

**City and County of San Francisco  
Office of Contract Administration  
Purchasing Division**

**First Amendment**

THIS FIRST AMENDMENT (“First Amendment”) to the Agreement entered into by and between Tiburon, Inc. (“Contractor”), and the City and County of San Francisco (“City”), acting by and through its Director of the Office of Contract Administration, dated June 29, 2012 (“Agreement”), is effective as of October 30, 2019. Except as modified herein, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this First Amendment and the Agreement, the terms of this First Amendment shall control. For convenience, Contractor and City are sometimes collectively referred to as “Parties”.

**Recitals**

WHEREAS, City and Contractor have entered into the Agreement for the joint implementation of a Computer Aided Dispatch System (“CAD”) and Fire Station Alerting System (“FAS”) for the City; and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the maintenance and support services period, increase the contract amount, revise Exhibit D, revise Exhibit H, update standard contractual clauses; and

WHEREAS, the Agreement was awarded to Contractor based on a sole source procurement request which was approved on March 13, 2012 and this modification is consistent therewith; and

WHEREAS, a sole source procurement request was approved for this Amendment on August 16, 2019; and

WHEREAS, the City’s Board of Supervisors approved this Amendment by Resolution 190981 on October 29, 2019;

NOW, THEREFORE, Contractor and the City agree as follows:

**Article 1      Definitions**

The following definitions shall apply to this Amendment:

1.1 **Other Terms.** Terms used and not defined in this First Amendment shall have the meanings assigned to such terms in the Agreement.

## **Article 2 Modifications to the Agreement.**

The Agreement is hereby modified as follows:

2.1 **Definitions.** *The following is hereby added to the Agreement as a Definition in Section 1:*

“**Confidential Information**” means confidential City information including, but not limited to, personally-identifiable information (“PII”), protected health information (“PHI”), or individual financial information (collectively, “Proprietary or Confidential Information”) that is subject to local, state or federal laws restricting the use and disclosure of such information, including, but not limited to, Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 et seq.); the California Confidentiality of Medical Information Act (Civil Code § 56 et seq.); the federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2)); the privacy and information security aspects of the Administrative Simplification provisions of the federal Health Insurance Portability and Accountability Act (45 CFR Part 160 and Subparts A, C, and E of part 164); and San Francisco Administrative Code Chapter 12M (Chapter 12M).”

2.2 **Management of Private, Proprietary or Confidential Information and City Data.** *The following hereby deletes and replaces in their entirety Sections 28 and 29 of the Agreement:*

**“28. Management of Private, Proprietary or Confidential Information and City Data.**

a. **Protection of Private Information.** If this Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Agreement and only as necessary in performing the Services. Contractor is subject to the enforcement and penalty provisions in Chapter 12M.

b. **Confidential Information.** In the performance of Services, Contractor may have access to City's proprietary or Confidential Information, the disclosure of which to third parties may damage City. If City discloses proprietary or Confidential Information to Contractor, such information must be held by Contractor in confidence and used only in performing the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary or Confidential Information.

c. **Access to City Data.** City shall at all times have access to and control of all data given to Contractor by City in the performance of this Agreement (“City Data” or “Data”), and shall be able to retrieve it in a readable format, in electronic form and/or print, at any time, at no additional cost.

d. **Use of City Data and Confidential Information.** Contractor agrees to hold City's Confidential Information received from or created on behalf of the City in strictest confidence. Contractor shall not use or disclose City's Data or Confidential Information except as permitted or required by the Agreement or as otherwise authorized in writing by the City. Any work using, or sharing or storage of, City's Confidential Information outside the United States is subject to prior written authorization by the City. Access to City's Confidential Information must be strictly controlled and limited to Contractor's staff assigned to this project on a need-to-know basis only. Contractor is provided a limited non-exclusive license to use the City Data or Confidential Information solely for performing its obligations under the Agreement and not for Contractor's own purposes or later use. Nothing herein shall be construed to confer any license or right to the City Data or Confidential Information, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third-party. Unauthorized use of City Data or Confidential Information by Contractor, subcontractors or other third-parties is prohibited. For purpose of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for commercial purposes, advertising or advertising-related purposes, or for any purpose other than security or service delivery analysis that is not explicitly authorized.

e. **Disposition of Confidential Information.** Upon termination of Agreement or request of City, Contractor shall within forty-eight (48) hours return all Confidential Information which includes all original media. Once Contractor has received written confirmation from City that Confidential Information has been successfully transferred to City, Contractor shall within ten (10) business days purge all Confidential Information from its servers, any hosted environment Contractor has used in performance of this Agreement, work stations that were used to process the data or for production of the data, and any other work files stored by Contractor in whatever medium. Contractor shall provide City with written certification that such purge occurred within five (5) business days of the purge.

f. **Notification of Legal Requests.** Contractor shall immediately notify City upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data given to Contractor by City in the performance of this Agreement ("City Data" or "Data"), or which in any way might reasonably require access to City's Data, and in no event later than 24 hours after it receives the request. Contractor shall not respond to Legal Requests related to City without first notifying City other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement. Contractor shall retain and preserve City Data in accordance with the City's instruction and requests, including, without limitation, any retention schedules and/or litigation hold orders provided by the City to Contractor, independent of where the City Data is stored.

29. **Reserved."**

2.3 **Assignment.** *The following hereby deletes and replaces Section 35 of the Agreement in its entirety:*

“35. **Assignment.** The Services to be performed by Contractor are personal in character. Neither this Agreement, nor any duties or obligations hereunder, may be directly or indirectly assigned, novated, hypothecated, transferred, or delegated by Contractor, or, where the Contractor is a joint venture, a joint venture partner, (collectively referred to as an “Assignment”) unless first approved by City by written instrument executed and approved in the same manner as this Agreement in accordance with the Administrative Code. The City’s approval of any such Assignment is subject to the Contractor demonstrating to City’s reasonable satisfaction that the proposed transferee is: (i) reputable and capable, financially and otherwise, of performing each of Contractor’s obligations under this Agreement and any other documents to be assigned, (ii) not forbidden by applicable law from transacting business or entering into contracts with City; and (iii) subject to the jurisdiction of the courts of the State of California. A change of ownership or control of Contractor or a sale or transfer of substantially all of the assets of Contractor shall be deemed an Assignment for purposes of this Agreement. Contractor shall immediately notify City about any Assignment. Any purported Assignment made in violation of this provision shall be null and void.”

2.4 **Withholding.** *The following is hereby added to Section 6.c of the Agreement:*

“5. **Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.”

2.5 **Consideration of Salary History.** *The following is hereby added as Section 64 of the Agreement:*

“64. **Consideration of Salary History.** Contractor shall comply with San Francisco Administrative Code Chapter 12K, the Consideration of Salary History Ordinance or "Pay Parity Act." Contractor is prohibited from considering current or past salary of an applicant in determining whether to hire the applicant or what salary to offer the applicant to the extent that such applicant is applying for employment to be performed on this Agreement or in furtherance of this Agreement, and whose application, in whole or part, will be solicited, received, processed or considered, whether or not through an interview, in the City or on City property. The ordinance also prohibits employers from (1) asking such applicants about their current or past salary or (2) disclosing a current or former employee's salary history without that employee's authorization unless the salary history is publicly available. Contractor is subject to the enforcement and penalty provisions in Chapter 12K. Information about and the text of Chapter 12K is available on the web at <https://sfgov.org/olse/consideration-salary-history>. Contractor is

required to comply with all of the applicable provisions of 12K, irrespective of the listing of obligations in this Section.”

2.6                    **Limitations on Contributions.** *The following hereby replaces Section 38 in its entirety:*

“38.    **Limitations on Contributions.** By executing this Agreement, Contractor acknowledges its obligations under section 1.126 of the City’s Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor’s board of directors; Contractor’s chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.”

2.7                    **Term of the Agreement.** *Section 3 Term of the Agreement currently reads as follows:*

“3. **Term of the Agreement.** Subject to Section 2, the term of this Agreement shall be from June 29, 2012 to November 30, 2019, unless earlier terminated as provided herein.”

*Such section is hereby amended in its entirety to read as follows:*

“3. **Term of the Agreement.** Subject to Section 2, the term of this Agreement shall be from June 29, 2012 to November 30, 2024, unless earlier terminated as provided herein.”

2.8                    **Payments.** *Section 6a – Payments of the Agreement currently reads as follows:*

Tiburon, Inc.  
P-650 (4-19)

**“6. Payments.**

a. Fixed Price. In consideration for the services rendered under this Agreement, the City shall pay Tiburon in accordance with Exhibits D and E. In no event shall the contract value exceed \$5,247,152, termed "Total Contract Value". The Total Contract Value includes all Options, Enhancements and maintenance and support charges for the duration of the contract.

No charges shall be incurred under this Agreement nor shall any payments become due to Tiburon until reports, services, and products, required under this Agreement are received from Tiburon and approved by the DEM as being in accordance with this Agreement.

In no event shall the City be liable for interest or late charges for any late payments.

The City's Project Manager may authorize Change Orders which, in an aggregate amount, do not increase the Total Contract Value.

The City shall make all payments within thirty (30) days upon receipt of invoice. Payments shall be made to Tiburon at the address identified in such invoice.”

*Such section is hereby amended in its entirety to read as follows:*

**“6. Payments.**

a. Fixed Price. In consideration for the services rendered under this Agreement, the City shall pay Tiburon in accordance with Exhibits D and E. In no event shall the contract value exceed \$7,153,056, termed "Total Contract Value". The Total Contract Value includes all Options, Enhancements and maintenance and support charges for the duration of the contract.

No charges shall be incurred under this Agreement nor shall any payments become due to Tiburon until reports, services, and products, required under this Agreement are received from Tiburon and approved by the DEM as being in accordance with this Agreement.

In no event shall the City be liable for interest or late charges for any late payments.

The City's Project Manager may authorize Change Orders which, in an aggregate amount, do not increase the Total Contract Value.

The City shall make all payments within thirty (30) days upon receipt of invoice. Payments shall be made to Tiburon at the address identified in such invoice.”

**Insurance.** *Section 23 Insurance of the Agreement currently reads as***“23. Insurance**

**a.** Without in any way limiting Tiburon’s liability pursuant to the “Indemnification” section of this Agreement, Tiburon must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

**1.** Workers’ Compensation, in statutory amounts, with Employers’ Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

**2.** Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit, \$2,000,000 aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

**3.** Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

**4.** Professional liability insurance, applicable to Contractor’s profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

**b.** Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

**1.** Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

**2.** That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

**c.** Regarding Workers’ Compensation, Tiburon hereby agrees to waive subrogation, which any insurer of Tiburon may acquire from Tiburon by virtue of the payment of any loss. Tiburon agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Tiburon, its employees, agents and subcontractors.

**d.** All policies shall provide thirty days’ advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in the “Notices to the Parties” section.

**e.** Should any of the required insurance be provided under a claims-made form, Tiburon shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

**f.** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

**g.** Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance

is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

**h.** Before commencing any operations under this Agreement, Tiburon shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

**i.** Approval of the insurance by City shall not relieve or decrease the liability of Tiburon hereunder.”

*Such section is hereby amended in its entirety to read as follows:*

**“23. Insurance**

**a.** Required Coverages. Without in any way limiting Contractor’s liability pursuant to the “Indemnification” section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

1. Workers’ Compensation, in statutory amounts, with Employers’ Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

2. Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence “Combined Single Limit”, \$2,000,000 aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

3. Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence, “Combined Single Limit” for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

4. Professional Liability Insurance, applicable to Contractor’s profession, with limits not less than \$1,000,000 for each claim with respect to negligent acts, errors or omissions in connection with the Services to be provided under the Agreement.

5. Technology Errors and Omissions Liability coverage, with limits of \$10,000,000 for each claim and each loss. The policy shall at a minimum cover professional misconduct or lack of the requisite skill required for the performance of services defined in the contract and shall also provide coverage for the following risks:

(i) Network security liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(ii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City’s or third person’s computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

6. Contractor shall maintain in force during the full life of the agreement Cyber and Privacy Insurance with limits of not less than \$10,000,000 per claim. Such insurance shall include coverage for liability arising from theft, dissemination, and/or use of confidential



information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

c. Contractor's Commercial General Liability and Commercial Automobile Liability Insurance policies shall provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that the insurance applies separately to each insured against whom claim is made or suit is brought.

d. Contractor shall provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in Section 33, entitled "Notices to the Parties."

e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

h. Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

i. The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

j. If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds."

2.10 **Principal Place of Business.** Contractor's principal place of business as stated in the first paragraph of the Agreement is hereby changed to: 1000 Business Center Drive, Lake Mary, FL 32746

2.11 **Notice to Parties.** *Section 33 Notice to Parties of the Agreement currently reads as follows:*

“33. **Notice to the Parties.** Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, and e-mail, and shall be addressed as follows:

To City: Department of Emergency Management  
IT Manager  
1011 Turk St  
San Francisco, CA 94102

To Tiburon: Tiburon, Inc.  
VP of Contracts and Procurement  
6200 Stoneridge Mall Road  
Suite 400  
Pleasanton, CA 94588

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice. Any notice of default must be sent by registered mail, or overnight courier services such as Federal Express.”

*Such section is hereby amended in its entirety to read as follows:*

“33. **Notice to the Parties.** Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, and e-mail, and shall be addressed as follows:

To City: Department of Emergency Management  
IT Manager

1011 Turk St  
San Francisco, CA 94102

To Tiburon: Tiburon, Inc.  
Contracts  
1000 Business Center Drive  
Lake Mary, FL 32746

Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If e-mail notification is used, the sender must specify a Receipt notice. Any notice of default must be sent by registered mail, or overnight courier services such as Federal Express.”

2.12 **Exhibit D Project Pricing and Exhibit H Maintenance Agreement.**  
Exhibits D and H are hereby deleted and replaced in their entirety by Exhibit D-1 and Exhibit H-1, attached to this First Amendment and fully incorporated within the Agreement.

### **Article 3 Effective Date**

Each of the modifications set forth in Section 2 shall be effective on and after October 30, 2019

### **Article 4 Legal Effect**

Except as expressly modified by this First Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

Recommended by:



For

Mary Ellen Carroll  
Executive Director  
Emergency Management

CONTRACTOR  
Tiburon Inc.



(on behalf of Steve Seoane)  
EVP & GM, Public Safety & Justice  
1000 Business Center Drive  
Lake Mary, FL, 32746

Approved as to Form:

City Vendor number: 67815

Dennis J. Herrera  
City Attorney

By:

  
Jana Clark  
Deputy City Attorney

Approved:

Alaric Degrafinried  
Director of the Office of Contract  
Administration, and Purchaser

By:

  
FOR AD.

**Attached Exhibits: D-1 Project Pricing, H-1 Maintenance Agreement**



Exhibit D-1 - Project Pricing

**Project Pricing Detail**

| <b>PHASE 1 - Fire Station Alerting</b> | <b>Baseline</b>   | <b>Optional</b>    |
|--|-------------------|--------------------|
| <b>Motorola Fire Station Alerting</b>  |                   |                    |
| Hardware                               | \$ 441,359        |                    |
| Implementation Services                | \$ 210,335        |                    |
| Motorola FSO Fire Station Site Survey  |                   | \$ 25,633          |
| Motorola FSO Install Scope Reduction   |                   | \$ (47,013)        |
| <b>Tiburon Project Management</b>      | \$ 144,092        |                    |
| Fire Station Site Survey               |                   | \$ 5,127           |
| Install Scope Reduction                |                   | \$ (9,403)         |
| <b>Taxes (9.5%):</b>                   | \$ 41,929         |                    |
| <b>Subtotal (PH 1):</b>                | <b>\$ 837,715</b> | <b>\$ (25,656)</b> |

| <b>PHASE 2 - CommandCAD</b> | <b>Baseline</b>     | <b>Optional</b>   |
|-----------------------------|---------------------|-------------------|
| Total Command License:      | \$ 592,943          |                   |
| Custom Interfaces:          | \$ 253,682          |                   |
| Custom Development:         | \$ -                | \$ 300,732        |
| Additional Services:        | \$ 208,854          |                   |
| <b>SubTotal (PH 2):</b>     | <b>\$ 1,055,479</b> | <b>\$ 300,732</b> |

**Grand total : \$ 1,893,194**

*Project includes the TotalCommand software (including base interface) as well as services per the SOW including installation, configuration, base testing, training program, cutover guidance and support and project management. For reference, Tiburon's hourly rate for additional work is \$190 / hour, plus a 5% per year increase.*

| <b>Custom Interfaces/Development Breakdown:</b>                         | <b>Baseline</b> | <b>Optional</b> |
|---|-----------------|-----------------|
| <b>Custom interfaces</b>  |                 |                 |
| LOE 1562: ICD 08 State Interface (Level II)                             | \$ 31,008       |                 |
| LOE 1555: ICD 14 HRMS Interface to Peoplesoft                           | \$ 53,261       |                 |
| LOE 1524: ICD 15 MARVLIS  | \$ 26,630       |                 |
| LOE 1674: ICD 16 Fire Station Alerting                                  | \$ 12,139       |                 |
| LOE 1554: ICD 18 3rd party sign-on                                      | \$ 64,068       |                 |
| LOE 1763: ICD 20 Fire Alarm System                                      | \$ 47,424       |                 |
| LOE 1826: ICD 21 Level II MDT (RNC)                                     | \$ 19,152       |                 |
| LOE 1826: ICD 21 Level II MDT (MAGUS \$57,000 total) Showing delta only |                 | \$ 37,848       |
| <b>Custom development</b>   |                 |                 |
| LOE 1521: CAD Encryption  | Included        |                 |

Exhibit D-1 - Project Pricing

|  |           |                |                   |
|--|-----------|----------------|-------------------|
| LOE 1567: StratusCAD to Fire RMS Transfer                                |           | \$             | 5,928             |
| LOE 1678: No Contact   |           | \$             | 16,644            |
| LOE 2271: Fire Station printout customization                            |           | \$             | 44,460            |
| LOE 1745: Fire Station Alert window                                      |           | \$             | 80,712            |
| LOE 1827: AVL quality Indicator  |           | \$             | 35,568            |
| LOE 1827: AVL quality indicator add'l functionality (showing delta only) |           | \$             | 44,004            |
| LOE 1998: Parking and Traffic Redirect                                   |           | \$             | 35,568            |
| <b>Additional Services</b>   |           |                |                   |
| LVS Implementation Services  | \$        | 21,637         |                   |
| SSG Hardware Installation Services                                       | \$        | 32,491         |                   |
| Additional Testing Not Included in Base Offering:                        | \$        | 142,226        |                   |
| Third Party (related to LVS):  | \$        | 12,500         |                   |
| <b>Subtotal:</b>   | <b>\$</b> | <b>462,536</b> | <b>\$ 300,732</b> |

**Optional Enhancement Proposals (funded seperately):**

|   | <b>Baseline</b> | <b>Optional</b> |
|---|-----------------|-----------------|
| Police Department MobileCOM (add 350 licenses incl. implementation) |                 | \$ 489,490      |
| iPAD (300 licenses incl. server license and implementation):        |                 | \$ 183,625      |
| FireRECORDS   |                 | \$ 100,750      |
| DataWarehouse Implementation  |                 | \$ 37,368       |
| ProQA Paramount Support   |                 | \$ 28,000       |

**Total additional Enhancement Proposals:** **\$ 839,233**

Exhibit D-1 - Project Pricing

**Maintenance (funded seperately):**

|                              | Baseline | Optional            |
|------------------------------|----------|---------------------|
| <b>Command CAD</b>           |          |                     |
| Year 1                       |          | \$ 290,000          |
| Year 2                       |          | \$ 298,700          |
| Year 3                       |          | \$ 307,661          |
| Year 4                       |          | \$ 316,891          |
| Year 5                       |          | \$ 326,398          |
| Year 6 - 11/1/19 - 10/31/20  |          | \$ 359,118          |
| Year 7 - 11/1/20 - 10/31/21  |          | \$ 369,723          |
| Year 8 - 11/1/21 - 10/31/22  |          | \$ 380,815          |
| Year 9 - 11/1/22 - 10/31/23  |          | \$ 392,241          |
| Year 10 - 11/1/23 - 10/31/24 |          | \$ 404,007          |
| <b>Total Maintenance:</b>    |          | <b>\$ 3,445,553</b> |

*Note: Maintenance costs for years 6 - 10 include the base CAD software plus all enhancements that have been implemented into the live CAD system in San Francisco as of 6/1/2019.*

**Additional enhancements\*:** **\$ 700,000**

*\*City has contracting authority to execute additinal enhancements and/or out of scope services related to the System, for the duration of the Agreement and Maintenance Agreement. The City is not obligated to pay for these services unless explicitly authorized by a Change Order or Enhancement Proposal.*

**Grand total for Tiburon contract:** **\$ 7,153,056**



**EXHIBIT H-1:  
MAINTENANCE AND SUPPORT SERVICE PROVISIONS**

**H.1. Definitions.** Capitalized terms used herein shall have the definitions set forth in the Agreement, unless otherwise defined herein:

|                                  |  |
|----------------------------------|--|
| ENHANCEMENT                      | A modification or addition which adds new features or functionality to the System.   |
| FIX                              | Repair or replacement of source, object, or executable code in the Software to remedy an Error.  |
| MAINTENANCE AND SUPPORT SERVICES | The Maintenance and Support Services required under this Agreement. Maintenance and Support Services include: correcting an Error; providing telephone and/or online support concerning the installation and use of the Software; training in the installation and use of the Software; consulting and application development services provided under an Enhancement or Out of Scope Services; detection, warning and correction of viruses; and disabled/disabling code. |
| MAINTENANCE RELEASE              | A subsequent version of the Software that includes Error Corrections and/or Updates.   |
| PATCH, ERROR CORRECTION          | Either (a) a temporary repair or replacement or other modification or addition that, when made or added to the Software, corrects an Error, or (b) a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect of an Error on the City. Temporary repairs may be made permanent and released in Subsequent Releases of the Software.  |
| RELEASE                          | A revision of the Software made subsequent to its initial delivery which adds new functions to the Software, substantially changes its existing functions, substantially improves the overall performance of the Software, or which accumulates previous Updates. A Release will have updated Documentation and a new Release number.  |
| SUBSEQUENT RELEASE               | A release of the Software for use in a particular operating environment which supersedes the Software. A Subsequent Release is offered and expressly designated by Tiburon as a replacement to a specified Software product. A Subsequent Release implemented by the City will be supported by Tiburon in accordance with the terms of this Exhibit. Multiple Subsequent Releases may be supported by Tiburon at any given time.   |
| UPDATE                           | Revisions of the Software released by Tiburon which enable the Software to perform as described in the Documentation for the current Release.  |
| UPGRADE                          | Either an enhancement to the Software code to add new features or functions to the system or software programming revisions  |

containing corrections to Errors that have been reported by users or discovered by the Tiburon.

## **H.2. Term**

The Parties' rights and duties under the terms of this Exhibit shall begin immediately upon Final System Acceptance of the System and continue for a period of one (1) year thereafter, at which time, upon the payment of the maintenance renewal fees as outlined in Exhibit D-1, the Agreement shall automatically renew for additional one (1) year periods, and shall continue as such until October 31, 2024.

## **H.3. Maintenance and Support.**

**a. Maintenance and Support Services.** The provisions of this Exhibit shall only apply to the Software and System included in Phase 2. After Acceptance of the Software and System, subject to the terms, conditions, and charges set forth in the Agreement and this Exhibit, Tiburon will provide the City with maintenance and support services for the Software as follows: (i) Tiburon will provide such assistance as necessary to correct Errors and to cause the Software to perform in accordance with the specifications as set forth in Exhibit B of the Agreement and the Detailed Design Documents, as well as whatever improvements, enhancements, extensions, and other changes to the Software that Tiburon may develop; and (ii) Tiburon will update the Software, as required, to cause it to operate under new versions or releases of the operating system specified in the Authorization Document so long as such updates are made generally available to Tiburon's other Licensees.

**b. Error Reporting.** Tiburon will provide the City with telephone support 24 hours a day, 7 days a week. The City's Project Manager, or designee, shall report any Error experienced by the City related to the Software or the System, including hardware problems, along with the priority level of the Error, to Tiburon at the contact number provided by Tiburon. Each such Error report will be accompanied or followed by sufficient information to enable Tiburon to reproduce and verify the Error. Tiburon will acknowledge each such reported Error via telephone or electronic mail to the Technical Contact, and subject to the requirements of Section H.4, will use commercially reasonable efforts to reproduce and verify reported Errors and provide Error corrections therefore.

**c. Hotline Support.** In addition to the telephone support required under subsection (b), Tiburon shall provide remote access hotline support to the City to help the City answer routine questions with respect to the use of the Software. This hotline support shall be made available by phone between the hours of 8 a.m. and 6 p.m. Pacific time Monday through Friday, except legal holidays. Hotline support shall be available by electronic bulletin board, electronic mail or other service 24-hours a day, seven-days a week.

**d. Enhancements.** The City may request Tiburon to furnish, install and implement enhancements to the System, which shall be documented by Tiburon in the form of Enhancement Proposals. Tiburon shall provide a Statement of Work for the enhancement and install and implement such enhancements on a fixed-quote basis with payment milestones. Tiburon shall not provide any enhancement under this Agreement unless: (1) the City provides written authorization of the enhancement proposal; (2) the enhancement proposal is subject to the terms of this Exhibit H-1; (3) the enhancement proposal includes objective, measurable criteria regarding final acceptance of the enhancement; (4) the enhancement proposal provides that upon final acceptance of the enhancement, this Exhibit H-1 shall cover the enhancement(s) as Licensed

Software subject to the City's payment of any necessary additional support fees relating to the enhancement; and, (5) the enhancement proposal provides that, upon final acceptance of such enhancement, the Parties shall deem Exhibit G of the Agreement, the Software Licensing Provisions, to be amended to grant to the City the appropriate rights to use the enhancement, subject to payment in full of all amounts due under the enhancement proposal.

The City may request enhancements to or additional technical support on the current system, to support a transition to a new CAD System. This will be billed on a Time and Materials basis, or (if a new feature is requested) through the Enhancement Proposal process.

**e. Out of Scope On-Site Support and Technical Support.**

**i.** For an additional cost, the City may, from time to time, request emergency on-site support from Tiburon, beyond the support otherwise required under this Exhibit. Tiburon agrees to use commercially reasonable efforts to provide such emergency on-site support to the City, subject to the availability of appropriate Tiburon personnel.

**ii.** From time to time, the City may request Tiburon to provide under this Agreement certain out of scope services, defined as any service not covered under the "Support Services" definition from the Agreement. 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 the rate specified in Exhibit D-1, plus air related travel, per diem and other expenses invoiced as incurred.

**iii.** Tiburon's rates for services performed under this subsection (e) shall be those set forth in Exhibit D-1 to the agreement.

**f. Subsequent Releases.** Tiburon will provide, and the City will be licensed for, Subsequent Releases of the Tiburon-developed Software in accordance with the maintenance costs identified in Exhibit D-1. Although City will not be responsible for additional licensing fees, except for added Software, modules and functionality not included as part of the base Tiburon Software, City shall be responsible for the payment of all services necessary to implement such Subsequent Releases to the Tiburon developed Software.

**H.4. Priority Levels and Protocols.**

**a.** Tiburon will furnish Error correction in accordance with the Priority Categories listed below, based on the City's determination of the priority level of the Error.

| <u>Priority Level</u> | <u>Category</u> | <u>Definition</u>   |
|-----------------------|-----------------|---|
| Priority 1            | Critical        | The entire System (e.g., CAD) or a major component (e.g., State interfaces, paging) or critical function (e.g., call creation, dispatch) is unavailable or severely degraded. City cannot use System to continue intended operations. Error impacts all or most users, halts or severely impacts critical operations, or database integrity is compromised. |
| Priority 2            | High            | A major component or function does not work properly. Error impacts a small group of users. Normal operations are impaired, but can continue.   |

|            |               |   |
|------------|---------------|---|
| Priority 3 | Normal        | Error impacts an individual user or a small group of users. Service can safely be delayed until a mutually-established time. A Workaround may be available, but is inefficient. |
| Priority 4 | Informational | Issue is informational or educational in nature. Requests for Enhancements and similar requests should be reported as Priority 4.   |

b. Tiburon will furnish Error correction in accordance with the following protocols, based on the Priority level identified by the City in the Error report:

i. **Priority 1 Protocol.** Within one hour of receiving the Error report, Tiburon shall assign a product technical specialist(s) to diagnose and correct the Error. Thereafter, Tiburon shall: provide ongoing communication about the status of the correction; immediately provide a Fix, a Patch or a Workaround; and exercise all commercially reasonable efforts to include a Fix or Patch for the Error in the next Subsequent Release. Tiburon shall escalate resolution of the problem to personnel with successively higher levels of technical expertise until the Error is corrected. Tiburon shall make Priority 1 support services available 24 hours a day, 7 days a week, and 365 days a year.

ii. **Priority 2 Protocol.** Within four hours of receiving the Error report, Tiburon shall: assign a product technical specialist(s) to diagnose the Error and to commence correction of the Error; immediately provide a Workaround; provide escalation procedures as reasonably determined by Tiburon's staff; and exercise all commercially reasonable efforts to include a Fix or Patch for the Error in the next Software maintenance release, or within ninety (90) days as a software or approved procedural correction. Tiburon shall make Priority 2 support services available 24 hours a day, 7 days a week, and 365 days a year.

iii. **Priority 3 Protocol.** By the next business day following its receipt of the Error report, Tiburon shall: assign a product technical specialist(s) to diagnose and correct the Error; provide a Workaround; provide escalation procedures as reasonably determined by Tiburon's staff; and exercise all commercially reasonable efforts to include a Fix or patch for the Error in the next Software Maintenance Release.

iv. **Priority 4 Protocol.** Tiburon may include a Fix or Patch in the next Software major release.

#### H.5. Maintenance Limitations.

Tiburon is not obligated to provide Maintenance and Support Services in the following situations:

a. The Software has been changed, modified, or damaged (excluding modifications made by Tiburon);

b. The Maintenance and Support Services are necessary due to: (i) failure of computer hardware, equipment, or software not supplied by Tiburon as part of the Agreement, including, but not limited to, failure caused by or attributable to the City's failure to obtain, pay for or maintain in effect during the term of any maintenance period(s) necessary technical support contracts for third-party software not supplied by Tiburon that impacts or interfaces to the System; (ii) the negligence of the City or any third party; (iii) a cause or causes beyond the reasonable control of Tiburon; or (iv) attempted maintenance by unauthorized persons;

- c. The Maintenance and Support Services are necessary due to the City's use or improper use of the Software, or merging or combining the Software with any hardware or software not authorized by Tiburon to be so merged or combined;
- d. The City has not installed and implemented an Error Correction, Update and/or Maintenance Release provided by Tiburon;
- e. The City has not paid the maintenance fees, or any related fees or amounts, when due; or,
- f. Tiburon is unable to install corrections due to the current hardware configurations in use by the City.

#### **H.6. City Responsibilities**

- a. **Cooperation.** The City will fully cooperate and assist Tiburon in the provision of maintenance and support Services. The City will allow Tiburon to implement all Error Corrections, Updates, and/or Maintenance Releases furnished by Tiburon, and approved by the City, unless such change would require the City to purchase additional or replacement Equipment. All Documentation, Licensed Software, Error Corrections, Updates, and Maintenance Releases provided by Tiburon are subject to the terms and conditions of this Exhibit H-1 and Exhibit G, the Software Licensing Provisions, and the City agrees to comply with those terms and conditions.
- b. **Technical Service Request.** The City 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.
- c. **Remote Access.** City shall install and monitor during the term of this Agreement a dedicated high-speed data connection and any other networking equipment as identified in Appendix B-1 to the SOW of the Agreement, in order to provide remote access to the System. Tiburon shall not be responsible for any costs relating to the procurement, installation, maintenance and use of such equipment and all associated service charges. Tiburon shall use the data connection solely in connection with the provision of its services hereunder. The City may be required to run tests deemed necessary by Tiburon following each remote access as requested by Tiburon.
- d. **Physical Access.** The City shall provide Tiburon with physical access to the System at any time during normal business hours, subject to the City's operational and security requirements. After normal business hours, the City shall ensure that the City Technical Support Coordinator can be reached 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.
- e. **Maintenance and Back-Ups.** The City shall ensure that maintenance and back-up activities relating to the Tiburon Software and the System, including without limitation backing up databases and journal logs, purging out of date records, subject to the City's retention requirements, and running reports and performing diagnostics, are regularly and continuously carried out in accordance with the schedule and methodology specified in Appendix H-2, "Back Up Schedule and Procedures."
- f. **Data Input.** The City shall enter, update and maintain the input data as required for satisfactory operation of the Tiburon Software, and be responsible for the accuracy of all City-provided data.

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

**h. System Change, Alteration, or Modification.** The City shall ensure that, with respect to the Software, such Software is installed only on the authorized server and only at the authorized site. The City shall ensure that each authorized site conforms in all respects to the Site Specifications set forth on Appendix B-1 to the SOW of the Agreement. Subject to the provisions of this Exhibit and Exhibit G, the City 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 performance.

**i. Database Change.** City shall maintain a system to ensure that only authorized personnel have the ability to make structural changes to the City's database and that a list of all such authorized personnel (and any updates thereto) be promptly delivered to the Tiburon Support Center. Each notice for a change to a City database shall be in writing from the City's Authorized City Representative, and shall contain all details of the requested change. Tiburon shall not assist City personnel other than those on the most current authorization list.

**j. Authorized City Representative.** The City shall designate, in a written notice a single individual to act as the City's authorized representative for purposes of coordinating maintenance and support services provided under this Exhibit H-1 (the "City Representative"). Such individual (a) must be authorized to act on the City's behalf with respect to all matters relating to this Exhibit H-1, subject to the terms and conditions of this Exhibit; (b) shall ensure the City's compliance with its responsibilities under this Agreement; and (c) shall coordinate appropriate schedules in connection with Tiburon's services under this Agreement. The City may change the individual designated hereunder by providing Tiburon advance written notice designating the new individual authorized to act as the City Representative.

**k. Technical Support Coordinators.** The City shall designate, in a written notice one or more individuals to act as the City's technical support coordinator (a "Technical Support Coordinator"). The City shall ensure that each Technical Support Coordinator designated hereunder shall have received the appropriate training and shall otherwise be familiar with the Tiburon Software and the System. The City 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; (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 City may change any individual designated hereunder by providing Tiburon with advance written notice designating the new individual authorized to act as a Technical Support Coordinator.

**l. Error Reproduction.** Upon detection of any Error in any of the Tiburon Software, the City 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.

#### **H.7. Source Code.**

So long as the City is a current, paid to date, maintenance customer of Tiburon, Tiburon agrees to deposit a copy of the Tiburon Software source code installed at City and related documentation into an escrow account with Iron Mountain, naming City as beneficiary of such

account, at no additional cost to the City. After the maintenance period(s), Tiburon will maintain the escrow account for a period of three (3) years, provided the City pays for all costs and fees associated therewith and both Parties understand and agree that Tiburon will be under no obligation to update the source code contained in the escrow account during such time. The source code may only be released to the City in accordance with the release conditions set forth in the escrow agreement. If the City should obtain the source code and the Documentation pursuant to this Section, the only use made of the source code and the Documentation will be for the proper maintenance of the Software in connection with the City's use of the Software as provided for, and limited by, the provisions of this Agreement. The City further agrees to not provide the source code to any third party organization.

**H.8. Primary Agreement.**

a. This Exhibit H-1 incorporates the provisions of the Primary Agreement, except that the provisions of this Exhibit shall supersede any conflicting provisions of the Primary Agreement.

b. Tiburon's obligations under the incorporated provisions of the Primary Agreement as they relate to its implementation, including Sections 3 (Term of the Agreement), 4 (Effective Date of the Agreement), 5 (Services Tiburon Agrees to Perform), 7 (Project Administration), 8 (Documentation Delivery and Training), 12 (System Acceptance and Acceptance Test Plan), 13(b) (Term and Termination/Termination for Convenience), 53 (Time of the Essence), and 63 (Order of Precedence), will cease for purposes of this Exhibit H-1 upon Final System Acceptance, except for: (1) obligations relating to conduct that occurred during the term of the Primary Agreement and prior to Final System Acceptance, and (2) obligations relating to the provision of maintenance and support services as set forth in or pursuant to this Exhibit H-1.

Appendix H-1  
Software covered in this Exhibit

- 0) CommandCAD
- 1) MobileCOM

This Appendix will be updated prior to Final System Acceptance to reflect all of the Software implemented during Phase 2, which will be maintained as part of the Agreement.



Appendix H-2

Back-Up Schedule (Attached)