agreement, dated _____, 200_, between the Client and Tiburon (herein referred to as the "Agreement"). Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

v-- ***This Exhibit will be completed during System Implementation --***

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Tiburon Master Support Agreement
Exhibit 6
Back Up Schedule & Procedures

General Notes on Backups

This document describes the procedures to backup the minimum set of files required to recover application and/or data files in the event of a hardware failure or data loss. These procedures assume that if the server needs to be completely rebuilt/restored, the system files may need to be restored prior to restoring these files. This may include the need to reinstall the operating system files and any other required supporting applications (PC Anywhere, WinZip, etc.).

In addition, the client may choose to backup other files on the servers or use utilities to simplify total system recovery in the event a server is completely lost or all data is lost. This is acceptable as long as the precautions listed above are followed. In particular, the application file folders should be backed up without locking the files. Locking these files during the backup could cause undesirable effects to the application.

CAD Backups

Introduction

Regular backups are essential to preserve the CAD system data in the unlikely event of a catastrophic hardware failure or other major problem. While the server may include fault-tolerant and/or redundant systems, serious hardware or software failures resulting in data loss are still possible. In addition, events such as fire, flood, or other general disasters can destroy equipment.

It may be desirable to store a copy of backups on-site so that they are readily available; however, Tiburon recommends that an off-site copy be maintained in case the Center, and its contents, are damaged or destroyed.

How and when the database is backed up will depend on the database used (Oracle or SQL Server) as well as the needs of the individual client site.

CAD System Backups

A backup of the functioning CAD system is not necessary. Current "static" data (i.e., data maintained in the File Maintenance tables/database including geo data), and "dynamic" data (i.e., calls, units, assignments, current sequence values, histories, etc.) are present on each active workstation, and on the server; static data and histories are stored in the database as well (provided there have not been major changes without a synchronize, in the case of static data; and that it has been up as a functioning CAD file server, in the case of histories). Only a total loss of all computers participating in the CAD system will cause this data to be lost, and backups of the data can quickly become out-of-date as new calls are entered, units are assigned, etc. For these reasons, it is neither required nor feasible to perform backups of the CAD system files on each workstation and server.

When backing up CAD workstations or the CAD server hard drive, do **not** use software that "locks" files to writing—if this is not possible, the backup should exclude the CAD directory (which contains the "Startup.exe" and other programs) as well as all the directories inside it. The CAD files must be updated in real-time based on the system activity; locking these files so that they cannot be written will prevent the workstation from keeping up with the CAD system, which will cause CAD to fatally exit on that workstation (to preserve data integrity). If this occurs, the workstation can be restarted once the backup is complete (or has at least passed the CAD directory). Until the backup is done with the CAD files, the CAD system will simply crash itself if it is prevented from writing to the files.

Note: If the workstation.ini file is customized on some machines, it may be worthwhile to back it up. Tiburon also recommends a backup of any non-distributed .ini files that are present. Reinstalling and connecting to the CAD system will restore everything else.

In addition to the Oracle or SQL database, the other item that must be backed up is the distribution directory on the CAD distribution Server (see the As-Built Documentation to identify the Software Distribution server for the CAD system). If the current distribution is lost, Tiburon can replace it; however, we cannot replace any site-customized .ini or .hlp files that were set for distribution.

CAD Operations During a Backup
The CAD system should not be shut down to perform backups. The individual CAD workstations continue operating while the backup is being performed. The database server also remains active and the database is available for queries and other transactions throughout the backup process.

Note: The CAD server may run slightly slower during backups. The only potential adverse effects are longer response times for history inquiries and synchronizing operations.

Database Backups – Oracle
Starting with Oracle Version 9i, Tiburon production database backup is performed using the Oracle Recovery Manager Tool (RMAN). Prior to Oracle 9i, the production database backup was performed using a Tiburon database backup script. Tiburon implements a hot backup scheme for the production database. This means that the production database can remain open and allow normal activity while the database is being backed up. It is important to note that the database hot backups are special backups and are only performed using special tools such as RMAN. Simply copying the database files while the database is open for normal operations using the operating system copy command is not appropriate, as such backup files are not useful for database recovery purposes.

The Tiburon Oracle hot backup is primarily a full disk backup of the production database. In addition to backup of the data files, this process also backs up the archive log (Journal) files. The backup is scheduled to run nightly. Upon backup completion, this process places the backed up database files in a dedicated backup directory. This backup directory is then copied to a Tape device as part of the Tiburon master backup. The availability of backups on disk considerably reduces the recovery time.

Tiburon will work with client to define the disk space requirements for database disk backups during the database sizing stage of the project.

Database Backups – SQL Server
Tiburon SQL Server 2000 production database backup is performed using SQL Server Enterprise Manger maintenance plans. Tiburon implements a hot backup scheme for production databases. This means the production database can remain open and allow normal activity while the database is being backed up. It is important to note that the database hot backups are special backups and are only performed using special tools such as SQL Server Enterprise Manager maintenance plans. Simply copying the database files while the database is open for normal operations using the operating system copy command is not appropriate as such backup files are not useful for database recovery purpose.

The Tiburon SQL Server hot backup is primarily a full disk backup of the production database. In addition to backing up the data files this process also backs up the Transaction logs for the production database. The backup is scheduled to run nightly. Upon backup completion, this process places the backed up database files in a dedicated backup directory. In addition to

backing up the Tiburon production database. Tiburon SQL Server backup also includes maintenance plans for performing disk backup of MASTER, MSDB and MODEL system databases. The backed up files for these databases are also placed in the dedicated backup directory. This backup directory is then copied to a Tape device as part of the Tiburon master backup. The availability of backups on disk considerably reduces the recovery time.

Tiburon will work with client to define the disk space requirements for database disk backups during the database sizing stage of the project.

RMS Backups

System Backup Requirements for RMS/Ti

These procedures do not address the requirements for backing up an Oracle or SQL Server database; the same procedures as described above for the CAD database files apply to the RMS database files.

On the RMS/Ti server there should be an "RMS_Ti" folder; within that folder are additional folders for the production (prd) and training (trn) systems. The components to be backed up from these directories are addressed below.

Firstly, under the production folder there should be at minimum three additional directories:

- Bin
- Datrms
- Dmp

Bin Directory

From the Bin Directory, only "RmsTiSystem.ini" and any other configuration files should be backed up. Other configuration files would include batch files used in place of the script files used in the UNIX environment. These are usually files called from within applications for FTPing or uploading either from or into the system, such as "Autocite.bat", "btpawn.parm" and "btcite.parm". It may be easier to determine what can be ignored by the backup in this directory: all executables (.exe), dynamic link libraries (.dll), COBOL-generated files (.gnt) and system tables (.tab). There are currently eight (8) additional shared memory files which should also be ignored; those files have names associated with the site and system settings outlined in the "RmsTiSystem.ini" configuration file. They will have names similar to the following:

{sitename}.Prd.commands	{sitename}.Prd.commands
{sitename}.Prd.fields	{sitename}.Prd.fields
{sitename}.Prd.master	{sitename}.Prd.master
{sitename}.Prd.MessageQueues.dat	{sitename}.Prd.MessageQueues.dat
{sitename}.MessageCount.dat	{sitename}.Prd.MessageCount.dat
{sitename}.system	{sitename}.Prd.system
{sitename}.Prd.uxappl1	{sitename}.Prd.uxappl1
{sitename}.Prd.uxiob	{sitename}.Prd.uxiob

Datrms Directory

From the Datrms directory, all files except SSF1.xfl should be backed up. However, these files should not be locked by the backup process.

Dmp Directory
As far as the operation of the system is concerned, nothing from the Dmp directory should be backed up, as these are all dynamic files that will be recreated when the system is restarted and contain no static data.

Next, under the training folder there should be at minimum five (5) additional directories:

- Bin
- Batch
- Datrms
- Dmp
- Tables

Bin, Datrms and Dmp Directories
From the Bin, Datrms and Dmp directories, the process should be the same as production above.

Batch Directory
Everything from the Batch directory should be backed up.

Tables Directory
Everything from the Tables directory should be backed up.

GUI Distribution
The As-Built Documentation should be reviewed to locate the server and folder name for the RMS distribution files. This folder should be added to the system backup of that server.

As mentioned earlier, use the same procedures as described under the CAD/Ti section for the backup if the Oracle or SQL server database files.

Tiburon CARS Directories
The Directory paths may differ slightly by name; however, the targeted files should not. Look for a Volume named "Programs" (normally the D: Volume). There are two directories that need to be backed up: TibCars, and TibCars Base.

GUI Distribution
Sometimes the CARS Server is used as the GUI Distribution for RMS and/or CAD workstation distribution. If your CARS server is also the GUI Distribution server, please include these distribution folders in the Daily Backups. These can normally be found under the D: (Program) Volume. These folder names should be RMS_Distrib, RMS_TI. If your CARS Server is also your Tiburon WEB Application server, please backup the RMS_WEB Directory which is normally found under the D: Volume. A review of the As-Built Documentation will identify the location of all distribution folders.

WebQuery Server

The WebQuery servers do not contain any user data, only the web page files. All user data is stored on the associated CAD, CARS or RMS server. However, the web page files should be backed up on a regular basis to simplify restoration of the server in the event of hardware failure or data loss. If any of the following folders are on the server they should be backup up: Inetpub, TibRoot, Tiburon, RMS_Web.

Tiburon Master Support Agreement
Exhibit 6
Back Up Schedule & Procedures

UNIX® System backups

The Tiburon UNIX systems require two types of backups; one for the Tiburon Application and database, and one for the operating system (OS).

The OS backup should occur monthly or when any major OS-related or password changes occur. The OS backup normally backs up just OS volume groups (Logical Volumes) and should be a Bootable Backup (normal place on a tape medium), and provide a complete OS system recovery in case of total equipment loss.

The Tiburon Application and database backup should encompass the Tiburon Application file systems, database files, and the output files of the Oracle database backup files, if applicable.

The two basic types of Tiburon Application files, CAD (Computer Aided Dispatch) and RMS (Records Management System), are copied to a magnetic media tape device along with the output from the Oracle backup procedures and the RMSDATA backup routines (if required).

The Log files used to review the completeness of the Tiburon backup utilities are normally stored in the UNIX System directory "/tmp/backup or /tmp/backuplogs". The RMS Application system's RMSDATA backup logs are stored in the "/{mount point}/{system type}/log" directory in text log files called "daily.*" The Oracle backup utility stores the Oracle output database files in the filesystem location of "/{mount point}/oracle/orabackup/{$ORACLE_SID}/, /{ mount point}/oracle/orabackup/{$ORACLE_SID }", or some variant of that naming convention

Depending on the magnetic tape device used to store the Tiburon backup data the Tiburon master backup utilities can vary in complexity. The master backup utilities should be launched daily from the system's crontab service.

If required, Tiburon will set up the backup process for each Tiburon Application and ensure functionality of the Tiburon-supplied backup scripts. Changes to those scripts shall only be made by Tiburon technical staff. Any changes requested by the Client shall be requested through the Tiburon Account Manager and/or the Tiburon "HEAT" system.

EXHIBIT 7
To
Master Support Agreement

WARRANTY & MAINTENANCE SUPPORT – GUIDELINES & OPTIONS

This Exhibit is attached to, incorporated into and forms part of the Master Support Agreement, dated _____, 200__, between the Client and Tiburon (herein referred to as the "Agreement"). Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

-- The Exhibit follows this cover page --

TIBURON®

A CompuDyne Company

Warranty & Maintenance Support - Guidelines & Options

Version 2.7

August 4, 2006

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Publication History:

Publication	Version	Date
Warranty & Maintenance Support Guidelines & Options	2.7	August 4, 2006
This document was printed on		**August 3, 2006**

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1. INTRODUCTION

This document provides a detailed description of the service programs currently available to Tiburon's warranty and maintenance clients covered under the Master Support Agreement (MSA). This document defines all standard and optional support programs, explains the procedures that clients must follow to take full advantage of the programs offered, and clarifies the client's and Tiburon's responsibilities.

As part of Tiburon's ongoing commitment to its clients, we provide a comprehensive and beneficial support services program. In response to client recommendations, we have refined our internal support methodology and augmented our technical support capabilities. As a result, we are pleased offer a variety of enhanced services to our clients under the Tiburon warranty and maintenance programs.

Tiburon's warranty and maintenance programs maximize the integrity of the client's system and minimize the potential for serious problems. The warranty and maintenance programs offer various levels of operational and technical support as well as provisions for Tiburon software upgrades.

THE SERVICE PROGRAMS AND THE TERMS AND CONDITIONS CONTAINED HEREIN ARE THOSE AVAILABLE AS OF THE DATE OF THIS DOCUMENT; HOWEVER, SUCH SERVICE OFFERINGS, TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

2. SYSTEM CUTOVER - WARRANTY/MAINTENANCE

At system cutover, the system transitions from the project phase to the warranty or maintenance programs. Leading up to this major milestone, Tiburon completes the warranty certification process and assigns an Account Manager to the client. The following sections describe these activities.

2.1 WARRANTY CERTIFICATION

Tiburon conducts an extensive internal warranty certification process before a project enters the warranty program. Warranty certification ensures that Client Support Center personnel are equipped with accurate, site-specific documentation, including contact information, dial-in and restart instructions, system specifications, and hardware/operating system and network schematics. Working together, Tiburon's assigned Project Manager and Account Manager verify the accuracy of the client data as entered in the Tiburon Client Support (TCS) system, based on FrontRange Solutions' HEAT® software. The TCS database stores all pertinent client system information, and enables Tiburon staff to provide the most consistent and timely support services possible. The TCS system is also available to on-call after-hours support staff, providing easy, secure access to the critical information necessary for after-hours support.

2.2 ACCOUNT MANAGEMENT

To ensure the highest level of client satisfaction during the warranty and maintenance programs, Tiburon assigns an Account Manager to each client to act as the primary liaison between the client and Tiburon. The Tiburon Account Manager is the client advocate and acts as a facilitator for client interaction with Tiburon. The Account Manager ensures that clients are aware of critical information distributed by the Client Support Center and informs clients of new technology available from Tiburon. The assignment of an Account Manager allows Tiburon to provide individual attention to each site, as we become involved in the day-to-day issues facing our clients. The Account Manager also facilitates client involvement in Tiburon programs such as user groups, focus groups and training programs.

3. THE CLIENT SUPPORT CENTER

Tiburon's Client Support Center (CSC) is dedicated to handling client support requests 24 hours a day, 7 days a week, including weekends and holidays. The CSC is responsible for all Technical Service Requests (TSRs) for warranty and maintenance clients. Once a system goes into production operation, the CSC is the central point of contact for all client needs. The CSC offers a consistent and focused approach to problem resolution, while providing accurate record-keeping and timely feedback to client inquiries.

3.1 SUPPORT GUIDELINES

Tiburon has established support guidelines that must be followed to ensure timely response and resolution to issues reported to the CSC. The guidelines include methods for contacting the CSC, prioritization of TSRs, and emergency after-hours assistance. Tiburon has established TSR reporting procedures for problem reporting and information requests, client-specific enhancement requests, and product enhancement submissions.

3.1.1 METHODS FOR CONTACTING THE CSC

Tiburon provides several method of contact for the CSC:

Method	Procedure
Telephone	Please use the following telephone numbers to contact the CSC: (877) 445-2110 (CSC toll free line) (925) 621-2720 (direct line) (510) 579-4609 (CSC backup cell phone) (510) 579-1714 (CSC backup cell phone #2) ***NOTE: All Priority 1 calls must be reported by phone to the CSC to ensure timely response to critical issues.***
Web Site	Clients can submit a Problem Report, Enhancement Request, Steering Committee issue or Request for Information via the Internet by connecting to http://www.tiburoninc.com/support/default.asp. and entering their unique client login and password. The CSC staff provides clients with the login and password required to access the client support system during regular business hours. Regular business hours are defined as 8:00 am to 5:30 pm in the client's time zone, Monday through Friday, excluding Tiburon holidays. TSRs submitted via the TCS Self Service link send updates to the TCS database in real-time mode. TSRs entered via TCS Self Service are reviewed and assigned within 24 hours of receipt, during regular business hours. If an email address is included with the issue submission, a confirming email with the TCS Call ID (used for tracking purposes) is sent to the submitting person. Current TSR status is available for review online at any time.
Email	Clients can submit TSRs to the CSC via email to support@tiburoninc.com. TSRs sent to the CSC via email are entered into the TCS system and receipt is confirmed by a follow-up e-mail message to the submitting person, which includes the TCS Call ID (used for tracking purposes). Email is processed during regular business hours.

Method	Procedure
Fax	Address faxes to Tiburon Client Support Center, and fax to: (925) 621-2795 Faxes are processed during regular business hours.
U.S. Mail	Mail TSRs to: Client Support Center Tiburon, Inc. 6200 Stoneridge Mall Road Suite 400 Pleasanton, CA 94588 TSRs received via U.S. Mail are processed during regular business hours.

3.1.2 PRIORITIZING TSRS

Clients should assign each TSR a priority code consistent with the definitions outlined below to ensure that the TSR receives the appropriate response and attention required. All TSRs are addressed according to their priority level.

NOTE: Tiburon staff may recommend a priority level other than that requested by the client, if the requested priority level does not meet the criteria defined below.

Priority Level	Category	Definition
Priority 1	Urgent	The entire system or a major component is down. Client cannot use system to continue operations. Impacts multiple users, halts or severely impacts critical operations, or database integrity is compromised. NOTE: FOR PRIORITY 1 ISSUES, CLIENTS MUST CONTACT THE CSC IMMEDIATELY BY TELEPHONE. DO NOT DELAY RESOLUTION BY SUBMITTING A PRIORITY 1 TSR BY WEB, EMAIL, FAX, OR U. S. MAIL.
Priority 2	High	A major component or function does not work properly. Impacts an individual or small group. Normal operations impaired, but can continue.
Priority 3	Standard	Impacts an individual or small group. Service can be delayed until a mutually established future time.
Priority 4	Information	Issue is informational or educational in nature. Enhancement requests and Steering Committee issues should be reported as Priority 4 TSRs.

Priority 1 TSRs reported during regular business hours are logged and assigned to a Tiburon technician for investigation and resolution. For clients and systems with 24 x 7 coverage, Priority 1 TSRs can be reported 24 hours a day, 7 days a week.

Clients and systems without 24 x 7 coverage can report issues via the Tiburon website, email or fax at any time. These requests are processed during regular business hours. Clients and systems without 24 x 7 coverage can contact the CSC by telephone during regular business hours to report a TSR.

TSRs for Priority 2, 3 and 4 requests are assigned to the applicable technical team for review, assessment, scheduling, and resolution. Regular TSR reviews between the client and the Project Manager or Account Manager allow Tiburon technicians to focus on problem resolution and improve TSR resolution time.

3.1.3 TECHNICAL SERVICE REQUEST - REPORTING PROCEDURES

All problems and enhancement requests for all systems used in a production environment must be reported to the CSC utilizing submission procedures described in this document. Whenever possible, supporting documentation or screen shots of examples should be provided when reporting problems. Following the proper reporting procedures will expedite the problem resolution process.

3.1.3.1 PROBLEM REPORTS AND INFORMATION REQUESTS

Once a client system is placed into productive use, clients report all known problems and functional questions to the CSC. The CSC logs, assigns, and addresses the issue as soon as possible. All TSRs are addressed according to their assigned priority. Once a TSR has been resolved, the client is contacted by telephone or email and advised that the call has been resolved. The client can either confirm resolution of the TSR at that time or request additional time to test the resolution of the TSR. If the client cannot be contacted, or if the client requests time to test the resolution of the problem, the TSR is placed in Test Request mode. TSRs placed in Test Request mode without any further information or activity for 30 days are closed automatically.

Tiburon occasionally provides clients new "builds" that contain fixes for one or more problem reports. Once a new build has been delivered to a client, the client has 60 days to test the new build in the training environment. All problems identified in the new build must be reported to the CSC as TSRs and must include a notation that the TSR was discovered as a result of testing a new build (including the build number). All new builds must be tested and moved into production within 60 days of receipt, unless there are unresolved critical operational problems in the new build that prevent this action. Failure to implement a functional new build in the production environment within 60 days of receipt may result in Tiburon's refusal to respond to a new problem report which has been resolved in the new build.

3.1.3.2 ENHANCEMENT REQUESTS

If a client would like to add a feature that will enhance their system, they can submit an enhancement request to the CSC. The CSC logs all enhancement requests in the TCS system. Once the request is entered in the TCS system, it is assigned to the client's Project Manager or Account Manager, who works with the client and Tiburon's Product Management staff) to define the requirements and develop a price quote for the work involved. The CSC and the Project Manager or Account Manager monitor the progress of the request from the date the request is entered to the issuance of a price quote. Tiburon's goal is to provide enhancement quotes to clients within 14 days for minor enhancement requests and within 30 days for more complex requests.

3.1.3.3 STEERING COMMITTEE ISSUES

Clients can submit a Steering Committee request for discussion and potential inclusion in Tiburon's baseline when they encounter a situation where a system change or additional feature would enhance the functionality of the system. Submitted Steering Committee requests are posted on Tiburon's website in the password protected area for client viewing.

3.2 EMERGENCY AFTER HOURS ASSISTANCE

Emergency assistance after regular business hours is subject to the following special condition:

24 x 7 support is standard for all CAD, Corrections systems (CMS, IMS and JMS), and Message Switch systems. Remote support for Priority 1 TSRs is provided at any time of the day. If a client selects the 24 x 7 service option for any other Tiburon applications, remote support for Priority 1 TSRs for those applications is also provided at any time of the day. If a client requests after hours support for an application without 24 x 7 coverage, support is subject to a call-out fee.

4. BASIC SUPPORT

4.1 CALL LOGGING – TIBURON CLIENT SUPPORT SYSTEM (TCS)

The Tiburon CSC uses HEAT® Call Logging software provided by FrontRange Solutions, Inc. This online database is referred to as the Tiburon Client Support System (TCS). The TCS system allows us to maintain a central repository of all product, project, maintenance, and enhancement activity. This software has been customized to meet the unique needs of Tiburon and its clients. The system tracks Technical Service Requests (TSRs) and provides a central repository to document each client's hardware, network configurations, product versions, support needs, and specific requirements. Working with the clients, the Project Managers and Account Managers periodically review and update the data stored in the TCS system. They also periodically validate key and primary contact names, titles, positions, addresses, telephone numbers and email addresses.

4.2 MONTHLY STATUS REPORTS

Each month, Tiburon sends warranty and maintenance clients Monthly Status Reports. Status reporting allows both the client and Tiburon to monitor all site activity and facilitates scheduling of future activity. The report covers the previous month's Technical Service Requests (TSRs) and enhancement activities. It is important that clients review these reports for accuracy. To ensure timely problem resolution, clients should inform the CSC immediately if any discrepancies are discovered.

Client Support announcements are often included in the Monthly Status Report mailings. Client Support announcements inform Tiburon clients of upcoming Tiburon holidays, Critical Product Notifications, Requests for Information, Upcoming Events, and other Tiburon news.

4.3 LEVEL 1 DATABASE ADMINISTRATION (DBA) SUPPORT

Level 1 DBA Support is a standard feature of Tiburon's Master Support Agreement (MSA). Level 1 DBA Support services include the creation of production and training databases to be used by the Tiburon applications for clients that do not have their own database administration (DBA) capabilities. Database services offered as part of the Level 1 DBA Support do not include preventive monitoring of the client's databases. The client's DBA is also responsible for periodic database backups, backup functionality monitoring, periodic database maintenance, and database recoveries in the event of disaster. During the project phase before "go live" Tiburon is available to assist with the database backup configuration. Thereafter, Tiburon will be available primarily for consultation to diagnosis/resolve database problems that are directly related to the Tiburon applications. Please refer to the Tiburon DBA Services document for further information.

4.4 LEVEL 1 SYSTEM ADMINISTRATION SUPPORT

Tiburon provides Level 1 System Administration (SA) Support as a standard feature of the Master Support Agreement (MSA). For clients who have qualified System Administrators, this plan provides the minimum assistance needed to ensure that operating systems, hardware, and networking function properly to support the Tiburon applications. Tiburon will provide support ranging from information-only, to applying minor changes (designation of minor change reserved to Tiburon), to providing resolution only for problems that may be encountered by supported Tiburon applications. Please refer to the Tiburon Systems Administration Support Services document for further information.

4.5 VERSION MANAGEMENT PROGRAM

The Version Management Program (VMP) provides Tiburon clients with ongoing product enhancements and new features as an integral component of Tiburon's Master Support Agreement (MSA).

Under the VMP, baseline clients are offered release updates to key Tiburon products. These updates include additional functionality, support for new releases of operating systems, relational databases and other third-party products, and, in many cases, the introduction of new technology. Client input through Steering Committees and Focus Groups drives the majority of these product updates.

While there are optional for-fee services, the majority of the costs for the VMP are included in the annual maintenance fee. There are situations where the release requires additional license fees, non-Tiburon product upgrades, additional equipment, or costs for migration for custom interfaces. These fees are extra cost items. As part of each new release, Tiburon advises clients on these matters.

The Version Management Program applies to selected versions of Tiburon baseline products. For full details of the Version Management Program, please refer to the current Version Management Program document.

4.6 TIBURON WEBSITE (WWW.TIBURONINC.COM)

The Tiburon website is a valuable client resource that provides convenient, around-the-clock access to information and special announcements about Tiburon's products and services. Many of the areas of this website are password protected. Clients can contact the CSC during regular business to obtain the login and password for your client site.

4.6.1 TCS SELF SERVICE

The TCS Self Service area of the website is password protected. All active Tiburon clients can access the TCS Self Service system via the Internet 24 x 7. Clients can view all open TSRs and all TSRs closed within the previous 30 days. TSRs are displayed in a list format, allowing the user to drill down and view all of the information on an individual TSR.

The website includes links where clients can complete the following tasks:

- Send additional information to the Client Support Center, such as a screen shot of the problem.
- Send the CSC a notice advising that a TSR can be closed.
- Generate a Crystal Report of all open TSRs and all TSRs that have been closed within the past seven days. This information can be exported to a client's computer and manipulated using Microsoft Excel.

4.6.2 CSC Discussion Forum

The password protected CSC Discussion Forum enables clients to post bulletin board messages that are viewable by all other Tiburon clients. Clients can also post replies to existing messages. Tiburon encourages all clients to participate in this valuable exchange of information.

4.7 Tiburon User Group

The Tiburon User Group provides an important vehicle for communicating with other users and Tiburon staff. Each year, Tiburon hosts a User Group conference, offering training sessions, presentations and product demonstrations. The annual conference enhances communication among users, introduces new products and product upgrades, and provides working sessions focused on specific areas of user interest. Each agency can send as many representatives to the annual conference as desired.

4.8 Product Steering Committees

Product Steering Committees allow Tiburon clients to participate in product development and direction for all major Tiburon applications. Each Product Steering Committee is composed of a chairperson elected by the Tiburon User Group, and up to five additional members selected by the chairperson. The Product Steering Committee members solicit input from Tiburon clients licensed for each product line, and compile suggested product changes to discuss at the annual Product Steering Committee meetings, which are held in the spring. A Tiburon product advocate and Tiburon product technical lead attend the annual Product Steering Committee meetings. Each session begins with a full demonstration of the current product version, followed by a discussion of potential changes and enhancements. As a result of these discussions, the Product Steering Committees determine which changes will be applied to the next product version.

Product Steering Committee information is accessible via the password protected area of Tiburon's website. Posted information includes annual Product Steering Committee Enhancement lists, as well as Product Steering Committee issues submitted by clients for discussion at the next annual Product Steering Committee meeting.

5. OPTIONAL SUPPORT PROGRAMS

Tiburon's Account Manager will work with the client to tailor support programs to the client's specific needs and develop associated pricing.

5.1 24 x 7 SUPPORT FOR ADDITIONAL TIBURON SYSTEMS

Clients can upgrade to 24 x 7 support for any Tiburon system at an additional cost per system. 24 x 7 support is standard for all Tiburon CAD, Corrections systems (CMS, IMS, and JMS), and Message Switch systems.

5.2 DATABASE ADMINISTRATION (DBA) SERVICES

Tiburon offers optional added-cost DBA service plans including Level 2, Level 3, or Incremental DBA Services on a time and materials basis. Please refer to the Tiburon DBA Services document for further information.

5.3 SYSTEM ADMINISTRATION SERVICES

Tiburon also offers optional added-cost SA service plans including: Level 2 Extended SA Services, Level 3 Extended SA Services, and Level 4 Incremental SA Services on a time-and materials basis. Please refer to the Tiburon Systems Administration Support Services document for further information.

EXHIBIT 8
To
Master Support Agreement

Systems Administration Support Services

This Exhibit is attached to, incorporated into and forms part of the Master Support Agreement, dated _____, 200__, between the Client and Tiburon (herein referred to as the "Agreement"). Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

-- The Exhibit follows this cover page --

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TIBURON®

A CompuDyne Company

Systems Administration Support Services

Version 4.0

August 4, 2006
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Publication History:

Publication	Version	Date
Tiburon, Inc. System Administration Support Services	4.0	August 4, 2006
CompuDyne – Public Safety & Justice, Inc. Systems Administration Support Services	3.0	February 9, 2006
CompuDyne – Public Safety & Justice, Inc. Systems Administration Support Services	2.0	October 12, 2005
CompuDyne – Public Safety & Justice, Inc. Systems Administration Support Services	1.0	April 28, 2005

This document was printed on **May 19, 2008**

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1. INTRODUCTION

System Administration (SA) is a set of periodic preventative maintenance practices which, performed properly, help ensure application uptime. System Administration tasks—focusing on hardware, operating systems, and networking—are as essential to the continued proper function of a system as application administration, and are generally more critical to ensure minimum system downtime.

SA tasks as performed by Tiburon, Inc. (Tiburon) focus on the following general areas:

- Hardware Support – configuration, updates, monitoring, maintenance, and diagnostics
- Operating System Support – configuration, updates, monitoring, maintenance, and diagnostics
- Networking – configuration, monitoring, and diagnostics
- Backups – configuration, maintenance, monitoring, and diagnostics

Routine System Administration addresses common problems that can threaten application uptime. For example:

- Filesystems may become full as applications or the operating system write to log files or create new files, preventing proper application and/or operating system function. Proper monitoring and appropriate action can ensure that filesystems do not become full prior to the point at which they impede application function.

- Changes made to system files such as /etc/hosts can adversely affect system function, leading in some cases to application outages. Proper monitoring and planning minimizes the impact of such changes.

- Unattended backup procedures can encounter problems that go unnoticed, jeopardizing the client's ability to recover either the operating system or application data in the event of hardware failure or data corruption. These problems can be discovered and remedied through regular review of the backup logs and periodic verification of the backup tape contents.

- As the system ages, firmware levels may be superseded to include support for new hardware and to improve support for existing hardware. Periodic review and upgrades can help prevent issues arising from out-of-date firmware.

- Operating system software may be superseded and require patching to fix software defects and to add additional functionality. Periodic review and upgrades may reduce risks associated with software defects and out-of-date operating system software.

While some SA tasks require only a basic familiarity with the operating systems, networking, hardware, and backups, many other tasks require formal training and experience, or at least a qualified System Administrator.

Tiburon offers Level 1 Systems Administration Services (described below) as a standard feature of the Master Support Agreement (MSA).

The Systems Administration services offered as part of the Level 1 SA Services are limited to a set of tasks that reasonably fall within Tiburon's purview, assuming that the client has system administration staff performing the tasks outlined in our SA Level 2 and higher offerings. For instance, Level 1 Services do not include proactive monitoring of client systems, firmware upgrades, system patching, hardware repair, or disaster recovery. Level 1 Services assume that the client is responsible for operating system and data backups and disaster recoveries. Even when the client assumes the primary SA role, Tiburon is available during normal business hours for backup planning and consulting for database- related problem diagnosis/resolution related to Tiburon applications.

Many of Tiburon's clients do not have access to the services of a qualified Systems Administrator. For these clients, Tiburon offers two optional extended support service plans to ensure that the client's systems integrity is maintained. These options provide essential SA services via remote access at a fraction of the cost associated with a dedicated full-time Systems Administrator.

The Level 2 SA Services option is designed for smaller systems that are less prone to encounter performance problems but which require regularly scheduled checking. This option provides for monthly monitoring of critical issues and limited performance maintenance.

The Level 3 SA Services option is designed for medium to large agencies, and provides monitoring for a greater quantity of servers, testing, limited analysis, and advanced tuning services.

The Level 4 SA Services option also offers a full range of SA services on a time-and-materials basis, as described below in Incremental SA Services.

2. LEVEL 1 – CLIENT STAFF-PROVIDED SA SERVICES

Level 1 SA Service is a standard feature of the Tiburon Master Support Agreement (MSA). For clients who have qualified System Administrators on their staff, this plan provides the minimum assistance needed to ensure that operating systems, hardware, and networking function properly to support the client's Tiburon applications. Tiburon will provide support ranging from information-only, to applying minor changes (as defined by Tiburon), to providing resolution only for problems as may be encountered by the supported Tiburon applications.

2.1 TIBURON RESPONSIBILITIES

- Coverage is provided during normal Tiburon business hours.
- After-hours coverage is only available to Level 1 clients as a billable item for the standard after-hours fee and the Time and Materials (T&M) support costs.
- Tiburon will work with the client's SA to assist with backup planning. Any Tiburon-provided backup scripts will include an explanation of the implementation methodology.
- Tiburon will assist the client's SA in setting up Tiburon-prepared automated database backup scripts.
- Tiburon will assist with restarting high availability cluster software after a crash only after the client's Systems Administrator has successfully restarted the operating system (please note high availability exclusions below).
- Tiburon will expand filesystem disk space allocations as required to resolve Tiburon application problem reports if and only if disk space is readily available (please note disk exclusions below).
- Operating system patches required for continued proper function of the Tiburon application(s).

2.2 TASKS OUTSIDE THE SCOPE OF LEVEL 1 SA SERVICES

- Installation and configuration of new hardware or disk reconfiguration.
- Installation of operating system, firmware, or database patches not explicitly required for the correct function of installed Tiburon application(s).
- OS/Firmware/hardware repair support.
- Travel to client site to remedy critical system errors.
- Reconfiguration or modification of high availability cluster software (HACMP, ServiceGuard Windows Cluster, other) to conform to client-driven network or hardware changes.
- Disaster Recovery assistance.

Disaster recovery is defined as follows:

- One or more installed Tiburon applications are inoperable because of problems outside the scope of the Covered Applications
- The problem causing the loss shall have caused total loss of application function and/or server function due to one or more of the following causes:
    - Network Failures
        - Switch failures
        - Router failures
        - Firewall issues
        - Standard cabling problems
        - Data circuit failures
    - Hardware repair (examples below), for servers only:

        - Complete system replacement
        - Disk replacement
        - NIC replacement
        - Mainboard replacement
        - Replacement of other component necessary to day-to-day operations
    - Software restoration, for servers only:
        - OS restoration to previously functional levels
        - Application restoration
        - Database restoration
    - Operating System reconfiguration
        - Any additional configuration files required to support required application function.
        - Operating system performance or parameter tuning
        - Configurable parameters and files containing configurable parameters

In the event that the client desires assistance for any of the tasks listed above, Tiburon offers services as described in Incremental SA Services Level 4 section of this document.

2.3 CLIENT RESPONSIBILITIES

- Provide Tiburon access to systems for problem diagnosis and resolution
- Provide hardware as required to enable system growth and maintain a high level of system performance
- Perform backups (tape swaps, backup log monitoring, tape drive cleaning)
- Initial failed hardware contact with hardware vendor unless the hardware maintenance is provided by Tiburon in accordance with the Master Support Agreement (MSA)
- Initial contact with Operating Systems vendor regarding patching OS if not related directly to Tiburon Application requirements
- Disk space allocation as required by the application and/or database
- Maintain Tiburon-provided backup scripts/software
- Perform recoveries in case of disaster, including but not limited to the following:
    - Mksysb/make_recovery restores (or other Bootable Operating System Restore Utility tapes)
    - Tar restores from tape (UNIX systems)
    - Veritas Backup Exec restores from tape (Windows systems)
- Provide qualified "hands-on" on-site expertise at the server/in the server room in the event that Tiburon application technical staff are unable to remotely connect to a crashed or otherwise impaired computer system.

3. LEVEL 2 – EXTENDED SA SERVICES

This optional plan augments the Level 1 SA Services and provides the minimum System Administration services required to ensure that servers and systems can continue to support Tiburon applications. It is best suited for small- to medium-size agencies that do not have a fully qualified System Administrator.

In addition to the Level 1 SA Services support tasks, the Level 2 SA Services plan provides monthly remote monitoring of server systems to help diagnose and repair problems before they have a detrimental effect on Tiburon application operations. Level 2 SA Services require that the client have a competent SA staff onsite to manage operating system, hardware, firmware, and networking issues; Tiburon's responsibility is to provide diagnostic and proactive monitoring rather than active intervention.

This proactive monitoring includes checking backup logs (if Tiburon database backups are used), server operating system error logs, analysis, and recommendations to remedy deficiencies for near-term storage needs, and identifying significant changes in system performance.

The Level 2 SA Services option also provides a monthly analysis report on backup status, disk utilization, and any other issues related to operating systems, hardware, or networking.

By providing essential System Administration monitoring and limited repair services on a remote basis, Tiburon can offer these professional services at a fraction of the cost of a dedicated, full-time qualified systems administrator. The standard plan includes support for all servers on a site, up to *n* servers.

3.1 TIBURON RESPONSIBILITIES

- Perform all Level 1 support tasks
- Provide Level 2 coverage during normal business hours
- Perform backup activities, as follows:
  - Prepare and maintain backup plan, outlining client responsibilities, tape scheduling and management, and tape drive service requirements
  - Set up and maintain automated backup scripts (if Tiburon backups are used). Client retains responsibility for managing tapes (swap, replace on annual schedule, maintain tape library sets).
  - If Tiburon backups are used, perform tape recovery procedures, or assist the client System Administrator as needed to restore files from tape if lost or damaged.
  - Monitor backup logs monthly (if Tiburon backups are used)
  - Perform annual verification of backup tape contents
- Operating systems, hardware and networking assistance, as follows;
  - Assist with diagnosis of failed hardware affecting Tiburon application function
  - Assist with diagnosis of operating system issues affecting Tiburon application function
  - Assist with networking issues affecting Tiburon application function

3.2 Tasks Outside the Scope of Level 2 SA Services

- Disaster Recovery services
- Installation of operating system, firmware, or database patches not explicitly required for the correct function of the Tiburon application
- Operating System/firmware/hardware repair support – primary support responsibility for these items shall remain with client, and Tiburon shall facilitate
- Travel to client site to remedy critical system errors, except at Tiburon's discretion
- Reconfiguration or modification of high availability cluster software (HACMP, ServiceGuard Windows Cluster, other) to conform to client-driven network or hardware changes.

3.3 Client Responsibilities

- Provide Tiburon access to systems for problem diagnosis and resolution
- Provide hardware as required to enable system growth
- Perform backups (tape swaps, backup log monitoring, tape drive cleaning)
- Initial failed hardware contact with hardware vendor
- Perform recoveries in case of disaster, including but not limited to the following:
  - Mksysb restores (Or other Bootable Operating System Restore Utility tapes)
  - Recovery from tape
- Provide qualified on-site expertise at the server/in the server room in the event that Tiburon is unable to remotely connect to a crashed computer system

4. LEVEL 3 – EXTENDED SA SERVICES

This optional plan provides more frequent and extensive administrative services to better address the needs of medium to large agencies that do not have their own SA. The Extended SA plan provides all the services of Level 2 on a 24/7 basis. Like Level 2, this plan proactively monitors hardware and error logs, storage needs, and system performance. A report on backup status, filesystem growth, and any problems identified is provided monthly.

These System Administration services are performed via remote access as specified by contract between the client and Tiburon for an average of three days per month. The standard plan includes support for up to three databases, each supporting up to five agencies. For clients with more systems or agencies, Tiburon can design a customized plan.

4.1 TIBURON RESPONSIBILITIES

- Provide all Level 1 and Level 2 support tasks
- Provide 24/7 support
- Perform backup activities, as follows:
  - Prepare and maintain backup plan, outlining client responsibilities, tape scheduling and management, and tape drive service requirements in concert with the Tiburon DBA team
  - Set up and maintain automated backup scripts (if Tiburon backups are used)
  - If Tiburon backups are used, perform tape recovery procedures, or assist the client System Administrator as needed to restore files from tape if lost or damaged.
  - Monitor backup logs monthly (if Tiburon backups are used)
  - Verify backup tape contents annually
- Perform problem diagnosis and resolution on operating systems, hardware and networking. This does not include disaster recovery services, but is limited to the following (in service of the installed Tiburon applications only):
  - Disk allocation changes
  - File changes (hosts, other)
  - Network analysis in service of Tiburon application(s)
  - Maintain system accounts and passwords
- Provide annual performance analysis, report, and adjustments to system performance parameters as required.
- Perform monthly review of hardware and operating system on named services and produce a written report on the results of the review.

4.2 TASKS OUTSIDE THE SCOPE OF LEVEL 3 SA SERVICES

- Standalone Disaster Recovery services
- Installation of operating system, firmware, or database patches not explicitly required for the correct function of the Tiburon application
- Operating System/firmware/hardware repair support
- Travel to client site to remedy critical system errors
- Reconfiguration or modification of high availability cluster software (HACMP, ServiceGuard Windows Cluster, other) to conform to client-driven network or hardware changes.
- IP address changes

4.3 Client Responsibilities

- Provide Tiburon access to database for problem diagnoses and resolution
- Load and manage backup tapes per the backup plan and during recovery
- Furnish hardware required for database growth
- Provide qualified on-site expertise in the event that Tiburon is unable to remotely connect to a crashed computer system

5. LEVEL 4 – INCREMENTAL SA SERVICES

In addition to the packaged service plans, Tiburon offers a full range of Systems Administration services on a fixed-price basis. These can be used as needed at any time to augment any of the packaged plans. For example, this option is ideal for clients with Level 1 or Level 2 SA Services who require an operating system patch set or operating system upgrade after an extended period of operation.

Tiburon-provided Incremental SA Services can include, but are not limited to:

- 24/7 coverage on a time-and-materials basis, plus the standard after hours call-out fee for calls received outside of normal support hours
- Any service offered in Level 2 and Level 3 (e.g., services one or more levels above purchased level)
- Growth planning, anticipating future storage, memory and CPU requirements
- Security monitoring and auditing, controlling access, reviewing published security alerts, applying security patches
- User account and access rights administration (beyond the Tiburon standard accounts)
- Non-Tiburon (i.e., third-party) software version upgrade, subject to approval by Tiburon application engineering staff
- System license compliance review
- Reconfiguration of backup scripts to accommodate or re-optimize performance and paths following hardware upgrades or changes (provided that this does not violate existing agreements with the third-party vendors)
- Assistance writing scripts requested by Client System Administration staff for monitoring performance (includes email scripts)
- Hardware recoveries, especially those requiring onsite support from Tiburon
- Data restores required as the result of user error
- Disaster recovery support, including the following:
  - Hardware replacement (client must maintain hardware support contract with hardware vendor)
  - Restoration from backup tapes:
    - If this requires OS restoration (from mksysb or make_recovery, or from Windows utilities doing the same), this task shall be automatically construed as onsite work, and the client shall be liable for all travel costs to and from client site for the duration of the restoration.
    - If this task does not require restoring the operating system as well as application data, then it shall be Tiburon's discretion whether the work shall be performed remotely or at the client site.
  - Other SSG tasks required to bring client's computer system to the point where Tiburon application function can be restored. This point specifically excludes items out of Tiburon scope:
    - Network configuration
    - Hardware ordering
    - Hardware assembly (e.g., vendor representatives must do this)
    - Automatic onsite time (before traveling to client site, Tiburon and client will establish a mutually agreed to billing rate for Tiburon onsite time)

EXHIBIT 9
To
Master Support Agreement

DBA SERVICES

This Exhibit is attached to, incorporated into and forms part of the Master Support Agreement, dated _____, 200__, between the Client and Tiburon (herein referred to as the "Agreement"). Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein. In the event of conflict between the terms and conditions set forth herein and those set forth in the Agreement, the terms and conditions set forth in the Agreement shall prevail.

-- The Exhibit follows this cover page --

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TIBURON®

A CompuDyne Company

Database Administration (DBA) Services

Version 4.0

August 4, 2006

Tiburon, Inc.
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Tiburon, Inc

Notices:

New publications incorporate all updates issued since the previous publication. Update packages, issued between publications, contain additional and/or replacement pages which should be merged into the most recent publication of the guide.

Tiburon, Inc. reserves the right to alter or improve the equipment, software and/or specifications detailed in this document at any time and without any notice.

The information detailed in this documentation could contain technical or typographical errors. Tiburon, Inc. waives any responsibilities incurred by anyone outside the company for labor or material cost as a result of using this document. Tiburon, Inc. shall not be held liable for any damages including, but not limited to, consequential, incidental special damages or loss of profits as a result or in connection with this document or its use.

While every effort has been made to prepare an accurate, thorough and error-free document, your comments and suggestions regarding improvements to this user's manual are appreciated.

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Publication History:

Publication	Version	Date
Database Administration Services	1.0	
Database Administration Services	2.0	July 15, 2005
Database Administration Services	3.0	March 20, 2006
Database Administration Services	4.0	August 4, 2006
This document was printed on		**May 19, 2008**

Tiburon, Inc

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1. INTRODUCTION

Periodic database administration is necessary to ensure data reliability and safety in case of a disaster. Tiburon, Inc. (Tiburon) offers three levels of database administration (DBA) service to help our clients administer the databases used by our products. The service plans range from assisting clients who have their own Database Administrator to performing all required DBA functions for the client. In each plan, our goals are the same: to ensure the safety of your data, and to provide stable, reliable operation of the database.

Routine administration addresses common problems that can threaten database integrity, for example:

- As the database grows, it may exceed the capacity of one of the various database files. If this occurs, data entry is interrupted until the condition is fixed.
- The development of new reports or changes in usage of existing reports and modules can adversely affect database performance. Proper monitoring and planning minimizes the impact of such changes.
- Unattended backup procedures can encounter problems that go unnoticed, jeopardizing your ability to recover the database in an emergency. A routine review of the backup logs and periodic verification of the backup tape contents ensures that these problems are discovered and remedied.
- As the database grows, the organization of storage structures may become less efficient. To maintain optimum performance levels, tables and indexes may need periodic rebuilding.
- The database software may need periodic upgrades/patching to fix any issues with the database software version.

While some database administrative tasks require a degree of familiarity with the RDBMS, others require formal training and/or experience or a qualified DBA.

The Level 1 DBA Service described below is a standard feature of the Tiburon Master Support Agreement (MSA).

Level 1 DBA Service involves the creation of production and training databases to be used by Tiburon applications for clients that do not have their own database administrator (DBA). Database services offered as part of the Level 1 DBA Service are limited: they do not include preventive monitoring of the client's databases. Level 1 DBA Service also requires that the client perform periodic database backups, backup functionality monitoring, periodic database maintenance and database recoveries in the event of disaster. During the project phase, before go-live, Tiburon is available to assist with configuration of the database backups. Thereafter, Tiburon is available primarily for consultation to diagnose/resolve database problems that are directly related to the Tiburon applications.

For clients that do not have access to the services of qualified DBA personnel, Tiburon offers its optional added-cost DBA service plans: Level 2 Client DBA Support, Level 3 Client DBA Support, and Client DBA Support on a time-and materials basis. These options provide the essential DBA services via dial-in access, at a fraction of the cost associated with a dedicated full-time DBA. Level 2 DBA Service is designed for small- to medium-size databases that grow at a slower rate and are unlikely to encounter performance problems. It provides for monthly monitoring of critical issues and limited performance maintenance. Level 3 DBA Service is designed for medium- to large-size databases, and provides more frequent monitoring, recovery testing, and advanced tuning services.

2. LEVEL 1 – CLIENT'S DBA SUPPORT

Level 1 Service is a standard feature of the Tiburon Master Support Agreement (MSA). For clients with their own DBA, this plan provides the support needed to ensure that the database supports their Tiburon applications. Tiburon will provide support ranging from providing information only to making database changes to fix only the problems encountered by the Tiburon applications.

2.1 TIBURON RESPONSIBILITIES

- If required, work with client's DBA on production database backup planning
- If required, work with client's DBA to provide assistance in setting up Tiburon prepared automated database backup scripts
- Problem diagnosis and resolution on an 8x5 basis (24x7 coverage is optional) for database issues related to Tiburon applications, in accordance with the Master Support Agreement (MSA)
- Expand database disk space allocations as required to resolve Tiburon application problem reports
- Consultation as needed on Tiburon application database requirements

2.2 CLIENT RESPONSIBILITIES

- Provide Tiburon access to database for problem diagnosis and resolution
- Perform routine database monitoring and extensions of storage allocations
- Reorganize indexes and tables as required to maintain performance levels
- Perform all database performance analysis and tuning
- Provide required hardware for database growth
- Performing actual database backups and recoveries in case of disaster

3. LEVEL 2 – BASIC DBA SERVICES

This optional plan provides the minimum database administration services required to ensure the safety of your agency's data and uninterrupted operation of the database. It is best suited to small- to medium-size agencies that do not have their own DBA.

In addition to the services provided in Level 1, the Basic DBA plan provides monthly dial-in monitoring of critical database issues. This proactive monitoring includes checking backup logs (if Tiburon database backups are used), database error logs, analyzing and addressing near-term storage needs, and identifying significant changes in database performance. A monthly report on backup status, database growth, and any problems identified is also provided. In addition, this plan provides for periodic rebuilding of indexes and tables.

By providing the essential DBA services on a dial-in basis, for an average of one day per month, Tiburon can offer these services at a fraction of the cost of a dedicated, full-time DBA.

This plan also provides the option for Tiburon to configure and maintain database backup scripts and perform recovery in case a disaster strikes, as long as Tiburon database backups are used.

3.1 TIBURON RESPONSIBILITIES

- Prepare and maintain production database backup plan outlining client's responsibilities, tape scheduling and management, and tape drive service requirements
- Set up and maintain automated backup scripts, if Tiburon database backups are used
- If Tiburon database backups are used, perform database recovery procedures, or assist only the client's DBA as needed to restore the database if lost or damaged
- Monitor backup logs monthly, if Tiburon database backups are used
- Examine backup tapes periodically
- Perform problem diagnosis and resolution on a 24x7 basis
- Monitor database disk storage growth monthly (tablespace, extents, filesystems, archives, redo, temp, rbs)
- Expand disk space allocations as required (tablespace, filesystems, archives, redo, temp, rbs)
- Monthly monitoring and purging of database alert log and trace files for potential problems
- Monthly monitoring of inter-database processes for potential problems (replication, two-phase commits) if applicable.
- Monthly monitoring of database performance for significant changes and identify problem applications and SQL statements
- Maintain database system accounts and passwords

- Annually rebuild indexes. This task could require database downtime
- Annually reorganize/defragment heavily updated tables, if fragmented. This task could require database downtime.
- Perform database software version upgrades, if needed

3.2 CLIENT RESPONSIBILITIES

- Provide Tiburon access to database for problem diagnosis and resolution
- Load and manage backup tapes per backup plan and during recovery
- Perform periodic performance tuning, if needed
- Provide hardware required for database growth

4. LEVEL 3 – FULL DBA SERVICES

This optional plan provides more frequent and extensive administrative services to better address the needs of medium to large agencies that do not have their own DBA. The Full DBA Services plan provides all the services of Level 2 on a bi-weekly basis, plus extensive recovery testing and database tuning. Like Level 2, this plan proactively monitors backup logs, database error logs, storage needs, and database performance. Indexes and tables are rebuilt more frequently, and the plan covers more of them. In addition, a report on backup status, database growth, and any problems identified is provided bi-weekly.

These DBA services are performed via dial-in access for an average of three days per month.

4.1 TIBURON RESPONSIBILITIES

- Prepare and maintain production database backup plan
- Set up and maintain automated backup scripts
- If Tiburon database backups are used, perform database recovery procedures, or assist only client's DBA as needed to restore the database if lost or damaged
- Bi-weekly monitoring of backup logs
- Examine of backup tapes monthly
- Periodic database recovery testing for verification of backups validity
- Problem diagnosis and resolution on a 24x7 basis
- Weekly monitoring of database disk storage growth (tablespace, extents, filesystems, archives, redo, temp, rbs)
- Expand disk space allocations as required (tablespace, filesystems, archives, redo, temp, rbs)
- Bi-weekly monitoring and purging of database alert log and trace files for potential problems
- Bi-weekly monitoring of inter-database processes for potential problems (replication, two-phase commits)
- Bi-weekly monitoring of database performance for significant changes; identification of problem applications and SQL statements
- Maintain database system accounts and passwords
- Rebuild indexes every 6 months. This task could require downtime.
- Perform database software version upgrades, if needed
- Quarterly reorganization/defragmenting of heavily updated tables, if fragmented. This task could require database downtime.

- Annual performance analysis, report, and adjustments to database performance parameters as required

4.2 CLIENT RESPONSIBILITIES

- Provide database access to Tiburon for problem diagnoses and resolution
- Loading and managing backup tapes to the backup plan and during recovery
- Hardware required for database growth
- Provide hardware resources required for database recovery test

5. INCREMENTAL DBA SERVICES

In addition to the packaged service plans, Tiburon offers a full range of DBA services on a time-and-materials basis. These can be used at any time to augment any of the packaged plans, should the need arise. For example, this option is ideal for Level 1 or Level 2 clients that need a database tune-up after an extended period of operation.

Incremental DBA services may include, but are not limited to:

- Any service offered in Level 2 and Level 3
- Growth planning, anticipating future storage, memory and CPU requirements
- Security monitoring and auditing, controlling access, reviewing published security alerts, applying security patches
- Database user account and access rights administration (beyond the Tiburon standard accounts)
- Database software version upgrade services
- Database license compliance monitoring
- Reconfiguring the database and backup scripts to accommodate or re-optimize performance following hardware upgrades or changes, provided that this does not violate existing agreements with the non-Tiburon vendor
- Assistance analyzing and redesigning problem non-Tiburon SQL statements
- Adding indexes and changing database structure to improve performance of non-Tiburon SQL statements or overall system throughput
- Record-level data restores from user error, such as mistakenly deleted records, if Tiburon database backups are used

RESOLUTION NO. 2008-344

A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO, CALIFORNIA, AUTHORIZING THE PURCHASE OF A FIRE RECORDS MANAGEMENT SOFTWARE SYSTEM FROM TIBURON, INC. WITHOUT ADVERTISED COMPETITIVE BIDDING.

WHEREAS, the City of Fresno Fire Department ("Department"), must utilize a records management system to report fire incident data to both the Federal and State governments in their respective required formats to help with fire prevention planning, funding and resource allocation; and

WHEREAS, the current records management system utilized by the Department is not sufficient to meet current and future departmental data collection and reporting needs; and

WHEREAS, the Department requires implementation of a fully developed records management software system that can handle the volume of activity and complexity of data for a major metropolitan fire department and has been in full production and in use by a comparable department for a minimum of two years; and

WHEREAS, the Department requires that the system must be capable of maintaining and properly reporting the Department's training records to the California Joint Apprenticeship Committee which is a pre-requisite for receipt by City of certain revenues; and

WHEREAS, the Department further requires that the system include an interface with the Computer-Aided Dispatch (CAD) system; personnel management information including hiring, promotion, training and certifications history; fire inspection and investigation data; asset and equipment maintenance management and history; fire hydrant management; fire permits and preplan data; and fire station log and day book detail for time and activity tracking; and

WHEREAS, for operational efficiency, the Department requires that all such information and data be maintained in a single database which is easily accessible for data entry, ad-hoc reporting and analysis purposes; and

WHEREAS, for continuity of reporting, the Department requires that the system be compatible with the Department's older records management system, currently maintaining historical data, for the extraction of the historical data onto such single database with the other information; and

WHEREAS, after investigation by the Department and review by the Purchasing Manager, it has been determined that only the "Tiburon FireRECORDS" fire records

Adopted 12/16/08
Approved 12/23/08
Effective 12/23/08

management software system and subsystems including the NFIRS Reporting 5.0, Personnel, Day Book, Report Manager, CAD Interface, Training, Prevention, Hydrant and Asset Management modules; user set-up, reporting and field user training; 70 workstation licenses; project management and support services (hereinafter collectively referred to as "Tiburon FireRECORDS and Subsystems") meets all such requirements and is available only from Tiburon, Inc., a Virginia corporation; and

WHEREAS, the Purchasing Manager represents that the cost of the Tiburon FireRECORDS and Subsystems, including sales tax and freight will not exceed $181,455.00; and

WHEREAS, City of Fresno Charter Section 1208 requires advertised competitive bidding for materials, supplies and equipment involving the expenditure of City monies in excess of $119,000, unless Council determines that the work to be done or the goods to be supplied can only be provided by one source, and the purchase is authorized by resolution of the Council containing a declaration of the facts constituting the sole source.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Fresno as follows:

a. The Council has received and considered the report and recommendations of City staff.

b. The purchase of the Tiburon FireRECORDS and Subsystems is necessary, because it is the only fully developed software system in production for at least two years with the capability of extracting the Department's historical data for maintenance on the system's database, and that includes station log or day book for time and activity tracking, and reporting capability to the California Joint Apprenticeship Committee of the Department's training records.

c. The Tiburon FireRECORDS and Subsystems is only available from a single source, Tiburon, Inc.

d. Advertised competitive bidding for Tiburon FireRECORDS and Subsystems is suspended under the sole source exception.

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e. The Fire Chief of the Department is authorized to enter into a contract for the purchase of Tiburon FireRECORDS and Subsystems, from Tiburon, Inc., at a total cost, including sales tax and freight, not to exceed $181,455.00, which is the amount of the funds appropriated for this purchase.

CLERK'S CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss.
CITY OF FRESNO)

I, REBECCA E. KLISCH, City Clerk of the City of Fresno, certify that the foregoing resolution was adopted by the Council of the City of Fresno, at a regular meeting held on the 16th day of December, 2008.

AYES	:	Calhoun, Caprioglio, Dages, Duncan, Perea, Sterling, Xiong
NOES	:	None
ABSENT	:	None
ABSTAIN	:	None

Mayor Approval: December 23, 2008

Mayor Approval/No Return: N/A, 2008

Mayor Veto: N/A, 2008

Council Override Vote: N/A, 2008

REBECCA E. KLISCH
City Clerk

BY: Rebecca E. Klisch
~~Deputy~~

APPROVED AS TO FORM:
JAMES C. SANCHEZ
City Attorney

BY: Nancy A. Algier 12-4-08
Nancy A. Algier Date
Senior Deputy

FRESNO CITY FIRE DEPARTMENT
COMPARISON CHART

FIRE RECORDS MANAGEMENT SYSTEM		
	Emergency Technologies, Inc.	Tiburon
Administrative Desktop functions	Yes	Yes
NFIRS 5.0 Fire Incident Reporting	Yes	Yes
NFIRS 5.0 Data Export to the State Fire Marshal's Office	Yes	Yes
Fire Investigations	Yes	Yes
Fire Inspections	Yes	Yes
Building Systems Inspections	Yes	Yes
Training	Yes	Yes
Personnel	Yes	Yes
Security	Yes	Yes
Permits	Yes	Yes
Fire Preplans	Yes	Yes
Hydrants	Yes	Yes
Equipment	Yes	Yes
Station Log / Day Book	No (Development Planned for 2008)	Yes
Exposure Log	Yes	Yes
Crystal Viewer for Crystal Reports	Yes	Yes
Crystal View Administrator	Yes	Yes
Master Locations	Yes	Yes
Master Names	Yes	Yes
CAD Access	Yes	Yes
Shift Scheduling	Yes	Yes
Audit Log	Yes	Yes
Visual Fire Mobile	Yes	Yes
Mobile CAD Access	Yes	Yes
Ability to Upgrade/Compatible with existing Tiburon records management system	No (development of interfaces and conversion of data effort)	Yes
California Joint Apprentice Committee Reporting (for recording of firefighter training for reimbursement)	No (CJAC Reporting in development)	Yes

December 17, 2008

Council Adoption: 12/16/08
Mayor Approval:
Mayor Veto:
Override Request:

TO: MAYOR ALAN AUTRY

RECEIVED
REK
2008 DEC 23 PM 4:29
CITY CLERK, FRESNO CA

FROM: REBECCA E. KLISCH
City Clerk

SUBJECT: TRANSMITTAL OF COUNCIL ACTION FOR APPROVAL OR VETO

At the Council meeting of 12/16/08, Council adopted the attached Resolution No. 2008-344 entitled **Authorizing purchase of Tiburon Firerecords Software/Subsystems to upgrade system w/out advertised competitive bidding, $181,455**, Item No. **1K**, by the following vote:

Ayes	:	Calhoun, Caprioglio, Dages, Duncan, Perea, Sterling, Xiong
Noes	:	None
Absent	:	None
Abstain	:	None

Please indicate either your formal approval or veto by completing the following sections and executing and dating your action. Please file the completed memo with the Clerk's office on or before December 29, 2008. In computing the ten day period required by Charter, the first day has been excluded and the tenth day has been included unless the 10th day is a Saturday, Sunday, or holiday, in which case it has also been excluded. Failure to file this memo with the Clerk's office within the required time limit shall constitute approval of the ordinance, resolution or action, and it shall take effect without the Mayor's signed approval.

Thank you.

****

APPROVED:

VETOED for the following reasons: (Written objections are required by Charter; attach additional sheets if necessary.)

Alan Autry, Mayor

Date: 12/23/08

COUNCIL OVERRIDE ACTION:

Date:

Ayes	:	
Noes	:	
Absent	:	
Abstain	:	