



**FORT BEND COUNTY, TEXAS
PURCHASE ORDER**

P.O.NUMBER: 95625

PAGE #: Page 1 of 1

P.O.DATE: 10/12/2012

DELIVERY BY:

BUYER: Christina Torres

VENDOR: 13400

NEXTEL/SPRINT COMMUNICATIONS
NEXTEL OF TEXAS, INC

P O BOX 4181
CAROL STREAM IL 60197-4181
DEBBIE CHRISTA 713-320-0995 C

SHIP TO: Sheriff-Detention
1410 Williams Way Blvd.
Richmond TX 77469

BILL TO: COUNTY AUDITOR
301 JACKSON
RICHMOND, TX 77469

<u>DESCRIPTION</u>	<u>QUANTITY</u>		<u>UNIT COST</u>	<u>EXTEND COST</u>
1 10143 CELLULAR AIR TIME SERVICE SPRINT DIR-SDD-1780	31,200	EA	\$1.00	\$31,200.00

GRAND TOTAL: \$31,200.00



**FORT BEND COUNTY, TEXAS
PURCHASE ORDER**

P.O.NUMBER: 95627

PAGE #: Page 1 of 1

P.O.DATE: 10/12/2012

DELIVERY BY:

BUYER: Christina Torres

VENDOR: 13400

NEXTEL/SPRINT COMMUNICATIONS
NEXTEL OF TEXAS, INC
P O BOX 4181
CAROL STREAM IL 60197-4181
DEBBIE CHRISTA 713-320-0995 C

SHIP TO: Sheriff Office
1410 Williams Way Blvd. Suite 202
Richmond TX 77469

BILL TO: COUNTY AUDITOR
301 JACKSON
RICHMOND, TX 77469

<u>DESCRIPTION</u>	<u>QUANTITY</u>		<u>UNIT COST</u>	<u>EXTEND COST</u>
1 10144 WIRELESS CARD SERVICE SPRINT DIR-SDD-1780 281.832.6412	456	EA	\$1.00	\$455.88
2 10144 WIRELESS CARD SERVICE SPRINT DIR-SDD-1780 281-832-6141	456	EA	\$1.00	\$455.88
GRAND TOTAL:				\$911.76



FORT BEND COUNTY, TEXAS PURCHASE ORDER

P.O.NUMBER: 95628

PAGE #: Page 1 of 1

P.O.DATE: 10/12/2012

DELIVERY BY:

BUYER: Christina Torres

VENDOR: 10341

VERIZON WIRELESS
P O BOX 630023
DALLAS TX 75263-0023
DAN KOENIGS

SHIP TO: Sheriff Office
1410 Williams Way Blvd. Suite 202
Richmond TX 77469

BILL TO: COUNTY AUDITOR
301 JACKSON
RICHMOND, TX 77469

DESCRIPTION	QUANTITY		UNIT COST	EXTEND COST
1 10147 WIRELESS CARD SERVICE VERIZON DIR-SDD-1779 (6) Aircards: 832.459.3080 832.459.3081 832.459.3082 832.459.3083 832.459.3084 832.459.3085 Approved in Commissioner's Court 11/22/11	2,735	EA	\$1.00	\$2,735.00
2 10147 WIRELESS CARD SERVICE VERIZON DIR-SDD-1779 For Roaming Charges	1,500	EA	\$1.00	\$1,500.00
GRAND TOTAL:				\$4,235.00



**FORT BEND COUNTY, TEXAS
PURCHASE ORDER**

P.O.NUMBER: 95636

PAGE #: Page 1 of 1

P.O.DATE: 10/12/2012

DELIVERY BY:

BUYER: Christina Torres

VENDOR: 10341

VERIZON WIRELESS
P O BOX 630023
DALLAS TX 75263-0023
DAN KOENIGS

SHIP TO: Sheriff Office
1410 Williams Way Blvd. Suite 202
Richmond TX 77469

BILL TO: COUNTY AUDITOR
301 JACKSON
RICHMOND, TX 77469

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>EXTEND COST</u>
1 10147 WIRELESS CARD SERVICE VERIZON DIR-SDD-1779 Sheriff Camera 1 - 832-451-5000 Sheriff Camera 2 - 832-451-5077	912 EA	\$1.00	\$911.76
GRAND TOTAL:			\$911.76



FORT BEND COUNTY, TEXAS PURCHASE ORDER

P.O.NUMBER: 95745

PAGE #: Page 1 of 1

P.O.DATE: 10/15/2012

DELIVERY BY:

BUYER: Christina Torres

VENDOR: 10341

VERIZON WIRELESS
P O BOX 630023
DALLAS TX 75263-0023
DAN KOENIGS

SHIP TO: Sheriff Office
1410 Williams Way Blvd. Suite 202
Richmond TX 77469

BILL TO: COUNTY AUDITOR
301 JACKSON
RICHMOND, TX 77469

DESCRIPTION	QUANTITY		UNIT COST	EXTEND COST
1 10147 WIRELESS CARD SERVICE VERIZON DIR-SDD-1779 832-470-1747 Mobile Command Unit	456	EA	\$1.00	\$455.88
2 10147 WIRELESS CARD SERVICE VERIZON DIR-SDD-1779 832-776-1925 Mobile Command Unit	456	EA	\$1.00	\$455.88

GRAND TOTAL: \$911.76



**FORT BEND COUNTY, TEXAS
PURCHASE ORDER**

P.O.NUMBER: 95637

PAGE #: Page 1 of 1

P.O.DATE: 10/12/2012

DELIVERY BY:

BUYER: Christina Torres

VENDOR: 10341

VERIZON WIRELESS
P O BOX 630023
DALLAS TX 75263-0023
DAN KOENIGS

SHIP TO: Sheriff Office
1410 Williams Way Blvd. Suite 202
Richmond TX 77469

BILL TO: COUNTY AUDITOR
301 JACKSON
RICHMOND, TX 77469

<u>DESCRIPTION</u>	<u>QUANTITY</u>		<u>UNIT COST</u>	<u>EXTEND COST</u>
1 OVERAGES OVERAGES	75	EA	\$1.00	\$75.00
2 10147 WIRELESS CARD SERVICE VERIZON DIR-SDD-1779 Service for (3) Telular devices installed in Mobile Command Vehicle 281.900.0532 281.900.3866 281.900.9499	1,328	EA	\$1.00	\$1,328.04
GRAND TOTAL:				\$1,403.04



FORT BEND COUNTY, TEXAS PURCHASE ORDER

P.O.NUMBER: 95638

PAGE #: Page 1 of 1

P.O.DATE: 10/12/2012

DELIVERY BY:

BUYER: Christina Torres

VENDOR: 10341

VERIZON WIRELESS
P O BOX 630023
DALLAS TX 75263-0023
DAN KOENIGS

SHIP TO: Sheriff Office
1410 Williams Way Blvd. Suite 202
Richmond TX 77469

BILL TO: COUNTY AUDITOR
301 JACKSON
RICHMOND, TX 77469

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>EXTEND COST</u>
1 10147 WIRELESS CARD SERVICE VERIZON DIR-SDD-1779 USB aircard with airtime - Texas DIR quote 832.457.1558 - Kathleen	456 EA	\$1.00	\$455.88
GRAND TOTAL:			\$455.88

FORT BEND COUNTY, TEXAS

RQ111 Date 10/2/2012
Time 2:18:32PM

Requisitions

Requisition 77060 Buyer 15 For 5601D Sheriff-Detention Delivery Date 10/1/2012

Approval Value 14750.00

Requester raderang Angel Rader

Vendor 10895 REED, JESSE A III, PHD

Deliver To A.C. Rader/Detention

LINE	Item/Venor Item	QTY Ordered	UOM	UNIT COST	Issue Account Activity/Acct Category	
1	PSYCHOLOGICAL EXAMS new hires/ existing detention	14000.00	EA	\$1.00	100512100	63100
2	PSYCHOLOGICAL EXAMS existing personnel - Bailiff	750.00	EA	\$1.00	100512101	63100

not to exceed \$25,000.00

Sgt Kader

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**AGREEMENT BETWEEN FORT BEND COUNTY
AND JESSE A. REED, III, Ph.D., d/b/a AWARE/AWARE, INC.**

This Agreement, entered into by and between Fort Bend County, Texas, a body corporate and politic acting herein by and through its Commissioners Court (hereinafter referred to as "County"), and Jesse A. Reed, III, Ph.D., d/b/a AWARE/AWARE, Inc., a practitioner of clinical psychology (hereinafter referred to as "Dr. Reed").

WITNESSETH:

WHEREAS, the County is in need of a licensed clinical psychologist to provide psychological profiling for prospective employees of Fort Bend County's Sheriff's Office and other related services for employees of the County; and

WHEREAS, Dr. Reed is willing to provide the said psychological care services; and

WHEREAS, the County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, LOCAL GOVERNMENT CODE.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereby agree as follows:

**I.
TERM**

The terms of this Agreement shall commence on April 1, 2010 and shall terminate on September 30, 2010, or upon thirty (30) days written notice from either party. Thereafter, this Agreement shall automatically renew each October 1 unless terminated as provided in Section VI.

**II.
SERVICES PROVIDED**

2.01 Dr. Reed agrees to perform any and all psychological services necessary for profiling of perspective employees of the Fort Bend County Sheriff's Office as required under Texas Commission on Law Enforcement Officers Standards and related services that may be needed from time to time for other County employees.

2.02 If Dr. Reed authorizes any other licensed clinical psychologist to perform the services under this Agreement for or on behalf of Dr. Reed, Dr. Reed shall assume all responsibilities and the risks of the authorization.

2.03 It is understood and agreed by the parties hereto that the services to be furnished to the County by Dr. Reed under the provisions hereof are to be performed by the said Dr. Reed in addition to his regular professional duties, and the said Dr. Reed shall not be obligated under the provisions hereof to maintain any set, regular hours, nor to perform any set number of hours of service in fulfilling his obligations under the provisions of this contract, but that he shall only be obligated to perform the services necessary to fulfill his obligation as herein stated, when necessary and as necessary, irrespective of the time of performance. Provided, however, in the event of Dr. Reed's absence or inability to perform, Dr. Reed

may authorize other licensed clinical psychologists to perform the services hereunder for and on behalf of Associates and Dr. Reed. Associates and Dr. Reed shall assume all risks and responsibilities as is referred to in Section 2.02 above.

III.
COUNTY'S RESPONSIBILITY

The County agrees to furnish all supplies necessary for the psychological services related to the profiling of prospective employees, as well as permanent examination charts and work records for all prospective and/or current employees examined by Dr. Reed. All records will be kept in the Human Resources Department of the Sheriff's Office, or the County Human Resources Department, as applicable.

IV.
BILLING AND PAYMENT

4.01 On or about the last day of each calendar month beginning with the calendar month of April 2010, and ending September 2010, (unless the term of this contract is sooner terminated in accordance with the provisions hereof), Dr. Reed will submit a statement for his services for such calendar month, specifying the dates and number of hours on said dates for which services hereunder were performed. The County shall have the right, through its authorized representative or representatives, to examine and audit the records which support the monthly billings by Dr. Reed.

4.02 In consideration for the services to be provided by Dr. Reed, the County agrees to pay Dr. Reed an amount not-to-exceed TWELVE-THOUSAND NINE HUNDRED DOLLARS (\$12,900.00) for the first six (6) months of this Agreement. Thereafter, the County agrees to pay Dr. Reed an amount not-to-exceed TWENTY-FIVE THOUSAND EIGHT HUNDRED DOLLARS per calendar year beginning October and ending September of each year. Dr. Reed's rates for services provided shall not exceed a flat rate of \$150 per prospective employee profile and \$150 per hour for services provided to County employees. The County agrees to pay such fee on or before the twentieth (20th) day of the next calendar month or the fifteenth (15th) day after receipt of Dr. Reed's statement, whichever is later.

4.03 In performing services hereunder Dr. Reed agrees to comply with all applicable federal, state, county and city laws, regulations, rules and ordinances.

V.
LIABILITY INSURANCE

5.01 JESSE A. REED, III, PH.D., D/B/A AWARE/AWARE, INC., SHALL, DURING THE ENTIRE TERM OF THIS AGREEMENT, KEEP IN FORCE AND EFFECT A PROFESSIONAL LIABILITY POLICY THAT SHALL COVER ALL SERVICES PERFORMED UNDER THIS AGREEMENT. THE POLICY SHALL BE FOR *ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00)* FOR EACH OCCURRENCE, *THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00)* IN AGGREGATE. THE POLICY SHALL NAME THE COUNTY AND CONTAIN A CLAUSE THAT INSURER SHALL NOT CANCEL OR CHANGE INSURANCE WITHOUT FIRST GIVING THE COUNTY TEN (10) DAYS PRIOR WRITTEN NOTICE. THE INSURANCE SHALL BE IN A COMPANY ACCEPTABLE TO THE FORT BEND COUNTY ATTORNEY OFFICE AND RISK MANAGEMENT DEPARTMENT. A COPY OF THE POLICY OR CERTIFICATE OF THE INSURANCE SHALL BE DELIVERED TO THE COUNTY ON OR BEFORE THE DATE OF THIS AGREEMENT.

5.02 JESSE A. REED, III, PH.D., D/B/A AWARE/AWARE, INC., IN PROVIDING ALL SERVICES HEREUNDER AGREES TO ABIDE BY THE PROVISIONS OF ANY APPLICABLE FEDERAL OR STATE DATA PRIVACY ACT.

VI.
TERMINATION

6.01 Notwithstanding anything herein to the contrary, or that may be construed to the contrary, it is understood and agreed that if either party hereto refuses or fails to timely perform any one or more of the undertakings and obligations which are to be performed hereunder, then and in that event, the other party hereto shall have the right to terminate this Agreement upon thirty (30) days written notice to the defaulting party. Within ten (10) days after the effective date of such termination, Dr. Reed shall submit his termination statement for the month in which termination occurs in the manner set out above for monthly statements.

6.02 Either the County or Dr. Reed may terminate this Agreement, without cause, prior to the expiration of the term set forth above upon thirty (30) days written notice to the other party.

VII.
INDEPENDENT CONTRACTOR / NO CO-PARTNERSHIP

7.01 It is agreed by the parties that at all times and for all purposes hereunder, Dr. Reed is an independent contractor and not an employee of the County. No statement contained in this agreement shall be construed so as to find Dr. Reed an employee of the County, and Dr. Reed shall be entitled to none of the rights, privileges, or benefits of County employees except as otherwise may be stated herein.

7.02 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting Dr. Reed (including his officers, employees, and agents) the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. Dr. Reed is to be and shall remain an independent contractor with respect to all services performed under this agreement.

VIII.
SEVERABILITY

The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the agreement. However, upon the occurrence of such event, either party may terminate this agreement forthwith upon the delivery of written notice of termination to the other party.

IX.
ENTIRE AGREEMENT; REQUIREMENT OF A WRITING

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this agreement shall be valid only when expressed in writing and duly signed by the parties.

X.
SERVICES NOT PROVIDED FOR

No claim for services furnished by Dr. Reed, not specifically provided in the agreement, will be allowed by the County, nor shall Dr. Reed do any work or furnish any material not covered by the agreement,

unless approved in writing by the County. Such approval shall be considered to be a modification of the agreement.

XI.
WAIVER OF BREACH OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of Dr. Reed.

XII.
COMPLIANCE WITH LAWS AND REGULATIONS

In providing all services pursuant to this contract, Dr. Reed shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of, such services, including HIPAA, and including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this contract, and shall entitle the County to terminate this contract immediately upon delivery of written notice of termination to Dr. Reed.

XIII.
NOTICES

Notices, correspondence, and all other communications shall be addressed to Fort Bend County Commissioners Court and submitted to the following representative:

To County:	Robert E. Hebert Fort Bend County Judge 301 Jackson, 7th Floor Richmond, Texas 77469	Copy to:	Milton Wright Fort Bend County Sheriff 1410 Ransom Road Richmond, Texas 77469
To Dr. Reed:	Jesse A. Reed, III, Ph.D. d/b/a AWARE/AWARE, Inc 6218 McKinstry Boulevard Houston, Texas 77085		

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

XIV.
ENTIRE AGREEMENT

This instrument contains the entire Agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below. The effective date of this Agreement is the date of the last signature hereto.

FORT BEND COUNTY

By: Grady Prestage

Date: Grady Prestage, Commissioner Precinct 2
Presiding Officer, Commissioners Court, March 23, 2010

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

JESSE A. REED, III, Ph.D.,
dba Aware/Aware, Inc.

By: Jesse A. Reed, III

Date: Jesse A. Reed, III, Ph.D.
3-10-10

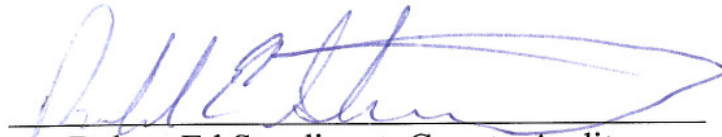
AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount to pay the obligation of Fort Bend County under and within the foregoing contract. Limited to: \$12,900.00

Robert Ed Sturdivant
Robert Ed Sturdivant, Auditor

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 14,750.00 are available to pay the obligation of Fort Bend County within the foregoing agreement.



Robert Ed Sturdivant, County Auditor

perceptive software

a County of Fort Bend

22701 West 68th Street
SHAWNEE, KS 66226-3567
+1 913 422 7525

INVOICE

Company	Invoice No	Date	Page
5097	9003589194	May/16/2012	1 of 1

Sales Order: 13421688

Remit to : Perceptive Software
PO Box 846261
Dallas, TX 75284-6261
(800)847-4778

Bill to : County of Fort Bend

301 Jackson St Ste 719
Richmond, TX 77469-3108

Ship to : County of Fort Bend

301 Jackson St Ste 719
Richmond, TX 77469-3108

Customer No.	Opportunity ID	Customer PO Number	Currency	Terms	Due Date
339801		Renewal	USD	Net 30 From Invoice Date	Jun/15/2012

No	Description/Comments	Units	Rate	Extended Price
310	SMSA-ImageNow Client Concurrent License	10 EA	160.00	1,600.00
320	SMSA-WebNow	15 EA	160.00	2,400.00
330	SMSA-CaptureNow Adrenaline	10 EA	99.67	996.70
340	SMSA-Recognition Agent	1 EA	266.67	266.67
350	SMSA-ImageNow iScript	1 EA	200.00	200.00
360	SMSA-MS SQL Server Std for ImageNow CAL	25 EA	8.00	200.00
380	SMSA-ImageNow Content Server-T1	1 EA	333.33	333.33
390	SMSA-ImageNow Document Control Suite-T1	1 EA	333.33	333.33
400	SMSA-ImageNow Server-Legacy T1	1 EA	333.33	333.33

period covered 6/1/2012 to 9/30/2012

Subtotal	6,663.36
Sales Tax	0.00
Invoice Total	6,663.36

EXHIBIT B
TO THE AGREEMENT FOR EXTENDED SERVICE
SCHEDULE OF SERVICES AND CHARGES

Support and Maintenance provided to the CLIENT listed in Exhibit A shall be pursuant to the terms and conditions of the Agreement for Extended Service dated June 22, 2000 (the "Agreement").

Upon CLIENT's payment of the amount set forth on Exhibit A to the Agreement, this Exhibit B shall be attached to, and become part of the Agreement. Any changes to the services options selected in this Exhibit B shall be reflected in a new Exhibit B which, upon payment of any additional amounts due, shall be attached to, and become part of, the Agreement.

BASIC SERVICES

Tiburon will provide basic services as defined in the Statement of Work contained in Section 2 of the Extended Service Agreement for the software systems as defined in Exhibit A.

Support for Computer Aided Dispatch, Message Switch and Corrections Management Systems is 24 hours per day, 7 days per week. Support for other products is from 8:00 a.m. to 5:30 p.m. Central Time, excluding weekends and normal Tiburon holidays, unless the "24/7" Service Option is selected. In all cases, call-out charges will apply as described below.

The following is paraphrased from the recently adopted Bylaws.

Voting membership in the Tiburon User Group, as set forth herein, is included in the Basic Service. The quantity of voting members is based on the number of Tiburon products installed, with the appropriate software licenses, at the CLIENT. For purposes of establishing voting memberships, a product is defined as Computer Aided Dispatch, Police Records Management, Fire Records Management, Correction Management System, and Mobile Data System. The Tiburon User Group Conference is held annually at a location to be determined.

"24/7" SERVICE OPTION \$7,000 per year/per system


(initial)

Robert E. Hebert, Fort Bend County Judge

Products not normally covered by 24-hour support may optionally be supported with 24-hour coverage (including Tiburon holidays). Applicable call-out charges continue to apply. If this option is not in force, technical support requests outside of covered hours are charged at technical service rates as defined below.

NEW PRODUCTS

Additional Tiburon software systems, subsystems and Tiburon provided third-party products, such as hardware, and networking software may be acquired under this Agreement. Tiburon installation, special tailoring, license fees and third-party peripherals required shall be charged at the then current Technical Services Rate or as quoted by Tiburon or the third party.

TECHNICAL SERVICE RATES

1. Technical Service Rates

Technical Services Rates shall be invoiced to CLIENT as incurred at the rates then in effect.

A minimum of four (4) hours per occurrence will be charged for work conducted at Tiburon facilities and a minimum of eight (8) hours at CLIENT site for Technical Services not covered under Basic Services or "24/7" Service Option as described previously.

2. Materials, Travel and Per Diem Expenses

When applicable, all special materials, plus travel and per diem expenses shall be charged to CLIENT at cost.

3. Call-Out Charges

Systems not covered under 24/7 support, call-outs will be billed at \$250 per call. After the first hour, the rate is \$250 per hour with a two-hour minimum.

If CLIENT's systems are covered under the 24/7 support, the off-hour call-out fee is \$50.

4. Remote Access

All charges in this Agreement are predicated on CLIENT providing the required hardware, software, and operating environment for remote access. If CLIENT does not provide this support for remote access, the following additional charge will apply:

\$500 per month per system supported

In addition, travel and per diem expenses for on-site support required due to lack of remote access will be charged as defined in Exhibit B, page 2, item 2.

EXHIBIT B
TO THE AGREEMENT FOR EXTENDED SERVICE
SCHEDULE OF SERVICES AND CHARGES

Support and Maintenance provided to the CLIENT listed in Exhibit A shall be pursuant to the terms and conditions of the Agreement for Extended Service dated June 22, 2000 (the "Agreement").

Upon CLIENT's payment of the amount set forth on Exhibit A to the Agreement, this Exhibit B shall be attached to, and become part of the Agreement. Any changes to the services options selected in this Exhibit B shall be reflected in a new Exhibit B which, upon payment of any additional amounts due, shall be attached to, and become part of, the Agreement.

BASIC SERVICES

Tiburon will provide basic services as defined in the Statement of Work contained in Section 2 of the Extended Service Agreement for the software systems as defined in Exhibit A.

Support for Computer Aided Dispatch, Message Switch and Corrections Management Systems is 24 hours per day, 7 days per week. Support for other products is from 8:00 a.m. to 5:30 p.m. Central Time, excluding weekends and normal Tiburon holidays, unless the "24/7" Service Option is selected. In all cases, call-out charges will apply as described below.

The following is paraphrased from the recently adopted Bylaws.

Voting membership in the Tiburon User Group, as set forth herein, is included in the Basic Service. The quantity of voting members is based on the number of Tiburon products installed, with the appropriate software licenses, at the CLIENT. For purposes of establishing voting memberships, a product is defined as Computer Aided Dispatch, Police Records Management, Fire Records Management, Correction Management System, and Mobile Data System. The Tiburon User Group Conference is held annually at a location to be determined.

"24/7" SERVICE OPTION

\$7,000 per year/per system



(initial)

Robert Hebert, County
Judge

Products not normally covered by 24-hour support may optionally be supported with 24-hour coverage (including Tiburon holidays). Applicable call-out charges continue to apply. If this option is not in force, technical support requests outside of covered hours are charged at technical service rates as defined below.

April 5,
2011

NEW PRODUCTS

Additional Tiburon software systems, subsystems and Tiburon provided third-party products, such as hardware, and networking software may be acquired under this Agreement. Tiburon installation, special tailoring, license fees and third-party peripherals required shall be charged at the then current Technical Services Rate or as quoted by Tiburon or the third party.

TECHNICAL SERVICE RATES

1. Technical Service Rates

Technical Services Rates shall be invoiced to CLIENT as incurred at the rates then in effect.

A minimum of four (4) hours per occurrence will be charged for work conducted at Tiburon facilities and a minimum of eight (8) hours at CLIENT site for Technical Services not covered under Basic Services or "24/7" Service Option as described previously.

2. Materials, Travel and Per Diem Expenses

When applicable, all special materials, plus travel and per diem expenses shall be charged to CLIENT at cost.

3. Call-Out Charges

Systems not covered under 24/7 support, call-outs will be billed at \$250 per call. After the first hour, the rate is \$250 per hour with a two-hour minimum.

If CLIENT's systems are covered under the 24/7 support, the off-hour call-out fee is \$50.

4. Remote Access

All charges in this Agreement are predicated on CLIENT providing the required hardware, software, and operating environment for remote access. If CLIENT does not provide this support for remote access, the following additional charge will apply:

\$500 per month per system supported

In addition, travel and per diem expenses for on-site support required due to lack of remote access will be charged as defined in Exhibit B, page 2, item 2.

**Amendment Number 1
To the
Agreement for Extended Services**

This Amendment Number 1 ("Amendment"), dated December 8, 2009, between TIBURON, INC. ("Tiburon"), with offices at 6200 Stoneridge Mall Road, Suite 400, Pleasanton, California 94588 and the County of Fort Bend ("County"), is made to amend the Agreement for Extended Services dated June 22, 2000 ("Contract") between Tiburon, Inc. and the County.

WHEREAS, Tiburon, Inc. and the City did heretofore enter into the Contract for the purpose of the maintenance and support of a Tiburon public safety software system; and

WHEREAS, it is the mutual desire of the parties to enter into this Amendment to amend the Contract to add the County's newly approved travel policy into the terms and conditions hereof; and

NOW THEREFORE, in consideration of the foregoing, and the benefits to accrue to the parties and to the public from this Amendment, the parties agree that this Contract is amended as follows:

I. The parties hereby mutually agree to add the following provision to the Contract:

"15. TRAVEL POLICY

All vendors and/or contractors who are required to travel to Fort Bend County to provide services shall be subject to the Fort Bend County Travel Policy to control travel expenditures and facilitate proper reporting and compliance with applicable state and federal regulations. In the event vendors/contractors are not eligible for "Contract Rates" for rates negotiated by the State of Texas for hotels and rental cars as described in the Fort Bend County Travel Policy, vendors and/or contractors may be eligible for reimbursement for actual costs. However, rates must be pre-approved by Fort Bend County prior the travel. Fort Bend County reserves the right to deny reimbursement to any vendor and/or contractor who fails to comply with Fort Bend County policy."

II. All other terms and conditions of the Contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, County and Tiburon, by and through their duly authorized officers and representatives, have executed this Amendment as of the date first above written.

TIBURON, INC.

COUNTY OF FORT BEND

Signature

Date

Signature

Date

Name: MARIA SYMANEK
Title: VP FINANCE

Name: Robert Hebert
Title: County Judge

Jan. 22, 2010

TECHNICAL SERVICE RATES

1. Technical Service Rates

Technical Services Rates shall be invoiced to CLIENT as incurred at the rates then in effect.

A minimum of four (4) hours per occurrence will be charged for work conducted at Tiburon facilities and a minimum of eight (8) hours at CLIENT site for Technical Services not covered under Basic Services or "24/7" Service Option as described previously.

2. Materials, Travel and Per Diem Expenses

When applicable, all special materials, plus travel and per diem expenses shall be charged to CLIENT at cost.

3. Call-Out Charges

Systems not covered under 24/7 support, call-outs will be billed at \$250 per call. After the first hour, the rate is \$250 per hour with a two-hour minimum.

If CLIENT's systems are covered under the 24/7 support, the off-hour call-out fee is \$50.

4. Remote Access

All charges in this Agreement are predicated on CLIENT providing the required hardware, software, and operating environment for remote access. If CLIENT does not provide this support for remote access, the following additional charge will apply:

\$500 per month per system supported

In addition, travel and per diem expenses for on-site support required due to lack of remote access will be charged as defined in Exhibit B, page 2, item 2.

EXHIBIT B
TO THE AGREEMENT FOR EXTENDED SERVICE
SCHEDULE OF SERVICES AND CHARGES

Support and Maintenance provided to the CLIENT listed in Exhibit A shall be pursuant to the terms and conditions of the Agreement for Extended Service dated June 22, 2000 (the "Agreement").

Upon CLIENT's payment of the amount set forth on Exhibit A to the Agreement, this Exhibit B shall be attached to, and become part of the Agreement. Any changes to the services options selected in this Exhibit B shall be reflected in a new Exhibit B which, upon payment of any additional amounts due, shall be attached to, and become part of, the Agreement.

BASIC SERVICES

Tiburon will provide basic services as defined in the Statement of Work contained in Section 2 of the Extended Service Agreement for the software systems as defined in Exhibit A.

Support for Computer Aided Dispatch, Message Switch and Corrections Management Systems is 24 hours per day, 7 days per week. Support for other products is from 8:00 a.m. to 5:30 p.m. Central Time, excluding weekends and normal Tiburon holidays, unless the "24/7" Service Option is selected. In all cases, call-out charges will apply as described below.

The following is paraphrased from the recently adopted Bylaws.

Voting membership in the Tiburon User Group, as set forth herein, is included in the Basic Service. The quantity of voting members is based on the number of Tiburon products installed, with the appropriate software licenses, at the CLIENT. For purposes of establishing voting memberships, a product is defined as Computer Aided Dispatch, Police Records Management, Fire Records Management, Correction Management System, and Mobile Data System. The Tiburon User Group Conference is held annually at a location to be determined.

"24/7" SERVICE OPTION

\$7,000 per year/per system


(initial)

Products not normally covered by 24-hour support may optionally be supported with 24-hour coverage (including Tiburon holidays). Applicable call-out charges continue to apply. If this option is not in force, technical support requests outside of covered hours are charged at technical service rates as defined below.

NEW PRODUCTS

Additional Tiburon software systems, subsystems and Tiburon provided third-party products, such as hardware, and networking software may be acquired under this Agreement. Tiburon installation, special tailoring, license fees and third-party peripherals required shall be charged at the then current Technical Services Rate or as quoted by Tiburon or the third party.

FORT BEND COUNTY, TEXAS

RQ111 Date 10/2/2012
Time 2:19:29PM

Requisitions

Requisition 77133 Buyer 15 For 5601A Sheriff-Patrol Delivery Date 10/1/2012
Approval Value 17700.00
Requester mullilou Lou Ann Mullings Vendor 13458 ENTERPRISE RENT A CAR
Deliver To OCDEF

LINE	Item/Venor Item	QTY Ordered	UOM	UNIT COST	Issue Account Activity/Acct Category
1	VEHICLE LEASE Full-Size Vehicle <i>for Billy Davis - CC approved 9/25/12</i>	12.00	EA	\$675.00	100560999 63300 G560-13OCDTF814 22300
2	VEHICLE LEASE Full-Size Vehicle <i>for Patrick Gasser - CC approved 9/25/12</i>	12.00	EA	\$675.00	100560999 63300 G560-13OCDTF878 22300
3	REPAIRS Incidental Vehicle Repairs	750.00	EA	\$1.00	100560999 63300 G560-13OCDTF814 22300
4	REPAIRS Incidental Vehicle Repairs	750.00	EA	\$1.00	100560999 63300 G560-13OCDTF878 22300

*4/3/13
16775
82302*

C.A.

Business Rental Preferred Rate Agreement

Company: Fort Bend County Sherriffs

"Customer"

Company: EAN Services, LLC

"Enterprise"

Contact: Louann Mullings

Contact: Business Rental Team

Address: 1410 Ransom Rd

Address: 10401 Centrepark Drive

Houston, Texas 77469

Houston, TX 77043

BASE RENTAL CHARGES*

<u>VEHICLE CLASS</u>	<u>MONTHLY RATE</u>
Compact	\$675.00/month
Mid-Size/Intermediate	\$675.00/month
Standard-Size	\$675.00/month
Full Size	\$675.00/month
Premium	\$700.00/month
Luxury	\$900.00/month
Mini Vans	\$675.00/month
Small SUV	\$675.00/month
Medium SUV	\$675.00/month
Large SUV	\$900.00/month
Trucks	\$675.00/month

*Base Rental Charges apply to Enterprise locations in the following geographic area(s): Houston, Texas.

For U.S. rentals (including Puerto Rico) outside of the geographic area(s) described above, the renting location from which the rental originates will apply a 5% discount off the standard, undiscounted daily, weekly, and monthly rates charged by the renting location.

Exclusions: Base Rental Charges are not available for rentals commencing in Manhattan all day Friday through 12:59 p.m. Sunday and for rentals commencing at JFK and LaGuardia airports between the hours of 1:00 p.m. Friday through 12:59 p.m. Sunday. Base Rental Charges do not include applicable taxes, fees, surcharges, refueling, drop-off, delivery, youthful driver, additional driver, or pickup charges or, except as set forth in this Agreement, any optional products or services such as damage waiver ("DW"), liability protection, personal accident insurance and personal effects coverage ("Driver Protection Products").

MILEAGE CHARGES: Base Rental Charges for rentals in the Houston, Texas area include 2,500 free miles per month, as applicable. Any additional miles will be charged at the rate of \$0.25/mile. Base Rental Charges for rentals outside of the above listed participating U.S. locations may not include mileage, in which case, mileage charges charged by the renting location's branch will apply.

VEHICLE AVAILABILITY: Hybrid vehicles are subject to the availability at the renting branch and are not available at all locations. Other restrictions may apply. 12 and 15 passenger vans are subject to availability at the renting branch and are not available in all states. Unless included in the Base Rental Charges listed above, rates for these vehicles will be determined by the applicable originating Enterprise location in its discretion.

ADDITIONAL TERMS AND CONDITIONS

1. Term. The term of this Business Rental Preferred Rate Agreement ("Agreement") begins September 13, 2012, and shall remain in full force and effect until such time as either party provides the other party with thirty (30) days written notice.
2. Rental Program. Enterprise agrees to make its vehicles available to Employees for rental from Enterprise's rental facilities for business use or personal use. For business use rentals, occasional personal use during the business rental period is allowed. During such occasional personal use, spouses of Employees will be considered additional authorized drivers. Employees of Customer must (a) use the customer number assigned by Enterprise to Customer (L060173 for rentals for business use and L060173 for rentals for personal use) when making the reservation for the rental and (b) certify at the time of reservation whether the rental is for business use or personal use. This Agreement shall not apply to or cover vehicle rentals by Enterprise or an Affiliate to an Employee from a car rental facility which is located in any other jurisdiction or is operated by Enterprise or an Affiliate under the "Alamo Rent A Car" or "National Car Rental" brand name or any truck rental facility operated by Enterprise or an Affiliate.
3. Rental Contracts. For each vehicle rented, the Employee must execute Enterprise's Rental Contract in the jurisdiction in which the vehicle rental occurs. Each Employee and Employee's spouse (and any person identified on page 1 of the Rental Contract as an "Additional Authorized Driver") must possess a valid driver's license issued by the state in which such person resides, and must be age 21 or older (unless otherwise agreed to in writing and 18 or older if required by law; and 25 or older for 12 and 15 passenger vans), and meet Enterprise's other normal renter qualifications. In the event of a direct conflict between the terms of this Agreement and the terms of any Rental Contract, the terms of this Agreement will govern. However, the specific terms of each Rental Contract will govern to the extent not directly in conflict with the terms of this Agreement. Customer agrees to pay Enterprise upon demand for all rentals and other charges incurred and all indemnity and other payments owed by an Employee under a Rental Contract relating to a rental for business use not timely paid by the Employee.
4. Rental Rates. For the first twelve (12) months following the date of this Agreement, Enterprise agrees to charge the Base Rental Charges set forth in this Agreement. In each successive 12-month period, Enterprise may modify the Base Rental Charges listed herein upon thirty (30) days' prior notice to Customer. In addition Base Rental Charges

may not apply in certain cities during special events, major holidays, and peak seasonal demand periods. In determining the length of rental, a day is deemed to be any 24-hour period or portion thereof ("Day"). All Base Rental Charges and surcharges are supplied in local currency.

5. Preferred Provider Status. Customer agrees to promote Enterprise as a preferred provider of rental cars, and to recommend Enterprise as an option to Employees renting vehicles for business use. Customer agrees to include Enterprise as an option on their self-booking tool. In addition, Customer agrees to promote Enterprise on their internal website and through other company-wide internal communication networks. Customer grants Enterprise the right to promote its preferred provider status to Customer's Employees.
6. Miscellaneous. Except as otherwise required by law, Customer agrees to maintain the confidentiality of the pricing offered to Customer and all other terms under this Agreement. This Agreement and any Rental Contract entered into between Enterprise and an Employee sets forth the entire understanding between the parties and may only be amended in a written document signed by each party. This Agreement shall be governed by the substantive laws of the state listed as part of Customer's address on Page 1. Rental Contracts shall be governed by the substantive laws of the state in which they are executed.
7. Third-Party Beneficiary. The parties intend for each subsidiary of Enterprise Rent-A-Car Company, a Missouri corporation, to be accorded the status of third-party beneficiary under this Agreement, and for all rights hereunder to inure to the benefit of each such subsidiary.
8. Offsets. The parties agree that Enterprise/Provider may, from time to time and upon notice to Customer, offset any amounts that are owed to Enterprise/Provider from the Customer against amounts owed to the Customer, in the ordinary course of business. Enterprise/Provider shall have the ability to discontinue this right to offset (in whole or in part), upon advance written notice to the Customer.
9. Assignment. Customer hereby consents to an assignment by Enterprise/Provider to any of Enterprise's/Provider's affiliated companies or a corporate successor upon conversion, merger or consolidation.

ENTERPRISE

By: [Signature]
 Name: _____
 Title: VP/6M
 Date: 10-10-2012

CUSTOMER

By: _____
 Name: _____
 Title: _____
 Date: _____