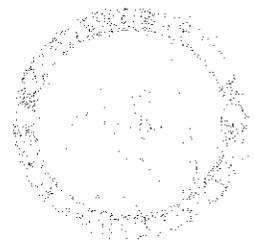


PLACER COUNTY
SHERIFF
CORONER-MARSHAL



MAIN OFFICE
2929 RICHARDSON DR.
AUBURN, CA 95603
PH: (530) 889-7800 FAX: (530) 889-7899

TAHOE SUBSTATION
DRAWER 1710
TAHOE CITY, CA 96145
PH: (530) 581-6300 FAX: (530) 681-6377

EDWARD N. BONNER
SHERIFF-CORONER-MARSHAL

DEVON BELL
UNDERSHERIFF

To: The Honorable Board of Supervisors
From: Edward N. Bonner, Sheriff-Coroner-Marshal
Date: June 5, 2012
Subject: Maintenance Agreement between the Placer County Sheriff Coroner-Marshal and Tiburon Incorporated

Action Requested

Approve Amendment No.4 to the agreement between the Placer County Sheriff's Office and Tiburon Incorporated to provide maintenance and system support to our criminal justice software systems and authorize the Purchasing Manager to execute any related documents. The maintenance period begins July 1, 2012 and ends June 30, 2013 for an annual cost of \$348,338 reflecting a net increase of \$16,587.

Background

Your Board approved the original Master Support Agreement with Tiburon Inc. dated February 16, 2006 which included a five year maintenance agreement. Tiburon continues to provide maintenance and system support to our criminal justice software systems for an annual cost. System support includes the maintenance of our Computer Aided Dispatch, Records Management System, Corrections Management System and Mobile Data System. This support is required until we complete the implementation of our new criminal justice software. The current amendment, which will be incorporated as part of the Master Support Agreement, will reflect the maintenance cost for FY 2012-2013. This amendment includes a 5% annual cost adjustment of \$16,587.

Fiscal Impact

Funds are included in the FY 2012-2013 Sheriff's Office Requested Budget. There is no additional impact to the General Fund.

**AMENDMENT 4
TO THE
MASTER SUPPORT AGREEMENT**

This Amendment 4 (the "Amendment") by and between Tiburon, Inc. with a principle place of business at 6200 Stoneridge Mall Road, Suite 400, Pleasanton, California 94588 (hereinafter "Tiburon") and Placer County (the "Client") is entered into on July 1, 2012 (the "Effective Date"). For the period from July 1, 2012 to June 30, 2013.

WHEREAS, the parties have previously entered into a Master Support Agreement (the "Agreement") dated February 16, 2006 for support and maintenance services and the first amendment effective July 2009, second amendment effective July 1, 2010 and the third amendment effective July 1, 2011.

WHEREAS, the parties desire to amend the services being provided under the Agreement as follows:

1) Annual Adjustments

The parties hereby agree as described in Section 4.3 on an annual cost increase of five percent (5%). Exhibit 2 to the Agreement is hereby replaced with the attached "Exhibit 2-Covered Applications", which includes the five (5%) increase and is hereby incorporated by this reference into this Agreement.

2) Hold Harmless and Indemnification Agreement/Insurance

The parties hereby agree to replace Section 8 Insurance with the following:

1. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

TIBURON hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly out of, TIBURON'S negligence or willful misconduct in the performance of the contract or agreement. TIBURON agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the TIBURON. TIBURON also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. In no

event shall TIBURON be responsible for any judgments, penalties, interest, court costs, legal fees, damages, and all other expenses which arise out of or are related to the COUNTY'S negligence or willful misconduct. Nor shall TIBURON be responsible for any COUNTY fees, costs or expenses related to the COUNTY'S investigation of any such incident. TIBURON shall have the sole authority to settle or defend any such claim arising from this provision. This provision is not intended to create any cause of action in favor of any third party against TIBURON or the COUNTY or to enlarge in any way the TIBURON'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from TIBURON'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

2. INSURANCE:

TIBURON shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A:-VII showing.

3. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without TIBURON endeavoring to give thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the TIBURON.

TIBURON shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

4. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of TIBURON, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by TIBURON in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If TIBURON carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

D. If TIBURON carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) for Products-Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

TIBURON shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
- (2) The insurance coverage provided by TIBURON shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

5. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Tiburon, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without TIBURON endeavoring to give thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

6. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

7. PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than \$1,000,000.

If Tiburon sub-contracts in support of Tiburon's work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the Tiburon shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

8. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - TIBURON shall be responsible for all deductibles in all of the TIBURON's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

TIBURON's Obligations - TIBURON's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage - TIBURON shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the TIBURON's obligation to provide them.

Material Breach - Failure of TIBURON to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

3) Other Terms and Conditions

All other terms and conditions set forth in the Agreement shall remain unchanged and in full force and effect.

4) Signatures

Placer County:

Tiburon, Inc.:

Name: _____

Name: _____

Title: _____

Title: _____

**EXHIBIT 2
To
Master Support Agreement**

COVERED APPLICATIONS

This Exhibit is attached to, incorporated into and forms part of the Master Support Agreement, dated February 16, 2006 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 # M1242-12

<u>Covered Application</u>	<u>Hours (24x7 or 8x5)</u>	<u>Make, Model, Serial Number of Authorized Server</u>	<u>Maintenance Period</u>			<u>Fee</u>
			<u>Period</u>	<u>Start Date</u>	<u>Stop Date</u>	
CAD/Ti	24x7	CAD Database Dell PowerEdge 2650 (4TPNB21) SRF Thin Dell PowerEdge 2600 (C3BNB21) Auburn Thin Dell PowerEdge 2600 (HMKQB21) Roseville Thin Compaq server	12 Mo.	7/1/12	6/30/13	\$143,548.00
CAD Mapping (Maverick)	24x7	See SRF Thin	12 Mo.	7/1/12	6/30/13	\$17,010.00
PRMS/2000 ¹	24x7	Application Server (TibApp): Hewlett-Packard HP9000 rp7400 (USR4305CXT) Oracle Database Server (TibDB): Hewlett-Packard HP9000 rp5470 (USR4305CXS) & Roseville RMS: [DRP RMS] Hewlett-Packard HP9000 rp7400	12 Mo.	7/1/12	6/30/13	\$90,441.00
CMS/2000 ²	24x7	Application Server (TibApp): Hewlett-Packard HP9000 rp7400 (USR4305CXT) Oracle Database Server (TibDB):	12 Mo.	7/1/12	6/30/13	\$46,624.00

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<u>Covered Application</u>	<u>Hours (24x7 or 8x5)</u>	<u>Make, Model, Serial Number of Authorized Server</u>	<u>Maintenance Period</u>			<u>Fee</u>
		Hewlett-Packard HP9000 rp5470 (USR4305CXS)				
WebQuery	24x7	Dell PowerEdge 2650 (7N1NB21)	12 Mo.	7/1/12	6/30/13	\$5,616.00
Integrated Message Switch ⁴	24x7	See SRF Thin	12 Mo.	7/1/12	6/30/13	\$7,530.00
MDS	24x7	see CAD/Ti	12 Mo.	7/1/12	6/30/13	\$15,698.00
Common Interfaces ⁵	24x7	See SRF Thin	12 Mo.	7/1/12	6/30/13	\$29,212.00
GCT	24x7	see CAD/Ti	12 Mo.	7/1/12	6/30/13	\$1,021.00
Data Warehouse	24x7	Dell PowerEdge 2650 (98BN351)	12 Mo.	7/1/12	6/30/13	\$2,935.00
DBA Services Level 1						Included
Remove Tahoe Site #2						\$<11,297.00>
Total						\$348,338.00

*1 This includes the nucleus and the following optional modules: Bicycle, Case Management, Crime Analysis, Crime Watch, Criminal Records, False Alarms System, Fleet Maintenance, Gang System, Inventory, Juvenile Records, Licenses and Permits, Officer Activity, Personnel, Special Intelligence, Traffic Management, UCR and Warrants.

*2 This includes the nucleus and the following optional modules: Classifications, Commissary, Court Tracking, Incident/Disciplinary Reporting, Inmate Money Accounting, Inmate Programs, Inmate Property Management, Medical Processing, Visitor Control and Change proposal 005.

*3 This includes change proposal 003.

*4 This includes: RNC Interface, TCP/IP to State of CA, State/NCIC reformatter.

*5 This includes: (1) E911 Interface - Positron, (1) Secondary E911 Interface (CML), (1) Master Time Interface (Sprectrcom), (1) MDS/MDT CAD Functional Subsystem, (1) Fire Alerting Interface (Zetron 626), (20) Number of Rip and Run Fire Station Printers, (1) TDD/TYY Interface Support (Zetron 3030), (1) Video Mugshot Interface (TFP), (1) Fingerprint Interface - Identix (10-Print), (1) Aether Packet Cluster and (1) Sacramento County Interface and change proposal 016.

Authorized Sites

Location

Placer County Admin Services, IT Division
Data Center
2986 Richardson Drive
Auburn, CA 95603

Roseville PD
1051 Junction Blvd
Roseville CA 95678

Auburn
1215 Lincoln Way
Auburn, CA 95603

Equipment

CAD Database, SRF Thin, RMS (TibApp), CMS
(TibDB), WebQuery, CARS Servers

RMS DRP Servers
Roseville Thin Server

Thin Server