

RECORDS MANAGEMENT SYSTEM IMPLEMENTATION

**AGREEMENT**

BETWEEN THE COUNTY OF SAN MATEO  
AND TIBURON, INC.

THE COUNTY OF SAN MATEO  
RECORDS MANAGEMENT SYSTEM IMPLEMENTATION AGREEMENT

This agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2002 (the "Effective Date") between the County of San Mateo, a political subdivision of the State of California (hereinafter referred to as the "County"), and Tiburon, Inc., a Virginia Corporation (hereinafter referred to as the "Contractor"), both of which may be sometimes referred to herein as the "parties", subject to the following statements of fact:

- A. The County issued a written Request for Proposals for an Integrated Public Safety System, dated December 15, 2000, seeking certain computer system hardware, software and related services to support the County's law enforcement records management operations.
- B. In response to the County's Request for Proposal, the Contractor submitted a written proposal dated January 22, 2001.
- C. Following a proposal evaluation process and negotiations, the County has agreed to acquire, and the Contractor has agreed to provide the County with, an Integrated Records Management System (the "System") to support the County Sheriff's Department in accordance with the terms and provisions of this Agreement.
- D. Pursuant to Government Code Section 31000, the County may contract with independent contractors for the furnishing of special services to or for the County or any Department thereof.
- E. It is expressly understood that this Agreement is by and between two (2) independent parties and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both the County and the Contractor is to create an independent contractor relationship. The Contractor expressly acknowledges and accepts its tax status and the tax consequences of an independent contractor. Further, as an independent contractor, the Contractor expressly acknowledges and accepts that it has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Services Rules.

NOW, therefore, it is hereby agreed by the parties as follows:

**PART I**  
**AGREEMENT FOR ACQUISITION**

- 1.1 **Agreement.** The Contractor hereby agrees to provide all hardware, software and related services and materials to implement the System as set forth in the Statement of Work attached hereto as Exhibit A and incorporated herein by this reference (the "Statement of Work") and the Project Deliverables attached hereto as Exhibit B and incorporated herein by this reference (the "Project Deliverables"), all upon the terms, conditions and provisions of this Agreement. The County hereby agrees to purchase the hardware, software and related services and materials identified in the Statement of Work and the Project Deliverables, all upon the terms, conditions and provisions of this Agreement.
- 1.2 **System Price.** The County shall pay to the Contractor the total amount of one million five hundred fifty eight thousand and three hundred eight six dollars and no cents, (\$1,558,386) (the "Contract Price") in consideration for the services set forth in the Statement of Work and the hardware, software and other materials specified in the Project Deliverables, which amount is payable in accordance with Part IV of this Agreement. The total amount above shall be the maximum price to be paid to Tiburon by the County, except as that price may be changed in accordance with the Changes Orders and Modifications clauses hereof (5.2 and 7.13.1 respectively).
- 1.3 **Form of Agreement.** Incorporated in this Agreement by reference are:
- Exhibit A - Statement of Work (with testing exhibits)
    - A(1): Performance Test Criteria
    - A(2): Reliability Test Criteria
    - A(3): Interface Control Document
  - Exhibit B - Project Deliverables
  - Exhibit C - Initial Project Schedule
  - Exhibit D - Milestone Payment Schedule
  - Exhibit E - California NIBRS Specifications
- In the event of any conflict or inconsistency among documents related to this Agreement, said conflict or inconsistency shall be resolved by giving precedence to this Agreement.
- 1.4 **Time for Performance Under Agreement.** This Agreement shall take effect on the Effective Date after it has been fully executed by duly authorized representatives of both parties. The schedule for the implementation of the System shall initially be governed by the project schedule attached hereto as Exhibit C 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. Unless earlier terminated as provided for in Section 7.3 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, all materials set forth in the Project Deliverables have been delivered and all amounts payable hereunder have been paid in full. All work tasks described in the Statement of Work (Exhibit A) shall be completed not later than the last date/event presented on the Project Schedule (Exhibit C).

**PART II**  
**ACQUISITION OF INTEGRATED PUBLIC SAFETY SYSTEM**

- 2.1 **Order and Delivery.** All hardware and software specified in the Project Deliverables shall be delivered by the Contractor in time to comply with the requirements of the Project Schedule. The risk of loss to the hardware specified in the Project Deliverables shall remain with the Contractor until delivered to the County at the County's installation site.
- 2.2 **Equipment Condition and Availability.** Equipment specified as provided by the Contractor must be furnished as new, still in production and in a condition which enables manufacturer warranties to be valid.
- 2.3 **Acceptance.** The County's acceptance of each component of the System shall be as set forth in the Statement of Work.
- 2.4 **Proprietary Rights in Hardware and Manufacturer's Software.**
- 2.4.1 **Definitions.** For purposes of this Agreement, the following capitalized terms shall be defined as set forth herein:
- (a) **"As-Built Specifications"** shall mean, with respect to any of the Tiburon Applications, the specifications for such Tiburon Application delivered to the County upon the County's acceptance of such Tiburon Application in accordance with the Statement of Work.
  - (b) **"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 County's acceptance of the Tiburon Application in accordance with the Statement of Work.
  - (c) **"Documentation"** shall mean, with respect to any Tiburon Application, those printed instructions, manuals, and diagrams pertaining to and furnished with such Tiburon Application.
  - (d) **"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 County's acceptance of the Tiburon Application in accordance with the Statement of Work, or that is related to such Tiburon Application but offered separately by the Contractor after the County's acceptance of the Tiburon Application in accordance with the Statement of Work.

- (e) **"Error"** shall mean, with respect to any Tiburon Application, a defect in the Tiburon Application that prevents such Tiburon Application from functioning in substantial conformity with the As-Built Specifications pertaining thereto.
- (f) **"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 County after the County's acceptance of such Tiburon Application in accordance with the Statement of Work.
- (g) **"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.
- (h) **"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.
- (i) **"Tiburon Application"** shall mean Tiburon's Records Management System (RMS) and Automated Reporting System (ARS) and all modules corresponding thereto developed by the Contractor and delivered to the County 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.

- (j) **"Tiburon Confidential Information"** is defined in Section 2.5.2 hereof.

2.4.2

**Ownership of Software.** The County acknowledges that at all times the Contractor shall retain title to, ownership of and all applicable patents, copyrights and trade secrets in any Tiburon Applications (including all Derivative Works, Maintenance Modifications, Enhancements and Documentation with respect thereto) and any Tiburon Confidential Information (including all proprietary information pertaining to the design, engineering and use thereof). Upon the County's acceptance of any Tiburon Application in accordance with the Statement of Work and the County's payment of all amounts due hereunder with respect thereto, the Contractor will grant to the County a limited right to use the Tiburon Application, in Object Code only, pursuant to, and subject to the terms of, the software license agreement to be executed by the parties (the "Software License Agreement"). The County shall have no right to use any Tiburon Application until such Tiburon Application has been accepted in accordance with the Statement of Work, all amounts due hereunder with respect to such Tiburon Application have been paid in full and the Contractor and the County have duly executed the Software License Agreement.

2.4.3

**Third-Party Software.** The Contractor may provide to the County certain third-party software applications in the quantities requested by the County pursuant to this Agreement (the "Third-Party Software"). The right to use any such Third-Party Software may be granted to the County under the Software License Agreement or pursuant to a separate software license agreement with the developer of such Third-Party Software. The Contractor represents and warrants that, prior to the installation of any Third-Party Software on the System, copies of any license agreement relating to such Third-Party Software will be provided to the County for review. The County shall have no right to use such Third-Party Software until the County has executed the Software License Agreement (or an amendment thereto) or executed (or otherwise accepted the terms of) a separate software license agreement with the developer of such Third-Party Software, as applicable, and until the County has paid for all license or sublicense fees in connection therewith. The Contractor 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 County 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 County shall have no right to the Source Code with respect to any Third-Party Software.

## **2.5 Confidential Information.**

**2.5.1 County Confidential Information.** All County Confidential Information (as defined below) shall be held in strict confidence by the Contractor, and the Contractor shall not, without the County's prior written consent, (a) disclose such information to any person or entity other than to the Contractor's employees or consultants legally bound to abide by the terms hereof and having a need to know such information in connection with the Contractor's performance of its obligations hereunder, or (b) use such information other than in connection with the performance of its obligations hereunder. The term "County Confidential Information" shall include all County data and other written information of a confidential nature clearly labeled by the County as being confidential. The Contractor understands and agrees that the unauthorized use or disclosure of County Confidential Information may irreparably damage the County. In the event of the Contractor's breach or threatened breach of any of the provisions in this Section 2.5.1, the County shall be entitled to an injunction obtained from any court having appropriate jurisdiction restraining the Contractor from any unauthorized use or disclosure of any County Confidential Information.

**2.5.2 Tiburon Confidential Information.** All Tiburon Confidential Information (as defined below) shall be held in strict confidence by the County, and the County shall not, without the Contractor's prior written consent, (a) disclose such information to any person or entity other than to the County's employees or consultants legally bound to abide by the terms hereof and having a need to know such information in connection with the County'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 the Contractor, whether or not licensed to the County, as well as any written information disclosed by the Contractor to the County under this Agreement, including, but not limited to, any trade secrets, confidential knowledge, data, information relating to the Contractor's products, processes, 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 the Contractor's customers, proprietary information of the Contractor's customers, and information regarding the skills and compensation of the Contractor's employees or other consultants. The County understands and agrees that the Tiburon Confidential Information constitutes a valuable business asset of the Contractor, the unauthorized use or disclosure of which may irreparably damage the Contractor. In the event of the County's breach or threatened breach of any of the provisions in this Section 2.5.2, the Contractor shall be entitled to an injunction obtained from any court having appropriate jurisdiction restraining the County from any unauthorized use or disclosure of any Tiburon Confidential Information.

2.5.3     **Exclusions.** Notwithstanding Section 2.5.1 or Section 2.5.2 hereof, neither County 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.

2.5.4     **Exceptions.** Notwithstanding Section 2.5.1 or Section 2.5.2 hereof, disclosure of County 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 and shall have made a reasonable effort to obtain a protective order requiring that the information to be disclosed be used only for the purposes for which the order was issued;
- (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 to a request for information under the Federal Freedom of Information Act or the California Public Records Act (Gov't. Code Sec. 6250 et seq.), but only to the extent that such disclosure is required under such acts.

2.5.5

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

**PART III  
WARRANTIES**

- 3.1 **Contractor Commitments, Warranties and Representations.** The Contractor warrants that each Tiburon Application shall, for a period of one year following acceptance of such Tiburon Application in accordance with the Statement of Work, conform to the As-Built Specifications with respect to such Tiburon Application and will be free from all Errors. Upon acceptance of each Tiburon Application (on an application-by-application basis) in accordance with the Statement of Work, the County and the Contractor shall negotiate a mutually agreeable support agreement (the "Support Agreement"), or an amendment thereto, pursuant to which the Contractor will provide warranty support and, upon expiration of the warranty period and advance payment of the applicable annual support fee, extended support for such Tiburon Application. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT.
- 3.2 **Warranty for Third Party Products.** The Contractor makes no warranty with respect to any software or hardware components specified in the Project Deliverables other than the Tiburon Applications ("Third-Party Products"). Warranty coverage for Third-Party Products shall be passed through to the County and provided in accordance with the original manufacturers' warranty provisions. To the extent it has been authorized to do so, the Contractor shall take all reasonable steps to assist the County in coordinating technical support under any warranty arrangement with respect to any Third-Party Products. For any Third-Party Product which is no longer available due to model changes or other reasons beyond the control of the Contractor, the Contractor shall provide equipment from the same or other County-approved manufacturer, upon the same terms and conditions, including price, as set forth herein, and said equipment shall be of same or better quality, performance and capacity as the equipment originally specified in the Project Deliverables.
- 3.3 **Documentation.** The Contractor shall provide current and accurate Documentation with respect to each Tiburon Application, including, without limitation, a "user manual" for each Tiburon Application and sufficient copies thereof, as prescribed in the Statement of Work. It is the intent of the parties that the user manual be written in a manner so that County personnel may utilize the manual as a reliable resource for understanding the System's operations and for trouble shooting while working on the System.

**PART IV**  
**IMPLEMENTATION, PAYMENT SCHEDULE AND RELATED SERVICES**

- 4.1 **Implementation Schedule.** Implementation of the work and the delivery and installation of hardware and software shall be completed in accordance with the Project Schedule.
- 4.2 **Delivery and Installation.** The Contractor shall assume responsibility for delivery, unpacking, uncrating and installing all hardware and software specified in the Project Deliverables at the Contractor development and testing center and at the County sites. Following installation of the hardware, the Contractor shall test all hardware in accordance with the manufacturer's standard installation diagnostic procedures, if any. The Contractor shall install and configure all hardware and software in accordance with the procedures set forth in the Statement of Work.

4.3 **Payment Terms.**

- 4.3.1 **Installments.** The County shall make payments to the Contractor (the "Milestone Payments") in accordance with the Milestone Payment Schedule attached hereto as Exhibit D and incorporated herein by this reference (the "Milestone Payment Schedule"). The Contractor shall prepare and submit invoices for payment by the County under this Agreement. Invoices for payments hereunder shall be submitted to the following address:

**San Mateo County Sheriff's Office**  
Attention: Ginger Balkus  
400 County Center  
Redwood City, CA 94063

All payments shall be made within thirty (30) days from the date of the applicable undisputed invoice by check made payable to "Tiburon, Inc." and delivered to 39350 Civic Center Drive, Suite 100, Fremont, California 94538, or by such other means as may be mutually acceptable to the parties.

- 4.3.2 **Equipment Staging.** Certain materials to be delivered by the Contractor under this Agreement shall be received by the Contractor and will remain in the Contractor's possession at its development facility for programming and system integration work by the Contractor prior to delivery to the County. Payment for such materials shall be due and payable by the County upon their receipt by the Contractor at the Contractor's development facility, subject to the following:

- (a) The amount to be paid by the County for such deliverable goods shall be based on the price specified in the Project Deliverables.
- (b) The Contractor will notify the County in writing of the Contractor's receipt of such deliverable goods at a Contractor development facility. Within five (5) business days of such notice of delivery, the County shall verify the delivery of goods by either (i) acceptance of the Contractor's certification of goods received and receipt of a copy of the packing list(s), or (ii) a physical on-site inspection at the County's expense. The County's failure to verify the goods within such 5-day period shall waive the County's right to object to or reject such goods.

4.3.3 **Taxes.** The prices set forth herein include California sales tax but do not include any other 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 County 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 the Contractor's employees.

4.3.4 **Consequences of Late Payments.** 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.

4.4 **Non-Exclusiveness of Remedies.** Any right or remedy of either party provided for in this Agreement, including, but not limited to any guaranty or warranty or any remedy for non-performance, shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.

**PART V**  
**INSTALLATION DEPENDENCIES AND DELAYS**

- 5.1 **County Responsibilities.** The County agrees to provide those services and facilities necessary for the implementation of the System which are set forth as the County's obligations or responsibilities in the Statement of Work (the "County Responsibilities"). The County acknowledges that the dates set forth in the Project Schedule for completion of the services to be provided by the Contractor under this Agreement depend, in part, upon the timely fulfillment of the County Responsibilities. The Contractor shall not be responsible for any delays in the Project Schedule directly and primarily caused by the County's failure to perform the County Responsibilities. The County's failure to perform the County Responsibilities in accordance with the Project Schedule and Statement of Work shall constitute a material default under the Agreement. In accordance with the Statement of Work, the County shall respond within ten (10) business days to any written request submitted by the Contractor for information, clarification or approval of any designs, specifications, documents, or proposed change orders or amendments. The County's failure to respond within this 10-day response period shall constitute a material default under this Agreement.
- 5.2 **Change Orders.** The scope and schedule of services and materials provided under this Agreement may be changed from time to time only by a written change order (a ~~Change Order~~ ~~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. Design, development and implementation work on change order items will be performed at reasonable billing rates to be mutually agreed upon by the parties. The Contractor shall negotiate in good faith and in a timely manner as to the price of the change orders. If the parties reach an agreement, the Agreement shall be amended as necessary to reflect the change order.
- 5.3 **Contractor Caused Delays:** Time is of the essence in the performance of this Agreement; therefore, Contractor shall adhere to the completion dates in the Project Schedule. The parties agree that if, due to no fault of County, certain milestones are not completed in accordance with the Project Schedule, actual damages sustained by the County because of such delay(s) will be uncertain and difficult to determine, and that the reasonable foreseeable damage incurred by County is hereby stipulated to be \$1,000 per calendar day, up to a maximum not-to-exceed amount of \$30,000. Such damages will be applied only in the event completion of the RMS production cutover in accordance with the completion

criteria set forth in the Statement of Work is not achieved in accordance with the Project Schedule. If such event is in jeopardy of not being achieved in accordance with the Project Schedule, Contractor shall inform the County in writing of the potential delay no less than thirty (30) days prior to the scheduled event. Contractor's written notification of the potential delay shall include a proposed recovery plan for the County's consideration and approval. The County's approval of such recovery plan shall not be unreasonably withheld. If the County approves the Contractor's recovery plan, subsequent damages relating to the delay shall only apply to the newly adjusted Project Schedule.

**PART VI**  
**ADDITIONAL TERMS AND CONDITIONS OF THE WORK**

- 6.1 **Storage of Materials; Cleaning Up.** It shall be the Contractor's responsibility to clean any areas impacted by the performance of its duties under this Agreement. The County will not be responsible for loss of, or damage to, materials, tools, appliances or work arising from acts of theft, vandalism malicious mischief or other causes at such off-premise locations. The Contractor shall remove all debris arising from the performance of its services hereunder on a daily basis and upon completion of such services.
- 6.2 **Extra Work.** No claims for extra work will be allowed unless the same shall have been previously agreed to by the County in a written Change Order pursuant to Section 5.2 hereof.
- 6.3 **Status Reports.** The Contractor shall submit, in a format mutually agreeable to both parties, written monthly reports on the status of the work so that the County is kept fully informed of its progress. The County shall designate in writing, from time to time, its project director or other representative to whom required reports shall be directed. The reports shall be submitted to the County so that they are received by the County no later than the 10th day of each calendar month.

**PART VII**  
**GENERAL TERMS AND CONDITIONS OF THIS AGREEMENT**

- 7.1 **Verification of Background.** The Contractor agrees that any employee, agent, subcontractor or consultant having access to any installation site or to any records or information relating, pertaining to or included in the System shall be required to provide their name, date of birth and driver's license number and, at County's expense, shall submit to fingerprinting and a "California Identification Search" in order to verify the person's status and fitness to perform under this Agreement. The County's Sheriff will have sole discretion on whether to approve or disapprove any Contractor employee.
- 7.2 **Assignment & Subcontracting.** Except as expressly provided for herein, neither party shall have the right to assign all or any portion of its rights and licenses granted or delegate any obligations assumed under this Agreement, and any attempted assignment or delegation shall be null and void.
- 7.2.1 **Subcontracting.** Notwithstanding the provisions of Section 7.2, the Contractor shall have the right to delegate matters to such subcontractors as are approved in writing by the County's Manager or his designee. Such approval shall not be unreasonably withheld. By this provision, Contractor is authorized to engage the services of QueTel. All other subcontracting shall be subject to the written approval requirements outlined in this section 7.2.1.
- 7.2.2 **Permitted Assignment.** Notwithstanding the provisions of Section 7.2, the Contractor may, with the prior written consent of any party, assign this Agreement to a successor purchasing all or substantially all of the Contractor's business or assets through asset sale, merger or other transaction. Such approval shall not be unreasonably withheld.
- 7.2.3 **Compliances.**
- 7.2.3.1 Any and all assignees, subcontractors, or consultants utilized under this agreement shall be subject to all of the same terms and conditions regarding non-discrimination that apply to contractor under this Agreement. Contractor shall indemnify the County and shall be liable for its assignee's, subcontractor's or consultant's wrongful or negligent actions, pursuant to Section 7.13.8, supra.
- 7.2.3.2 Subcontractors shall possess liability insurance in amounts subject to the approval of

County's Risk Manager. Quetel shall possess \$1,000,000 general liability; \$1,000,000 professional liability; and \$1,000,000 automobile liability insurance; coverage to be on a per-occurrence basis with the County to be named as additional insured for purposes of this project; and shall possess the required level of statutory workers compensation insurance.

7.3 **Termination.** This Agreement will terminate or may be terminated as provided in this Section 7.3.

7.3.1 **Termination for Default.** Either party may terminate this Agreement upon a default of the other party. A party is in default if the party fails to comply substantially with any material term, condition or provision of this Agreement. In the event of default, the non-defaulting party shall notify the defaulting party in accordance with Section 7.11 hereof of the specific act or omission that constitutes the default, with sufficient detail to provide the defaulting party a reasonable opportunity to cure such default. The defaulting party shall have twenty (20) business days from the date of receipt of such notification to cure such default. In the event of default, and during the above-specified cure period, performance under this Agreement shall continue as though the default had never occurred. In the event the default is not cured within the above specified cure period, then the non-defaulting party may, at its sole option, terminate this Agreement for default. Such termination shall be accomplished by written notice of termination delivered in accordance with Section 7.11 hereof and shall be effective at the close of business on the date such notice is received or the close of business on the termination date specified in such notice, whichever occurs later.

7.3.2 **Termination for Convenience.** The County may terminate this Agreement in whole or in part whenever for any reason the County shall determine that such termination is in the best interest of the County. In the event that the County elects to terminate the Agreement pursuant to this provision, it shall so notify the Contractor in accordance with Section 7.11 hereof and the termination shall be effective as of the close of business on the date such notice is received or the close of business on the termination date specified in such notice, whichever occurs later.

7.3.3

**Termination for Bankruptcy or Insolvency.** In the event that the Contractor shall cease conducting business in the normal course due to insolvency, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of the rights of creditors, the County may, at its option, terminate this Agreement. In the event the County elects to terminate this Agreement under this provision, it shall do so by sending notice of termination to the Contractor in accordance with Section 7.11 hereof and the termination shall be effective as of the close of business on the date such notice is received or the close of business on the termination date specified in such notice, whichever occurs later.

7.3.4

**Procedure on Termination.** Upon termination of this Agreement, the Contractor shall:

- (a) Stop work under the Agreement on the date and to the extent specified in the notice of termination;
- (b) Place no further orders or subcontract for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination,
- (d) With the approval of the County, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable under this Agreement in whole or in part; and
- (e) Take such action as may be necessary, or as the County may direct, for the protection and preservation of any and all property or information related to the Agreement which is in the possession of the Contractor and in which the County has an interest.

7.3.5

**Consequences of Termination.** Upon termination of this Agreement:

- (a) Except as provided in Section 7.3.4 hereof, the Contractor shall be under no further obligation to provide services hereunder;
- (b) The Contractor shall return to the County all County Confidential Information in the Contractor's possession and shall certify in a written document signed by an officer of the Contractor that all such information has been returned;
- (c) The County shall return to the Contractor all Tiburon Confidential Information in the County'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 an authorized officer of the County that all such information and material has been returned;
- (d) The County shall cause payments to be made to the Contractor within thirty (30) days of receipt of invoice for all outstanding invoices submitted to the County prior to the effective date of the termination and for all work performed prior to the effective date of the termination, as well as for other costs incurred prior to, or as a result of, the termination (including without limitation 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) based upon the percentage of work completed at the time of termination and based upon the prices, amounts and rates set forth in the Project Deliverables and the Milestone Payment Schedule; provided, however, that in no event shall the amount of money paid under this provision exceed the Contract Price; and
- (e) 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.

- 7.4 **Laws to be Observed.** All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county, and municipal laws, including, but not limited to, the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap in programs and activities receiving any federal or county financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.
- 7.5 **Governing Laws.** The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of California. All legal proceedings brought in connection with this Agreement may only be brought in a state or federal court located in San Mateo County, 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.
- 7.6 **Permits and Licenses.** Except with respect to permits, licenses, fees and notices imposed or required by the County's site preparation to be completed by the County as required by this Agreement, and except with respect to those which are referenced in the Statement of Work as the responsibility of the County, the Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the services to be performed by the Contractor hereunder.
- 7.7 **Force Majeure.** Neither party shall be responsible for delays caused by acts of God or of the public enemy, fire, floods, tidal waves, earthquakes, epidemics, strikes, labor disputes, shortage of materials and freight embargoes, power failures or spikes, provided that the party desiring to invoke this clause shall notify the other party in writing of the cause or causes of the delay within ten (10) business days of the beginning of such cause or causes and shall exercise due diligence in attempting to avoid any delays and/or the impacts of any delays. A delay caused by a shortage of materials shall not be excused unless the party seeking to invoke this clause furnishes documentary proof that it has diligently made every effort to obtain such materials from all known sources.
- 7.8 **No Third Party Beneficiaries.** This Agreement is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or any other third party, or to authorize anyone not a party to

this Agreement to maintain a suit to enforce or take advantage of its terms. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

- 7.9 **Nondiscrimination Standards** No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to: i) termination of this Agreement; ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to: i) examine Contractor's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of its response to the Complaint when filed.

With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits Contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse

- 7.10 **Conflict of Interest.** The Contractor hereby certifies that

no officer, agent or employee of the County who may have a pecuniary interest in this Agreement has participated in the procurement of this Agreement on the part of the County, that this Agreement was procured in good faith without fraud, collusion or connection of any kind with any other vendor for the same call for proposals and the Contractor has competed solely in its own behalf without obligation to any undisclosed person or firm.

- 7.11 **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 the County:

San Mateo County Sheriff's Office  
Don Horsley, Sheriff  
400 County Center  
Redwood City, CA 94063  
Phone: (650) 363-4056  
Fax: (650) 599-1023

If to the Contractor:

Tiburon, Inc.  
39350 Civic Center Drive, Suite 100  
Fremont, CA 94538  
Attention: Contracts Administrator  
Phone: (510) 792-2108  
Fax: (510) 742-1057

- 7.12 **Insurance.** The Contractor shall not commence work under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the County.

The Contractor shall furnish the County with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending

the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or cancelled, the County of San Mateo at its option, any, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

7.12.1 **Workers' Compensation and Employer Liability Insurance.** The Contractor shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor makes the following certification, required by Section 1861 of the California Labor Code:

Tiburon is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code, and Tiburon will comply with such provisions before commencing the performance of this work of the Agreement.

7.12.2 **Liability Insurance.** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by himself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below. Such insurance shall include:

- (1) Comprehensive General Liability: Tiburon's coverage is \$1,000,000 each occurrence, \$2,000,000 General Aggregate
- (2) Motor Vehicle Liability Insurance: Tiburon's

coverage is \$1,000,000

- (3) Professional Liability: Tiburon's coverage is \$2,000,000.
- (4) Excess Liability: Tiburon's coverage under an Umbrella Form is \$10,000,000 Each Occurrence, \$10,000,000 Aggregate.

If this Agreement remains in effect more than one (1) year from the date of its original execution, County may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar County Agreements by giving sixty (60) days notice to Contractor; provided, however, that County may not exercise this right unreasonably and provided further that Tiburon reserves the right to invoice the County for any increases in premiums incurred by Tiburon as a result of any increased coverage requested by the County pursuant to this provision.

The County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, with respect to any vicarious liability imposed on them on account of the negligence of the Contractor which policies shall contain a provision or endorsement that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the limits stated above, such other insurance shall be excess insurance only.

#### 7.13 Miscellaneous Provisions.

- 7.13.1 **Modifications.** This Agreement may be modified only by mutual written agreement by both parties.
- 7.13.2 **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.

- 7.13.3 **Headings.** The headings of parts, sections and subsections used in this Agreement are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of the Agreement.
- 7.13.4 **Number and Gender; Dates.** Whenever applicable within this Agreement, the singular shall include the plural and the plural shall include the singular and a pronoun of one gender shall refer to any appropriate gender. All references to days in this Agreement shall mean calendar days unless otherwise specifically stated.
- 7.13.5 **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.
- 7.13.6 **Counterparts.** This Agreement may be executed simultaneously or concurrently in one or more counterparts, each of which shall be deemed a duplicate original but all of which together shall constitute one and the same Agreement.
- 7.13.7 **Entire Agreement.** The making, execution and delivery of this Agreement has been induced by no representations, statements, warranties or other agreements except as expressed by the written terms of this Agreement. The parties acknowledge that no employee, agent or representative of the Contractor has the authority to bind the Contractor to any representation not expressly contained in a written agreement signed by an duly authorized representative of the Contractor. This Agreement embodies the entire understanding of the parties and supersedes all prior or contemporaneous proposals, purchase orders,

understandings, representations, conditions, warranties, covenants and other telecommunications between the parties, whether oral or written, relating to the subject of the Agreement unless expressly set forth or referred to in the Agreement. The parties agree that this Agreement may not in any way be contradicted by a prior or existing course of dealing between them or by any usage of trade or custom.

- 7.13.8 **Indemnification and Hold Harmless.** The Contractor agrees to indemnify, hold harmless and defend the County from any and all suits, claims, losses, actions, liability or financial loss that is or may be brought against the County, and/or its officers, employees, agents, subcontractors or consultants as the result of the wrongful or negligent action of the Contractor or its officers, employees, agents, subcontractors or consultants in connection with the performance of the Contractor's services under this Agreement. County shall give Contractor notice and exclusive control over the litigation and resolution of all such claims.

NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL THE CONTRACTOR BE LIABLE FOR LOSS OR DAMAGES RELATED TO THE OPERATION, DELAY OR FAILURE OF SOFTWARE OR EQUIPMENT PROVIDED BY THE CONTRACTOR OR FOR THE ACCURACY OR COMPLETENESS OF DATA. WITH RESPECT TO SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES THAT TIBURON MAY BE LIABLE FOR, SUCH LIABILITY IS LIMITED TO THE COVERAGE PROVIDED UNDER THE INSURANCE POLICIES MAINTAINED PURSUANT TO SECTION 7.2.2 OF THIS AGREEMENT.

- 7.13.9 **Contractor's Power and Authority.** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the County hereunder harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty.

- 7.13.10 **Staff Approval.**

- (a) Within ten (10) days of execution of this Agreement, the Contractor shall designate in writing a single individual to act as the project manager (the "Contractor Project Manager"). The Contractor Project Manager shall be knowledgeable regarding the nature, implementation and use of the System, and shall have sufficient prior working experience with the implementation and use of the System, including its hardware and software

components, so that the Contractor Project Manager can serve as a resource and guide to the County in the implementation and use of the System. The Contractor Project Manager shall ensure the Contractor's compliance with, and shall coordinate appropriate schedules in connection with, the Contractor's obligations hereunder. The Contractor shall use its best efforts to maintain the same Contractor Project Manager for the duration of this Agreement. However, the Contractor may change the individual designated hereunder by providing the County with fifteen (15) days advance written notice designating the new individual authorized to act as the Contractor Project Manager. Notwithstanding the foregoing, the Contractor has the right to appoint a temporary Contractor Project Manager in connection with short-term unavailability, sick leave or reasonable vacations provided that it notifies the County in writing of any such temporary appointments.

- (b) Within ten (10) days of the execution of this Agreement, the County shall designate in writing a single individual to act as the County's project manager (the "County Project Manager"). The County Project Manager shall ensure the County's compliance with, and shall coordinate appropriate schedules in connection with, the County's obligations hereunder. The County shall use its best efforts to maintain the same County Project Manager for the duration of this Agreement. However, the County may change the individual designated hereunder by providing the Contractor with advance written notice designating the new individual authorized to act as the County Project Manager. Notwithstanding the foregoing, the County has the right to appoint a temporary County Project Manager in connection with short-term unavailability, sick leave or reasonable vacations provided that it notifies the Contractor in writing of any such temporary appointments.
- (c) The Contractor Project Manager and the County Project Manager shall be accessible by telephone or by electronic pager throughout the duration of this Agreement. Prior to cutover of the System, both the Contractor Project Manager and the County Project Manager shall be available eight (8) hours per day five (5) days per week, excluding holidays and weekends. From time to time it may be necessary to adjust those hours to support specific project goals and objectives. Such adjustments shall be made as agreed to by both parties. During any Reliability Testing period

described in the Statement of Work with respect to any Tiburon Application, the Contractor Project Manager must be available on a twenty four (24) hour basis, seven (7) days per week.

- (d) If Client should desire that Tiburon replace its Project Manager or any other personnel assigned to assist the project, such request shall be made in writing, include the Client's basis for the request, and delivered in accordance with Section 7.11 hereof. Tiburon's compliance with such requests shall not be unreasonably withheld.

7.13.11 **Century Date Processing.** The Contractor hereby represents and warrants that each Tiburon Application is Year 2000 Compliant. For purposes of this warranty, Year 2000 Compliant means that the Tiburon Applications are designed to be used prior to, during, and after the calendar year 2000 A.D., and that the Tiburon Applications: (1) will not provide invalid or incorrect results or abnormally end or fail to function as a result of any date data; (2) will correctly differentiate between years, in different centuries, that end in the same two digits, and will accurately process date/time data (including, but not limited to, calculating, comparing, sorting, and sequencing) from, into, and between the 20th, 21st and 22nd centuries, including leap year calculations; and (3) will provide that all date-related user and data interface functions, including input and output functions, and data fields include an indication of the century. The foregoing representations and warranties are subject to the limitation that any computer system (whether hardware, software, or firmware) which is used by the County in combination with the Tiburon Applications is capable of accurately providing exchanging Year 2000 Compliant data with the Tiburon Applications.

7.13.12 **Patents and Royalties.** The Contract Price specified herein is deemed to include all royalties or license fees arising from the use of any design, device or materials or other component specified in the Project Deliverables that are covered by patent, trademark or copyright, and the Contractor expressly warrants that by executing this Agreement, the County is entitled to use each such component without infringing upon any patent, trademark or copyright. The Contractor represents that it has secured all necessary licenses, sublicenses, consents or approvals to use all components of the System specified in the Project Deliverables, including, without limitation, all

software, and to license, sublicense or resell such components under the Contractor's name. The Contractor covenants to defend, indemnify and hold harmless the County from any loss, claim or liability in any way related to a claim that the County is violating laws or any contractual provisions relating to trade names, licenses, franchises, patents or other means of protecting interests in any components of the System specified in the Project Deliverables. In case any such components is held to be infringing and its use is enjoined, the Contractor, at its option and expense, shall: (a) secure for the County the right to continue using such component by suspension of any injunction or by procuring any necessary license or sublicense for the County; or (b) modify such component so that it becomes non-infringing; or (c) remove such component and refund all sums paid therefore without prejudice to any other rights of the County. These covenants shall survive the termination of this Agreement and are in addition to any other rights or remedies of the County specified in this Agreement or otherwise provided by law.

**7.13.13 Resolution of Disputes.**

- (a) 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 7.13.13(a).
  - (i) 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.
  - (ii) If such dispute is not resolved by the employees 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.
  - (iii) 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.

- (iv) 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.

<u>Escalation Timetable (Business Days)</u>	<u>Tiburon Representative</u>	<u>Client Representative</u>
0 to 5 <sup>th</sup>	Project Manager	Project Manager
6 <sup>th</sup> to 10 <sup>th</sup>	Operations Manager	[Client Designated]
11 <sup>th</sup> to 15 <sup>th</sup>	Executive Officer	[Client Designated]

- (b) 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 7.13.13(a) hereof, the parties agree to continue without delay all their respective responsibilities under this Agreement that are not affected by the dispute.
- (c) Notwithstanding the foregoing, either party may, before or during the exercise of the informal dispute resolution procedures set forth in Section 7.13.13(a) hereof, 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.

7.13.14 **News Releases.** News releases and all other related information pertaining to this Agreement shall not be made available to anyone by the Contractor without the prior written approval of the County.

7.13.15 **Immigration Laws.** The Contractor shall take all steps necessary to ensure that all its employees and any subcontractors are authorized to work in the United States as required by the Immigration Reform and Control Act of 1986.

7.13.16 **Time is of The Essence.** Time is of the essence for the parties' performance of this Agreement.

7.13.17 **Equipment Compatibility.** 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 Project Deliverables and provided by the Contractor under this Agreement. The Contractor shall not be responsible for the performance of the Tiburon Applications in combination with any other products, elements, or components not supplied by the Contractor except to the extent that the Contractor has provided the interface between such equipment and non-Tiburon products, elements or components pursuant to this Agreement. THE COUNTY SHALL BE RESPONSIBLE FOR ANY EQUIPMENT NOT PROVIDED DIRECTLY BY THE CONTRACTOR 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 THE CONTRACTOR'S SOFTWARE, PERFORMANCE AND DATA CAPACITIES, CONTRACTOR PERSONNEL COSTS AND RELATED EXPENSES DUE TO TIME LOST DUE TO PROBLEMS WITH CLIENT-PROVIDED SOFTWARE OR EQUIPMENT, AND ANY IMPACT ON CONTRACTOR SOFTWARE OR EQUIPMENT WHICH IMPACTS OVERALL SYSTEM OPERATION OR PERFORMANCE. THE CONTRACTOR WILL UNDERTAKE THE AFOREMENTIONED RESPONSIBILITIES FOR COUNTY-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.

- 7.13.18 **Records Retention.** Upon reasonable advance written notice to the Contractor and subject to the confidentiality provision contained in Section 2.5 hereof, the Contractor agrees to provide to the County, to any federal or state department having monitoring or reviewing authority, to County's authorized representatives and/or their appropriate audit agencies reasonable access to and the right to examine and audit records and documents necessary to determine compliance with relevant federal, state, and local statutes, rules, and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed; provided, however, that this right shall not be exercised unreasonably and shall be conducted during the Contractor's normal business hours and in such a manner as to minimize disruption of the Contractor's day to day operations. Contractor shall maintain and preserve all financial records relating to this Agreement for a period of three (3) years from the termination date of this Agreement, or until audit findings are resolved,

whichever is greater.

- 7.13.19 **Future Purchase.** Should the County elect to purchase additional Tiburon products in the future, the County will be entitled to a minimum discount of 25% of all related license fees, with pricing to be based on then-current average Tiburon product costs.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto hereby set their hands as provided below:

**TIBURON, INC.**

By: Original w/signature in County Manager's Office

Name:

Title:

**COUNTY OF SAN MATEO**

*A Political Sub-division of the  
State of California*

By: \_\_\_\_\_

Jerry Hill, President

Board of Supervisors, County of San Mateo

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board of Supervisors, County of San Mateo

Date: \_\_\_\_\_

**RMS Agreement between County of San Mateo and Tiburon, Inc.**

**EXHIBIT A:**

**Statement of Work**

## **EXHIBIT A**

### **PROJECT STATEMENT OF WORK**

This Statement of Work defines the principal activities and responsibilities of both parties for the implementation of the systems defined in Exhibit B for San Mateo County, California (hereinafter called the "Client").

The tasks listed within may not always start and complete in a sequential manner, but may overlap other tasks, according to the Project Plan and Schedule. The completion and acceptance of any task is not contingent upon the completion of a previously defined task unless specifically identified.

Tiburon has subcontracted crime lab software and services to QueTel. Unless specifically noted, all tasks related to the QueTel application(s) will be executed in the same manner as those supplied by Tiburon (i.e., acceptance testing, reliability testing, etc.).

#### **Task 0:           *Project Management***

##### **Task Description:**

Project Management occurs throughout the project and is involved in every task of the project. The overall project management activities are listed here for reference.

##### **Tiburon Responsibilities:**

- a.       Maintain project communications with the Client's Project Manager.
- b.       Manage the efforts of the Tiburon staff and coordinate Tiburon activities with the Client's Project Manager.
- c.       Conduct status meetings with the Client's Project Manager on a monthly basis, or as may otherwise be reasonably required to discuss project status.
- d.       Provide timely responses, within ten (10) business days, to issues raised by the Client's Project Manager.
- e.       Prepare and submit, no later than the fifth business day of each month, a status report that identifies the accomplishments of the previous month as well as activities planned for the current month.
- f.       Prepare and submit project Change Proposals to the Client's Project Manager as necessary.
- g.       Prepare and submit Task Completion Letter(s) to the Client's Project Manager.
- h.       Assume responsibility for the timely execution of all QueTel related tasks.
- i.       Ensure QueTel compliance with the above listed responsibilities (a-g) specific to the QueTel portion of the Statement of Work.

##### **Client Responsibilities:**

- a.       Maintain project communications with Tiburon's Project Manager.
- b.       Manage the efforts of the Client staff and coordinate Client activities with the Tiburon Project

Manager.

- c. Participate in the status meeting with the Tiburon Project Manager on a monthly basis or as may otherwise be reasonably required to discuss project status.
- d. Provide timely responses, within ten (10) business days, to issues raised by the Tiburon Project Manager.
- e. Liaison with all Client provided third-party vendors and associated systems.
- f. Ensure acceptable Change Proposals are approved by authorized signature(s).
- g. Ensure acceptable Task Completion Letter(s) are approved by authorized signature(s).
- h. Ensure timely payment of invoices.
- i. Ensure Tiburon access to server and network equipment and work areas on a 24x7 basis, with pre-authorization for off-hours.
- j. Ensure personnel to support system operation, including error diagnosis and system recovery or restart, as reasonably requested by Tiburon, for time periods equivalent to the hours of intended system use.
- k. Provide a minimum of two (2) dial-in connections per server, convenient to the server equipment for the purpose of remote hardware and software support. These must be circuits capable of supporting V.32 BIS connections and may not connect through a PBX or other premise telephone system.
- l. Allow remote Tiburon access for dial-in access to all development and system "root" accounts on all servers running Tiburon licensed software.
- m. Provide workspace for a minimum of two (2) Tiburon personnel as requested. Client will provide workspace in accordance with its standard workspace requirements.
- n. Ensure telephones are located at each of the workspaces 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.

**Completion Criteria:**

As the items listed here by reference are parts of subsequent tasks, task completion is determined via the subsequent tasks. There is not a separate task completion letter for this item.

**Task 1 :                      *Project Initiation***

**Task Description:**

The project will be initiated with a meeting of key Client and Tiburon project participants<sup>1</sup>.

**Tiburon Responsibilities:**

- a.      Coordinate with Client to establish schedule and location for the Project Initiation Meeting.
- b.      Conduct with the Client an initial project meeting at Client facilities to present a project overview, introduce key team members, review initial project schedule, and tour Client facilities.
- c.      Provide resumes of key Tiburon project participants.
- d.      Deliver, one complete set of current Baseline Specification documents (as listed and provided on CD-ROM in Exhibit B) to the Client.
- e.      Establish the schedule, location, and agenda for the Business Practice Review sessions.

**Client Responsibilities:**

- a.      Coordinate with Tiburon to establish schedule and location for the Project Initiation Meeting.
- b.      Ensure that all appropriate Client personnel attend and actively participate in the Project Initiation Meeting.
- c.      Arrange and provide tour of Client facilities.
- d.      Work with Tiburon to determine the schedule, location, and agenda for the Business Practice Review sessions.

**Completion Criteria:**

This task is considered complete when the Project Initiation meeting has been held and a schedule for Business Practice Review sessions is determined. Task completion will be confirmed by the Client's signature on the task completion letter prepared by Tiburon.

**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 the product application functionality. A series of on-site meetings at a Client facility will be held for the Tiburon system for the purpose of a product review to promote understanding of system functionality, identification of tailoring requirements, and the implementation of external interfaces.

Tiburon will work with the appropriate Client staff to identify and document all tailoring for each Tiburon system and interface to be installed. Standard system tailoring includes the renaming of agency-specific data elements and the reformatting of existing data-entry screens, as well as defining site-specific

---

*1 Unless specified, "Tiburon project participants" will include at least one QueTel representative.*

parameters. It does not include modifications to the application software, database layouts, report output column headers or formatting, or interfaces to internal or external databases or systems. All system changes that result in such modifications are considered system customization, and, if not included as specific project deliverables, will be on a change order basis.

The information gathered will be summarized in a Functional Software Design document to be mutually agreed upon by Tiburon and the Client.

**Tiburon Responsibilities:**

- a. Provide business practice consultants who are familiar with application functionality.
- b. Demonstrate product application functionality.
- c. Conduct a detailed review of the Client's business processes by product area.
- d. Utilize Tiburon's Baseline Specifications and a functional checklist to review product application functionality.
- e. Identify and define areas where a Client business process cannot be met with existing production application functionality.
- f. Document the results of each review.
- g. Create and deliver the Functional Software Design document, which identifies those product application items to be tailored as well as associated interfaces.
- h. Create, deliver, explain and allow for changes to the Training Plan.
- i. Create, deliver and explain the Test Plan.
- j. Create and deliver the Data Conversion Plan, which documents the file to be converted, field mapping definitions, code table mapping definitions, and transfer data formats (if applicable).
- k. Create and deliver the Geographic File Plan.
- l. Create and deliver the Site Plan.

**Client Responsibilities:**

- a. Provide personnel who have operational expertise to analyze business practices in relation to product functionality.
- b. Provide personnel to explain existing Client business practices.
- c. Provide, upon request, currently existing information, data, records, documents and make such design decisions as may be reasonably required to document changes necessary for the Tiburon systems.
- d. Provide, on request, currently existing information, record layouts and documents necessary to establish interfaces with all local and remote systems.
- e. Provide detailed specifications and definitions for all interfaces listed to be delivered.
- f. Review and communicate to Tiburon any exceptions regarding the Functional Software Design document.

- g. Review and communicate to Tiburon any exceptions regarding the Training Plan.
- h. Review and communicate to Tiburon any exceptions regarding the Test Plan.
- i. Review and communicate to Tiburon any exceptions regarding the Data Conversion Plan.
- j. Review and communicate to Tiburon any exceptions regarding the Geographic File Plan.
- k. Review and communicate to Tiburon any exceptions regarding the Site Plan.

**Completion Criteria:**

This task is considered complete upon receipt of the Client's written approval of the Functional Software Design document. Task completion will be confirmed by the Client's signature on the task completion letter prepared by Tiburon.

**Task 2a: *Business Practice Review***

**Task Description:** Collect data relevant to the use of the QueTel systems in the Client's environment. The process to be used will involve on-site meetings at the Client facility to review current operations and practices that will effect the configuration of the QueTel applications.

**Tiburon/QueTel Responsibilities:**

- a. Provide data collection consultants who are familiar with application functionality.
- b. Review fields, screen layouts and standard reports with Client representatives.
- c. Prepare application configuration based on results of "b" above.
- d. Submit application configuration to Client for review and approval.

**Client Responsibilities:**

- a. Provide personnel who have operational expertise to analyze business practices in relation to product functionality.
- b. Provide personnel to explain existing Client business practices.
- c. Provide, upon request, currently existing information, data, records, documents and make such design decisions as may be reasonably required to document changes necessary for the QueTel systems.
- d. Review and communicate to Tiburon any exceptions regarding the QueTel application configuration.

**Completion Criteria:**

This task is considered complete upon receipt of the Client's written approval of the Functional Software Design document. Task completion will be confirmed by the Client's signature on the task completion letter prepared by Tiburon.

**Task 3 :                      *Project Plan and Schedule***

**Task Description:**

The objective of this task is to develop the Project Plan and Schedule and define the priorities and inter-dependencies among tasks.

**Tiburon Responsibilities:**

- a.      Work with the Client to develop the Project Plan and Schedule.
- b.      Prepare and deliver the Project Plan and Schedule document for Client review and approval.
- c.      Review the Project Plan and Schedule with Client personnel and make changes that are mutually agreed upon.
- d.      Measure and evaluate progress against the Project Plan and Schedule.

**Client Responsibilities:**

- a.      Work with Tiburon to develop the Project Plan and Schedule.
- b.      Review and communicate to Tiburon any exceptions to the Project Plan and Schedule.

**Completion Criteria:**

This task is considered complete upon receipt of the Client's written approval of the Project Plan and Schedule. Task completion will be confirmed by the Client's signature on the task completion letter prepared by Tiburon.

**Task 4 :                      *Equipment Staging***

**Task Description:**

Tiburon will install a subset of the complete hardware configuration in the Tiburon development center in accordance with the Site Plan. The equipment to be delivered will be sufficient to support initial software installation, application program tailoring, initial interface development, and testing activities.

**Tiburon Responsibilities:**

- a.      Provide the Client with address and contact information for the delivery of the equipment to the Tiburon development center.
- b.      Provide Client with an inventory list, including serial numbers, of equipment delivered to the Tiburon development center.
- c.      Install the computer hardware, system software and peripheral equipment in the Tiburon development center.
- d.      Install the primary database software and file structure.
- e.      Install the Tiburon baseline application software.

- f. Order the required computer processors and sufficient workstation equipment to support initial software installation, tailoring, testing and demonstration of the software products.

**Client Responsibilities:**

- a. Order the required computer processors and sufficient workstation equipment to support initial software installation, tailoring, testing and demonstration of the software products.
- b. Accept delivery of the hardware based on the Tiburon provided inventory list. Or, at the Client's option and expense, send Client representative(s) to the Tiburon development center to verify the receipt, installation and operation of computer equipment.

**Completion Criteria:**

This task is considered complete when the server, operating system software, primary database software, and baseline application software is installed in the Tiburon development center. Task completion will be confirmed by the Client's signature on the task completion letter prepared by Tiburon.

**Task 5 :                      Software Configuration**

**Task Description:**

Complete software configuration in accordance with the Functional Software Design document.

**Tiburon Responsibilities:**

- a. Tailor the application software in accordance with the Functional Software Design document.
- b. Conduct testing of the tailored application to ensure compliance with the Functional Software Design document.
- c. Document any known problems regarding the software in the Tiburon Customer Support (TCS) database.
- d. Provide and document resolution to any known problems regarding the software in the TCS database.

**Client Responsibilities:**

- a. Provide timely responses to Tiburon questions that may arise during software configuration.

**Completion Criteria:**

This task is considered complete when Tiburon certifies the software has been tailored in accordance with the Functional Software Design document. Task completion will be confirmed by the Client's signature on the task completion letter prepared by Tiburon. A separate task completion letter will be generated for each major system: RMS, ARS and QueTel.

**Task 6 :                      Geographic File**

**Task Description:**

Tiburon will implement the Geographic Conversion Process (GCP) to support the loading of data in the

Tiburon Geographic File (TGF) format into Tiburon application software system files. Following the initial geographic file data conversion, the Client will be responsible for on-going conversions using this same process.

**Tiburon Responsibilities:**

- a. Obtain from the Client a standard ESRI ArcView shapefile containing the street centerline segments to be supported by the application systems.
- b. Obtain from Client all polygon boundary ArcView shapefiles representing reporting district (RD) or grids.
- c. Obtain from the Client one (1) polypoint ArcView shapefile to be associated with Common Place Names.
- d. Use the Tiburon Geographic Conversion Toolkit (GCT) to convert the data into TGF format in preparation for loading the data into the database.
- e. Provide the Client with information regarding the types of data errors that will be identified during the GCP operation that require correction in the Client-provided database.
- f. Provide the Client with the Tiburon Geofile Construction documentation for use in successful entry and conversion of commonplace name data from the ESRI ArcView polypoint shapefile. The document will also be used in determining minimum and optional data requirements including the use of target address, street name alias, and commonplace name files.
- g. Convert the Client-provided ESRI ArcView polypoint shapefile into the associated commonplace file entries in TGF format.
- h. Convert the Client-provided street name alias and target address records into the required TGF formatted data.
- i. Convert the ESRI ArcView polygon shapefile data to generate and attach to the respective segment records the associated RD data.
- j. Provide the software needed to allow batch loading of the Tiburon application systems.
- k. Provide the Client with listings of any geographic file data errors or warnings produced by the GCP process to be used for correction of Client-provided information.

**Client Responsibilities:**

- a. Provide a standard ESRI ArcView shapefile containing the street centerline segments to be supported by the application systems.
- b. Provide all polygon boundary ArcView shapefiles representing reporting districts (RD) or grids.
- c. Provide one (1) polypoint ArcView shapefile to be associated with Common Place Names.
- d. Responsible for both initial geofile creation and ongoing geofile correction and maintenance.
- e. Provide a geographic file coordinator to act as the point of contact regarding geographic data, conversion and loading issues.
- f. Provide the specified ESRI ArcView shapefiles for import into the GCT system either via network connection, by compatible tape drive or CD-ROM media.

- g. Provide this geographic database with all required (TGF) fields present as separate discreet fields, except those fields that are to be created by GCP or GCT.
- h. Review the Tiburon-provided definition of the types of geographic file data errors that may result in exceptions as part of the GCP process and determine a corrective plan of action.
- i. Review the Tiburon-provided rules necessary for the successful entry and conversion of commonplace data to aid in the conversion process.
- j. Review the Tiburon-provided definition of the format to be used to create street name alias and target address records to aid in the conversion process.
- k. Provide all applicable polygon and point files required to define the complete database.
- l. Provide all ESRI and associated systems, software licenses and workstation equipment necessary for the entry and maintenance of the base geographic information.
- m. Provide any needed services to make data corrections due to errors or other conditions which prevent file conversion and loading for on-line operation.
- n. Be solely responsible for the content and accuracy of the geographic file and all related data.
- o. Provide support for ongoing file conversion and reload on a scheduled basis.

**Completion Criteria:**

This task is considered complete when the Tiburon application database has been loaded. Loading initial geographic information is sufficient for task completion; data errors in the Client-provided database will not prevent task completion. Task completion will be confirmed by the Client's signature on the task completion letter prepared by Tiburon.

**Task 7 :        *Functional System Specification***

**Task Description:**

The information documented in the Functional Software Design document will be used to modify the Baseline Specification documents to reflect the specific changes required for implementation. The resulting Functional System Specification documents will reflect the unique tailoring and interface requirements of the Client.

**Tiburon Responsibilities:**

- a. Prepare and deliver Functional System Specification documents for each Tiburon system to be installed.

**Client Responsibilities:**

- a. Review the Functional System Specification documents submitted by Tiburon and identify any specific deficiencies found.

**Completion Criteria:**

This task is considered complete after submittal of the Functional System Specification document. Task

completion will be confirmed by the Client's signature on the task completion letter prepared by Tiburon. A separate task completion letter will be generated for each major system: RMS, ARS and QueTel.

#### **Task 8 :           *Functional Testing***

##### **Task Description:**

Tiburon will demonstrate the tailored functions for all installed systems. The Functional Software Design document and Functional System Specification documents will serve as the guideline for these demonstrations.

##### **Tiburon Responsibilities:**

- a. Demonstrate the tailored functions of the installed systems at the County's location, using the Functional Software Design document and Functional System Specification documents as a test guideline.
- b. Document and review any discrepancies in functionality identified by the Client.
- c. Resolve and document resolution for priority one and priority two technical service requests (TSRs) prior to proceeding with the next task.

##### **Client Responsibilities:**

- a. Provide project personnel for participation in the functional tests conducted in the Tiburon development center. All travel costs for the participant are the responsibility of the Client.
- b. Verify all modified system functionality identified in the Functional Software Design document and Functional System Specification documents.
- c. Working with Tiburon, document each discrepancy between system functionality, the Functional Software Design document, and the Functional System Specification documents.
- d. Work with Tiburon to identify the type of correction needed to ensure that each system conforms to the System Specification documents.

##### **Completion Criteria:**

This task is considered complete when Tiburon demonstrates the tailored functions of the installed systems operate in accordance with the Functional Software Design document and Functional System Specification documents. Task completion will be confirmed by the Client's signature on the task completion letter prepared by Tiburon. A separate task completion letter will be generated for each major system: RMS, ARS and QueTel.

#### **Task 9 :           *System Deployment***

##### **Task Description:**

Install all remaining computer, communications and related components onsite at the Client facilities.

**Tiburon Responsibilities:**

- a. De-install, package, and ship any equipment in the Tiburon development center to the Client facilities.
- b. Deliver and install all equipment to be supplied by Tiburon.
- c. Provide the Client with software configuration diskettes for any workstations to be loaded with Tiburon licensed software.
- d. Provide System Administration training as per the Training Plan.
- e. Conduct on-site functional testing as per the Certification Test Plan.
- f. Resolve and document resolution for priority one and priority two technical service requests (TSRs) prior to proceeding with the next task.

**Client Responsibilities:**

- a. Provide facilities for the installation of the equipment as per the Site Plan.
- b. Provide, configure and install all equipment not provided by Tiburon as a deliverable in the contract.
- c. Complete any required console and related modifications.
- d. Provide and install all network cables not provided by Tiburon and verify both network and PC operation.
- e. Perform any site modifications to allow successful equipment installation.
- f. Provide and install all necessary UPS equipment not provided by Tiburon.
- g. Install and verify the operation of all Client-installed workstation system software.
- h. Attend System Administration Training as per the Training Plan.
- i. Perform necessary database backups on a scheduled basis based upon Tiburon's recommendations, and store these backups in a secure location.
- j. Participate in on-site functional testing as per the Test Plan.

**Completion Criteria:**

This task is complete when the system has been deployed at the Client facilities. Task completion will be confirmed by the Client's signature on the task completion letter prepared by Tiburon. A separate task completion letter will be generated for each major system: RMS, ARS and QueTel.

**Task 9a:        QueTel Crime Lab/Property Management Deployment**

**Task Description:** Complete software configuration in accordance with the application software configuration document.

**Tiburon/QueTel Responsibilities:**

- a.        Configure the application software in accordance with the approved configuration document.
- b.        Conduct testing of the configured application to ensure compliance with the approved application configuration document.
- c.        Document any known problems regarding the software in the Tiburon Customer Support (TCS) database.
- d.        Provide and document resolution to any known problems regarding the software in the TCS database.

**Client Responsibilities:**

- a.        Provide timely responses to Tiburon/QueTel questions that may arise during software configuration.

**Completion Criteria:**

This task is considered complete when Tiburon certifies the software has been configured in accordance with the approved application configuration document. Task completion will be confirmed by the Client's signature on the task completion letter prepared by Tiburon.

**Task 10 :        Interfaces**

**Task Description:**

All interfaces identified in Attachment A3 will be developed, installed and tested.

**Tiburon Responsibilities:**

- a.        Develop and install interface software in accordance with the Functional Software Design document.
- b.        Demonstrate the functionality of each interface in accordance with the Functional Software Design document.
- c.        Resolve and document resolution for priority one and priority two technical service requests (TSRs) prior to proceeding with the next task.

**Client Responsibilities:**

- a.        Assume responsibility for any outside system changes, which may affect the interface specifications as defined in the Functional Software Design document.
- b.        Provide and install all communications lines and equipment not provided by Tiburon.
- c.        Provide all required liaison support with the other agencies and Client vendors required to support

the installation of the interfaces.

- d. Ensure the necessary technical support is made available for installation, testing and demonstration of the interfaces.

**Completion Criteria:**

This task is considered complete when Tiburon certifies each interface is installed and tested. Task completion will be confirmed by the Client's signature on the task completion letter prepared by Tiburon. A separate task completion letter will be generated for each major system: RMS, ARS and QueTel.

**Task 11 :      *Integration Testing***

**Task Description:**

Following functional testing of each individual system component, Tiburon will demonstrate all interfaces to ensure that the complete system operates as defined in the Functional Software Design document.

**Tiburon Responsibilities:**

- a. Demonstrate all inter-system communications between Tiburon application products, applicable product interfaces, and hardware equipment, in accordance with the Functional System Specification documents.
- b. Resolve and document resolution for priority one and priority two technical service requests (TSRs) prior to proceeding with the next task.

**Client Responsibilities:**

- a. Witness and assist with testing and verify all inter-system communications between installed Tiburon systems and between Tiburon and non-Tiburon systems to ensure conformance with the Functional Software Design document.
- b. Document each discrepancy between system functionality and the Functional System Specification documents.

**Completion Criteria:**

This task is considered complete when Tiburon demonstrates the internal and external interfaces operate in accordance with the Functional Software Design document and the Functional System Specification documents. Task completion will be confirmed by the Client's signature on the task completion letter prepared by Tiburon.

**Task 12 :      *Training***

**Task Description:**

A training program will be developed, scheduled, and conducted at a Client facility to train Client personnel on the functional operation and technical support of the installed systems.

**Tiburon Responsibilities:**

- a. Provide training for Client personnel for all Tiburon software installed. Training will be provided in accordance with a mutually agreed-to schedule, not to exceed eight hours per 24-hour period.
- b. Provide one set of printed training materials, including lesson plans for the courses in the form of reproducible black and white masters and machine-readable in Microsoft Word 97 or higher format, based upon Tiburon's documentation standard at the time of delivery. Training materials to be delivered 10 business days prior to training.
- c. Resolve and document resolution for priority one and priority two technical service requests (TSRs) prior to proceeding with the next task.
- d. The number of allocated training days is 38.9, to be defined and described during Task 2

**Client Responsibilities:**

- a. Designate and assign personnel with basic Windows software skills to receive training not to exceed the class size listed in the table above.
- b. Provide a suitable classroom facility with computer workstation equipment for each staff member participating 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.
- c. Provide a copy of the documentation supplied by Tiburon to each student in the training classes.
- d. Provide training for all remaining Client personnel as scheduled and documented in the Project Plan and Schedule.
- e. Pay for travel and per diem expenses for Client staff electing to attend any off-site training classes offered by Tiburon and selected by the Client.

**Completion Criteria:**

This task is considered complete when the scheduled training on each installed system has been completed. Task completion will be confirmed by the Client's signature on the task completion letter prepared by Tiburon.

**Task 12a: *QueTel Crime Lab/Property Management Training***

**Task Description:** A training program will be developed, scheduled, and conducted at a Client facility to train Client personnel on the functional operation and technical support of the installed systems.

**Tiburon/QueTel Responsibilities:**

- a. Provide training for Client personnel for all QueTel software installed. Training will be provided in accordance with a mutually agreed-to schedule, not to exceed eight hours per 24-hour period.
- b. Provide one set of printed training materials, including lesson plans for the courses in the form of reproducible black and white masters and machine-readable in Microsoft Word 97 or higher format, based upon Tiburon's documentation standard at the time of delivery. Training materials to be delivered 10 business days prior to training.

**Client Responsibilities:**

- a. Designate and assign personnel with basic Windows software skills to receive training not to exceed the class size listed in the table above.
- b. Provide a suitable classroom facility with computer workstation equipment for each staff member participating 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.
- c. Provide a copy of the documentation supplied by Tiburon to each student in the training classes.
- d. Provide training for all remaining Client personnel as scheduled and documented in the Project Plan and Schedule.
- e. Pay for travel and per diem expenses for Client staff electing to attend any off-site training classes offered by Tiburon and selected by the Client.

**Completion Criteria:**

This task is considered complete when the scheduled training on each installed system has been completed. Task completion will be confirmed by the Client's signature on the task completion letter prepared by Tiburon.

**Task 13 :      Performance Test**

**Task Description:**

Supported by Client staff, Tiburon shall demonstrate performance levels as described in Attachment A1 of the SOW.

**Tiburon Responsibilities:**

- a. Define and provide the measurement process to record the results of the performance tests.
- b. Develop and deliver a script of transactions to be tested.
- c. Assist the Client in performing the test process.
- d. Resolve and document resolution for priority one and priority two technical service requests (TSRs) prior to proceeding with the next task.

**Client Responsibilities:**

- a. Assist Tiburon with the development of the final script of transactions to be tested.
- b. Provide Client staff to enter data and transactions during the test period.
- c. Perform the performance test script with the assistance of Tiburon.
- d. Ensure that the results of the performance test are within the specified limits.

**Completion Criteria:**

This task is considered complete upon successful achievement of the performance testing requirements. Task completion will be confirmed by the Client's signature on the task completion letter prepared by Tiburon. A separate task completion letter will be generated for each major system: RMS, ARS and QueTel.

#### **Task 14 :      System Cutover**

##### **Task Description:**

Immediately following final data conversion, Tiburon will notify the Client when each system is ready for operational status, assist the Client in placing the system in production status, and support the Client with on-site staff for up to five consecutive days, not to exceed 8 hours per day. The Client may wish to delay the actual cutover of specific subsystems until other subsystems have been in use and are being used satisfactorily. If the Client requests delays in cutover of any modules, Tiburon is not required to be on-site as each module is put into service.

##### **Tiburon Responsibilities:**

- a.      Notify the Client when each system is ready for production operation.
- b.      Monitor the initial operation of the system both technically and functionally for up to five consecutive days following initial cutover and answer any operational questions by the Client. If specific modules are delayed for cutover, Tiburon will support those modules on-line in the mode of warranty support.
- c.      Assist the training staff in utilizing the system and the computer operations staff in supporting the system.
- d.      Document technical service requests (TSRs).

##### **Client Responsibilities:**

- a.      Place the software into production and begin operational use in consultation with Tiburon and in accordance with the Project Plan and Schedule.
- b.      Document errors on technical service requests (TSRs).

##### **Completion Criteria:**

This task is considered complete when the system(s) is placed in production operation, or five business days following receipt of Tiburon's notice of operational certification, whichever occurs first. All subsystems do not have to be placed into production operation for this task to be complete. Task completion will be confirmed by the Client's signature on the task completion letter prepared by Tiburon. A separate task completion letter will be generated for each major system: RMS, ARS and QueTel.

#### **Task 15 :      Reliability Testing**

##### **Task Description:**

This task will verify that the system demonstrates reliable operation, as defined in Attachment A2 to this SOW, in a production environment.

##### **Tiburon Responsibilities:**

- a.      Document technical service requests (TSRs).

- b. Respond to problems or system failures detected.
- c. Provide system corrections as required.
- d. Resolve and document resolution for priority one and priority two technical service requests (TSRs) prior to proceeding with the next task.

**Client Responsibilities:**

- a. Utilize and monitor the operation of the system in a production environment.
- b. Log all occurrences of system failures.
- c. Notify Tiburon in the event of system problems or failures.

**Completion Criteria:**

This task is considered complete upon successful achievement of the reliability testing requirements. Task completion will be confirmed by the Client's signature on the task completion letter prepared by Tiburon. A separate task completion letter will be generated for each major system: RMS, ARS and QueTel.

## **ATTACHMENT A1 PERFORMANCE TEST CRITERIA**

The application system will demonstrate critical system availability levels of 95% or better. At the end of this test if system performance has not met or exceeded this required level, the performance test will continue until this level of performance has been demonstrated. Tiburon shall not be responsible for problems caused by external systems or entities outside of their control.

A response time of five (5) seconds or less for ninety-five percent (95%) of all qualifying transactions entered is required. Transaction time is measured from the time the transaction is initiated to the time the first character appears on the screen.

Qualifying transactions include:

- Data Entry
- Data Updates
- Data Retrieval
- Inquiries and Reports
- Help Requests

The System Performance Testing parameters are contingent upon the following provisions:

- 1) Qualifying Transactions exclude the following transactions or processes, and will not be run concurrently with the System Performance Test period:
  - Ad hoc Inquiries/Reports
  - Data Base Creation facilities
  - Batch processes
  - System updates – Code table builds/rebuilds
  - External inquiry processes/updates
  - Mobile inquiry processes/updates/communication
  - Data Base Maintenance:
    - Backups
    - Data Base Purges
    - Data Base/Index Restructuring
    - Indexed responses exceeding 100 returns (i.e. Search on John Smith cannot return more than 100 names)
- 2) During System Performance Testing, the system must not be constrained by non-Tiburon applications.
- 3) Maximum of fifteen (15) concurrent users during test.
- 4) Period of performance test will be limited to a maximum of twenty (20) minutes.

Tiburon will not provide contractual response time guarantees outside the immediate local network. Response times, negatively impacted by network issues beyond Tiburon's control, will require additional test comparison via a dedicated sub-network connection to the primary server.

## **ATTACHMENT A2 RELIABILITY TEST CRITERIA**

Each system will maintain an availability level of 99.5% for a thirty (30) day consecutive period. These test periods are separate but may overlap based on the Project Plan and Schedule. If system availability has not met this required level, the test period will be extended until this level of reliability has been demonstrated for a period of thirty (30) consecutive days.

The system will not be considered "down" if there is a failure of any hardware component. Failures in individual communication lines, PCs, non-Tiburon PC licensed software or modems do not constitute downtime and are the responsibility of the Client.

Functional problems that do not prevent productive use of the system are not considered downtime. Software problems of this type are documented by the Client to be fixed during and following this phase. Downtime shall begin at the time that the designated Tiburon contact person has been notified of the failure.

Scheduled system unavailability for the purpose of software update, performance tuning, file backups, and other processes typical in a production environment is not considered downtime.

The criteria used for gauging the severity of a testing problem are:

1. Critical/High Priority - System is inoperable and/or data base integrity is endangered.
2. Critical/Low Priority - A major component is not fully operational; usage is restricted.
3. Non-Critical/High Priority - An application is not functioning correctly; however, the system is operable.
4. Non-Critical/Low Priority - Not a serious problem but requires correction.

In the event that the system is considered to be "down" during this test period, one of the following will occur:

- Priority One or Two problems are immediately diagnosed and the test period is stopped. After installation of the appropriate correction(s), the test period will resume.
- Priority Three problems are corrected, tested and demonstrated during the reliability test period. By default, the system will not be considered down unless an aggregate number of Priority Three problems (three or more) occurs, in which case the test period will cease until such time as the number of outstanding Priority Three problems is reduced to less than three.
- Priority Four problems will be logged and then corrected, tested and demonstrated during the reliability test period. The problem is documented as a "minor" system problem, the system not removed from on-line operation and the system is not considered down.

### ATTACHMENT A3 INTERFACE CONTROL DOCUMENT

The following exhibit describes the known interface requirements at the time of contract signing. This exhibit will be modified during implementation to accurately reflect County requirements which may be unknown at the time of contract signing.

The absence of an interface, or of an interface function, within the following document does not alleviate the Contractor from supplying such functionality if it has been described or promised elsewhere within procurement correspondence.

<b>Interface Name</b>	<b>AutoCITE Interface</b>
Interface Summary	On-demand, one-way transfer of AutoCITE data from the AutoCITE Server database to the PRMS/Ti disk.
AutoCITE Version	
Tiburon System Interface	Custom program to upload AutoCITE data from the AutoCITE database server into the PRMS/Ti database.
External System Interface	TCP/IP
Protocols	FTP
Tiburon Hardware Interface	IEEE 802.3 Ethernet LAN
Tiburon Tasks	Design, develop install and test the interface.
County Tasks	Obtain any licenses, services or other fees required by AutoCITE to access their database. Obtain an accurate database schema and supporting product documentation. Assist with testing of the interface.
Comments	Excludes any licenses, services or other fees required from AutoCITE. Assumes AutoCITE database is SQL/ODBC-compliant and that adequate database schema and documentation are available to Tiburon. Assume responsibility for any network, network hardware, external system modifications, or other non-specified services not specifically contracted to Tiburon to complete this interface. This includes any modifications required of the AutoCITE system.

**Table 1: AutoCITE Summary**

Tiburon will provide an on-demand, one-way interface to upload AutoCITE data to the PRMS/Ti disk (accessible to the production PRMS/Ti system). The AutoCITE program will create a transfer file containing fixed-length sequential records. The data in this file will be transferred to a temporary PRMS/Ti file and subsequently deleted. The temporary PRMS/Ti file will be processed into the existing citation file, one record at a time (enabling operator control and editing of the data prior to inclusion in the PRMS/Ti database).

#### **General Design Notes**

##### Necessary Files

Source File  
Hold File (indexed on citation reference number)  
Control File  
RMS CITE File

#### Source File

The Source File is created by producing a "transfer" file on the AutoCITE PC. This file will be loaded by the County into a directory on the PRMS disk. For the purposes of this description, this directory is:

../bin/cite\_load.

The following naming convention is suggested to track files placed in this directory:

citeMMDD.trn (where MM=month and DD=day)

This file will remain in the directory until deleted manually by County personnel.

#### Hold File

Upon execution of the LCIT process (described below) the data will be transferred from the source file to a temporary file named CITEHOLD. This is a data file, with fixed length records constructed from the input fields (TBD) provided by the source file. Each record is indexed by the citation number in a file named ACITINDX. The format of the data in this file is the same as in the CITE file of the PRMS/Ti system.

#### Control File

Upon transfer of data from the source file to the hold file, a control record will be created in a maintenance file named CITECHK. The file name of the source file will be stored along with the preceding nineteen transferred files. If the process is attempted with a file previously transferred, a warning message will be displayed. This message may be overridden at the operator's discretion.

#### RMS CITE File

Upon execution of the ACIT process, the next available hold record will be presented to the operator in CITE A format, ready for standard data entry into the RMS CITE file. Upon successful addition to the RMS, the CITE process will automatically delete the appropriate record from CITEHOLD and remove the associated index from ACITINDX. Optionally, the operator may elect to directly delete the hold record from CITEHOLD, using the ACIT transaction, without adding it to the RMS CITE database.

<b>Interface Name</b>	<b>San Mateo County Message Switch (PRC CAD)</b>
Interface Summary	Transfer of PRC CAD data to PRMS/Ti.
PRC CAD Version	
Tiburon System Interface	Custom software development for San Mateo County Switch.
External System Interface	TCP/IP
Protocols	TCP/IP (Socket)
Tiburon Hardware Interface	CAD server Ethernet adapter
Tiburon Tasks	Install and internal PRMS/Ti communications software and connect to County-provided network hub or switch equipment.
City Tasks	Provide County Switch communications and associated equipment beyond hub.
Comments	None.

**Table 2: San Mateo County Message Switch Summary (PRC CAD)**

Tiburon's proposal includes the costs for accepting CAD incident data for initialization of PRMS/Ti Incident records in a specified file format. This proposal excludes any services or other fees required by PRC to implement the requisite interface and functionality.

*Reference document: San Mateo County Message Switch, Remote CAD Interface Specifications dated December 11, 2001.*

Interface Name	San Mateo County Message Switch (CLETS/DOJ/NCIC)
Interface Summary	PRMS/Ti integrated message switch.
Tiburon System Interface	Custom software development for San Mateo County Switch with subsequent access to CLETS/DOJ/NCIC.
External System Interface	TCP/IP
Protocols	TCP/IP
Tiburon Hardware Interface	CAD server Ethernet adapter
Tiburon Tasks	Install and internal PRMS/Ti communications software and connect to County-provided network hub or switch equipment.
City Tasks	Provide County Switch communications and associated equipment beyond hub.
Comments	<p>Tiburon is providing the software to support the definition of screen formats and the reformatting of these into the formats needed by CLETS. It is assumed that the County Switch supports CLETS transactions in standard format, including CLETS message header information.</p> <p>Tiburon will provide a fixed number of formatted transactions, as defined in the Statement of Work, as well as taking responsibility to train County staff that will then be responsible for any additional transactions and forms.</p>

**Table 3: San Mateo County Message Switch Summary (CLETS/DOJ/NCIC)**

PRMS/Ti includes an internal message switch that supports the ability to accept, format, send and respond to messages to the State of California CLETS system. This interface, typically supported via a direct network connection to the CLETS system, will be implemented via a custom interface to the San Mateo County Message Switch.

Tiburon will install and test this interface to the County's Message Switch. It is expected that the County will provide the support necessary for successful integration and testing of this interface within the County Message Switch.

It is understood and assumed that the message formats used by this message switch for CLETS data transmission are the same as those use for direct CLETS communication. Messages will contain a standard CLETS message header, defining the originating agency and workstation, as well as the transaction to be processed. The message content will be supported as standard CLETS keyword or positional message formats.

The response message from CLETS, via the County Message Switch, will also include the standard CLETS header information to enable the PRMS/Ti system to route the message to the originating workstation. The message display formats are not local to PRMS/Ti, but are the same as those sent by CLETS.

Messages are logged locally by the PRMS/Ti system.

The user of this interface accesses CLETS via local message input forms. These forms are used for data entry only; a "reformatting" subsystem accepts data in the formats defined and translates the data fields into the formats used by CLETS. This reformatting system is initially configured by Tiburon.

Responses from CLETS are displayed on the entering workstation (if properly identified within the responding message header) via the standard message queuing and display functions within PRMS/Ti.

The messages can be viewed, scrolled, resized, printed, redirected, saved and recalled by operator action. They can also be attached to an incident history record in a summary format in the form of a standard incident history status segment.

*Reference document: San Mateo County Message Switch, Remote CAD Interface Specifications dated December 11, 2001.*

<b>Interface Name</b>	<b>CLETS Upload From PRMS/Ti</b>
Interface Summary	PRMS/Ti integrated message switch.
Tiburon System Interface	TCP/IP
External System Interface	Ethernet interface to County Message Switch.
Protocols	TCP/IP
Tiburon Hardware Interface	Ethernet adapter
Tiburon Tasks	Install software that extracts RMS data elements, sending them to CLETS via the County Message Switch.
City Tasks	Support Tiburon where needed regarding technical and administrative details regarding County-provided interface to CLETS via the County switch.
Comments	<p>The following information identifies the typical PRMS/Ti data elements to be sent to CLETS as part of this interface. This list will be reviewed during the initial phase of the project to confirm the applicability of these data elements to be sent from the PRMS/Ti data files; a limited number of additional data elements can also be identified as those to be sent to CLETS during this phase, depending upon the final RMS design as part of the FSD process.</p> <p>The following information is uploaded to CLETS from PRMS:  Stolen Vehicles, Warrants, serialized articles and firearms. The types of transactions are limited to adds and cancels/closes of the above records. Modifies to these records are handled using screens provided by the reformatter.</p>

**Table 4: CLETS Upload from PRMS/Ti**

*Reference document: San Mateo County Message Switch, Remote CAD Interface Specifications dated December 11, 2001.*

<b>Interface Name</b>	<b>Identix Livescan (fingerprint and mug shot)</b>
Interface Summary	Upload of fingerprint data to PRMS/Ti.
Identix Version	
Tiburon System Interface	TCP/IP Bi-directional interface.
External System Interface	Ethernet interface to Identix System.
Protocols	TCP/IP
Tiburon Hardware Interface	Ethernet adapter
Tiburon Tasks	Design, develop install and test the interface.
City Tasks	Obtain any licenses, services or other fees required by Identix to access their database. Provide Identix portion of the interface. Obtain an accurate database schema and supporting product documentation. Assist with testing of the interface.
Comments	Excludes any licenses, services or other fees required from Identix. Assumes Identix database is SQL/ODBC-compliant and that adequate database schema and documentation are available to Tiburon. Assume responsibility for any network, network hardware, external system modifications, or other non-specified services not specifically contracted to Tiburon to complete this interface. This includes any modifications required of the Identix system.

**Table 5: Identix Livescan**

Communication between the RMS and Identix systems is bi-directional. The RMS creates Electronic Arrest Reporting (EAR) files and passes them to the Demographic Data Gateway (DDG), which hands them to the Identix LiveScan.

Identix combines each EAR file with the fingerprint scan of the associated subject, and passes this along to the State. NATMS messages in turn originate from the State, and take the reverse path back to the RMS system.

With regard to the requested mugshot link, Tiburon is proposing a function that will enable the County to display images from the mugshot database on a PRMS/Ti or WebQuery/2000 PC workstation. The mugshot itself will not be stored in the PRMS/Ti database; Identix will remain the storage location for the individual mugshots. Similar functionality will be provided for WebQuery/2000, although the mechanics of the retrieval will differ slightly. <confirm this is necessary then perform final technical review>

The purpose is to provide a simple mechanism to select a specific booking or individual within PRMS/Ti, and initiate display of the related images from the mug shot database without requiring manual activation of the Identix application. These images will be displayed in a window - providing the user with the ability to scroll through multiple images, if they exist for the selection. Closing the window will return the user to the PRMS/Ti application. <confirm this is necessary then perform final technical review>

A button will be provided to activate the mug shot display. The user must select either a person or specific booking record (via MNI number or booking number). Once the person or booking record is displayed, activation of the button will open a window displaying the associated mug shot images, which can be scrolled through by the user. (If booking number is used, images will only be available for this specific booking.) <confirm this is necessary then perform final technical review>

San Mateo County, or others as determined by San Mateo County, is responsible for any network, network hardware, external system modifications, or other non-specified services not specifically proposed by Tiburon to complete this interface. This includes any modifications required of the Identix system.

<b>Interface Name</b>	<b>TFP Mug Shot</b>
Interface Summary	Display of mug shots within PRMS/Ti and WebQuery/2000.
TFP Version	
Tiburon System Interface	TCP/IP one-way interface.
External System Interface	Ethernet interface to TFP System.
Protocols	TCP/IP (FTP)
Tiburon Hardware Interface	Ethernet adapter
Tiburon Tasks	Design, develop install and test the interface.
City Tasks	Obtain any licenses, services or other fees required by TFP to access their database. Provide TFP portion of the interface. Obtain an accurate database schema and supporting product documentation. Assist with testing of the interface.
Comments	Excludes any licenses, services or other fees required from TFP. Assumes TFP database is SQL/ODBC-compliant and that adequate database schema and documentation are available to Tiburon. Assume responsibility for any network, network hardware, external system modifications, or other non-specified services not specifically contracted to Tiburon to complete this interface. This includes any modifications required of the TFP system.

**Table 6: TFP Mug Shot**

For booked persons, data is transferred from PRMS/Ti to the Mugshot System, and a confirmation is returned when the mugshot process has been completed. The PRMS/Ti maintains (among other things) records on persons and bookings. The PRMS/Ti assigns a Master Name Index (MNI) number to each unique person identified to the system. Booking ID maintains unique booking records for each person. A "Mugshot on File" (MOF) flag is to be added so that for each Booking ID an indication is given when a mugshot is known to exist in the Printrak system. The PRMS/Ti and the Printrak TFP System will coordinate all activity by the Booking ID key although MNI number will still be indicated in all transactions for information purposes.

This interface will enable the County to display images from the mug shot database on an PRMS/Ti or WebQuery/2000 PC workstation. The mug shot itself will not be stored in the PRMS/Ti database; TFP will remain the storage location for the individual mug shots. Similar functionality will be provided for WebQuery/2000, although the mechanics of the retrieval will differ slightly.

The purpose is to provide a simple mechanism to select a specific booking or individual within PRMS/Ti, and initiate display of the related images from the mug shot database without requiring manual activation of the TFP application. These images will be displayed in a window - providing the user with the ability to scroll through multiple images, if they exist for the selection. Closing the window will return the user to the PRMS/Ti application.

A button will be provided to activate the mug shot display. The user must select either a person or specific booking record (via MNI number or booking number). Once the person or booking record is displayed, activation of the button will open a window displaying the associated mug shot images, which can be scrolled through by the user. (If booking number is used, images will only be available for this specific booking.)

San Mateo County, or others as determined by San Mateo County, is responsible for any network, network hardware, external system modifications, or other non-specified services not specifically proposed by Tiburon to complete this interface. This includes any modifications required of the TFP system.

Interface Name	QueTel Property and Evidence
Interface Summary	Transfer property and evidence data from QueTel to PRMS/Ti.
Tiburon System Interface	TCP/IP bi-directional interface
External System Interface	Ethernet interface
Protocols	TCP/IP
Tiburon Hardware Interface	Ethernet adapter
Tiburon Tasks	Develop, install and test interface.
City Tasks	Provide network communications. Assist with testing.
Comments	None.

**Table 7: Que-Tel**

The QueTel system is considered the primary repository of information for property being held, and the sole point of data entry and modification. As such, almost all data flow will be from QueTel to Tiburon. The one exception is CLETS-derived information, such as the FCN, which must reach QueTel via the Tiburon RMS since the Tiburon system will have sole access to CLETS. Since the QueTel system will be tracking all property room activity, only the data on Tiburon's main Property tab will be passed.

Property that is not physically present will be handled solely by the Tiburon RMS.

The main keys used for interaction will be the Case Number (internally called DR by Tiburon), and the Tag number. The Case Number will be generated by the CAD system, and thus known to the officer submitting the property. The Tiburon Tag number will correspond to the QueTel Bar Code, and will be generated by QueTel. All fields, including these key fields, will be known by the Tiburon internal names. A complete data dictionary will be published after the Stockton Specification has been finalized.

The following pieces of information will be used to match the QueTel data with the Tiburon data:

DR  
Name  
Sex  
Race  
Date of Birth  
Tag

When the data is first entered, the Tiburon RMS will not have the Tag number, so matching will be by DR and the Name and descriptors. After that matching will be by the Tag number.

The actual physical link between the two systems will be a shared directory accessible by both systems. The particular name and location of the directory is unimportant at this point, the file name will be the Tag/Bar Code number, plus an extension to indicate the addressee: either .tiburon or .quetel. If necessary, each system can have its own subdirectory. The data will be in the form of tag-delimited ASCII text files, and consist of fixed header information followed by the actual data. Each data field will be passed as a separate line, with an eight-character identifying label (the Tiburon internal name) preceding the actual data.

The receiving system will be responsible for deleting/renaming/maintaining the text files being sent to it.

Turn-around time will depend on the how often the programs are set up to check for new text files, which in turn can be left up to the client.

When either system encounters a problem processing a text file sent to it, it should create a text file named for the Tag number and with the extension .err. This file will contain a short, English-like description of what the problem is. Tiburon can include other data from the Incident, such as Date/Time stamps and the list of associated people if that is helpful. Note that most errors will not require any action, since the most common problem will be QueTel having data before Tiburon.

Successful processing for a Tag number should delete any error files for that Tag.

There is no error viewer from the Tiburon side, since virtually all data entry will be occurring on the QueTel system, and that is where the error messages will need to be displayed.

All data is left justified and delimited by the end of the line. Numbers should be displayed the same way with no zeros to the left. Dates will be in the form MMDDYYYY, times in 6-digit military form, i.e. 235800. If a file for the Tag is already on file, it should be overwritten, therefore all fields should be sent (not just those changed) to avoid any lost data.

Example of Interface File 000000223.tiburon (comments after ';'):

```
0034000002      ;DR from CAD
BURTON, JAMES    ;Name of person associated with property
M               ;Sex of person
W               ;Race of person
04051934         ;Date of Birth of person, MMDDYYYY
000000223        ;Tag/Bar Code from QueTel
CAT      B      ;Property category (NCIC codes)
BRAND     SCHWINN ;Property model (NCIC codes)
VAL       34.50  ;Property value
PIECES    3      ;Pieces
```

Interface Name	CJIS
Interface Summary	One-way inquiry/response to/from CJIS; booking data transfer from CJIS to RMS (on-demand) utilizing existing Tiburon CMS to RMS booking format.
Tiburon System Interface	TCP/IP bi-directional interface
External System Interface	Ethernet interface to CJIS
Protocols	TCP/IP
Tiburon Hardware Interface	Ethernet adapter
Tiburon Tasks	Configure existing CMS to RMS transfer to operate with CJIS; design, develop, document and test inquiry and transfer portions of interface.
City Tasks	Provide existing connection to CJIS.
Comments	City is responsibility for coordinating CJIS end of the interface as well as any costs associated with CJIS to provide the other side of the interface.

**Table 8: CJIS**

The interface will use standard TCP/IP protocols for sending and receiving messages. A client/server protocol will be used where the external machine hosts the client application and the CRS hosts the server application. Connection activation will be initiated by the client application, which will establish contact with the TCP/IP server application running on the CRS.

The CRS server application will *create* a socket, *bind* it to the specified port, and then perform a *listen-accept* on that socket. The client application will *create* a socket and then *connect* to the server on the specified port.

There are four types of messages that are defined for this interface: 1) Normal Message (data), 2) Sign-on Request, 3) Sign-on Response, and 4) ACK (data confirmation).

After the TCP/IP link has been established it is up to the client to start the connection by sending a Sign-on Request Message containing a USERID and PASSWORD to the CRS server application. If the USERID and PASSWORD is valid, the CRS application responds by sending a Sign-on Response Message to the client. If the logon information is invalid, the CRS application will issue a *close* and go back to the *listen-accept* state.

Once the client application has received the Sign-on Response Message from the CRS application the full duplex data exchange may commence. This means that Normal Messages will be sent and received over the same connection. Whenever a Normal Message is received an acknowledgement must be sent to the partner application before subsequent messages will be sent.

Either application may tear the connection down if problems are encountered, however, it is up to the client to re-establish the connection. Should the connection be torn down, the CRS application will issue a *close* and once again go into the *listen-accept* state.

#### Normal Messages and Acknowledgments

Each Normal Message sent from the client, or the server, must be acknowledged by an ACK Message from the receiving application. Imbedded in the message header of a Normal Message is a field designated as the ACK Identification field for the message. It is up to the sending application to determine the value of this field, however, an ascending binary number is normally used. The receiving application must return this value in the ACK Identification field of the ACK Message. Normal Messages must be ACKed in the order they were received.

Since all data traffic is over one connection, applications must be ready to accept and process either Normal Messages or ACK Messages at any time. By default, the CRS application implements a sliding window of three (3) messages. That is, if the CRS application is waiting on ACKs for three outgoing messages it will stop sending messages until it receives an ACK for the first message. Similarly, the CRS application can accept up to three unacknowledged incoming messages from the client application which must refrain from sending subsequent messages until the CRS application has acknowledged the pending messages. The value of this sliding window (i.e. 3) is not dynamic, however the value can be modified if application developers request it.

Messages may be unblocked (transferred as one block) or blocked (transferred as multiple blocks) and are marked as such in the message header. Messages originating on the CRS will *always be unblocked* so the client application need not be configured to handle the receipt of blocked messages. The client application is free to block messages for any reason it deems fitting (e.g. message too large to transfer in one block) but must conform to the following:

All segments of a multi-block message must contain a message header.

The ACK Identification field of all segments of a multi-block message must contain the same value.

All segments of a multi-block message must contain "block number" and "total blocks" fields.

The CRS application will generate a single ACK Message when the last segment of a multi-block message is received. That is, the receiving application will only ACK the last block of a multi-block message.

#### Message Format

All messages will contain a 32 byte header. Sign-on Request messages will have 16 bytes of user-id/password information and a 4 byte closeout flag following the 32 byte header. Normal Messages (data messages) will have a 4 byte closeout flag following the last byte of data. Sign-on Response and ACK messages will only contain a message header.

The format of the 32 byte message header is as follows:

Position	# bytes	Value	Description
0	4	x'FF00AA55'	Header Startup Flag
4	1	1	Version
5	1	[1:4]	Window Size (Currently set to 1)
6	1	[0,2,3] or 128 decimal	Message Type Indicator 0 => Normal Message 2 => Sign-on Request Message 3 => Sign-on Response Message 128 => ACK (data confirmation) Message
7	1		{unused}
8	4	big endian	Block number. (1...n; n = total number of blocks)
12	4	big endian	Total number of Blocks composing this message. (n)
16	8		ACK Identification sequence number.
24	4	big endian	Message Length (including header, etc. max of 65,535)
28	4	x'AAFF5500'	Header Closeout Flag

Note that all 32 bit integer fields are in TCP/IP network byte order (which is big endian).

A Sign-on Request Message (length = 52 bytes) would appear as:

Message Header	32 bytes.
User Id	8 bytes.
Password	8 bytes.
Closeout flag	4 bytes (x'55AA00FF')

A Normal Data Message (length = 32+n+4 bytes) would appear as:

	Message Header	32 bytes.
	Data...	n bytes
Closeout flag		4 bytes (x'55AA00FF')

**RMS Agreement between County of San Mateo and Tiburon, Inc.**

**EXHIBIT B:**

**Project Service & Equipment Deliverables  
And Pricing Schedules**

**San Mateo County Sheriff's Office  
Records Management System  
Summary Pricing**

Qty	Description	Equipment and Licenses	Technical Services	Totals	Comments
<b>Law Enforcement Records Management – RMS/2000</b>					Please note that for additional agencies technical service tasks increase between 5 & 6%.
	RMS/2000 Nucleus (1 agency)	\$80,400		\$80,400	Additional agency nucleus license fee for agencies 1-4: \$8075.
	Automated Reporting System	incl			
	Alpha system	incl			Incident Transfer included. Assumes transfer of O42
	Location system	incl			
	Incident system	incl			
	Property/evidence	incl			
	Arrest and Booking	incl			
	Special flags	incl			
	General inquiries	incl			
	Optional modules:				
	Browser Access	\$6,200		\$6,200	Additional agency license fee for agencies 1-4 (per agency): \$1116.
	Bicycle Registration	\$1,400		\$1,400	8/29/02 - removed. For reference, single agency license fee \$1,400.
	Calls-for-Service, Unit History			not included	5/14/02 - removed.
	Case Management	\$3,800		\$3,800	Additional agency license fee for agencies 1-4 (per agency): \$1,000.
	Crime Analysis	\$6,700		\$6,700	Additional agency license fee for agencies 1-4 (per agency): \$1,500.
	Crime Watch			not included	For reference, single agency license fee \$1,700.
	Criminal Records			not included	For reference, single agency license fee \$3,900.
	False Alarm System	\$3,100		\$3,100	
	Fleet Maintenance			not included	For reference, single agency license fee \$4,500.
	Gang System			not included	
	Inventory	\$3,900		\$3,900	Additional agency license fee for agencies 1-4 (per agency): \$1,000.
	Juvenile records	\$3,600		\$3,600	
	License and Permits	\$2,000		\$2,000	
	NIBRS Crime Statistics	\$12,800		\$12,800	For reference, additional license fee for agencies 1-4 (per agency): \$2,500.
	Officer Activity	\$2,000		\$2,000	For reference, additional license fee for agencies 1-4 (per agency): \$800.
	Personnel/Training	\$5,900		\$5,900	For reference, additional license fee for agencies 1-4 (per agency): \$1,200.
	Special Intelligence			not included	For reference, single agency license fee \$2,200.
	Traffic Management	\$3,100		\$3,100	Additional agency license fee for agencies 1-4 (per agency): \$850.
	UCR Crime Statistics			not included	8/29/02 - removed.
	Warrant Tracking	\$4,500		\$4,500	8/29/02 - added. Additional license fee for agencies 1-4 (per agency): \$1,200.
	Requirements Validation, Configuration, Tailoring		\$53,452	\$53,452	
	Software Integration, Testing, Certification		\$58,084	\$58,084	
	<b>Subtotal</b>	<b>\$139,400</b>	<b>\$111,536</b>	<b>\$250,936</b>	
<b>RMS Graphical Workstations</b>					
130	Law RMS full workstation licenses	\$51,350		\$51,350	Use of WebQuery/2000 for inquiry only workstations can significantly reduce this number.
	<b>Subtotal</b>	<b>\$51,350</b>	<b>\$0</b>	<b>\$51,350</b>	
<b>Integrated Message Switch</b>					

**San Mateo County Sheriff's Office  
Records Management System  
Summary Pricing**

Qty	Description	Equipment and Licenses	Technical Services	Totals	Comments
	MSS software and installation	\$9,500	\$8,670	\$18,170	
	RNC interface			not included	Not requested in County RFP. Tiburon assumes manual report upload from field.
	CDPD interface	\$4,800	\$7,530	\$12,330	
	Wireless LAN Interface	\$2,500	\$9,441	\$11,941	
	TCP/IP Interface to State (via County Switch)	\$7,500	\$15,061	\$22,561	
	State/NCIC reformatter	\$4,500	\$5,730	\$10,230	
	Reformat modifications (existing state)		\$5,343	\$5,343	
	<b>Subtotal</b>	<b>\$28,800</b>	<b>\$51,775</b>	<b>\$80,575</b>	
<b>Field Automation System – FAS</b>					
50	ARS Client software licenses	\$19,750		\$19,750	Field connectivity not proposed. Tiburon assumes manual report upload from field.
1	Report Control System	\$8,500		\$8,500	
50	Traffic Accident Reporting		\$0	not included	Concurrent license. Data capture only. County will duplicate CHP form via Crystal.
	Review, Generation and Tailoring		\$20,723	\$20,723	
	Installation, Testing, Certification		\$25,162	\$25,162	
	<b>Subtotal</b>	<b>\$28,250</b>	<b>\$45,885</b>	<b>\$74,135</b>	
<b>Interfaces and Special Systems</b>					
1	CJIS		\$43,719	\$43,719	5/14/02 - removed all interfaces but CJIS. Estimated amount requires review.
1	AutoCite	\$1,800	\$7,287	\$9,087	Please refer to System Interfaces response for additional information.
1	Identix Livescan (fingerprint and mugshot)	\$8,900	\$21,238	\$30,138	Please refer to System Interfaces response for additional information.
1	TFP Imaging (booking photos)	\$7,500	\$19,605	\$27,105	Please refer to System Interfaces response for additional information.
0	CAL-ID			not included	5/14/02 - removed.
1	Que-Tel Crime Lab/Property & Evidence System	\$7,500	\$73,518	\$81,018	Estimate for Technical Services - See Pricing Assumptions for explanation.
0	Intellinetics Imaging			not included	5/14/02 - removed.
	<b>Subtotal</b>	<b>\$25,700</b>	<b>\$165,367</b>	<b>\$191,067</b>	
<b>User Training Classes (quantities per SOW)</b>					
	General RMS administration training		\$8,237	\$8,237	
	Law RMS user training		\$25,397	\$25,397	
	ARS user training		\$7,436	\$7,436	8/29/02 - Fixed.
	MSS system administration training		\$7,186	\$7,186	
	Reformatter user training		\$4,119	\$4,119	
	GCT/GCP user training		\$4,204	\$4,204	For ESRI (ArcInfo/ArcView) geofile conversion.
	Preparation, documentation		\$5,720	\$5,720	
	<b>Subtotal</b>	<b>\$0</b>	<b>\$62,299</b>	<b>\$62,299</b>	
<b>Other Technical and Professional Services</b>					
	Geographic file conversion tools and services	\$6,400	\$16,867	\$23,267	For ESRI (ArcInfo/ArcView) geofile conversion.
	OPTION - Data Conversion Consulting			not included	5/14/02 - removed.

**San Mateo County Sheriff's Office  
Records Management System  
Summary Pricing**

Qty	Description	Equipment and Licenses	Technical Services	Totals	Comments
	Computer installation and configuration		\$16,619	\$16,619	
	Existing network review			not included	
	Network on-site installation			not included	
			\$4,306	\$4,306	
	Mobile Software Installation			not included	Tiburon will train the County to install ARS on the County-provided mobile devices using a subset of the County's devices. The County is then responsible for installing ARS on the remaining devices.
	Project Management		\$161,150	\$161,150	
	<b>Subtotal</b>	\$6,400	\$198,942	\$205,342	
<b>License and Services Totals:</b>		<b>\$279,900</b>	<b>\$635,804</b>	<b>\$915,704</b>	

**Hardware, OEM Software, Misc:**  
(Refer to following pages for details)

1	RMS/ARS and MSS Server	\$52,500		\$52,500	5/21 - modified all Tiburon servers to include correct PC Anywhere configuration.
1	WebQuery/2000 Server	\$9,472		\$9,472	
1	Mapping Support/Geographic Conversion Toolkit (GCT) Workstation	\$2,175		\$2,175	
2	Crime View Workstations	\$8,288		\$8,288	
1	Server Rack/Administrator's Console	\$4,033		\$4,033	
1	QueTel Crime Lab Management Server	\$24,695		\$24,695	5/21 - upgrade of Que-Tel server per Que-Tel instruction.
	Barcode equipment	\$17,026		\$17,026	See Server section for details
	Network and Support Equipment	\$3,034		\$3,034	See Server section for details
	Standard Third-party Software	\$17,906		\$17,906	See Third Party section for details
	Omega Group (Crime View) Software and Services	\$22,220	\$14,380	\$36,600	9/13 - Added.
	Intellinetics Imaging			not included	5/14/02 - removed.
	Que-Tel Software, Services and Equipment	\$337,700		\$337,700	Option - if Tiburon Property/Evidence is not used. See Third Party section for details.
1	Set(s) standard reproducible documentation			included	

**Total Hardware, OEM Software and Services: \$499,049 \$14,380 \$513,429**

**Subcontracted services:**

	Crystal Reports training		\$7,689	\$7,689	
<b>Total Subcontracted Services:</b>		<b>\$0</b>	<b>\$7,689</b>	<b>\$7,689</b>	

	Systems Integration:		\$57,300	\$57,300	
	One-year Warranty:			included	
	Performance Bond:			not included	

	<b>Total Project Price:</b>	<b>\$778,949</b>	<b>\$715,173</b>	<b>\$1,494,122</b>	
8.25%	Tiburon Licensed Software Sales Tax:	\$23,092		\$23,092	
	Equipment and Other Sales Tax:	\$41,172		\$41,172	
	<b>Total Project Price, including tax:</b>	<b>\$843,213</b>	<b>\$715,173</b>	<b>\$1,558,386</b>	

**San Mateo County Sheriff's Office  
Records Management System  
Summary Pricing**

Qty	Description	Equipment and Licenses	Technical Services	Totals	Comments
	<b>Estimated Tiburon annual maintenance:</b>			<b>\$76,138</b>	
	Sales tax			<b>\$6,281</b>	
	<b>Total</b>			<b>\$82,419</b>	
	<b>Estimated third-party annual maintenance:</b>			<b>\$11,255</b>	
	Sales tax			<b>\$929</b>	
	<b>Total</b>			<b>\$12,184</b>	

**San Mateo County Sheriff's Office  
Records Management System  
Server and Equipment Pricing**

Qty	Description	Model	Unit Price	Discount	Unit Discounted Price	Extended Price	Each Monthly Maint.	Total Annual Maint.
<b>RMS/ARS and MSS Server</b>								
1	Compaq ProLiant ML570 Rack Model, with:		\$31,843		\$31,843	\$31,843		3 Yr Warr
	(2) Intel Pentium III Xeon Processor 900MHz/2M							
	2GB Total ECC SDRAM PC 100MHz (4X512)							
	Standard Two 6x1" Drive Cages (Holds Up to 12 1" Hard Drives)							
	Integrated Dual Wide-Ultra2 Controller							
	Smart Array 5302/128 Controller (RAID)							
	(6) 18.2GB Pluggable Ultra3 SCSI 10,000 rpm Hard Drive (System, Applications, Logs)							
	(6) 36.4GB Pluggable Ultra3 SCSI 10,000 rpm Hard Drive (Data)							
	1.44MB Floppy Disk Drive							
	High Speed IDE CD ROM Drive							
	(2) NC3123 Fast Ethernet 10/100 WOL PCI							
	Internal 40/80-Gigabyte VS DLT Drive							
	450Watt Hot Plug Power Supply							
	Redundant Hot Plug Fan							
	Windows 2000 SVR + 5 CALs							
	SmartStart & Compaq Insight Manager							
	Compaq 3-Year Limited Warranty							
	HW Maint: 24-Hour x 7-Day 4 Hour Response Time, 3 Years							
1	Digi 8-port Acceleport Remote Access Server Adapter Card w/4.56K Modems		\$1,549		\$1,549	\$1,549		
9	Microsoft Windows 2000 Server, 20 CAL		\$739		\$739	\$6,651		
2	Microsoft Windows 2000 Server, 5 CAL	C78-00002	\$189		\$189	\$378		
2	Microsoft SQL Server 2000 (Server License)	C78-00001	\$4,799		\$4,799	\$9,598		
1	Crystal Reports v8.5 Pro w/Subscription 5U		\$1,975		\$1,975	\$1,975		
1	Symantec PC Anywhere V10.5 Host and Remote		\$169		\$169	\$169		
1	Avocent PS/2 keyboard, PS/2 mouse & VGA video switch cable - 15'		\$75		\$75	\$75		
1	Shipping	CIFCA-15	\$262		\$262	\$262		
	Project maintenance					not included		
	<b>Subtotal</b>					<b>\$52,500</b>		
<b>WebQuery Intranet Server</b>								
1	Compaq ProLiant DL380 G2 Rack Model with:		\$9,126		\$9,126	\$9,126		3 Yr Warr
	(1) Intel Pentium III processor 1.40GHz. May be upgraded by adding second processor.							
	2GB Total SDRAM 133MHz							

**San Mateo County Sheriff's Office  
Records Management System  
Server and Equipment Pricing**

Qty	Description	Model	Unit Price	Discount	Unit Discounted Price	Extended Price	Each Monthly Maint.	Total Annual Maint.
	Hot Plug Drive Cage-Ultra3 (5 x 1" and 1 x 1.6")							
	Integrated Smart Array 5i Controller							
	RAID 1 setting (Requires minimum of 2 matching drives)							
	(2) 18.2GB Pluggable Ultra3 SCSI 10,000 rpm Hard Drive (1")							
	1.44MB Floppy Disk Drive							
	High Speed IDE Low Profile CD-ROM							
	Two (2) Compaq NC3163 Fast Ethernet NIC (embedded) PCI 10/100 WOL							
	Hot Plug Redundant Power Supply Module							
	Hot Plug Redundant Fans (3)							
	Windows 2000 Server + 5 CALs							
	SmartStart & Compaq Insight Manager							
	Standard Quick Deployment Rails							
	Compaq 3-Year Limited Warranty							
	HW Maint: 24-Hour x 7-Day, 4-Hour Response On-Site Coverage - 3 Years							
1	Symantec PC Anywhere V10.5 Host and Remote		\$169		\$169	\$169		
1	Avocent PS/2 keyboard, PS/2 mouse & VGA video switch cable - 15'		\$75		\$75	\$75		
1	Shipping/Handling	CIFCA-15	\$102		\$102	\$102		
no	Project maintenance							
	<b>Subtotal</b>					<b>\$9,472</b>		
<b>Mapping Support/Geographic Conversion Toolkit (GCT) Workstation</b>								
1	Compaq Evo D500 Convertible Minitower, with:		\$2,089		\$2,089	\$2,089		3 Yr Supp
	Intel Pentium 4 Processor 1.70 GHz							
	Intel 845 chipset with 400MHz Front Side Bus							
	512MB PC133 SDRAM (2 DIMMs)							
	(2) 40GB Ultra ATA 100 (7200rpm)							
	24X/10X/40X CD-RW Drive							
	1.44MB Floppy Disk Drive							
	nVidia GeForce2 MX400 32MB 4X AGP							
	Embedded Intel PRO/100 NIC							
	Integrated Intel audio w/ internal speaker							
	Compaq PS/2 Scroll Mouse							
	Compaq Keyboard							
	Compaq P720 17" Carbon/silver Natural Flat Diamondtron Professional Series CRT							
	System Documentation Kit							
	2 audio, 2 USB front ports for added convenience							

**San Mateo County Sheriff's Office  
Records Management System  
Server and Equipment Pricing**

Qty	Description	Model	Unit Price	Discount	Unit Discounted Price	Extended Price	Each Monthly Maint.	Total Annual Maint.
	Microsoft Windows 2000 Professional (Service Pack 2)							
	Restore CD							
	3 years Parts & Labor with 3 years 9x5 4-hour response onsite							
1	Shipping/Handling (x2)		\$86		\$86	\$86		
no	Project maintenance					not included		
	<b>Subtotal</b>					<b>\$2,175</b>		
<b>Geographic Presentation and Analysis (GPA) Workstation</b>								
2	Compaq Evo D510 Convertible Minitower, with:		\$3,981		\$3,981	\$7,962		3 Yr Supp
	Intel Pentium 4 Processor 2.4N GHz (533 MHz Front Side Bus)							
	Intel 845 chipset with 533MHz Front Side Bus							
	512MB PC2100 (266MHz) DDR Memory							
	(2) 40GB Ultra ATA 100 (7200rpm)							
	40X/10X/40X CD-RW Drive with Roxio CD Creator v5.1							
	1.44MB Floppy Disk Drive							
	NVIDIA Quadro4 200NVS 64MB AGP Dual Head Graphics Card							
	Integrated Intel PRO/100 VM Network Connection							
	Integrated Intel audio							
	Compaq PS/2 Scroll Mouse							
	Compaq Keyboard							
	(2) Compaq P1220 22" Carbon/silver Natural Flat Diamondtron Professional Series CRT							
	System Documentation Kit							
	2 audio, 2 USB front ports for added convenience							
	Microsoft Windows 2000 Professional (Service Pack 2)							
	Microsoft Office XP Standard (Full Version)							
	Restore CD							
	HW Maint: 3 years Parts & Labor with 3 years 9x5 4-hour response onsite							
2	Shipping/Handling		\$163		\$163	\$326		
no	Project maintenance					not included		
	<b>Subtotal</b>					<b>\$8,288</b>		
<b>Server Rack/Administrator's Console</b>								
1	Compaq Rack 9142 (42U) -Shock		\$1,465		\$1,465	\$1,465		
1	Lot Blanking Panels, Shelves, Power Distribution, Cable Management and Misc hardware for equipment rack		\$850		\$850	\$850		

**San Mateo County Sheriff's Office  
Records Management System  
Server and Equipment Pricing**

Qty	Description	Model	Unit Price	Discount	Unit Discounted Price	Extended Price	Each Monthly Maint.	Total Annual Maint.
1	Avocent AutoView 400 Matrix KVM Switch - 2 Users, 8 Ports	AV400-8	\$959		\$959	\$959		
1	Avocent 19" Rack Mounting Kit for Autoview 400	RMK-34	\$45		\$45	\$45		
1	Viewsonic E70 17" (16" viewable) CRT with 0.27mm dot pitch	E70-8	\$173		\$173	\$173		
1	Compaq Rack Mount Keyboard with Integrated Track Ball		\$155		\$155	\$155		
1	Shipping/Handling		\$386		\$386	\$386		
no	Project maintenance					not included		
	<b>Subtotal</b>					<b>\$4,033</b>		
<b>QueTel Crime Lab Management Server</b>								
1	Compaq ProLiant ML530 G2 Rack Model with:		\$13,896		\$13,896	\$13,896		3 Yr Warr
	Two (2) Intel Xeon Processors 2.4GHz							
	1GB (2x512MB) Memory							
	Integrated Dual Wide-Ultra3 SCSI Adapter							
	(2) Standard 6 x 1" Drive Cages (Holds up to 12 x 1" Hard Drives)							
	Smart Array 5302/128 Controller (RAID)							
	(2) 18.2GB Pluggable Ultra3 SCSI 10,000 rpm Hard Drive (1")							
	(3) 36.4GB Pluggable Ultra3 SCSI 10,000 rpm Hard Drive (1")							
	1.44MB Floppy Disk Drive							
	High Speed IDE CD ROM Drive							
	Embedded Compaq NC3163 Fast Ethernet NIC PCI 10/100 with WOL (Wake On LAN)							
	Internal 40/80-Gigabyte VS DLT Drive							
	Windows 2000 SVR + 5 CALs							
	600W Hot Pluggable Power Supply							
	Redundant Hot Plug Fan							
	SmartStart & Compaq Insight Manager							
	Compaq 3-Year Limited Warranty							
	HW Maint: 24-Hour x 7-Day 4 Hour Response Time, 3 Years							
1	Compaq Third Party Rack Kit		\$500		\$500	\$500		
1	Viewsonic E70 17" (16" viewable) CRT with 0.27 mm dot pitch		\$173		\$173	\$173		
1	Microsoft Optical Wheel Mouse		\$29		\$29	\$29		
1	Microsoft Internet Keyboard		\$35		\$35	\$35		
1	Compaq V.90 PCI Modem		\$89		\$89	\$89		
2	Database Software -- Microsoft SQL Server 2000		\$4,799		\$4,799	\$9,598		
1	Symantec PC Anywhere V10.5 Host and Remote		\$169		\$169	\$169		
1	Miscellaneous Equipment and Cabling		\$100		\$100	\$100		
1	Shipping/Handling (x2)		\$106		\$106	\$106		
no	Project maintenance					not included		

**San Mateo County Sheriff's Office  
Records Management System  
Server and Equipment Pricing**

Qty	Description	Model	Unit Price	Discount	Unit Discounted Price	Extended Price	Each Monthly Maint.	Total Annual Maint.
	<b>Subtotal</b>					<b>\$24,695</b>		
<b>Barcode equipment</b>								
5	Fixed Mount Scanner - Symbol LS 1902 Cobra Triggerless USB Synapse Kit	LS1902C-E000-065	\$321		\$321	\$1,605		
5	PSC (PERCON) Falcon 310 Portable data collector, 2MB batch LASER kit with docking station (SIDW #105890)	Falcon 310 Kit	\$2,299		\$2,299	\$11,495		
1	Printer: Thermal Bar Code, 300 DPI w/Print Server & Starter Kit (SIDW #102427, 102285 & 132264)	Zebra Z4000	\$2,870		\$2,870	\$2,870		
	Shipping fees					\$1,056		
	(Standard manufacturer's warranty)							
	<b>Subtotal</b>					<b>\$17,026</b>		
<b>Network and Support Equipment</b>								
2	Cisco Catalyst 2950T 24-port Switch 24-port 10/100BASE-TX Fast Ethernet managed rackmountable switch with 2 10/100/1000BASE-T ports	WS-C2950T-24	\$1,019		\$1,019	\$2,038		
2	CAT5e 1' Snagless Patch Cable		\$8		\$8	\$16		
8	25ft CAT5 RJ45 Cable M/M		\$15		\$15	\$120		
1	Miscellaneous Networking/Components		\$500		\$500	\$500		
	Shipping fees					\$180		
	(Standard manufacturers' warranties)							
	<b>Subtotal</b>					<b>\$3,034</b>		
	<b>Totals</b>					<b>\$121,223</b>		

**San Mateo County Sheriff's Office  
Records Management System  
Third-Party Pricing**

Qty	Description	Item	Unit Price	Discount	Unit Discounted Price	Extended Price	Total Annual Maint.	Comments
<b>Third-party Software</b>								
1	Microfocus runtime license		\$17,906		\$17,906	\$17,906	\$2,595	
	(standard manufacturers' warranties)							
	<b>Subtotal</b>					<b>\$17,906</b>	<b>\$2,595</b>	
<b>Omega Group Software</b>								
2	CrimeView software		\$6,000		\$6,000	\$12,000	\$3,990	
2	ESRI support package (incl warranty to 1 year)		\$5,110		\$5,110	\$10,220	\$4,670	
	Technical and professional services		\$14,380		\$14,380	\$14,380		
	(includes 1-day training for 2 staff members)							
	(standard manufacturers' warranties)							
	<b>Subtotal</b>					<b>\$36,600</b>	<b>\$8,660</b>	
<b>Que-Tel Software, Services and Equipment</b>								
1	Data Collection - Tracking and Inventory		\$11,000		\$11,000	\$11,000		Define/Verify requirements.
1	Data Collection - Crime Lab		\$13,200		\$13,200	\$13,200		Define/Verify requirements.
1	Data Collection - Interfaces		\$16,500		\$16,500	\$16,500		Define/Verify requirements.
1	Project Management - Tracking and Inventory		\$13,200		\$13,200	\$13,200		
1	Project Management - Crime Lab		\$8,800		\$8,800	\$8,800		
1	Project Management - Interfaces		\$8,800		\$8,800	\$8,800		
1	Evidence TraQ (Enterprise Version)		\$38,500		\$38,500	\$38,500		
1	Concurrent Licenses (10)		\$11,000		\$11,000	\$11,000		Licenses apply to Pawn, Stolen and Asset Databases.
1	Notification Letter		\$4,400		\$4,400	\$4,400		Notify Owners to pick up property.
1	Report Writer		\$6,050		\$6,050	\$6,050		
1	Extended Security		\$8,250		\$8,250	\$8,250		Record and field level security.
1	Import/Export Option		\$5,500		\$5,500	\$5,500		
1	Tiburon RMS/2000 Interface		\$15,400		\$15,400	\$15,400		Upload new record and disposition of record.
1	Installation		\$5,500		\$5,500	\$5,500		
1	Training		\$4,400		\$4,400	\$4,400		
1	Web Browser to Change Disposition		\$4,950		\$4,950	\$4,950		
1	Pawn Shop Database		\$16,500		\$16,500	\$16,500		Assumes installation with Evidence TraQ.
1	Pawn Shop Database - Remote (Web) Entry		\$7,150		\$7,150	\$7,150		
1	Pawn Shop Database - Compare pawned items against stolen		\$4,950		\$4,950	\$4,950		
1	Pawn Shop Database - Training		\$2,200		\$2,200	\$2,200		
1	Stolen and Lost Property		\$16,500		\$16,500	\$16,500		Assumes installation with Evidence TraQ.
1	Stolen and Lost Property - Compare pawned items against stolen		\$4,950		\$4,950	\$4,950		
1	Stolen and Lost Property - Training		\$2,200		\$2,200	\$2,200		
1	Crime Lab Master License		\$49,500		\$49,500	\$49,500		Pricing assumes customization to lab procedures.
1	Crime Lab - Concurrent License (10)		\$11,000		\$11,000	\$11,000		
1	Crime Lab - Integration with Evidence TraQ		\$8,800		\$8,800	\$8,800		
1	Crime Lab - Remote Login Option		\$8,250		\$8,250	\$8,250		Web-based.
1	Crime Lab - Remote Status Query Option		\$5,500		\$5,500	\$5,500		Web-based.
1	Crime Lab - Email Notification of Report		\$5,500		\$5,500	\$5,500		Web-based.
1	Crime Lab - Installation		\$8,250		\$8,250	\$8,250		

**San Mateo County Sheriff's Office  
Records Management System  
Third-Party Pricing**

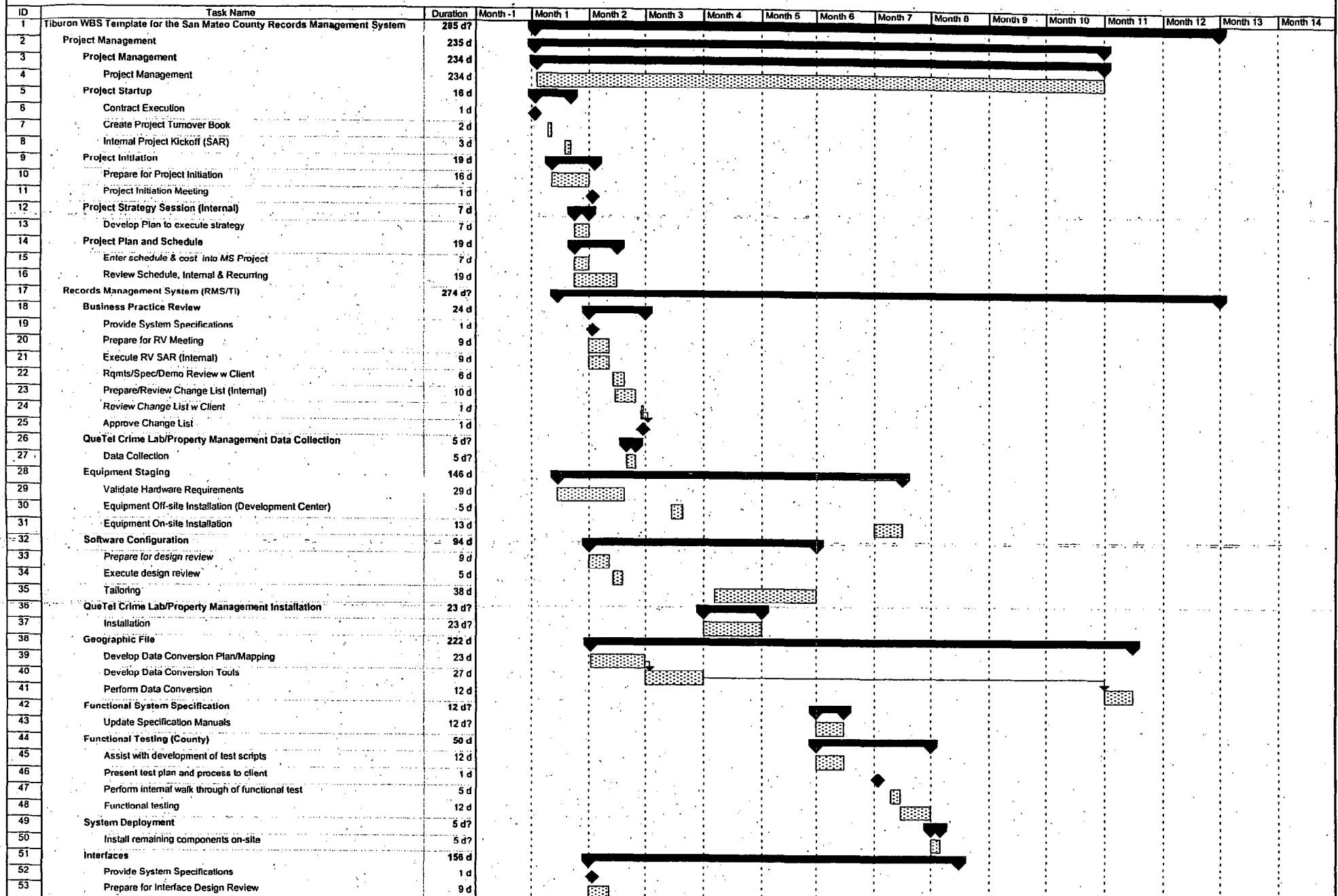
Qty	Description	Item	Unit Price	Discount	Unit Discounted Price	Extended Price	Total Annual Maint.	Comments
1	Crime Lab - Training		\$11,000		\$11,000	\$11,000		
	<b>Subtotal</b>					<b>\$337,700</b>		
<b>Crystal Reports Training</b>								
1	Crystal Reports training costs		\$7,689		\$7,689	\$7,689		
	<b>Subtotal</b>					<b>\$7,689</b>		
<b>Documentation</b>								
1	Set standard reproducible Tiburon software and administration documentation					included		
	<b>Subtotal</b>					<b>\$0</b>		
<b>Totals</b>								
						<b>\$399,895</b>	<b>\$11,255</b>	

**RMS Agreement between County of San Mateo and Tiburon, Inc.**

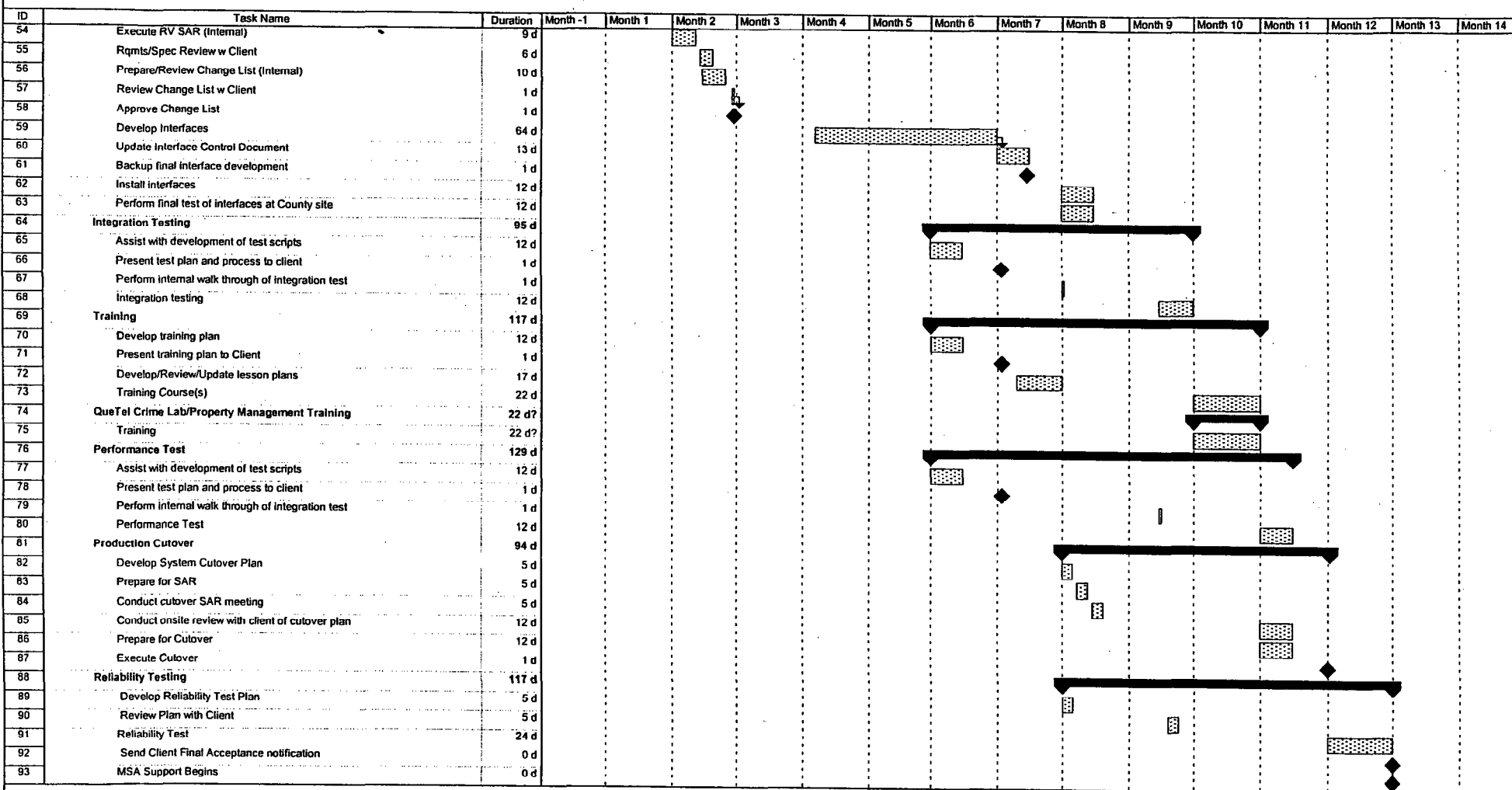
**EXHIBIT C:**

**Initial Project Schedule**

**San Mateo County, CA  
Records Management System  
Preliminary Project Schedule**



**San Mateo County, CA  
Records Management System  
Preliminary Project Schedule**



**RMS Agreement between County of San Mateo and Tiburon, Inc.**

**EXHIBIT D:**

**Payment Schedule**

**San Mateo County, CA  
Records Management System  
Exhibit D - Payment Schedule**

<u>SOW Task</u>	<u>Description</u>	<u>%</u>	<u>Payment Basis</u>	<u>Hardware/OEM Software</u>	<u>License &amp; Services Fees</u>	<u>Net Payment</u>	<u>Cum Payments</u>	<u>Remainder</u>
	<b>Total Contract Amount</b>							<b>\$1,558,386.00</b>
	<b>Hardware and Third Party Software</b>		Upon Delivery	\$513,429.00		\$513,429.00	\$513,429.00	\$1,044,957.00
1	30 days Prior to Project Initiation Meeting	5%			\$52,247.85	\$52,247.85	\$565,676.85	\$992,709.15
2	Business Practice Review	5%			\$52,247.85	\$52,247.85	\$617,924.70	\$940,461.30
3	Project Plan and Schedule	5%			\$52,247.85	\$52,247.85	\$670,172.55	\$888,213.45
6	Geographic File Conversion	5%			\$52,247.85	\$52,247.85	\$722,420.40	\$835,965.60
8	Functional Testing	5%			\$52,247.85	\$52,247.85	\$774,668.25	\$783,717.75
9	System Deployment	10%			\$104,495.70	\$104,495.70	\$879,163.95	\$679,222.05
11	Integration Testing	5%			\$52,247.85	\$52,247.85	\$931,411.80	\$626,974.20
12	Training	10%			\$104,495.70	\$104,495.70	\$1,035,907.50	\$522,478.50
13	Performance Test	5%			\$52,247.85	\$52,247.85	\$1,088,155.35	\$470,230.65
14	Production Cutover	15%			\$156,743.55	\$156,743.55	\$1,244,898.90	\$313,487.10
15	Reliability Testing	30%			\$313,487.10	\$313,487.10	\$1,558,386.00	\$0.00
		100%						
	<b>Total Payments:</b>					<b>\$1,558,386.00</b>		

**RMS Agreement between County of San Mateo and Tiburon, Inc.**

**EXHIBIT E**

**NIBRS/CIBRS Data Specifications**

# **NIBRS Data Segments Specification**

## **CALIFORNIA**



**Note: All data elements unless otherwise noted by shading and identified by a California Element ID number (e.g. CA-01) are presumed to be FBI NIBRS standard as defined by the Volume 1: Data Collection Guidelines National Incident-Based Reporting System documentation.**

**Admin Segment: Level 1**

Level 1 -- Administrative Segment

This is the master segment. There is one Administrative Segment per Group "A" Incident Report. All other incident data relating to offenses, property, victims, offenders, and arrestees is contained in segments that are linked to the Administrative Segment by Data Elements 1 (ORI Number) and 2 (Incident Number).

CRIS NIBRS FIELD ID	FBI Data Field Num	Seg. Posit.	LEN	Description
		1-4	4	RECORD DESCRIPTOR WORD (RDW) - Must have an ASCII value of "0087" in positions 1-4.
		5	1	SEGMENT LEVEL - Designates this as an Administrative Segment. Valid Code: 1.
1.1		6	1	SEGMENT ACTION TYPE - Instructs NIBRS as to what kind of data base activity is to be performed. Valid Codes: I/ A/ M/ D/ and W.
1.2		7-8	2	MONTH OF TAPE (01-12) - This is the month of the update activity; not the month the tape was created. Refer to Subsection 4 (When to Create Monthly Tapes).
1.3		9-12	4	YEAR OF TAPE - e.g.; 1995 Year in which the "Month of Tape" falls.
		13-16	4	CITY INDICATOR - This field is used for cities participating directly in NIBRS because the state does not have a participating IBR system. Valid Code: The FBI will assign a "participation" indicator for those agencies meeting the requirements for direct submission in NIBRS.
1.4	1	17-25	9	ORI NUMBER - Valid NCIC ORI number.
1.5	2	26-37	12	INCIDENT NUMBER - Left-justified with blank right-fill. Example: 89-13456 / 89T123456789
1.6	3	38-45	8	INCIDENT DATE - In the format of YYYYMMDD : e.g.; 19880328. If Incident Date is unknown enter Report Date. Refer to INCIDENT HOUR below for times occurring exactly at midnight. REPORT DATE INDICATOR - Must be "R" = Report; if entered. ENTER ONLY if the Report Date was entered in the Incident Date; else BLANK.
1.7	3	47-48	2	INCIDENT HOUR - Enter time in military hours only; do not enter minutes. If hour is unknown leave BLANK. If incident occurred on or between midnight and 0059: enter 00; on or between 0100 and 0159 - enter 01; on or between 2300 and 2359 - enter 23; etc. NOTE: If an incident occurred at exactly midnight; this should be considered the beginning of the next day (i.e.; as if the crime occurred at 1 minute past midnight).
1.8	4	49	1	CLEARED EXCEPTIONALLY - Valid Codes: A/ B/ C/ D/ E/ and N.
1.9	5	50-57	8	EXCEPTIONAL CLEARANCE DATE - In the format of YYYYMMDD. e.g.; 19880301.

THE DATA THAT FOLLOWS IS APPLICABLE ONLY WHEN A SEGMENT ACTION TYPE  
"W" SEGMENT IS BEING SUBMITTED OR IS BEING MODIFIED:

NOTE: Data Element 6 occurs 10 times.

1.11.1	6	58-60	3	UCR OFFENSE CODE (#1) - Valid Code: Refer to Volume 1 under Section IV (Offense Codes). The original incident's offense(s) must be entered to enable identification of the offense(s) being exceptionally cleared.
1.11.2	6	61-63	3	UCR OFFENSE CODE (#2)
1.11.3	6	64-66	3	UCR OFFENSE CODE (#3)
1.11.4	6	67-69	3	UCR OFFENSE CODE (#4)
1.11.5	6	70-72	3	UCR OFFENSE CODE (#5)
1.11.6	6	73-75	3	UCR OFFENSE CODE (#6)
1.11.7	6	76-78	3	UCR OFFENSE CODE (#7)
1.11.8	6	79-81	3	UCR OFFENSE CODE (#8)
1.11.9	6	82-84	3	UCR OFFENSE CODE (#9)
1.11.10	6	85-87	3	UCR OFFENSE CODE (#10)

**OFFENSE Segment: Level 2****Level 2 -- Offense Segment**

There is one segment for each different UCR OFFENSE CODE (up to 10) associated with this incident.

CRIS NIBRS FIELD ID	FBI Data Field Num	Seg. Posit.	LEN	Description
		1-4	4	RECORD DESCRIPTOR WORD (RDW) - Must have an ASCII value of "0089" in positions 1-4.
		5	1	SEGMENT LEVEL - Designates this as an Offense Segment. Valid Code: 2.
2.1		6	1	SEGMENT ACTION TYPE - Valid Code: I.
2.2		7-8	2	MONTH OF TAPE (01-12) - This is the month of the update activity not the month the tape was created. Refer to Subsection 4 (When to Create Monthly Tapes).
2.3		9-12	4	YEAR OF TAPE - e.g.: 1995 Year in which the "Month of Tape" falls.
		13-16	4	CITY INDICATOR - This field is used for cities participating directly in NIBRS because the state does not have a participating IBR system. Valid Code: The FBI will assign a "participation" indicator for those agencies meeting the requirements for direct submission in NIBRS.
2.4	1	17-25	9	ORI NUMBER - Valid NCIC ORI number.
2.5	2	26-37	12	INCIDENT NUMBER - Left-justified with blank right-fill.
2.6	6	38-40	3	UCR OFFENSE CODE - Valid Code: Refer to Volume 1 Section IV (Offense Codes).
2.7	7	41	1	OFFENSE ATTEMPTED/COMPLETED - Valid Codes: A and C.

NOTE: Data Element 8 occurs three times.

2.8.1	8	42	1	OFFENDER(S) SUSPECTED OF USING (#1) - Valid Codes: A/C/D/and N.
2.8.2	8	43	1	OFFENDER(S) SUSPECTED OF USING (#2) - Same as above.
2.8.3	8	44	1	OFFENDER(S) SUSPECTED OF USING (#3) - Same as above.
2.9	9	45-46	2	LOCATION TYPE - Valid Codes: 01-25.
2.10	10	47-48	2	NUMBER OF PREMISES ENTERED - Valid Values: 01-99. Enter data into this field only if UCR Offense Code is 220 (Burglary) and 9 (Location Type) contains "14" = Hotel/Motel/Etc. or "19" = Rental Storage Facility.
2.11	11	49	1	METHOD OF ENTRY - Valid Codes: F and N. Enter data into this field only if UCR Offense Code is 220 (Burglary).

NOTE: Data Element 12 occurs three times.

2.12.1	12	50	1	TYPE CRIMINAL ACTIVITY (#1) - Valid Codes: B/C/D/E/O/P/T/and U.
2.12.2	12	51	1	TYPE CRIMINAL ACTIVITY (#2) - Same as above.
2.12.3	12	52	1	TYPE CRIMINAL ACTIVITY (#3) - Same as above.

NOTE: Data Element 13 occurs three times.

2.13.1	13	53-54	2	TYPE WEAPON/FORCE INVOLVED (#1) - Valid Codes: 11-15,20,30,35,40,50,60,65,70,90,95 and 99.
2.13.1		55	1	AUTOMATIC WEAPON INDICATOR (#1) - Enter "A" if the weapon above is auto.
2.13.2	13	56-57	2	TYPE WEAPON/FORCE INVOLVED (#2) -
2.13.2		58	1	AUTOMATIC WEAPON INDICATOR (#2) - Same as above.
2.13.3	13	59-60	2	TYPE WEAPON/FORCE INVOLVED (#3) -
2.13.3		61	1	AUTOMATIC WEAPON INDICATOR (#3) - Same as above.
2.14	8A	62-63	2	HATE/BIAS - Valid Codes: 11-15,21-27, 31-33,41-45,88 and 99.

CA-01		64-75	12	Geographic Mapping (Latitude) NN.nnnnnnnn
CA-02		76-87	12	Geographic Mapping (Longitude) NNN.nnnnnnnn

CA-03		88-89	2	Offensive Symbols, Words, Acts (Hate Crimes)  01 - Cross Burning 02 - Daubing of swastika 03 - Bombing 04 - Hanging in Effigy 05 - Disturbing public assembly/ 06 - Graffiti 07 - Verbal slurs 08 - Threatening letters/flyers 09 - Annoying telephone calls/fax 10 - Rock throwing 11 - Explosion 15 - Other 16 - Unknown	
-------	--	-------	---	--	--

**PROPERTY Segment: Level 3**

Level 3 -- Property Segment

There should be a property type for each different Property Type code (values 1-8).

CRIS NIBRS FIELD ID	FBI Data Field Num	Seg. Posit.	LEN	Description
		1-4	4	RECORD DESCRIPTOR WORD (RDW) - Must have an ASCII value of "0307" in positions 1-4
		5	1	SEGMENT LEVEL - Designates this as an Property Segment. Valid Code: 3
3.1		6	1	SEGMENT ACTION TYPE - Valid Code: I.
3.2		7-8	2	MONTH OF TAPE (01-12) - This is the month of the update activity not the month the tape was created. Refer to Subsection 4 (When to Create Monthly Tapes).
3.3		9-12	4	YEAR OF TAPE - e.g.; 1995 Year in which the "Month of Tape" falls.
		13-16	4	CITY INDICATOR - This field is used for cities participating directly in NIBRS because the state does not have a participating IBR system. Valid Code: The FBI will assign a "participation" indicator for those agencies meeting the requirements for direct submission in NIBRS.
3.4	1	17-25	9	ORI NUMBER - Valid NCIC ORI number.
3.5	2	26-37	12	INCIDENT NUMBER - Left-justified with blank right-fill.
3.6	14	38	1	TYPE PROPERTY LOSS/ETC. Valid Codes: 1-8.

NOTE: Data Elements 15-16-17 are a GROUP occurring 10 times.

Up to 10 different Property Description Codes can be entered for each type of loss/etc. selected under 14

(Type Property Code). If more than 10 types of property are involved enter the codes and values for the 9 most valuable; next enter "77" = Other for the remaining properties along with their total value. If motor vehicles (codes 03/05/24/28/ or 37) were stolen and/or recovered also complete Data Elements 18 and/or 19 as applicable to reflect the number of vehicles involved.

3.7.1	15	39-40	2	PROPERTY DESCRIPTION (#1) - Valid Codes: 01-39/77/88/ and 99. Enter the value of each property in whole dollars into Data Element 16 (Value of Property). If the value of the property is unknown enter one ("1") dollar. Do not enter property value for "10" = Drugs/Narcotics for Drug/Narcotic Violations (UCR Offense Code 35A) but do enter the value for other offenses. This means that property value is not entered when drugs or narcotics are seized in a drug/narcotic case but will be when the offense is another offense such as Arson/ Burglary/etc.
3.8.1	16	41-49	9	VALUE OF PROPERTY (#1) - Right-justified with zero left-fill (In Whole Dollars). Data Element 16 (Value of Property) is not completed when Drug/Narcotic Violations (UCR Offense Code 35A)/ "6" = Seized for Data Element 14 (Type Property Loss/Etc.)/ and "10" = Drugs/ Narcotics for Data Element 15 (Property Description) are all entered. Data Elements 20-22 would be filled in. However a property value would be entered if "10" Drugs/Narcotics are stolen/ etc. in connection with other offenses (e.g. Arson/Burglary/etc.); but Data Elements 20-22 would then be blank.
3.9.1	17	50-57	8	DATE RECOVERED (#1) - In the format of YYYYMMDD e.g.; 19880301. Enter only if Data Element 14 is "5" = Recovered.
3.7.2 3.8.2 3.9.2	15 16 17	58-76	8	REPEAT 15-16-17 Occurrence #2
3.7.3 3.8.3 3.9.3	15 16 17	77-95	8	REPEAT 15-16-17 Occurrence #3
3.7.4 3.8.4 3.9.4	15 16 17	96-114	8	REPEAT 15-16-17 Occurrence #4
3.7.5 3.8.5 3.9.5	15 16 17	115-133	8	REPEAT 15-16-17 Occurrence #5
3.7.6 3.8.6 3.9.6	15 16 17	134-152	8	REPEAT 15-16-17 Occurrence #6
3.7.7 3.8.7 3.9.7	15 16 17	153-171	8	REPEAT 15-16-17 Occurrence #7

**NIBRS/CIBRS Specifications**

3.7.8 3.8.8 3.9.8	15 16 17	172-190	8	REPEAT 15-16-17 Occurrence #8
3.7.9 3.8.9 3.9.9	15 16 17	191-209	8	REPEAT 15-16-17 Occurrence #9
3.7.10 3.8.10 3.9.10	15 16 17	210-228	8	REPEAT 15-16-17 Occurrence #10
3.10	18	229-230	2	NUMBER OF STOLEN MOTOR VEHICLES - If Data Element 14 (Type Property Loss/Etc.) is "7" = Stolen and Data Element 15 (Property Description) is 03,05,24,28 or 37 enter number of known stolen vehicles. If number stolen is unknown - enter 00. NOTE: This number is a total of all Automobiles/Buses/ Other Motor Vehicles/Recreational Vehicles/ and Trucks that were stolen.
3.11	19	231-232	2	NUMBER OF RECOVERED MOTOR VEHICLES - If Data Element 14 (Type Property Loss/Etc.) is "5" = Recovered and Data Element 15 (Property Description) is 03,05,24,28/or 37 enter number of known recovered vehicles. If number recovered is unknown enter 00. NOTE: This number is a total of all Automobiles/ Buses/ Other Motor Vehicles/ Recreational Vehicles/ and Trucks that were recovered.

NOTE: Data Elements 20-21-22 are a GROUP occurring three times.

3.12.1	20	233	1	SUSPECTED DRUG TYPE (#1) Valid Codes: A-P/U/and X. ENTER ONLY if one of the Data Element 15 (Property Description) codes is "10" = Drugs/Narcotics/ the UCR Offense Code is "35A" (Drug/Narcotic Violations)/ and "6" = Seized was entered into Data Element 14 (Type Property Loss/Etc.). If there is a mixture of drugs that are split between two offenses - only enter the drug type(s) applicable to the Drug/Narcotic Violation (35A).
3.13.1	21	234-242	9	ESTIMATED DRUG QUANTITY (#1) - Right-justified with zero left-fill (Number of Pounds/Grams/ etc. involved). E.g.; 000002000 for 2000 grams (GM).
3.13.1	21	243-245	3	ESTIMATED DRUG QUANTITY FRACTION (#1) - Fraction of Pounds/Grams/etc. entered into Type Measurement below represented in thousandths. Must be three numeric digits. If "1/2" Ounce: 500/ If "1/4" Gram: 250
3.14.1	22	246-247	2	TYPE DRUG MEASUREMENT (#1) - Valid Codes: M,KG,OZ,LB,ML,LT,FO,GL,DU and NP.
3.12.2 3.13.2 3.14.2		248-262	2	REPEAT 20-21-22 Occurrence #2
3.12.3 3.13.3 3.14.3		263-277	2	REPEAT 20-21-22 Occurrence #3

THE DATA THAT FOLLOWS IS APPLICABLE ONLY WHEN A SEGMENT ACTION TYPE "W" SEGMENT IS BEING SUBMITTED OR IS BEING MODIFIED:

NOTE: Data Element 6 occurs 10 times.

3.15.1	6	278-280	3	UCR OFFENSE CODE (#1) - Valid Code: Refer to Volume 1 under Section IV (Offense Codes). The original incident's "Property" offense(s) must be entered to enable NIBRS to identify the offense(s) for which property was recovered. Only UCR Offense Codes for Gambling/Kidnapping/and "Crimes Against Property" can be entered.
3.15.2	6	281-283	3	UCR OFFENSE CODE (#2)
3.15.3	6	284-286	3	UCR OFFENSE CODE (#3)
3.15.4	6	287-289	3	UCR OFFENSE CODE (#4)
3.15.5	6	290-292	3	UCR OFFENSE CODE (#5)
3.15.6	6	293-295	3	UCR OFFENSE CODE (#6)
3.15.7	6	296-298	3	UCR OFFENSE CODE (#7)
3.15.8	6	299-301	3	UCR OFFENSE CODE (#8)
3.15.9	6	302-304	3	UCR OFFENSE CODE (#9)
3.15.10	6	305-307	3	UCR OFFENSE CODE (#10)

**VICTIM Segment: Level 4****Level 4 -- Victim Segment**

This segment is linked to the Offense Segment(s) applicable to this victim. There is one segment per victim.

CRIS NIBRS FIELD ID	FBI Data Field Num	Seg. Posit.	LEN	Description
		1-4	4	RECORD DESCRIPTOR WORD (RDW) - Must have an ASCII value of "0175" in positions 1-4,
		5	1	SEGMENT LEVEL - Designates this as an Victim Segment. Valid Code: 4.
4.1		6	1	SEGMENT ACTION TYPE - Valid Code: I.
4.2		7-8	2	MONTH OF TAPE (01-12) - This is the month of the update activity not the month the tape was created. Refer to Subsection 4 (When to Create Monthly Tapes).
4.3		9-12	4	YEAR OF TAPE -- e.g.; 1995 Year in which the "Month of Tape" falls.
		13-16	4	CITY INDICATOR - This field is used for cities participating directly in NIBRS because the state does not have a participating IBR system. Valid Code: The FBI will assign a "participation" indicator for those agencies meeting the requirements for direct submission in NIBRS.
4.4	1	17-25	9	ORI NUMBER - Valid NCIC ORI number.
4.5	2	26-37	12	INCIDENT NUMBER - Left-justified with blank right-fill.
4.6	23	38-40	3	VICTIM (SEQUENCE) NUMBER - Valid Values: 001-999.
4.7				

NOTE: Data Element 24 occurs 10 times.

4.7.1	24	41-43	3	Victim Connected To UCR OFFENSE CODE (#1) - Valid Codes: Refer to Volume 1 under Section IV (Offense Codes). If an offense DID NOT affect this victim do not enter the offense within Data Element 24. Every offense MUST have a victim or victims but every victim may not be affected by each offense within an incident.
4.7.2	24	44-46	3	Victim Connected To UCR OFFENSE CODE (#2)
4.7.3	24	47-49	3	Victim Connected To UCR OFFENSE CODE (#3)
4.7.4	24	50-52	3	Victim Connected To UCR OFFENSE CODE (#4)
4.7.5	24	53-55	3	Victim Connected To UCR OFFENSE CODE (#5)
4.7.6	24	56-58	3	Victim Connected To UCR OFFENSE CODE (#6)
4.7.7	24	59-61	3	Victim Connected To UCR OFFENSE CODE (#7)
4.7.8	24	62-64	3	Victim Connected To UCR OFFENSE CODE (#8)
4.7.9	24	65-67	3	Victim Connected To UCR OFFENSE CODE (#9)
4.7.10	24	68-70	3	Victim Connected To UCR OFFENSE CODE (#10)
4.8	25	71	1	TYPE OF VICTIM  Valid Codes:  I = Individual B = Business F = Financial Institution G = Government R = Religious Organization S = Society / Public O = Other U = Unknown (L = Law Enforcement Officer) (Only valid for offenses 09A, 13A, 13B, and 13C)
4.9	26	72-75	4	AGE OF VICTIM - For an exact age use only positions 72-73 (leave 74-75 blank) and enter age in years as 01-98/NN/NB/BB/99/or 00; or use positions 72-75 for an age range such as 25 to 30 years (2530).
4.10	27	76	1	SEX OF VICTIM - Valid Codes: M/F/and U.
4.11	28	77	1	RACE OF VICTIM - Valid Codes: W/B/I/A/ and U.
4.12	29	78	1	ETHNICITY OF VICTIM - Valid Codes: H/N/ and U.
4.13	30	79	1	RESIDENT STATUS OF VICTIM - Valid Codes: R/N/ and U.

NOTE: Data Element 31 occurs two times.

NIBRS/CIBRS Specifications

4.14.1	31	80-81	2	AGGRAVATED ASSAULT/HOMICIDE CIRCUMSTANCES (#1) - Valid Codes: 01-10/20-21/ and 30-34.
4.14.2	31	82-83	2	AGGRAVATED ASSAULT/HOMICIDE CIRCUMSTANCES (#2) - Same as above.
4.15	32	84	1	ADDITIONAL JUSTIFIABLE HOMICIDE CIRCUMSTANCES - Valid Codes: A-G.

NOTE: Data Element 33 occurs five times.

4.16.1	33	85	1	TYPE INJURY (#1) - Valid Codes: N/B/I/L/M/O/T/ and U.
4.16.2	33	86	1	TYPE INJURY (#2)
4.16.3	33	87	1	TYPE INJURY (#3)
4.16.4	33	88	1	TYPE INJURY (#4)
4.16.5	33	89	1	TYPE INJURY (#5)

NOTE: Data Elements 34-35 are a GROUP occurring 10 times.

4.17.1	34	90-91	2	OFFENDER NUMBERS TO BE RELATED (#1) - Enter the number(s) contained in Data Element 36 (Offender Sequence Number). Valid Values: 01-99; or 00 if the only Offender Segment submitted was a dummy segment. Refer to Data Element 36 Offender Sequence Number) for additional information re dummy segment.
4.18.1	35	92-93	2	RELATIONSHIPS VICTIM TO OFFENDERS (#1) - Valid Codes: SE/CS/PA/SB/CH/GP/GC/IL/SP/SC/SS/OF/AQ/FR/NE/BE/BG/CF/HR/XS/EE/ER/OK/RU/and ST.
4.17.2 4.18.2	35	94- 97	2	REPEAT 34-35 Occurrence #2
4.17.3 4.18.3	35	98-101	2	REPEAT 34-35 Occurrence #3
4.17.4 4.18.4	35	102-105	2	REPEAT 34-35 Occurrence #4
4.17.5 4.18.5	35	106-109	2	REPEAT 34-35 Occurrence #5
4.17.6 4.18.6	35	110-113	2	REPEAT 34-35 Occurrence #6
4.17.7 4.18.7	35	114-117	2	REPEAT 34-35 Occurrence #7
4.17.8 4.18.8	35	118-121	2	REPEAT 34-35 Occurrence #8
4.17.9 4.18.9	35	122-125	2	REPEAT 34-35 Occurrence #9
4.17.10 4.18.10	35	126-129	2	REPEAT 34-35 Occurrence #10

Note: LEOKA Data

4.19	25A	130	1	<p>Type of Activity (Officer)/Circumstance: Each time a law enforcement officer is assaulted in the line of duty, the reporting agency should determine the appropriate code (01 - 11) that corresponds to the type of activity in which the officer was engaged at the time of assault.</p> <p>Allowed entries: (Enter only one.)</p> <p>01 = Responding to Disturbance Call (Family Quarrels, Person with Firearm, Etc.)  02 = Burglaries in Progress or Pursuing Burglary Suspects  03 = Robberies in Progress or Pursuing Robbery Suspects  04 = Attempting Other Arrests  05 = Civil Disorder (Riot, Mass Disobedience)  06 = Handling, Transporting, Custody of Prisoners  07 = Investigating Suspicious Persons or Circumstances  08 = Ambush - No Warning  09 = Mentally Deranged  10 = Traffic Pursuits and Stops  11 = All Other</p>
4.20	25B	131-132	2	<p>Assignment Type (Officer) : Code F (Two-Officer Vehicle and codes G and H (One-Officer Vehicle) pertain to uniformed officers; codes I and J (Detective or Special Assignment) to nonuniformed officers; and codes K and L (other) to officers assaulted while in other capacities, such as foot patrol, off duty, etc. The term "Assisted" refers to law enforcement assistance-only.</p> <p>Allowed Entries: (Enter only One.)</p> <p>F = Two-Officer Vehicle  G = One Officer Vehicle (Alone)  H = One-Officer Vehicle (Assisted)  I = Detective or Special Assignment (Alone)  J = Detective or Special Assignment (Assisted)  K = Other (Alone)  L = Other (Assisted)</p>
4.21	25C	133-141	9	<p>ORI - Other Jurisdiction (Officer): This is the unique nine-character Originating Agency Identifier (ORI) Number that has been assigned to each agency by the National Crime Information Center. If a law enforcement officer is killed or injured in the line of duty in a jurisdiction other than his own, the law enforcement agency having jurisdiction should report the law enforcement officer killed or assaulted using Date Element 25C to identify the ORI of that law enforcement officer's agency. No entry is required if the officer is assaulted in his own jurisdiction.</p>

CA-05		142-155	14	Victim Last Name (May be blank)
CA-06		156-165	10	Victim First Name (May be blank)
CA-07		166-173	8	Victim Middle Name (May be blank)
CA-08		174-175	2	<p>Victim Organization/Affiliation (May be blank)</p> <p>01 - American Nazi Party  02 - White Supremacy Group  03 - Pecker Woods  04 - Anti-Defamation League  05 - NAACP  06 - Gender-Based Organization  07 - Jewish Defense League  08 - Black Guerrilla Family  09 - Mexican Mafia  10 - Japanese-American Citizens League (JACL)  11 - Ku Klux Klan  12 - Other Gang  13 - Other</p>

**OFFENDER Segment: Level 5****Level 5 -- Offender Segment**

There is one Offender Segment per offender.

CRIS NIBRS FIELD ID	FBI Data Field Number	Seg. Posit.	LEN	Description
		1-4	4	RECORD DESCRIPTOR WORD (RDW) - Must have an ASCII value of "0079" in positions 1-4.
		5	1	SEGMENT LEVEL - Designates this as an Offender Segment. Valid Code: 5.
5.1		6	1	SEGMENT ACTION TYPE - Valid Code: 1.
5.2		7-8	2	MONTH OF TAPE (01-12) - This is the month of the update activity not the month the tape was created. Refer to Subsection 4 (When to Create Monthly Tapes).
5.3		9-12	4	YEAR OF TAPE - e.g.; 1995 Year in which the "Month of Tape" falls.
		13-16	4	CITY INDICATOR - This field is used for cities participating directly in NIBRS because the state does not have a participating IBR system! Valid Code: The FBI will assign a "participation" indicator for those agencies meeting the requirements for direct submission in NIBRS.
5.4	1	17-25	9	ORI NUMBER - Valid NCIC ORI number.
5.5	2	26-37	12	INCIDENT NUMBER - Left-justified with blank right-fill.
5.6	36	38-39	2	OFFENDER (SEQUENCE) NUMBER - Valid Values: 01-99; or 00 if nothing is known about the offender. This would be entered in the situation where there were no suspects or witnesses. "00" would not be entered in the case where someone was seen running from the crime scene but Age/ Sex/ and Race were all unknown.
5.7	37	40-43	4	AGE OF OFFENDER - For an exact age use only positions 40-41 (leave 42-43 blank) and enter age in years as 01-98/99/00; or use positions 40-43 for an age range such as 25 to 30 years (2530).
5.8	38	44	1	SEX OF OFFENDER - Valid Codes: M/F/and U.
5.9	39	45	1	RACE OF OFFENDER - Valid Codes: W/B/I/A/and U.

CA-09		46-59	14	Suspect Last Name (May be blank)
CA-10		60-69	10	Suspect First Name (May be blank)
CA-11		70-77	8	Suspect Middle Name (May be blank)
CA-12		78-79	2	Suspect Organization/Affiliation (Hate) (May be blank)  01 - American Nazi Party 02 - White Supremacy Group 03 - Pecker Woods 04 - Anti-Defamation League 05 - NAACP 06 - Gender-based Organization 07 - Jewish Defense League 08 - Black Guerrilla Family 09 - Mexican Mafia 10 - Japanese-American Citizens League (JACL) 11 - Ku Klux Klan 12 - Other Gang 13 - Other

**ARRESTEE Segment: Level 6****Level 6 -- Arrestee Segment**

There is one Arrestee Segment per arrestee.

CRIS NIBRS FIELD ID	FBI Data Field Num	Seg. Posit.	LEN	Description
		1-4	4	RECORD DESCRIPTOR WORD (RDW) - Must have an ASCII value of "0144" in positions 1-4.
		5	1	SEGMENT LEVEL - Designates this as an Arrestee Segment. Valid Code: 6.
6.1		6	1	SEGMENT ACTION TYPE - Valid Code: I.
6.2		7-8	2	MONTH OF TAPE (01-12) - This is the month of the update activity not the month the tape was created. Refer to Subsection 4 (When to Create Monthly Tapes).
6.3		9-12	4	YEAR OF TAPE - e.g.; 1995 Year in which the "Month of Tape" falls.
		13-16	4	CITY INDICATOR - This field is used for cities participating directly in NIBRS because the state does not have a participating IBR system. Valid Code: The FBI will assign a "participation" indicator for those agencies meeting the requirements for direct submission in NIBRS.
6.4	1	17-25	9	ORI NUMBER - Valid NCIC ORI number.
6.5	2	26-37	12	INCIDENT NUMBER - Left-justified with blank right-fill.
6.6	40	38-39	2	ARRESTEE (SEQUENCE) NUMBER - Valid Values: 01-99.
6.7	41	40-51	12	ARREST (TRANSACTION) NUMBER - Left-justified with blank right-fill.
6.8	42	52-59	8	ARREST DATE - In the format of YYYYMMDD e.g.; 19880229.
6.9	43	60	1	TYPE OF ARREST - Valid Codes: O/S/ and T.
6.10	44	61	1	MULTIPLE CLEARANCE INDICATOR - Valid Codes: M/C/ and N.
6.11	45	62-64	3	UCR ARREST OFFENSE CODE - Valid Code: Refer to Volume 1 under Section IV (Offense Codes).

NOTE: Data Element 46 occurs two times.

6.12	46	65-66	2	ARRESTEE WAS ARMED WITH (#1) - Valid Codes: 01 and 11-17.
6.12	46A	67	1	AUTOMATIC WEAPON INDICATOR (#1) - Enter "A" if the weapon entered above is automatic.
6.12	46	68-69	2	ARRESTEE WAS ARMED WITH (#2) -
6.12	46A	70	1	AUTOMATIC WEAPON INDICATOR (#2) - Same as above.
6.13	47	71-74	4	AGE OF ARRESTEE - For an exact age use only positions 71-72 (leave 73-74 blank) and enter age in years as 01-98/or 99/ or 00; or use positions 71-74 for an age range such as 25 to 30 years (2530).
6.14	48	75	1	SEX OF ARRESTEE - Valid Codes: M and F.
6.15	49	76	1	RACE OF ARRESTEE - Valid Codes: W/B/I/A/ and U.
6.16	50	77	1	ETHNICITY OF ARRESTEE - Valid Codes: H/N/ and U.
6.17	51	78	1	RESIDENT STATUS OF ARRESTEE - Valid Codes: R/N/ and U.
6.18	52	79	1	DISPOSITION OF ARRESTEE UNDER 18 - Valid Codes: H and R.

THE DATA THAT FOLLOWS IS APPLICABLE ONLY WHEN A SEGMENT ACTION TYPE "W" SEGMENT IS BEING SUBMITTED OR IS BEING MODIFIED:

6.19		80	1	CLEARANCE INDICATOR - Valid Code: "Y" = Yes (clears the case) "N" = No (already cleared) The state must indicate whether or not this arrest produced a clearance
------	--	----	---	---

NOTE: Data Element 6 occurs 10 times.

6.20.1	6	81-83	3	UCR OFFENSE CODE (#1) - Valid Code: Refer to Volume 1 under Section IV (Offense Codes). The original incident's offense(s) must be entered to enable NIBRS to show what offense(s) were associated with the original incident.
6.20.2	6	84-86	3	UCR OFFENSE CODE (#2)
6.20.3	6	87-89	3	UCR OFFENSE CODE (#3)
6.20.4	6	90-92	3	UCR OFFENSE CODE (#4)
6.20.5	6	93-95	3	UCR OFFENSE CODE (#5)
6.20.6	6	96-98	3	UCR OFFENSE CODE (#6)
6.20.7	6	99-101	3	UCR OFFENSE CODE (#7)
6.20.8	6	102-104	3	UCR OFFENSE CODE (#8)
6.20.9	6	105-107	3	UCR OFFENSE CODE (#9)
6.20.10	6	108-110	3	UCR OFFENSE CODE (#10)

CA-13		111-124	14	Arrestee Last Name (May be blank)
CA-14		125-134	10	Arrestee First Name (May be blank)
CA-15		135-142	8	Arrestee Middle Name (May be blank)
CA-16		143-144	2	Arrestee Organization/Affiliation (Hate) (May be blank)  01 - American Nazi Party 02 - White Supremacy Group 03 - Pecker Woods 04 - Anti-Defamation League 05 - NAACP 06 - Gender-based Organization 07 - Jewish Defense League 08 - Black Guerrilla Family 09 - Mexican Mafia 10 - Japanese-American Citizens League (JACL) 11 - Ku Klux Klan 12 - Other Gang 13 - Other

**GROUP "B" ARREST REPORT: Level 7**

## Level 7 -- Group "B" Arrest Report

One Group "B" Arrest Report is to be submitted for each person arrested for a Group "B" offense.

CRIS NIBRS FIELD ID	FBI Data Field Num	Seg. Posit.	LEN	Description
		1-4	4	RECORD DESCRIPTOR WORD (RDW) - Must have an ASCII value of "0100" in positions 1-4.
		5	1	SEGMENT LEVEL - Designates this as an Group "B" Arrest Report Segment. Valid Code: 7.
7.1		6	1	SEGMENT ACTION TYPE - Valid Code: I.
7.2		7-8	2	MONTH OF TAPE (01-12) - This is the month of the update activity not the month the tape was created. Refer to Subsection 4 (When to Create Monthly Tapes).
7.3		9-12	4	YEAR OF TAPE - e.g.; 1995 Year in which the "Month of Tape" falls.
		13-16	4	CITY INDICATOR - This field is used for cities participating directly in NIBRS because the state does not have a participating IBR system. Valid Code: The FBI will assign a "participation" indicator for those agencies meeting the requirements for direct submission in NIBRS.
7.4	1	17-25	9	ORI NUMBER - Valid NCIC ORI number.
7.5	41	26-37	12	ARREST (TRANSACTION) NUMBER - Left-justified with blank right-fill. This value could also be the incident number. The ORI Arrest Transaction Number and Arrestee Sequence Number combine to uniquely identify a Group "B" Arrest Report. If there are two or more arrests for the same incident and the agency uses the same "Arrest Number" for these arrests then the Arrestee Sequence Number : be 01/02/etc.
7.6	40	38-39	2	ARRESTEE (SEQUENCE) NUMBER - Valid Values: 01-99. NOTE: This data element follows 41 above because NIBRS requires that positions 17-37 contain the identifying keys for each Segment Level.
7.7	42	40-47	8	ARREST DATE - In the format of YYYYMMDD e.g.; 19880229.
7.8	43	48	1	TYPE OF ARREST - Valid Codes: O/S/ and T.
7.9	45	49-51	3	UCR ARREST OFFENSE CODE - Valid Codes: Refer to Volume 1 under Section IV (Offense Codes).

NOTE: Data Element 46 occurs two times.

7.10.1	46	52-53	2	ARRESTEE WAS ARMED WITH (#1) - Valid Codes: 01 and 11-17.
7.10.1	46A	54	1	AUTOMATIC WEAPON INDICATOR (#1) - Enter "A" if the weapon entered above is automatic.
7.10.2	46	55-56	2	ARRESTEE WAS ARMED WITH (#2)
7.10.2	46A	57	1	AUTOMATIC WEAPON INDICATOR (#2) - Same as above.
7.11	47	58-61	4	AGE OF ARRESTEE - For an exact age use only positions 58-59 (leave 60-61 blank) and enter age in years as 01-98/99/00; or use positions 58-61 for an age range such as 25 to 30 years (2530).
7.12	48	62	1	SEX OF ARRESTEE - Valid Codes: M and F.
7.13	49	63	1	RACE OF ARRESTEE - Valid Codes: W/B/I/A/ and U.
7.14	50	64	1	ETHNICITY OF ARRESTEE - Valid Codes: H/N/and U.
7.15	51	65	1	RESIDENT STATUS OF ARRESTEE - Valid Codes: R/N/and U.
7.16	52	66	1	DISPOSITION OF ARRESTEE UNDER 18 - Valid Codes: H and R.

CA-13		67-80	14	Arrestee Last Name (May be blank)
CA-14		81-90	10	Arrestee First Name (May be blank)
CA-15		91-98	8	Arrestee Middle Name (May be blank)

CA-16		99-100	2	Arrested Organization/Affiliation (Hate) (May be blank)  01 - American Nazi Party 02 - White Supremacy Group 03 - Pecker Woods 04 - Anti-Defamation League 05 - NAACP 06 - Gender-based Organization 07 - Jewish Defense League 08 - Black Guerrilla Family 09 - Mexican Mafia 10 - Japanese-American Citizens League (JACL) 11 - Ku Klux Klan 12 - Other Gang 13 - Other
-------	--	--------	---	---

**UCR Statistics Segment: Level 8**

Level 8 - UCR Segment

There is one UCR Segment per ??????

CRIS NIBRS FIELD ID	FBI Data Field Num	Seg. Posit.	LEN	Description
		1-4	4	RECORD DESCRIPTOR WORD (RDW) - Must have an ASCII value of "0054".
		5	1	SEGMENT LEVEL - Designates this as an Offender Segment. Valid Code: 8.
8.1		6	1	SEGMENT ACTION TYPE - Valid Code: 1.
8.2		7-8	2	MONTH OF TAPE (01-12) - This is the month of the update activity not the month the tape was created. Refer to Subsection 4 (When to Create Monthly Tapes).
8.3		9-12	4	YEAR OF TAPE - e.g., 1995 Year in which the "Month of Tape" falls.
		13-16	4	CITY INDICATOR - This field is used for cities participating directly in NIBRS because the state does not have a participating IBR system. Valid Code: The FBI will assign a "participation" indicator for those agencies meeting the requirements for direct submission in NIBRS.
8.4	1	17-25	9	ORI NUMBER - Valid NCIC ORI number.
CA-17		26-29	4	Total Domestic Violence-Related Calls Received (DVRCA)
CA-18		30-34	5	Total Number of Offenses Reported (Return A)
CA-19		35-39	5	Total Number of Unfounded Complaints (Return A)
CA-20		40-44	5	Total Number of Clearances Involving Persons Under 18 (Return A)
CA-21		45-49	5	Number of Motor Vehicles Stolen Locally and Recovered by Other Jurisdictions (Supplement to Return A)
CA-22		50-54	5	Total Number of Locally Stolen Motor Vehicles Recovered (Supplement)

Record Name : Administrative Segment (LEVEL 1)  
 Length : 87  
 Maximum Segments : 1 (per Incident)

RDW	Level	Action	Tape Month	Tape Year	City Indicator	ORI Number	Incident Number	Incident Date	Report Date Indicator	Incident Hour	Exceptional Clearance	Exceptional Clearance Date
		1.1	1.2	1.3		1.4	1.5	1.6	1.7	1.8	1.9	1.10
						(1)	(2)	(3)			(4)	(5)
[4]	[1]	[1]	[2]	[4]	[4]	[9]	[12]	[8]	[1]	[2]	[1]	[8]
1-4	5	6	7-8	9-12	13-16	17-25	26-37	38-45	46	47-48	49	50-57

(6) OCCURS 10 Times		
Offense Code #1	Thru	Offense Code #10
1.11 (6) [3]	-Thru-	1.11 (6) [3]
58-60		85-87

Record Name : Offense Segment (LEVEL 2)  
 Length : 90  
 Maximum Segments : 10 (1 for every Group A offense)

										(8) OCCURS 3 Times	Location Type
RDW	Level	Action	Tape Month	Tape Year	City Indicator	ORI Number	Incident Number	UCR Offense Code	Attempted / Completed	Offender Used	
2.1 [4]	2.2 [1]	2.3 [1]	2.4 [2]	2.5 [4]	2.6 [4]	2.7 (1) [9]	2.8 (2) [12]	2.9 (6) [3]	2.10 (7) [1]	2.11 (8) [1]	2.12 (9) [2]
1-4	5	6	7-8	9-12	13-16	17-25	26-37	38-40	41	42	45-46
										43	
										44	

		(12) Occurs 3 Times	(13) OCCURS 3 TIMES		Geographic Mapping				
Number of Premises Entered	Entry	Type Criminal Activity	Weapon / Force Involved	Automatic Weapon Indicator	Hate / Bias	Latitude	Longitude	Offense Symbols, Words, Acts	Day of Week
2.10 (10) [2]	2.11- (11) [1]	2.12 (12) [1]	2.13 (13) [2]	2.13 (13) [1]	2.14 (8A) [2]	CA-01 [12]	CA-02 [12]	CA-03 [2]	CA-04 [1]
47-48	49	50	53-54	55	62-63	64-75	74-87	88-89	90
		51	56-57	58					
		52	59-60	61					

Record Name : Property Segment (LEVEL 3)  
 Length : 307  
 Maximum Segments : 8 (1 for every element 8 property type in incident)

									(15-16-17) OCCURS 10 Times		
									PROPERTY		
RDW	Level	Action	Tape Month	Tape Year	City Indicator	ORI Number	Incident Number	Property Type	Description	Value	Recovery Date
		3.1	3.2	3.3		3.4	3.5	3.6	3.7	3.8	3.9
[4]	[1]	[1]	[2]	[4]	[4]	(1) [9]	(2) [12]	(14) [1]	(15) [2]	(16) [9]	(17) [8]
1-4	5	6	7-8	9-12	13-16	17-25	26-37	38	39-40	41-49	50-57
									58-59	60-68	69-76
									77-78	79-87	88-95
									96-97	98-106	107-114
									115-116	117-125	126-133
									134-135	136-144	145-152
									153-154	155-163	164-171
									172-173	174-182	183-190
									191-192	193-201	202-209
									210-211	212-220	221-228

(20-21-22) OCCURS 3 TIMES						(6) OCCURS 10 Times		
Number Stolen Vehicles	Number Recovered Vehicles	Suspected Drug Type	Estimated Drug Quantity	Estimated Drug Fraction	Type Measure	Offense Code #1	Thru	Offense Code #10
3.10 (18) [2]	3.11 (19) [2]	3.12 (20) [1]	3.13 (21) [9]	3.13 (21) [3]	3.14 (22) [2]	3.15 (6) [3]	Thru	3.15 (6) [3]
229-230	231-232	233	234-242	243-245	246-247	278-280		305-307
		248	249-257	258-260	261-262			
		263	264-272	273-275	276-277			

NIBRS/CIBRS Specifications

Record Name : Victim Segment (LEVEL 4)  
 Length : 175  
 Maximum Segments : 999 (1 for each Victim)

RDW	Level	Action	Tape Month	Tape Year	City Indicator	ORI Number	Incident Number	Victim Sequence Number	(24) OCCURS 10X Offense Code	Type Victim	Age or Range	Sex	Race	Ethnicity
		4.1	4.2	4.3		4.4 (1)	4.5 (2)	4.6 (23)	4.7 (24) (3)	4.8 (25) (1)	4.9 (26) (4)	4.10 (27) (1)	4.11 (28) (1)	4.12 (29) (1)
[4]	[1]	[1]	[2]	[4]	[4]	[9]	[12]	[3]	[3]	[1]	[4]	[1]	[1]	[1]
1-4	5	6	7-8	9-12	13-16	17-25	26-37	38-40	41-43	71	72-75	76	77	78
									44-46					
									47-49					
									50-52					
									53-55					
									56-58					
									59-61					
									62-64					
									65-67					
									68-70					

(31) OCCURS 2X			(33) OCCURS 5X	(34-35) OCCURS 10X		LEOKA DATA						
Resident Status	Aggravated Assault/Homicide Circumstances	Additional Justifiable Homicide Circumstance	Injury Type	Offender Number to be Related	Relationship Victim to Offender	Type of Activity (Officer) / Circumstance	Assignment Type (Officer)	ORI - Other Jurisdiction (Officer)	Victim Last Name	Victim First Name	Victim Middle Name	Victim Organization / Affiliation
4.13 (30) [1]	4.14 (31) [2]	4.15 (32) [1]	4.16 (33) [1]	4.17 (34) [2]	4.18 (35) [1]	4.19 (35) [1]	4.20 (35) [2]	4.21 (35) [2]	CA-05 [14]	CA-06 [10]	CA-07 [8]	CA-08 [2]
79	80-81 82-83	84	85	90-91	92-93	130	131-132	133-141	142-155	156-165	166-173	174-175
			86	94-95	96-97							
			87	98-99	100-101							
			88	102-103	104-105							
			89	106-107	108-109							
				110-111	112-113							
				114-115	116-117							
				118-119	120-121							
				122-123	124-125							
				126-127	128-129							

Record Name : Offender Segment (LEVEL 5)  
 Length : 79  
 Maximum Segments : 99 (1 for each Offender)

RDW	Level	Action	Tape Month	Tape Year	City Indicator	ORI Number	Incident Number	Offender Sequence Number	Age or Range	Sex	Race	Suspect Last Name	Suspect First Name	Suspect Middle Name	Suspect Organization / Affiliation
		5.1	5.2	5.3		5.4	5.5	5.6	5.7	5.8	5.9	CA-09	CA-10	CA-11	CA-12
[4]	[1]	[1]	[2]	[4]	[4]	(1) [9]	(2) [12]	(36) [2]	(37) [4]	(38) [1]	(39) [1]	[14]	[10]	[8]	[2]
1-4	5	6	7-8	9-12	13-16	17-25	26-37	38-39	40-43	44	45	46-59	60-69	70-77	78-79

Record Name : Arrestee Segment (LEVEL 6)  
 Length : 144  
 Maximum Segments : 99 (1 for each Arrestee)

RDW	Level	Action	Tape Month	Tape Year	City Indicator	ORI Number	Incident Number	Arrestee Sequence Number	Arrest Trans. Number	Arrest Date	Type of Arrest	Multiple Arrestee Segments Indicator	Arrest Offense Code
		6.1	6.2	6.3		6.4	6.5	6.6	6.7	6.8	6.9	6.10	6.11
[4]	[1]	[1]	[2]	[4]	[4]	(1) [9]	(2) [12]	(40) [2]	(41) [12]	(42) [8]	(43) [1]	(44) [1]	(45) [3]
1-4	5	6	7-8	9-12	13-16	17-25	26-37	38-39	40-51	52-59	60	61	62-64

(46) OCCURS 2X		Age or Range	Sex	Race	Ethnicity	Resident Status	Disposition of Arrestee Under 18	Clearance Indicator
Arrestee Was Armed With	Automatic Weapon Indicator	6.13 (47) [4]	6.14 (48) [1]	6.15 (49) [1]	6.16 (50) [1]	6.17 (51) [1]	6.18 (52) [1]	6.19 [1]
65-66	67	71-74	75	76	77	78	79	80
68-69	70							

(6) OCCURS 10 Times						
Offense Code #1		Offense Code #10	Arrestee Last Name	Arrestee First Name	Arrestee Middle Name	Arrestee Organization / Affiliation
6.20 (6) [3]	THRU	6.20 (6) [3]	CA-13 [14]	CA-14 [10]	CA-15 [8]	CA-16 [2]
81-83		108-110	111-124	125-134	135-142	143-144

Record Name : Group "B" Arrest Report (LEVEL 7)  
Length : 100  
Maximum Segments : 99 (1 for every Group B Arrest Report)

RDW	Level	Action	Tape Month	Tape Year	City Indicator	ORI Number	Arrest Trans. Number	Arrestee Sequence Number	Arrest Date	Type of Arrest	Arrest Offense Code
		7.1	7.2	7.3		7.4	7.5	7.6	7.7	7.8	7.9
		(1)	(2)	(4)	(4)	(1)	(41)	(40)	(42)	(43)	(45)
[4]	[1]	[1]	[2]	[4]	[4]	[9]	[12]	[2]	[8]	[1]	[3]
1-4	5	6	7-8	9-12	13-16	17-25	26-37	38-39	40-47	48	49-51

(46) OCCURS 2X											
Arrestee Was Armed With	Automatic Weapon Indicator	Age or Range	Sex	Race	Ethnicity	Resident Status	Disposition of Arrestee Under 18	Arrestee Last Name	Arrestee First Name	Arrestee Middle Name	Arrestee Organization / Affiliation
7.10 (46) [2]	7.10 (46) [1]	7.11 (47) [4]	7.12 (48) [1]	7.13 (49) [1]	7.14 (50) [1]	7.15 (51) [1]	7.16 (52) [1]	CA-13 [14]	CA-14 [10]	CA-15 [8]	CA-16 [2]
52-53	54	58-61	62	63	64	65	66	67-80	81-90	91-98	99-100
55-56	57										

Record Name : Zero Reporting (LEVEL 0)  
 Length : 43  
 Maximum Segments : 1 (per Submission Period)

RDW	Level	Action	Tape Month	Tape Year	City Indicator	ORI Number	Incident Number	Zero Report Month	Zero Report Year
		0.1	0.2	0.3		0.4 (1)	-zeros- [12]		
[4]	[1]	[1]	[2]	[4]	[4]	[9]			
1-4	5	6	7-8	9-12	13-16	17-25	26-37	38-39	40-43

Record Name : UCR Segment (LEVEL 8)  
 Length : 54  
 Maximum Segments : (1 Segment per Agency per Submission Period)

RDW	Level	Action	Tape Month	Tape Year	City Indicator	ORI Number	Total Domestic Violence-Related Calls Received (DVRCA)	Total Number of Offenses Reported (Return A)	Total Number of Unfounded Complaints (Return A)	Total Number of Clearances Involving Persons Under 18 (Return A)	Number of Motor Vehicles Stolen Locally and Recovered by Other Jurisdictions (Supplement to Return A)	Total Number of Locally Stolen Motor Vehicles Recovered (Supplement)
		8.1	8.2	8.3		8.4 (1)	CA-17	CA-18	CA-19	CA-20	CA-21	CA-22
[4]	[1]	[1]	[2]	[4]	[4]	[9]	[4]	[5]	[5]	[5]	[5]	[5]
1-4	5	6	7-8	9-12	13-16	17-25	26-29	30-34	35-39	40-44	45-49	50-54