

STATE OF TEXAS

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COUNTY OF FORT BEND

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AMENDMENT NO. 6 TO AGREEMENT FOR EXTENDED SERVICES

THIS AMENDMENT NO. 6 is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Tiburon, Inc. (hereinafter "Tiburon"), a company authorized to conduct business in the State of Texas.

WHEREAS, County and Tiburon previously executed an Agreement for Extended Service dated June 22, 2000, Amendment No. 1 dated January 22, 2010, Amendment No. 2 dated October 26, 2010, Amendment No. 3 dated January 28, 2010, Amendment No. 4 dated June 5, 2012, and Amendment No. 5 on November 25, 2014 (collectively, the "Agreement") Attached hereto and incorporated by reference as Exhibit B. County and Tiburon now desire to amend said Agreement.


NOW, THEREFORE, in consideration of the foregoing, the Agreement between the County and Tiburon are hereby amended as follows:

1. County shall pay Tiburon for the Maintenance and Support services, as described in Exhibit A, provided by Tiburon for services rendered prior to County's upgrade to the new Tiburon system.
2. Payment shall be made to Tiburon in the amount of \$62,614.00.
3. Except as modified herein, the terms of the Agreement remain in full force and effect. If there is a conflict between this Amendment No. 6 and the Agreement, the provisions of this Amendment No. 6 shall prevail.
4. This Amendment No. 6 shall be effective upon execution by the County.

FORT BEND COUNTY

TIBURON, INC.

 Robert E. Hebert,
 County Judge



 Name: Blake Clark
 Title: Chief Financial Officer

Date


 May 12, 2016

 Date

ATTEST:

 Laura Richard, County Clerk

Reviewed:



 Captain Robin Frazier,
 Fort Bend County Sheriff's Office

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$62,614.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Attachments:

Exhibit A – Agreement for Extended Maintenance and Support Services

Exhibit B – Agreements

EXHIBIT A

EXHIBIT A
TO THE AGREEMENT FOR EXTENDED SERVICES
SOFTWARE SUPPORT AND MAINTENANCE FEES

CLIENT
Fort Bend County Sheriff's Office
1410 Ransom Road
Richmond, TX 77469

CONTACT – Captain Robin Frazier
CLIENT # M650-15

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

The term of the Agreement shall commence on the effective date and shall continue until termination in accordance with the terms thereof. This exhibit sets forth the current annual maintenance fee for the software applications and software modules listed below. Upon payment of the amount set forth below, this Exhibit A shall be attached to and become part of the Agreement. Except as provided below, annual maintenance fees are payable in advance of each anniversary of the effective date of the Agreement. Tiburon, Inc. reserves the right to increase the annual maintenance fee on an annual basis upon ninety (90) days prior written notice to the CLIENT, which adjustments shall become effective on the anniversary of the effective date of the Agreement. The annual maintenance fee will be adjusted as necessary to reflect changes in the software applications and software modules listed below or changes in the level of support provided under the Agreement. Such adjustments will be charged or credited as incurred on a pro rata basis and will be reflected in a new Exhibit A, which, upon delivery to the CLIENT, shall be attached to, and become part of, the Agreement.

Payments for all technical services outside the scope of Basic Services and Options included in the CLIENT's annual maintenance fee shall be invoiced to the CLIENT as incurred. All such invoices shall be due and payable within thirty (30) days of CLIENT's receipt thereof.

Additionally, Client agrees to test all Tiburon provided corrections, whether reported by Client as Technical Service Requests (TSRs) or not, and either approve the correction or report issues being experienced with the correction within twenty (20) calendar days of receipt of such corrections. Upon Client's approval or failure to communicate issues with any particular correction within the specified time frame, the TSR will be closed if a TSR was opened, or Tiburon may suspend support services if the correction was a Tiburon initiated matter.

Tiburon reserves the right to charge an administrative fee of 10% of the annual maintenance fees for semi-annual or quarterly invoices.

<u>Software Model</u>	<u>Months</u>	<u>CPU Make</u>	<u>Start</u>	<u>End</u>	<u>Total Fees</u>
CommandCAD	3		11/1/15	1/31/16	\$15,618.00
LawRECORDS	3		11/1/15	1/31/16	\$13,379.00
24x7 Coverage	3		11/1/15	1/31/16	\$1,750.00
JailRECORDS	3		11/1/15	1/31/16	\$11,755.00
ARS	3		11/1/15	1/31/16	\$5,940.00
AVL	3		11/1/15	1/31/16	\$1,551.00
911 Mapping	3		11/1/15	1/31/16	\$4,792.00
ProQA IF	3		11/1/15	1/31/16	\$2,389.00
Brazos IF	3		11/1/15	1/31/16	\$375.00
CopLogic	3		11/1/15	1/31/16	\$5,065.00
				Total	\$62,614.00

Failure to pay when due the annual maintenance fee, any adjustment thereto, any invoice or any other amounts owing under the Agreement shall constitute a default under the Agreement and could result in the termination of support services under the Agreement, additional administrative charges for reinstating lapsed support services, as well as collection fees (including reasonable attorneys' fees and expenses).

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.

"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.

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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)

On April 25, 2016 before me, Sean William Raburn
Date Here Insert Name and Title of the Officer

personally appeared Blake Clark
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Fort Bend Cert. of Interested Parties (TX) Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

EXHIBIT B

STATE OF TEXAS

COUNTY OF FORT BEND

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AMENDMENT NO. 5 TO AGREEMENT FOR EXTENDED SERVICES

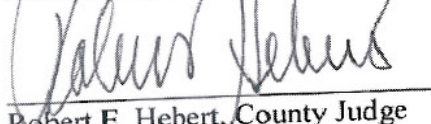
THIS AMENDMENT NO. 5 is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Tiburon, Inc. (hereinafter "Tiburon"), a company authorized to conduct business in the State of Texas.

WHEREAS, County and Tiburon previously executed an Agreement for Extended Service dated June 22, 2000, Amendment No. 1 dated January 22, 2010, Amendment No. 2 dated October 26, 2010, Amendment No. 3 dated January 28, 2010, and Amendment No. 4 dated June 5, 2012 (collectively, the "Agreements") Attached hereto and incorporated by reference as Exhibit B, C, D, E, & F. County and Tiburon now desire to amend said Agreements.

NOW, THEREFORE, in consideration of the foregoing, the Agreements between the County and Tiburon are hereby amended as follows:

1. Tiburon shall provide the services described in Tiburon's Enhancement Proposal 3468: CIT Data Module dated August 26, 2014, attached hereto as Exhibit A.
2. Payment shall be made in accordance with the Payment Schedule set forth in Exhibit A.
3. Except as modified herein, the Agreements remain in full force and effect. If there is a conflict between this Amendment No. 5 and the Agreements, the provisions of this Amendment No. 5 shall prevail.
4. This Amendment No. 5 shall be effective upon execution by the County.

FORT BEND COUNTY

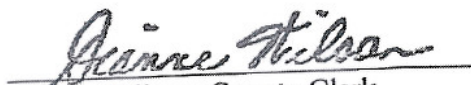

Robert E. Hebert, County Judge

11-25-14
Date

TIBURON, INC.

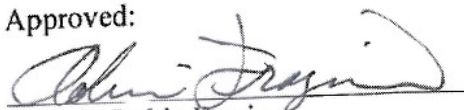

Scott Carroll, Contracts Manager

ATTEST:


Dianne Wilson, County Clerk



Approved:


Captain Robin Frazier,
Fort Bend County Sheriff's Office

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$68,856.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.


Robert Ed Sturdivant, County Auditor

Attachments:

- Exhibit A – Tiburon Enhancement Proposal 3468 CIT Data Module
- Exhibit B – Agreement for Extended Service
- Exhibit C – Amendment No. 1 dated January 22, 2010
- Exhibit D – Amendment No. 2 dated October 26, 2010
- Exhibit E – Amendment No. 3 dated January 28, 2011
- Exhibit F – Amendment No. 4 dated June 5, 2012



August 26, 2014

Andy Patti
Fort Bend County Sheriff's Office
1410 Ransom Road
Richmond, TX 77469

Subject: Enhancement Proposal (EP) – 3468: CIT Data Module

Reference: Agreement for Extended Service between Fort Bend County, TX and Tiburon, Inc., effective date June 22, 2000

Dear Mr. Patti:

Tiburon, Inc. is pleased to present the Fort Bend County Sheriff's Office (hereinafter, "Client") with this Enhancement Proposal for a CIT Data Module (hereinafter, referred to as the "Proposal").

Scope Description and Responsibilities

The attached Exhibit 1, Statement of Work ("SOW") describes the project tasks, responsibilities of each party and defined completion criteria.

Price Description

- 1) Firm fixed price: \$68,856
- 2) Upon achievement of the completion criteria set forth in the SOW the Tiburon Annual Maintenance Fee will increase by \$7,934. This additional maintenance fee will be prorated and added to the following year's annual maintenance renewal.
- 3) This Proposal does not include:
 - Warranty
 - Documentation
 - Hardware or third party products or services
 - Travel and on-site time
- 4) Any taxes levied by a government agency. Taxes, if applicable are the sole responsibility of the Client.
- 5) Upon completion, the application feature(s) agreed to in this Proposal will be considered a baseline feature and included in any future upgrades, unless otherwise documented by Tiburon.

Effective Date and Payment Schedule

- 1) The work described herein will be scheduled to commence at a mutually agreeable date after Client's acceptance of this Proposal.

Fort Bend County Sheriff's Office
EP- 3468: CIT Data Module
Page 2

2) Payment Schedule:

- 50% Upon Tiburon receipt of the signed acceptance of this Proposal.
- 50% Upon achievement of the completion criteria set forth in the SOW.

Note: No scheduling of resources will occur until after the first payment milestone is paid and all outstanding account receivable payments have been made. This Proposal may be cancelled at Tiburon's discretion upon written notice to Client if the first payment milestone is not paid when due.

- 3) Client's acceptance of this Proposal in the signature block provided below authorizes Tiburon to proceed with the work described herein and confirms funding will be obligated. Any requisite contractual documents required by Client's purchasing procedures are the responsibility of the Client.
- 4) The terms and conditions of the above referenced Agreement, and this Proposal prevail regardless of any conflicting or additional terms and conditions on any Purchase Order or other correspondence. Any contingencies or additional terms obtained on any Purchase Order are not binding upon Tiburon. All Purchase Orders are subject to approval and acceptance by Tiburon.

This fixed price Proposal is valid through November 26, 2014.

Upon review and acceptance of this Proposal, please have a duly authorized person sign below and return the signed copy of the Proposal to Judy Basnett by email at: Judy.Basnett@tiburoninc.com or fax 510-217-6466. If you have any questions or require further information, please contact Judy Basnett at 650-245-6702, at your convenience.

Sincerely,



Vincent Tedesco
COO

Attachment:
Exhibit 1 - Statement of Work

By this signature, Client accepts this Proposal:

Signature

Date

Printed Name / Title

Exhibit 1

Statement of Work

Scope Description

Remotely, Tiburon will enhance the Client's existing LawRECORDS environment to include 2 new modules. A Mobile module and separate Server Side module (similar to Field Interview and Crime Analysis for Field Contacts) for CIT Contact data as listed in Attachment B: Sample CIT Form. WebQuery changes are also included to provide the ability to run the listed details report.

The Mobile module will be added to the ARS/RF distribution so it can be used in the field just like ARS. The server side module will accept the Mobile module transfers and support the MNI and MLI index processing.

Refer to Attachment A: Design Document for tab and field breakdown along with specifics like code tables and security. It will include a WebQuery report of all the server side CIT data elements that will be controlled by security.

Tiburon will document and provide chapters for Entity Relational Diagrams and Data Element definitions (ERD's) that can be used for any third party report writing.

The new CIT modules will also populate/create new CIT Flagged persons and addresses in the Special Flag module. All like data elements will be mapped and necessary other items will be defaulted. The Special Flag creates will occur on the transfer from mobile CIT to LAN CIT and on direct adds to the LAN CIT module. All updates to flagged entries will be manually made. This will allow for internal suspense entries to be captured on the flagged CIT person and appear on the Special Contact list output.

No training included. If a data mapping document is required for the completion of this enhancement, only one iteration will be allowed and must be approved by both parties prior to the beginning of development. Scheduling will occur in accordance with the Payment Schedule terms as listed above. Once the terms are met, Tiburon will schedule the enhancement in the next available timeframe. Tiburon does not guarantee delivery by a particular date. All work will be completed during Tiburon's normal business hours Monday through Friday 0800 - 1700.

Tiburon Responsibilities

- 1) Modify the application per the Scope Description.
- 2) Install the modified code in Client's test environment.
- 3) Upon Client's testing, correct any discrepancies in operation based on the Scope Description.
- 4) Install the modified code in Client's production environment.

Client Responsibilities

Fort Bend County Sheriff's Office
EP- 3468: CIT Data Module
Page 4

- 1) Designate a person to be the principal point of contact for all technical questions and administrative arrangements relating to this Proposal.
- 2) Provide VPN access to Tiburon.
- 3) As required, coordinate the participation of non-Tiburon provided third parties and outside agencies.
- 4) Complete testing of the modified code within ten (10) business days from receipt of Tiburon's notification the code is ready for testing to ensure conformance with the Scope Description.

Completion Criteria

This work will be considered complete ten (10) business days after Tiburon has provided the Client with written notification that the modified code is ready for testing in the test system, or has been placed into production, whichever comes first. If Client does not confirm completion with a sign off letter presented by the Tiburon project manager within ten (10) business days of submittal of such letter, or otherwise notifies Tiburon in writing why completion sign-off has not been provided any final invoice(s) will be issued and will be payable in accordance with the payment terms of this Proposal.

ATTACHMENT A: Design Documentation

All fields will inherit the system wide data type and formatting. No changes are allowed specific to these modules. All fields listed on the Attachment B: Sample CIT Form will be captured accordingly, no additional fields are included.

MOBILE MODULE

- TAB: Master/CIT Contact
 - Fields generic to the contact
 - CIT Contact
 - Generated by system
 - Officer
 - O* Code table
 - Date
 - Time DISP
 - Time ENR
 - Time OS
 - Time IS
 - CAD Incident Number
 - Call Activity
 - Optional (support for Other) Code table
 - Calls for Service
 - On-view Investigations
 - etc
 - Call Type
 - Optional (support for Other) Code table
 - Accident Scene
 - Active Shooter
 - etc
 - Location of Service by City
 - Optional (support for Other) code table
 - Location of Service
 - Optional (support for City Limits specify) code table
 - Include a GET CAD feature
- TAB: Person/Consumer
 - Fields specific to the consumer
 - Name
 - Sex
 - SX code table
 - DOB
 - MNI
 - Juvenile
 - Y/N edit
 - Insurance

- Y/N edit
 - Medicaid
 - Y/N edit
 - Ethnicity
 - Code table
 - Address
 - City
 - St
 - ZIP Code
 - MLI
 - Premise Type
 - Multiple option Code table with Home, Group Home, Hotel, Homeless
 - Phone
 - Phone Type
 - Alternate Contact Name
 - Relationship to Consumer
 - Alternate's Phone
 - Alternate's Phone Type
- TAB: Consumer Background: Special Population
 - Setup with check boxes controlled by Code table
 - Other explain below will be put in the Notes/Narrative field
- TAB: Mental Illness
 - Setup with check boxes controlled by Code table
- TAB: Field Activity
 - Setup with check boxes controlled by Code table
- TAB: Behavior
 - User Defined fields setup with code table (R or O) options
 - Other explain below will be put in the Notes/Narrative field
- TAB: Disposition
 - Setup with check boxes controlled by Code table
 - Other explain below will be put in the Notes/Narrative field
- TAB: Social Environment Needs
 - User Defined fields setup with code table (MET or NOTMET) options
 - Other text will be put in the Notes/Narrative field
- TAB: Multi Agency Involvement
 - Setup with check boxes controlled by Code table
 - Specify below will be put in the Notes/Narrative field
 - Other explain below will be put in the Notes/Narrative field
- TAB: Notes/Narrative
 - Free form
- TAB: Transfer to Server
 - Button to send all data to a corresponding new module on Server
 - Person/Consumer tab will be support software based to support MNI and MLI index maintenance

Data Elements mandatory requirements will be provided by client prior to starting development. Module will have a single security key for access.

SERVER MODULE

- TAB: Master/CIT Contact
 - No GET CAD feature
- TAB: Person/Consumer
 - Support software based screen/application to support MNI and MLI index processing
- TAB: Consumer Background: Special Population
- TAB: Mental Illness
- TAB: Field Activity
- TAB: Behavior
- TAB: Disposition
- TAB: Social Environment Needs
- TAB: Multi Agency Involvement
- TAB: Notes/Narrative

Module will have a separate security key for access for each tab.

WEBQUERY

Include a details report with separate security to run report on query by CIT number.

On Name and Location searches details for CIT module references, include a link on the CIT Number that links back to the CIT details report.

If a user does not have access to the WebQuery CIT Details report they will not get access to any of that data in detail.

ATTACHMENT B: Sample CIT Form



**FORT BEND COUNTY
CRISIS INTERVENTION TEAM CONTACT FORM**

Exhibit A

CC:

Date: _____ Time: DISP _____ ENR _____ OS _____ IS _____ Incident/Case#: _____

Officer Name: _____ Unit #: _____
Last name First Name MI

Consumer Information

Name: _____ Sex: Male Female
Last Name First Name MI

DOB: _____ Juvenile: Yes No Insurance: Yes No Medicaid? Yes No

Address: _____ City _____ State _____ Zip Code _____
Street

Phonc#: _____ Premise Type: Home Group Home Hotel Homeless

Alternate Contact: _____ Phone#: _____
Last Name First Name MI

Relationship to Consumer: _____

Please select the appropriate descriptions

Call Activity Please select one			
<input type="radio"/> Calls for Service	<input type="radio"/> Referral	<input type="radio"/> Administrator Assignment	<input type="radio"/> Transportation
<input type="radio"/> On-view Investigation	<input type="radio"/> Follow-Ups	<input type="radio"/> Telephone Consultation	<input type="radio"/> N/A
<input type="radio"/> Other (Please Explain)			

Consumer Background: Special Population Please check all that apply		
<input type="checkbox"/> Veteran	<input type="checkbox"/> I/DD (Developmental Disabilities)	<input type="checkbox"/> Homeless
<input type="checkbox"/> Juvenile (under 18 years of age)	<input type="checkbox"/> Autism	<input type="checkbox"/> Dementia, Alzheimer's
<input type="checkbox"/> N/A	<input type="checkbox"/> Other (Please Explain)	

Consumer Background: Ethnicity Please Select One			
<input type="radio"/> White	<input type="radio"/> Black	<input type="radio"/> Hispanic	<input type="radio"/> N/A
<input type="radio"/> Native American Indian	<input type="radio"/> Middle Eastern	<input type="radio"/> Asian	<input type="radio"/> Other

Mental Illness (reported or history of) Please check all that apply		
<input type="checkbox"/> Bipolar	<input type="checkbox"/> Schizophrenia	<input type="checkbox"/> Anxiety
<input type="checkbox"/> Depression	<input type="checkbox"/> PTSD	<input type="checkbox"/> Co-occurring Substance Abuse
<input type="checkbox"/> N/A	<input type="checkbox"/> Other (Please Explain)	

Location of Service by City Limit Please select one						
<input type="radio"/> Arcola	<input type="radio"/> Beasley	<input type="radio"/> Fulshear	<input type="radio"/> Houston	<input type="radio"/> Katy	<input type="radio"/> Kendallton	<input type="radio"/> Meadows Place
<input type="radio"/> Missouri City	<input type="radio"/> Needville	<input type="radio"/> Orchard	<input type="radio"/> Richmond	<input type="radio"/> Rosenberg	<input type="radio"/> Simonton	<input type="radio"/> Stafford
<input type="radio"/> Sugar Land	<input type="radio"/> Thompsons	<input type="radio"/> Weston Lake	<input type="radio"/> N/A	<input type="radio"/> Other:		

Location of Service by District Please select one				
<input type="radio"/> District 1	<input type="radio"/> District 2	<input type="radio"/> District 3	<input type="radio"/> District 4	<input type="radio"/> District 5
<input type="radio"/> District 6	<input type="radio"/> District 7	<input type="radio"/> District 8	<input type="radio"/> District 9	<input type="radio"/> N/A
<input type="radio"/> Other (Please specify):				

Field Activity Please check all that apply		
<input type="checkbox"/> Offense Report: crimes against persons	<input type="checkbox"/> Offense Report: crimes against property	<input type="checkbox"/> Significant incident report
<input type="checkbox"/> Use of force reports	<input type="checkbox"/> Officer Injury	<input type="checkbox"/> Consumer Injury
<input type="checkbox"/> Weapons Used: <input type="checkbox"/> Gun <input type="checkbox"/> Knife <input type="checkbox"/> Taser <input type="checkbox"/> Other (please specify):		<input type="checkbox"/> N/A
<input type="checkbox"/> Other (Please explain):		

Call Type Please check all that apply				
<input type="checkbox"/> Accident Scene	<input type="checkbox"/> Active shooter	<input type="checkbox"/> Assault: family violence	<input type="checkbox"/> Assault: Other	<input type="checkbox"/> Barricaded Person
<input type="checkbox"/> Bomb Threat	<input type="checkbox"/> Criminal Mischief	<input type="checkbox"/> Disturbance/Fight	<input type="checkbox"/> Escaped Suspect	<input type="checkbox"/> Exposure
<input type="checkbox"/> Follow-Up	<input type="checkbox"/> Found Person	<input type="checkbox"/> Hostage	<input type="checkbox"/> Meet with Citizen	<input type="checkbox"/> Medical Emergency
<input type="checkbox"/> Robbery	<input type="checkbox"/> Sex Offenses	<input type="checkbox"/> Stabbing/Shooting	<input type="checkbox"/> Suicide (threat, risk, ideations)	
<input type="checkbox"/> Suspicious person/Prowler	<input type="checkbox"/> Theft	<input type="checkbox"/> Trespass	<input type="checkbox"/> Welfare Check	<input type="checkbox"/> Weapons Call
<input type="checkbox"/> N/A	<input type="checkbox"/> Other (Please explain):			

Behavior Mark 'R' for Reported or 'O' for Observed Behavior Please check all that apply			
<input type="checkbox"/> Alcohol Use	<input type="checkbox"/> Off Medication	<input type="checkbox"/> Suicidal Threat	
<input type="checkbox"/> Delusional	<input type="checkbox"/> Paranoid	<input type="checkbox"/> Suicidal Attempt	
<input type="checkbox"/> Hearing Voices	<input type="checkbox"/> Psychosis	<input type="checkbox"/> Homicidal	
<input type="checkbox"/> Cognitive Impairment	<input type="checkbox"/> Anxiety	<input type="checkbox"/> Violent Threat	
<input type="checkbox"/> Seeing Things	<input type="checkbox"/> Depression	<input type="checkbox"/> Exploitation	
<input type="checkbox"/> Mania	<input type="checkbox"/> Agitated	<input type="checkbox"/> Inappropriate Sexual Behavior	
<input type="checkbox"/> Withdrawn	<input type="checkbox"/> Disorientated Behavior	Hallucinations (specify): <input type="checkbox"/> Auditory <input type="checkbox"/> Visual <input type="checkbox"/> Tactile <input type="checkbox"/> Olfactory	
<input type="checkbox"/> Illegal Drug Use	<input type="checkbox"/> Self-mutilation		
<input type="checkbox"/> Prescription Drug Abuse	<input type="checkbox"/> Suicidal Thoughts/Ideations		
<input type="checkbox"/> N/A	<input type="checkbox"/> Other (Please Explain)		

Disposition Please check all that apply			
<input type="checkbox"/> Voluntary Committal	<input type="checkbox"/> Emergency Detention Order	<input type="checkbox"/> Jail Diversion: diverted to family	<input type="checkbox"/> Jail Diversion: other (specify)
<input type="checkbox"/> Arrest <input type="checkbox"/> Felony <input type="checkbox"/> Misdemeanor <input type="checkbox"/> New Charges <input type="checkbox"/> Diversion	<input type="checkbox"/> ER Diversion	<input type="checkbox"/> Safety Plan	<input type="checkbox"/> Completed Referral
<input type="checkbox"/> Texana Crisis Center	<input type="checkbox"/> EMS Transport Diversion	<input type="checkbox"/> Provided Resources & Emergency Contact Information	
<input type="checkbox"/> Other (please explain):			
<input type="checkbox"/> Hospitalization:	Emergency Room	Psychiatric	
	<input type="checkbox"/> Oak Bend - Jackson St. <input type="checkbox"/> Oak Bend - Williams Way <input type="checkbox"/> Memorial Hermann-Sugar Land <input type="checkbox"/> Memorial Hermann-Katy <input type="checkbox"/> Methodist- Sugar Land <input type="checkbox"/> St. Lukes-Sugar Land	<input type="checkbox"/> West Oaks <input type="checkbox"/> ASH <input type="checkbox"/> IntraCare-North <input type="checkbox"/> Bayshore	<input type="checkbox"/> SASH <input type="checkbox"/> Bellaire Behavioral <input type="checkbox"/> Cambridge <input type="checkbox"/> Other (please specify other facility above) <input type="checkbox"/> Cypress Creek <input type="checkbox"/> Gulf Coast <input type="checkbox"/> Kingwood
N/A			

Social/Environmental Needs	Met	Not Met	N/A
Primary Support Groups (Family, Church, Friends)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Social Environment (Home, Work)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Education	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Housing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Financial	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Medical (Insurance, Medication, Doctor Visits)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legal System/Crime	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Daily Living Skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VA Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Multi Agency Involvement			
Please check all that apply			
<input type="checkbox"/> Adult Protective Services	<input type="checkbox"/> Child Protective Services	<input type="checkbox"/> Juvenile Probation	<input type="checkbox"/> Social Services
<input type="checkbox"/> EMS	<input type="checkbox"/> SWAT	<input type="checkbox"/> VA	<input type="checkbox"/> Department of Public Safety
<input type="checkbox"/> Texana <input type="checkbox"/> Crisis Center <input type="checkbox"/> IDD <input type="checkbox"/> Mental Health Outpatient <input type="checkbox"/> Mobile Crisis Outreach Team		<input type="checkbox"/> School Resource Officers: <input type="checkbox"/> Fort Bend ISD <input type="checkbox"/> Lamar CISD <input type="checkbox"/> Katy ISD <input type="checkbox"/> Needville ISD <input type="checkbox"/> Other (specify):	
<input type="checkbox"/> Psychiatric Hospital (specify):	<input type="checkbox"/> Outpatient Treatment (specify):	<input type="checkbox"/> ER Hospital (specify):	
<input type="checkbox"/> Police Department (specify below): <input type="checkbox"/> Sugar Land <input type="checkbox"/> Missouri City <input type="checkbox"/> Stafford <input type="checkbox"/> Meadows Place <input type="checkbox"/> Needville <input type="checkbox"/> Richmond <input type="checkbox"/> Rosenberg <input type="checkbox"/> Fulshear <input type="checkbox"/> Arcola <input type="checkbox"/> Katy <input type="checkbox"/> Houston			N/A <input type="checkbox"/> (Other (specify):

Additional Notes

TIBURON, INC.

AGREEMENT FOR EXTENDED SERVICE

This Agreement is entered into this 22nd day of June, 2000, by and between Fort Bend County Sheriff's Office, 500 Liberty Street, Suite 212, Richmond, TX 77469 (hereinafter referred to as "CLIENT") and Tiburon, Inc. (hereinafter referred to as "TIBURON"), having its primary place of business at 39350 Civic Center Drive, Suite 280, Fremont, California 94538.

IT IS HEREBY AGREED:

WHEREAS, CLIENT has determined that it requires the categories of application software maintenance on the software systems which have been provided to CLIENT by TIBURON under a separate agreement (hereinafter the "PROGRAM"). These software systems are identified in Exhibit A, which is attached hereto and hereby incorporated by reference, and

WHEREAS, CLIENT requires the provision of professional and technical services and materials as specified in this Agreement, and

WHEREAS, TIBURON is qualified to provide the services and materials required by CLIENT as specified in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, CLIENT and TIBURON agree as follows:

1. PERIOD OF PERFORMANCE

The term under which TIBURON shall be obligated to perform under this Agreement shall be for the time period specified in Exhibit A, and shall continue for this time period or until this Agreement has otherwise been terminated as provided herein.

2. STATEMENT OF WORK

With respect to the PROGRAM, TIBURON shall perform the following maintenance services:

- a. TIBURON shall retain a copy of the PROGRAM source code.
- b. If during the term of this Agreement, (1) CLIENT discovers defects in the PROGRAM such that the PROGRAM will not perform in accordance with the specifications as previously accepted by CLIENT, (2) CLIENT notifies TIBURON of such defects in writing; and (3) such defects are reproducible, then TIBURON shall provide timely corrections of such defects.
- c. If problems arise concerning the PROGRAM, TIBURON shall provide telephone assistance and support via remote dial-in.
- d. If remote support is available, but an on-site visit is required to correct the defect, TIBURON will travel to the site at no additional charge if the problem lies solely with TIBURON application software. If CLIENT is unable to provide remote dial-in and an on-site visit is necessary to correct the problem, TIBURON will bill for travel and per diem costs. If the problem is CLIENT generated, CLIENT is responsible for all fees and expenses and will be billed at TIBURON's current service rate in addition to all travel costs.
- e. TIBURON shall provide CLIENT with a quarterly status report to include a summary

of site activity and client requests.

- f. TIBURON shall provide a toll-free telephone service for routine operational and technical assistance.

Technical and operational service shall be available during TIBURON's normal support hours of 8:00 a.m. to 5:30 p.m. Central Time (excluding weekends and TIBURON holidays) and at additional times according to the terms defined in the Schedule of Services and Charges in Exhibit B which is attached hereto and hereby incorporated by reference.

- g. TIBURON shall provide software upgrades and enhancements as per the Schedule of Services and Charges attached hereto as Exhibit B. Any installation and special tailoring required shall be charged at the Technical Service Rate as identified in Exhibit B. All such software provided by TIBURON shall be covered by the terms of this Agreement.

If CLIENT has source code on-site, and corrections for reported problems or defects are due substantially to CLIENT's errors or CLIENT's changes to the system environment, or relate to CLIENT-modified portions of the PROGRAM or to portions of the PROGRAM affected by CLIENT-provided software, or if diagnosis of problems reported erroneously shall be performed by TIBURON, CLIENT will be charged at the Technical Service Rate, plus applicable travel and per diem expenses.

3. CLIENT RESPONSIBILITIES

CLIENT agrees to provide those services and facilities defined below which are necessary for the provision of services by TIBURON under this Agreement. CLIENT and TIBURON agree that the scope and schedule of services to be provided by TIBURON under this Agreement depend upon the timely fulfillment of CLIENT responsibilities.

- a. CLIENT shall assign a coordinator to ensure that CLIENT's duties set forth in this Agreement are met, to coordinate appropriate schedules in connection with TIBURON's services hereunder, and to provide other coordination activities which are necessary for TIBURON to perform its services hereunder. CLIENT shall maintain performance logs documenting trouble calls and availability of on-line systems according to procedures provided by TIBURON.
- b. CLIENT shall assign individuals who are familiar with the PROGRAM, and who are able to provide on-site technical assistance as required by TIBURON to aid TIBURON in performing its services. CLIENT personnel will screen operational assistance calls and handle operational problems where appropriate.
- c. CLIENT shall ensure that appropriate maintenance activities are carried out on a regularly scheduled basis in accordance with site documentation. This includes but is not limited to backing up the database and journal logs, purging out of date records and running reports and performing diagnostics as requested by TIBURON.
- d. CLIENT shall provide dial-in access to CLIENT's computer, making it accessible by TIBURON for remote service. CLIENT is responsible for the provision of all local equipment (dial-up modems, telephone termination, communications port, etc.) required to support access by TIBURON. If CLIENT has source code on-site, CLIENT shall also compile programs and run appropriate tests following each remote access as requested by TIBURON. In the event that CLIENT does not comply with these provisions, Technical Service charges as specified in Exhibit B shall apply.
- e. CLIENT shall meet with TIBURON as may be reasonably required to discuss

operational issues and the status of the PROGRAM and provide timely responses to issues related to maintenance and PROGRAM performance raised in writing by TIBURON.

- f. CLIENT shall update and maintain the input data as may be required for satisfactory PROGRAM operation, and be responsible for the accuracy of CLIENT-provided data.
- g. If CLIENT has source code, CLIENT shall provide TIBURON with a complete copy of the production source code in a format compatible with TIBURON's support environment so that TIBURON has ready access to the code for maintenance work. Complete replacement copies shall be made available on a timely basis upon request by TIBURON.
- h. If CLIENT has source code, CLIENT shall be responsible for storing a complete copy of the production source code off site as an emergency back up.

4. PAYMENT

CLIENT shall make payments to TIBURON based on invoices submitted. Schedules and amounts of invoices shall be determined in accordance with Exhibit B.

5. INDEPENDENT CONTRACTOR

Each party hereto, in performance of this Agreement, will be acting in its own capacity. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. TIBURON will be responsible for payment of payroll taxes, unemployment insurance, and similar obligations with respect to its own employees, and no deductions shall be made from payments due under this Agreement for that or any other related reason.

6. LICENSE

With respect to each change, correction, or enhancement to PROGRAM furnished to CLIENT under this Agreement, TIBURON grants to CLIENT a perpetual, non-exclusive, non-assignable, non-transferable license to use such change, correction, or enhancement solely as part of the PROGRAM.

7. CLIENT MODIFICATIONS

If CLIENT has source code on-site, CLIENT shall not make any changes or modifications to TIBURON application software or to application software operating environment without TIBURON's prior written authorization. Any such changes without TIBURON's prior written authorization shall be deemed unauthorized and in violation of the terms and conditions of this Agreement.

At no additional cost to CLIENT, TIBURON shall provide updates to the TIBURON External Interface Software and/or documentation, including all existing screen formats currently supported by TIBURON, for all legal requirements or modifications mandated by NCIC, or the CLIENT's respective State, when such requirements or modifications require a programming/source code change to the Licensed Software. Changes mandated or offered by CLIENT's respective City and/or County are not covered. Changes to State and/or NCIC protocols are considered outside the scope of this Agreement.

8. CONFIDENTIAL INFORMATION

TIBURON shall regard all CLIENT files and data as CLIENT's confidential information. TIBURON shall not release said data to outside parties without written consent of CLIENT. To the extent allowed by law, CLIENT shall regard all software and documentation provided by TIBURON as confidential information. CLIENT shall not release or provide access to said software and documentation to outside parties without written consent of TIBURON.

9. TERMINATION

This Agreement may be terminated by either party by giving at least a ninety (90) day advance written notice to the other party.

Upon termination of this Agreement for any reason, the provisions relating to Confidential Information and License shall survive.

10. INSURANCE

TIBURON shall, at its own expense, at all times while TIBURON is performing services at CLIENT's facilities, maintain in force:

- a. A comprehensive general liability insurance policy including coverage for contractual liability for obligations assumed under the contract documents, blanket contractual liability, products and completed operations and owner's and contractor's protective insurance; and
- b. Comprehensive automobile liability insurance policy including owned and non-owned automobiles; and
- c. Liability coverage shall be equal to or greater than the limits for claims made under the California Tort Claims Act with minimum coverage of \$500,000 per occurrence (combined single limit for bodily injury and property damage claims) or \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage. Liability coverage shall be provided on an "occurrence" basis. "Claims made" coverage will not be acceptable.

Certificates of insurance acceptable to CLIENT shall, upon request, be filed with CLIENT, prior to the commencement of any services at CLIENT facilities by TIBURON. Each certificate shall provide that coverage under the policy cannot be canceled and restrictive modifications cannot be made until at least 30 days prior written notice has been given to CLIENT.

11. AMENDMENTS

This Agreement may be amended upon mutual written agreement by CLIENT and TIBURON to include, but not be limited to, additional services and support, continuation of maintenance of the equipment and software, replacements, and upgrades.

12. APPLICABLE LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

13. LIMITATION OF LIABILITY AND REMEDIES

a. Limited Warranty

While this Agreement is in effect, TIBURON warrants that all computer programs developed or provided under this Agreement will conform to such applicable specifications as may be developed under this Agreement.

THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

b. Limitation of Damages and Remedy

TIBURON's liability hereunder for damages shall not exceed the annual maintenance charge paid to TIBURON for the period in which the cause of action occurred. In no event shall TIBURON be responsible for any indirect, consequential, incidental, or tort damages.

14. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding between the parties as to the subject matter hereof and merges all prior discussions between them, and neither party shall be bound by any prior representations, conditions, understandings, or warranties except for original system warranties or those expressly provided herein, or in any surviving terms of prior written agreements between the parties hereto, or in any written agreements signed by representatives of the parties on or subsequent to the date of this Agreement. No provision appearing on any form originated by CLIENT shall have any force or effect unless such provision is expressly accepted in writing and signed by a representative of TIBURON.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates set forth below.

CLIENT

[Signature]
Signature of Authorized Representative

James C. Adolphus
Name

County Judge
Title

October 30, 2000
Date

TIBURON

[Signature]
Signature of Authorized Representative

Charles H. Bridges Jr.
Name

Vice President and Chief Financial Officer
Title

June 26, 2000
Date

EXHIBIT A
TO THE AGREEMENT FOR EXTENDED SERVICES
SOFTWARE SUPPORT AND MAINTENANCE FEES

CLIENT
 Fort Bend County Sheriff's Office
 500 Liberty Street, Suite 212
 Richmond, TX 77469

CONTACT – Ms. Connie Helnecke
 CLIENT #U650-00

Support and Maintenance provided to the CLIENT listed above shall be pursuant to the terms and conditions of the TIBURON Agreement for Extended Service dated June 22, 2000.

This Exhibit A shall become part of said Agreement upon signature and shall be effective from November 1, 2000, to October 31, 2001. The Agreement applies only to the application software and software modules listed below and will be billed in advance annually, unless otherwise set forth in Exhibit B. Upon future renewals, there will be an additional charge to any CLIENT requiring semi-annual or quarterly invoices.

<u>Software Model</u>	<u>Months</u>	<u>CPU Make</u>	<u>Model</u>	<u>Serial #</u>	<u>Total Fees</u>
CAD/MSS	12				
Police RMS	12				
Jail CMS	12				
				Total	\$55,558.00

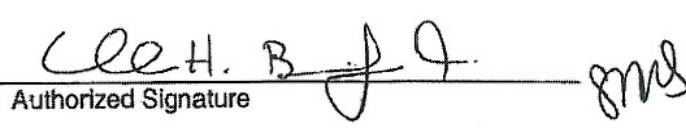
Optional items from Exhibit B to be filled in by CLIENT.					
<u>Software Model</u>	<u>Months</u>	<u>CPU Make</u>	<u>Model</u>	<u>Serial #</u>	
			Grand	Total	

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives.

CLIENT

TIBURON


 Authorized Signature


 Authorized Signature

James C. Adolphus
 Name

Charles H. Bridges Jr.
 Name

County Judge
 Title

Vice President and Chief Financial Officer
 Title

October 30, 2000
 Date

June 26, 2000
 Date

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

BASIC SERVICES \$ 55,558.00 per year

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.

"24/7" SERVICE OPTION \$7,000.00 per year/per system


(initials)

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.

RELEASE MANAGEMENT PROGRAM Included/Not included

New software releases are provided for CLIENT's version of the RISC and HP CAD or the SS/2000 Police and Fire RMS Systems and Relational Data System programs. New software versions typically include significant application changes and may require TIBURON's technical support to install. TIBURON services may be charged at the Technical Services Rate defined below, if agreed upon in writing, in advance. Significant application changes include but are not limited to system architecture, user interfaces, system externals, and database structure.

Software releases include problem fixes and software enhancements. They do not typically require TIBURON's on site assistance to install. TIBURON installation and special tailoring, if required, may be charged at the Technical Service Rate 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 the third party.

PREPAID TECHNICAL SUPPORT RESOURCE POOL \$ _____ (amount) _____ (initials)

A dollar amount is allocated to a Technical Support Resource Pool. The charges for Technical Support will always be calculated at the TIBURON Facility rate and will be subtracted from this dollar amount as incurred. Any unused portion of this account is carried over to the next contract year.

GOLD CARD SERVICE OPTION

Quote available on request

A total support program is tailored for CLIENT and includes a schedule of on-site visits by TIBURON personnel for data base management, working with end users to identify and resolve problems and to apply agreed upon software changes, installation of new software products obtained through this Agreement, and a comprehensive training program. (If selected by CLIENT the terms of this option are defined in the Gold Card Service Schedule will be attached as Exhibit C and incorporated herein by reference.)

OPERATIONS REVIEW

Included

Tiburon personnel will visit CLIENT site periodically and meet with management, operations and other user personnel to conduct an operations review of the systems and an analysis of the CLIENT's automation requirements. A report will be produced to include observations and recommendations regarding the CLIENT's use of the system. Working with the CLIENT, this review will be further documented in the form of a multi-year automation plan for the CLIENT. There will be no charge for this service if total annual maintenance exceeds \$20,000.

TIBURON USER GROUP MEMBERSHIP

Included

Two voting memberships in the Tiburon User Group are included in Basic Services. The National User Group Conference is held annually at a location near TIBURON's Headquarters office in Fremont, California.

TECHNICAL SERVICE RATES

Technical Services Rates shall be deducted from the Prepaid Technical Support Resource Pool, or if that option is not available, they shall be invoiced to CLIENT as incurred.

1. Technical Service Rates

Technical support shall be charged at the following rates:

- At TIBURON Facilities: \$ 125 per staff hour
- At CLIENT Site: \$ 150 per staff hour

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 dial-in service. If CLIENT does not provide this support for dial-in service, 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 9, item 1.

PAYMENT PROVISIONS

Payments due under this Agreement shall be made based on invoices submitted in advance on an annual basis for Basic Services and Options or as incurred for miscellaneous expenses.

TIBURON reserves the right to adjust the CLIENT's annual fee with a ninety (90) day advance written notice of adjustments. The adjustment will become effective on the anniversary date of this Agreement.

The amount of any tax, license, or permit fees, but not including taxes on income, that may be imposed or levied upon this Agreement, the transaction, or the materials or services delivered hereto, shall be added to each invoice and paid by CLIENT in addition to the amounts shown above.

CLIENT shall pay each invoice within thirty (30) days of receipt thereof.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives.

CLIENT

TIBURON


Authorized Signature


Authorized Signature

James C. Adolphus
Name

Charles H. Bridges Jr.
Name

County Judge
Title

Vice President and Chief Financial Officer
Title

October 30, 2000
Date

June 26, 2000
Date

EXHIBIT C

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, Picasanton, 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.

Signature: Maria Szymanek
Date: 12-14-10
Name: MARIA SZYMANEK
Title: VP FINANCE

COUNTY OF FORT BEND

Signature: Robert Hebert
Date: Jan. 22, 2010
Name: Robert Hebert
Title: County Judge

Exhibit D

THE STATE OF TEXAS
 COUNTY OF FORT BEND

§
 §
 §

AMENDMENT NO. 2
 AGREEMENT FOR EXTENDED SERVICES

THIS AMENDMENT No. 2 is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as "County," and TIBURON, INC hereinafter referred to as "Tiburon," authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, County and Tiburon previously entered an Agreement for Extended Service dated June 22, 2009 and Amendment No. 1 dated January 22, 2010 (collectively, the "Agreement" and "Amendment No. 1") attached hereto as Exhibit B & C and incorporated by reference as if set forth herein verbatim. County and Tiburon now desire to amend said Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Tiburon is hereby amended as follows:

1. Tiburon shall provide the services described Tiburon's Enhancement Proposal dated October 8, 2010, attached hereto as Exhibit A, incorporated by reference as if set forth herein verbatim for all purposes.
2. For and in consideration of the services rendered by Tiburon, and subject to the limit of appropriation under No. 3 & 4 below, County shall pay to Tiburon an amount not to exceed \$721,983.00, including all reimbursable expenses, if any.
3. Prior to the execution of this Amendment No. 2, Tiburon has been advised by County, and Tiburon clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the total maximum sum of \$721,983.00, including all reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County for services provided under Exhibit A.
4. Tiburon does farther understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Tiburon may become entitled to for services provide under Exhibit A and the total maximum sum that County shall become liable to pay to Tiburon hereunder for services provided under Exhibit A shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$721,983.00.
5. Except as modified herein, the Agreement and Amendment No. 1 remain in full force and effect and has not been modified or amended.
6. If there is a conflict between this Amendment No. 2 and the Agreement and Amendment No. 1, the provisions of this Amendment No. 2 shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

EXECUTION

This Amendment No. 2 shall become effective upon execution by County

FORT BEND COUNTY

Robert E. Herbert
Robert E. Herbert, County Judge

10 26 2010

Date

Attest
Danne Wilson
Danne Wilson, County Clerk



Approved:

Larry Riendeau
Capt. Larry Riendeau,
Fort Bend County Sheriff's Office
Support Services Division

Date

10 - 27 10

TIBURON, INC.

[Signature]
Signature
Printed Name: _____
Title: _____

Date

(May 19, 2009) (H. Amended) No. 2, 2009

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$72,987.00, to accomplish and pay the obligation of Fort Bend County under this contract.

[Signature]
Ed Sturdivant, Fort Bend County

- Attachment A Tiburon Enhancement Proposal - October 8, 2010
- Attachment B Agreement for Extended Service - June 22, 2009
- Attachment C Amendment No. 1 Agreement for Extended Service - January 22, 2010

Amendment No. 2 Agreement for Extended Service
Tiburon, Inc.
Page 2 of 52

EXHIBIT E

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

AMENDMENT NO. 3
 AGREEMENT FOR EXTENDED SERVICES

THIS AMENDMENT No. 3 is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as "County," and TIBURON, INC., hereinafter referred to as "Tiburon," authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, County and Tiburon previously entered an Agreement for Extended Service dated June 22, 2000, Amendment No. 1 dated January 22, 2010 and Amendment No. 2 dated October 26, 2010 (collectively, the "Agreement," "Amendment No. 1" and Amendment No. 2), attached hereto as Exhibit B, C & D and incorporated by reference as if set forth herein verbatim; County and Tiburon now desire to amend said Agreement.

NOW THEREFORE, in consideration of the foregoing, the Agreement between County and Tiburon is hereby amended as follows:

1. Tiburon shall provide the services described Tiburon's Enhancement Proposal 514C: Brazos Technology Interface dated December 10, 2010, attached hereto as Exhibit A, incorporated by reference as if set forth herein verbatim for all purposes.
2. For and in consideration of the services rendered by Tiburon, and subject to the limit of appropriation under No. 3 & 4 below, County shall pay to Tiburon an amount not to exceed \$17,273.00, including all reimbursable expenses, if any, for the services provided under Exhibit A.
3. Prior to the execution of this Amendment No. 2, Tiburon has been advised by County, and Tiburon clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the total maximum sum of \$17,273.00, including all reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County for services provided under Exhibit A.
4. Tiburon does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Tiburon may become entitled to for services provide under Exhibit A and the total maximum sum that County shall become liable to pay to Tiburon hereunder for services provided under Exhibit A shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$17,273.00.
5. Except as modified herein, the Agreement, Amendment No. 1 and Amendment No. 2 remain in full force and effect and have not been modified or amended.
6. If there is a conflict between this Amendment No. 3 and the Agreement, Amendment No. 1 or Amendment No. 2, the provisions of this Amendment No. 3 shall prevail.

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EXECUTION

This Amendment No. 3 shall become effective upon execution by County.

FORT BEND COUNTY:

Robert E. Hebert
Robert E. Hebert, County Judge

1-23-11
Date

Attest:
Dianne Wilson
Dianne Wilson, County Clerk



Approved:
Larry Riendeau
Capt. Larry Riendeau,
Fort Bend County Sheriff's Office
Support Services Division

1-26-11
Date

TIBURON, INC.

[Signature]
Printed Name: *[Name]*
Title: *[Title]*

Date

CSLAV Tiburon 2011 Amendment No. 3 3-57

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$17,273.00 to accomplish and pay the obligation of Fort Bend County under this contract.

[Signature]
Bill Sturdivant, Fort Bend County

- Attachments: Exhibit A - Tiburon Enhancement Proposal - December 10, 2010
- Exhibit B - Agreement for Extended Service - June 22, 2009
- Exhibit C - Amendment No. 1, Agreement for Extended Service - January 22, 2011
- Exhibit D - Amendment No. 2, Agreement for Extended Service - October 26, 2010

Amendment No. 3 - Agreement for Extended Service 1434 - Basics Technology Interface
Tiburon, Inc.
Page 2 of 25 - 5

THE STATE OF TEXAS
COUNTY OF FORT BEND

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AMENDMENT NO. 4
AGREEMENT FOR EXTENDED SERVICES

THIS AMENDMENT No. 4 is made and entered into by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through the Fort Bend County Commissioners Court, hereinafter referred to as "County," and TIBURON, INC. hereinafter referred to as "Tiburon," authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, County and Tiburon previously entered an Agreement for Extended Service dated June 22, 2000, Amendment No. 1 dated January 22, 2010, Amendment No. 2 dated October 26, 2010, and Amendment No. 3 dated January 28, 2011 (collectively, the "Agreement" and "Prior Amendments"), attached hereto as Exhibit B, C, D & E, incorporated by reference as if set forth herein verbatim. County and Tiburon now desire to amend said Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Tiburon is hereby amended as follows:

1. Tiburon shall provide the services described Tiburon's Enhancement Proposal 1434: Coplogic Desk Officer Online Reporting System dated April 23, 2012, attached hereto as Exhibit A, incorporated by reference as if set forth herein verbatim for all purposes.
2. For and in consideration of the services rendered by Tiburon, and subject to the limit of appropriation under No. 3 & 4 below, County shall pay to Tiburon an amount not to exceed \$40,000.00, including all reimbursable expenses, if any, for the services provided under Exhibit A.
3. Prior to the execution of this Amendment No. 4, Tiburon has been advised by County, and Tiburon clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the total maximum sum of \$40,000.00, including all reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County for services provided under Exhibit A.
4. Except as modified herein, the Agreement and Prior Amendments remain in full force and effect and have not been modified or amended.
5. If there is a conflict between this Amendment No. 4 and the Agreement and Prior Amendments, the provisions of this Amendment No. 4 shall prevail.

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EXECUTION

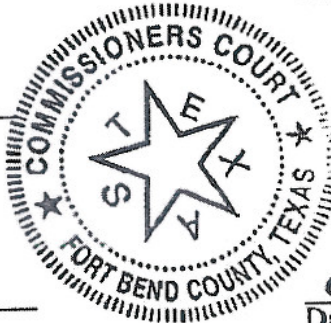
This Amendment No. 4 shall become effective upon execution by County.

FORT BEND COUNTY:

[Signature]
Robert E. Hebert, County Judge

6-5-12
Date

Attest: [Signature]
Dianne Wilson, County Clerk



Approved: [Signature]
Capt. Larry Riendeau,
Fort Bend County Sheriff's Office
Support Services Division

06 05 2012
Date

TIBURON, INC
[Signature]
Signature
Printed Name: Mila Garcia
Title: VP, Contracts + Procurement

6.5.2012
Date

I:Mary/Tiburon.2011.Amendment No. 4.3357

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$40,000 to accomplish and pay the obligation of Fort Bend County under this contract.

[Signature]
Ed Studdert, Fort Bend County

- Attachments:
- Exhibit A – Tiburon Enhancement Proposal – December 10, 2010
 - Exhibit B – Agreement for Extended Service - June 22, 2000
 - Exhibit C – Amendment No.1: Agreement for Extended Service - January 22, 2010
 - Exhibit D – Amendment No. 2: Agreement for Extended Service – October 26, 2010
 - Exhibit E – Amendment No. 3: Agreement for Extended Service – January 28, 2011

STATE OF TEXAS

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COUNTY OF FORT BEND

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ADDENDUM NO. 4 TO AGREEMENT FOR TIBURON SOFTWARE UPGRADE AND LICENSE SUBSCRIPTION

This Addendum No. 4 to Agreement for Tiburon Software Upgrade and License Subscription ("Addendum No. 4") is entered into on the 4 day of August, 2015 by and between Fort Bend County, Texas, a body corporate and politic acting herein by and through its Commissioners Court ("County"), and Tiburon, Inc. ("Tiburon").

WHEREAS, County and Tiburon previously entered into an Agreement for Tiburon Software Upgrade and License Subscription on December 2, 2014, Addendum executed March 30, 2015, and Addendum No. 2 executed on May 12, 2015, and Addendum No. 3 approved on June 23, 2015 ("Agreement"), attached hereto as "Attachment B" and incorporated by reference as if set forth herein verbatim. County and Tiburon wish to amend the Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Tiburon is hereby amended as follows:

1. Tiburon shall provide the services described in Tiburon's Enhancement Proposal, EP-3784: Produce Integration Approach Document dated March 13, 2015, attached hereto as Attachment A.
2. For and in consideration of the services rendered by Tiburon, County shall pay Tiburon an amount not to exceed nineteen thousand five hundred seventy-two dollars and no/100 (\$19,572.00) in accordance with the payment schedule set forth in Attachment A.
3. County's acceptance of Tiburon's Proposal is effective upon execution of this Addendum No. 4 by both parties.
4. The terms of the Agreement and this Addendum No. 4 control.
5. All terms and conditions of the Agreement, including any addenda, not modified herein shall remain in full force and effect and for the term of Agreement. If there is a conflict between this Agreement, Addendum, and any other correspondence or document, the provisions of the Agreement and this Addendum shall prevail with regard to the conflict.

IN WITNESS WHEREOF, the parties put their hands to this Addendum on the dates indicated below.

FORT BEND COUNTY

Robert E. Hebert, County Judge

August 4, 2015
Date

TIBURON, INC.

Blake Clark, Chief Financial Officer

7/14/2015
Date

ATTEST:

Laura Richard
Laura Richard, County Clerk



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$**19,572.00** to accomplish and pay the obligation of the Fort Bend County under this Agreement.

Robert E. Sturdivant
Robert E. Sturdivant, Fort Bend County Auditor

MLG: I\ Agreements\2015 Agreements\Purchasing (6/30/15)

Attachment A: EP-3784: Produce Integration Approach Document

Attachment B: ADDENDUM NO. 3 TO AGREEMENT FOR TIBURON SOFTWARE UPGRADE
AND LICENSE SUBSCRIPTION

Attachment A



A TriTech Software Systems Company

June 30, 2015

Andy Patti
Fort Bend County Sheriff's Office
1410 Ransom Road
Richmond, TX 77469

Subject: EP-3784: Produce Integration Approach Document

Reference: Agreement for Extended Service between Fort Bend County, TX and Tiburon, Inc., effective date June 22, 2000

Dear Mr. Patti:

Tiburon, Inc. is pleased to present Fort Bend County Sheriff's Office (hereinafter, "Client") with this proposal to produce an Integration Approach document (hereinafter, referred to as the "Proposal").

Scope Description and Responsibilities

The attached Exhibit 1, Statement of Work ("SOW") describes the project tasks, responsibilities of each party and defined completion criteria.

Price Description

- 1) Firm fixed price: \$19,572
- 2) Upon achievement of the completion criteria set forth in the SOW the Tiburon Annual Maintenance Fee will not increase.
- 3) This Proposal does not include:
 - Warranty
 - Hardware or third party products or services
- 4) Client shall be responsible for any taxes levied by a government agency, if any.
- 5) Upon completion, the application feature(s) agreed to in this Proposal will be considered a customized featured exclusive to the Client's system. This feature will not be included in any future upgrades, unless specifically contracted as an additional add-on feature.

Effective Date and Payment Schedule

- 1) The work described herein will be scheduled to commence at a mutually agreeable date after Client's acceptance of this Proposal.

Attachment A

Fort Bend County Sheriff's Office
EP-3784: Produce Integration Approach document
Page 2 of 3

2) Payment Schedule:

- 50% Upon Tiburon receipt of the signed acceptance of this Proposal.
- 50% Upon achievement of the completion criteria set forth in the SOW.

Note: No scheduling of resources will occur until after the first payment milestone is paid and all outstanding accounts receivable payments have been made. This Proposal may be cancelled at Tiburon's discretion upon written notice to Client if the first payment milestone is not paid when due.

- 3) Client's acceptance of this Proposal in the signature block provided below authorizes Tiburon to proceed with the work described herein and confirms funding will be obligated. Any requisite contractual documents required by Client's purchasing procedures are the responsibility of the Client.
- 4) The terms and conditions of the above referenced Agreement, and this Proposal prevail regardless of any conflicting or additional terms and conditions on any Purchase Order or other correspondence. Any contingencies or additional terms obtained on any Purchase Order are not binding upon Tiburon. All Purchase Orders are subject to approval and acceptance by Tiburon.

This fixed price Proposal is valid through September 30, 2015.

Upon review and acceptance of this Proposal, please have a duly authorized person sign below and return the signed copy of the Proposal to Judy Basnett via e-mail at Judy.Basnett@tiburoninc.com or fax 510-217-6466. If you have any questions or require further information, please contact Judy at 650.245.6702 at your convenience.

Sincerely,



Bob Brown
Director, Account Management & Client Advocacy

Attachment:
Exhibit 1 - Statement of Work

By this signature, Client accepts this Proposal:

Signature

Date

Printed Name / Title

Attachment A

Fort Bend County Sheriff's Office
EP-3784: Produce Integration Approach document
Page 3 of 3

Exhibit 1 Statement of Work

Scope Description

Tiburon will provide the services for a joint meeting with Client and Tyler Technologies in Fort Bend County for up to three (3) consecutive days to produce an Integration Approach Document that describes each integration point for the interface proposed in EP-3461 Tiburon JailRECORDS to Tyler Technologies Court application.

The document will clearly state define each parties responsibilities for this interface. It will include full details including field mappings and any necessary translations. Once the document is created and all parties have approved, an additional proposal will be delivered to complete the Tiburon pieces of the integration. Tiburon reserves the right to revise the scope and cost associated with EP-3461 should there be need after the completion of Integration Approach Document.

All work will be completed during Tiburon's normal business hours Monday through Friday (0800 - 1700).

Tiburon Responsibilities

- 1) Provide the services listed in the Scope Description
- 2) Work with Client and Vendor in the creation of the Integration Approach Document

Client Responsibilities

- 1) Designate a person to be the principal point of contact for all technical questions and administrative arrangements relating to this Proposal.
- 2) Provide VPN access to Tiburon, if needed
- 3) As required, coordinate the participation of non-Tiburon provided third parties and outside agencies.
- 4) Work with Tiburon and Vendor in the creation of the Integration Approach Document.
- 5) Provide approvals as needed within ten (10) business days of the final Integration Approach Document.

Completion Criteria

This work will be considered complete at the conclusion of the onsite meeting. If Client does not confirm completion with a sign off letter presented by the Tiburon project manager within ten (10) business days of submittal of such letter, or otherwise notifies Tiburon in writing why completion sign-off has not been provided any final invoice(s) will be issued and will be payable in accordance with the payment terms of this Proposal.

Attachment B

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

ADDENDUM NO. 3 TO AGREEMENT FOR TIBURON SOFTWARE UPGRADE AND LICENSE SUBSCRIPTION

This Addendum No. 3 to Agreement for Tiburon Software Upgrade and License Subscription ("Addendum No. 3") is entered into on the ____ day of _____, 2015 by and between Fort Bend County, Texas, a body corporate and politic acting herein by and through its Commissioners Court ("County"), and Tiburon, Inc. ("Tiburon").

WHEREAS, County and Tiburon previously entered into an Agreement for Tiburon Software Upgrade and License Subscription on December 2, 2014, Addendum executed March 30, 2015, and Addendum No. 2 executed on May 12, 2015 ("Agreement"), attached hereto as "Attachment B" and incorporated by reference as if set forth herein verbatim. County and Tiburon wish to amend the Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Tiburon is hereby amended as follows:

1. Tiburon shall provide the services described in Tiburon's Enhancement Proposal, EP-4122: TDEX/Appriss dated April 3, 2015, attached hereto as Attachment A.
2. For and in consideration of the services rendered by Tiburon, County shall pay Tiburon an amount not to exceed nine thousand five hundred seventy-six dollars and no/100 (\$9,576.00) in accordance with the payment schedule set forth in Exhibit A.
3. County's acceptance of Tiburon's Proposal is effective upon execution of this Addendum No. 3 by both parties.
4. The terms of the Agreement and this Addendum No. 3 control.
5. All terms and conditions of the Agreement, including any addenda, not modified herein shall remain in full force and effect and for the term of Agreement. If there is a conflict between this Agreement, Addendum, and any other correspondence or document, the provisions of the Agreement and this Addendum shall prevail with regard to the conflict.

IN WITNESS WHEREOF, the parties put their hands to this Addendum on the dates indicated below.

FORT BEND COUNTY



Robert E. Hebert, County Judge

Date

6-23-15

TIBURON, INC.



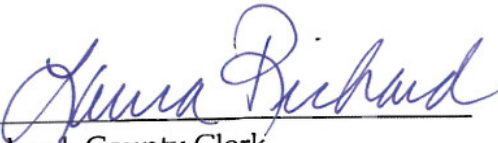
Blake Clark, Chief Financial Officer

Date

6/1/2015

Attachment B

ATTEST:

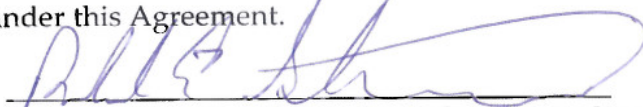


Laura Richard, County Clerk



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$9576.00 to accomplish and pay the obligation of the Fort Bend County under this Agreement.



Robert E. Sturdivant, Fort Bend County Auditor

MLG: I \ Agreements \ 2015 Agreements \ Purchasing (5/19/15)

Attachment A: EP-4122: TDEX/Appriss

Attachment B: ADDENDUM NO. 2 TO AGREEMENT FOR TIBURON SOFTWARE UPGRADE
AND LICENSE SUBSCRIPTION

Attachment B



April 3, 2015

Andy Patti
Fort Bend County Sheriff's Office
1410 Ransom Road
Richmond, TX 77469

Subject: EP-4122: TDEX/Appriss

Reference: Agreement for Extended Service between Fort Bend County, TX and Tiburon, Inc., effective date June 22, 2000

Dear Mr. Patti:

Tiburon, Inc. is pleased to present Fort Bend County Sheriff's Office (hereinafter, "Client") with this proposal to modify the Vinedata export (hereinafter, referred to as the "Proposal").

Scope Description and Responsibilities

The attached Exhibit 1, Statement of Work ("SOW") describes the project tasks, responsibilities of each party and defined completion criteria.

Price Description

- 1) Firm fixed price: \$9,576.
- 2) Upon achievement of the completion criteria set forth in the SOW the Tiburon Annual Maintenance Fee will not increase.
- 3) This Proposal does not include:
 - Warranty
 - Documentation
 - Training
 - Hardware or third party products or services
 - Travel and on-site time
- 4) Client shall be responsible for any taxes levied by a government agency, if any.
- 5) Upon completion, the application feature(s) agreed to in this Proposal will be considered a customized featured exclusive to the Client's system. This feature will not be included in any future upgrades, unless specifically contracted as an additional add-on feature.

Attachment B

Fort Bend County Sheriff's Office
EP-4122: TDEX/Appriss
Page 2 of 4

Effective Date and Payment Schedule

- 1) The work described herein will be scheduled to commence at a mutually agreeable date after Client's acceptance of this Proposal.
- 2) Payment Schedule:
 - 50% Upon Tiburon receipt of the signed acceptance of this Proposal.
 - 50% Upon achievement of the completion criteria set forth in the SOW.

Note: No scheduling of resources will occur until after the first payment milestone is paid and all outstanding accounts receivable payments have been made. This Proposal may be cancelled at Tiburon's discretion upon written notice to Client if the first payment milestone is not paid when due.

- 3) Client's acceptance of this Proposal in the signature block provided below authorizes Tiburon to proceed with the work described herein and confirms funding will be obligated. Any requisite contractual documents required by Client's purchasing procedures are the responsibility of the Client.
- 4) The terms and conditions of the above referenced Agreement, and this Proposal prevail regardless of any conflicting or additional terms and conditions on any Purchase Order or other correspondence. Any contingencies or additional terms obtained on any Purchase Order are not binding upon Tiburon. All Purchase Orders are subject to approval and acceptance by Tiburon.

This fixed price Proposal is valid through July 3, 2015.

Attachment B

Upon review and acceptance of this Proposal, please have a duly authorized person sign below and return the signed copy of the Proposal to Judy Basnett via e-mail at Judy.Basnett@tritech.com or fax 510-217-6466. If you have any questions or require further information, please contact Judy at 650.245.6702 at your convenience.

Sincerely,



Blake Clark
Chief Financial Officer

Attachment:
Exhibit 1 - Statement of Work

By this signature, Client accepts this Proposal:

Signature

Date

Printed Name / Title

Attachment B

Fort Bend County Sheriff's Office
EP-4122: TDEX/Appriss
Page 4 of 4

Exhibit 1 Statement of Work

Scope Description

Remotely, Tiburon will provide the services to develop a new process that runs in coordination with the existing extracts to identify inmates in custody in JailRECORDS corrections, connect to the TIPS database, identify for each booking the Front image on file and make a copy of the JPEG file in a VINE directory.

All work will be completed during Tiburon's normal business hours Monday through Friday (0800 - 1700).

Tiburon Responsibilities

- 1) Modify the application per the Scope Description.
- 2) Install the modified code in Client's test environment.
- 3) Upon Client's testing, correct any discrepancies in operation based on the Scope Description.
- 4) Install the modified code in Client's production environment.

Client Responsibilities

- 1) Designate a person to be the principal point of contact for all technical questions and administrative arrangements relating to this Proposal.
- 2) Provide VPN access to Tiburon.
- 3) As required, coordinate the participation of non-Tiburon provided third parties and outside agencies.
- 4) Complete testing of the modified code within ten (10) business days from receipt of Tiburon's notification the code is ready for testing to ensure conformance with the Scope Description.

Completion Criteria

This work will be considered complete ten (10) business days after Tiburon has provided Client with written notification that the modified code is ready for testing in the test system, or has been placed into production, whichever comes first. If Client does not confirm completion with a sign off letter presented by the Tiburon project manager within ten (10) business days of submittal of such letter, or otherwise notifies Tiburon in writing why completion sign-off has not been provided any final invoice(s) will be issued and will be payable in accordance with the payment terms of this Proposal.

Attachment B

19E

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

ADDENDUM NO. 2 TO AGREEMENT FOR TIBURON SOFTWARE UPGRADE AND LICENSE SUBSCRIPTION


This Addendum No. 2 is entered into on the ____ day of _____, 2015 by and between Fort Bend County, Texas, a body corporate and politic acting herein by and through its Commissioners Court ("County"), and Tiburon, Inc. ("Tiburon").

WHEREAS, County and Tiburon previously entered into an Agreement for Tiburon Software Upgrade and License Subscription on December 2, 2014 and Addendum executed March 30, 2015 ("Agreement"), attached hereto as "Exhibit B" and incorporated by reference as if set forth herein verbatim. County and Tiburon wish to amend the Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Tiburon is hereby amended as follows:

1. Tiburon shall provide the services described in Tiburon's Enhancement Proposal dated April 3, 2015, attached hereto as Exhibit A.
2. For and in consideration of the services rendered by Tiburon, County shall pay Tiburon an amount not to exceed two thousand five hundred eight dollars and no/100 (\$2,508.00) in accordance with the payment schedule set forth in Exhibit A.
3. County's acceptance of Tiburon's Proposal is effective upon execution of this Addendum No. 2 by both parties.
4. The terms of the Agreement and this Addendum No. 2 control.
5. All terms and conditions of the Agreement, including any addenda, not modified herein shall remain in full force and effect and for the term of Agreement. If there is a conflict between this Agreement, Addendum, and any other correspondence or document, the provisions of the Agreement and this Addendum shall prevail with regard to the conflict.

IN WITNESS WHEREOF, the parties put their hands to this Addendum on the dates indicated below.

FORT BEND COUNTY

Robert E. Hebert, County Judge

TIBURON, INC.

Blake Clark, Chief Financial Officer

May 12, 2015
Date

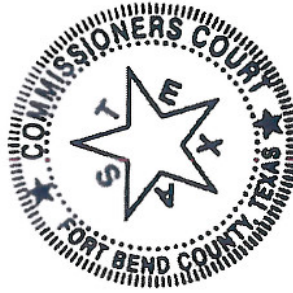
4/30/2015
Date

Attachment B

ATTEST:



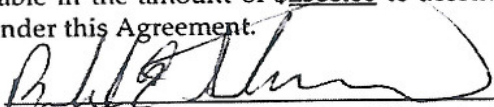
Laura Richard, County Clerk



(SEAL)

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of ~~\$2508.00~~ to accomplish and pay the obligation of the Fort Bend County under this Agreement.



Robert E. Sturdivant, Fort Bend County Auditor

MLG: I\2015 Agreements\Purchasing (4/29/15)

Exhibit A: Enhancement Proposal 4132

Exhibit B: ADDENDUM TO AGREEMENT FOR TIBURON SOFTWARE UPGRADE AND
LICENSE SUBSCRIPTION

Attachment B
Exhibit A



April 3, 2015

Andy Patti
Fort Bend County Sheriff's Office
1410 Ransom Road
Richmond, TX 77469

Subject: EP-4132: ARS Incident Report Property Summary Report

Reference: Agreement for Extended Service between Fort Bend County, TX and Tiburon, Inc., effective date June 22, 2000

Dear Mr. Patti:

Tiburon, Inc. is pleased to present Fort Bend County Sheriff's Office (hereinafter, "Client") with this proposal to modify the ARS Incident Report Property Summary to add Cost and Serial number to the incident page (hereinafter, referred to as the "Proposal").

Scope Description and Responsibilities

The attached Exhibit 1, Statement of Work ("SOW") describes the project tasks, responsibilities of each party and defined completion criteria.

Price Description

- 1) Firm fixed price: \$2,508.
- 2) Upon achievement of the completion criteria set forth in the SOW the Tiburon Annual Maintenance Fee will not increase.
- 3) This Proposal does not include:
 - Warranty
 - Documentation
 - Hardware or third party products or services
 - Travel and on-site time
- 4) Client shall be responsible for any taxes levied by a government agency, if any.
- 5) Upon completion, the application feature(s) agreed to in this Proposal will be considered a customized featured exclusive to the Client's system. This feature will not be included in any future upgrades, unless specifically contracted as an additional add-on feature.

Attachment B

Exhibit A

Fort Bend County Sheriff's Office
EP-4132: Modify ARS Incident Report Property Summary
Page 2 of 4

Effective Date and Payment Schedule

- 1) The work described herein will be scheduled to commence at a mutually agreeable date after Client's acceptance of this Proposal.
- 2) Payment Schedule:
 - 50% Upon Tiburon receipt of the signed acceptance of this Proposal.
 - 50% Upon achievement of the completion criteria set forth in the SOW.

Note: No scheduling of resources will occur until after the first payment milestone is paid and all outstanding accounts receivable payments have been made. This Proposal may be cancelled at Tiburon's discretion upon written notice to Client if the first payment milestone is not paid when due.

- 3) Client's acceptance of this Proposal in the signature block provided below authorizes Tiburon to proceed with the work described herein and confirms funding will be obligated. Any requisite contractual documents required by Client's purchasing procedures are the responsibility of the Client.
- 4) The terms and conditions of the above referenced Agreement, and this Proposal prevail regardless of any conflicting or additional terms and conditions on any Purchase Order or other correspondence. Any contingencies or additional terms obtained on any Purchase Order are not binding upon Tiburon. All Purchase Orders are subject to approval and acceptance by Tiburon.

This fixed price Proposal is valid through July 27, 2015.

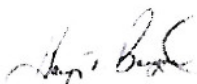
Attachment B

Exhibit A

Fort Bend County Sheriff's Office
EP-4132: Modify ARS Incident Report Property Summary
Page 3 of 4

Upon review and acceptance of this Proposal, please have a duly authorized person sign below and return the signed copy of the Proposal to Judy Basnett via e-mail at Judy.Basnett@tritech.com or fax 510-217-6466. If you have any questions or require further information, please contact Judy at 650.245.6702 at your convenience.

Sincerely,



Gary Bunyard
VP, Sales

Attachment:
Exhibit 1 - Statement of Work

By this signature, Client accepts this Proposal:

Signature

Date

Printed Name / Title

Attachment B

Exhibit A

Fort Bend County Sheriff's Office
EP-4132: Modify ARS Incident Report Property Summary
Page 4 of 4

Exhibit 1

Statement of Work

Scope Description

Remotely, Tiburon will provide the services to enhance the existing ARS Incident Report Property Summary list to include a second line for each item which will include the Property Item Serial Number and Value.

All work will be completed during Tiburon's normal business hours Monday through Friday (0800 - 1700).

Tiburon Responsibilities

- 1) Modify the application per the Scope Description.
- 2) Install the modified code in Client's test environment.
- 3) Upon Client's testing, correct any discrepancies in operation based on the Scope Description.
- 4) Install the modified code in Client's production environment.

Client Responsibilities

- 1) Designate a person to be the principal point of contact for all technical questions and administrative arrangements relating to this Proposal.
- 2) Provide VPN access to Tiburon.
- 3) As required, coordinate the participation of non-Tiburon provided third parties and outside agencies.
- 4) Complete testing of the modified code within ten (10) business days from receipt of Tiburon's notification the code is ready for testing to ensure conformance with the Scope Description.

Completion Criteria

This work will be considered complete ten (10) business days after Tiburon has provided Client with written notification that the modified code is ready for testing in the test system, or has been placed into production, whichever comes first. If Client does not confirm completion with a sign off letter presented by the Tiburon project manager within ten (10) business days of submittal of such letter, or otherwise notifies Tiburon in writing why completion sign-off has not been provided any final invoice(s) will be issued and will be payable in accordance with the payment terms of this Proposal.

Attachment B
Exhibit B

23L

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**ADDENDUM TO AGREEMENT FOR TIBURON SOFTWARE
UPGRADE AND LICENSE SUBSCRIPTION**

This Addendum is entered into on the 30th day of March, 2015 by and between Fort Bend County, Texas, a body corporate and politic acting herein by and through its Commissioners Court ("County"), and Tiburon, Inc. ("Tiburon").

WHEREAS, County and Tiburon previously entered into an Agreement for Tiburon Software Upgrade and License Subscription on December 2, 2014 ("Agreement") attached hereto as "Exhibit B" and incorporated by reference as if set forth herein verbatim. County and Tiburon wish to amend the Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and Tiburon is hereby amended as follows:

1. Tiburon shall provide the services described in Tiburon's Enhancement Proposal dated February 19, 2015, attached hereto as Exhibit A.
2. For and in consideration of the services rendered by Tiburon, County shall pay Tiburon an amount not to exceed eight thousand four hundred seventy-one dollars and no/100 (\$8,471.00) in accordance with the payment schedule set forth in Exhibit A.
3. County's acceptance of Tiburon's Proposal is effective upon execution of this Addendum by both parties.
4. The terms of the Agreement and this Addendum control
5. All terms and conditions of the Agreement, including any addenda, not modified herein shall remain in full force and effect and for the term of Agreement. If there is a conflict between this Agreement, Addendum, and any other correspondence or document, the provisions of the Agreement and this Addendum shall prevail with regard to the conflict.

Execution page follows

Remainder left blank

Attachment B
Exhibit B

IN WITNESS WHEREOF, the parties put their hands to this Addendum on the dates indicated below.

FORT BEND COUNTY

Robert E. Hebert
Robert E. Hebert, County Judge

April 14, 2015
Date

ATTEST:

Laura Richard
Laura Richard, County Clerk



TIBURON, INC.

Blake Clark
Authorized Agent-Signature

Blake Clark
Authorized Agent-Name

Chief Financial Officer
Title

3/30/2015
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$8,471.00 to accomplish and pay the obligation of the Fort Bend County under this Agreement.

Robert E. Sturdivant
Robert E. Sturdivant, Fort Bend County Auditor

Exhibit A: Enhancement Proposal 3667

Exhibit B: AGREEMENT FOR TIBURON SOFTWARE UPGRADE AND LICENSE SUBSCRIPTION

Attachment B

Exhibit B

TIBURON[®]

A TriTech Software Systems company

February 19, 2015

Andy Patti
Fort Bend County Sheriff's Office
1410 Ransom Road
Richmond, TX 77469

Subject: Enhancement Proposal (EP) – 3667: Onsite Crystal Reports Training

Reference: Agreement for Extended Service between Fort Bend County, TX and Tiburon, Inc., effective date June 22, 2000

Dear Mr. Patti:

Tiburon, Inc. is pleased to present the Fort Bend County Sheriff's Office (hereinafter, "Client") with this Enhancement Proposal for Two (2) days of onsite Crystal Training (hereinafter, referred to as the "Proposal").

Scope Description and Responsibilities

The attached Exhibit 1, Statement of Work ("SOW") describes the project tasks, responsibilities of each party and defined completion criteria.

Price Description

- 1) Firm fixed price: \$8,471
- 2) The Tiburon Annual Maintenance Fee will not increase as result of this Proposal.
- 3) All prices assume that the training courses are delivered in a consecutive two (2) day period during one trip.
- 4) This Proposal does not include:
 - Warranty
 - Documentation
 - Hardware or third party products or services, except for those provided by Brad Wiesley
- 5) This Proposal does not include any taxes levied by a government agency. Taxes, if applicable are the sole responsibility of the Client.

Effective Date and Payment Schedule

- 1) The work described herein will be scheduled to commence at a mutually agreeable date after Client's acceptance of this Proposal.

3000 Executive Parkway, Suite 500, San Ramon, CA 94583 t: 925-621-2700 f: 925-621-2799

Attachment B

Exhibit B

Fort Bend County Sheriff's Office
EP-3667: Onsite Crystal Reports Training
Page 2 of 3

2) Payment Schedule:

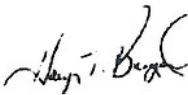
- 75% Upon Tiburon receipt of the signed acceptance of this Proposal.
- 25% Upon achievement of the completion criteria set forth in the SOW.

Note: No scheduling of resources will occur until after the first payment milestone is paid and all outstanding accounts receivable payments have been made. This Proposal may be cancelled at Tiburon's discretion upon written notice to Client if the first payment milestone is not paid when due.

- 3) Client's acceptance of this Proposal in the signature block provided below, authorizes Tiburon to proceed with the work described herein and confirms funding will be obligated. Any requisite contractual documents required by Client's purchasing procedures are the responsibility of the Client.
- 4) The terms and conditions of the above referenced Agreement and this Proposal prevail regardless of any conflicting or additional terms and conditions on any Purchase Order or other correspondence. Any contingencies or additional terms obtained on any Purchase Order are not binding upon Tiburon. All Purchase Orders are subject to approval and acceptance by Tiburon.
- 5) This fixed price Proposal is valid through March 30, 2015.

Upon review and acceptance of this Proposal, please have a duly authorized person sign below and return the signed copy of the Proposal to Judy Basnett by email at: Judy.Basnett@tiburoninc.com or fax 510-217-6466. If you have any questions or require further information, please contact Judy Basnett at 650-245-6702, at your convenience.

Sincerely,



Gary Bunyard
VP, Sales

By this signature, Client accepts this Proposal:

Signature

Date

Printed Name / Title

Attachment B

Exhibit B

Fort Bend County Sheriff's Office
EP-3667: Onsite Crystal Reports Training
Page 3 of 3

Exhibit 1 Statement of Work

Scope Description

Tiburon, through the services of Brad Wiesely, will provide Client two (2) consecutive days of onsite Crystal Reports training with a focus on CommandCAD related data in the Data Warehouse database.

Each one (1) day class is a single eight (8) hour session, Monday through Friday and can be delivered any time during Tiburon's standard business hours (between the hours of 8:00 am and 5:00 pm).

Client maintains maintenance and modification responsibility for all Crystal Reports.

Tiburon Responsibilities

- 1) Provide training as described above.

Client Responsibilities

- 1) Provide a facility for training with a workstation (with a connection to the Tiburon systems) for the instructor and a projection screen.
- 2) Provide a workstation connected to the Tiburon systems for each student in the class.
- 3) Schedule students to attend the training (maximum of 10 students).
- 4) Ensure that scheduled students are able to attend the courses for their complete duration.

Completion Criteria

This Proposal is complete at the conclusion of the Crystal Reports training, at which time Tiburon's project manager will present Client with a sign-off letter. If Client does not confirm completion by returning the signed letter to Tiburon within ten (10) business days of submittal, or otherwise notifies Tiburon in writing why completion sign-off has not been provided, any final invoice(s) will be issued and will be payable in accordance with the payment terms of this Proposal.

Attachment B
Exhibit B

STATE OF TEXAS

§

COUNTY OF FORT BEND

§

§

AGREEMENT FOR TIBURON SOFTWARE UPGRADE AND LICENSE SUBSCRIPTION

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Tiburon, Inc. (hereinafter "Tiburon"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Tiburon provide upgrade services related to software provided by Tiburon (hereinafter "Services"); and

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262 of the Texas Local Government Code; and

WHEREAS, Tiburon represents that it is qualified and desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. Scope of Services. Tiburon shall render Services to County as defined in the Scope of Services (attached hereto as Exhibit A).
2. Personnel
 - A. Tiburon represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Tiburon shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.
 - B. All employees of Tiburon shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Tiburon who, violates the law or acts with willful misconduct, shall, upon request of County, immediately be removed from association with the project.
3. Term.
 - A. The term of this Agreement shall commence on the effective date as described below and terminate in accordance with the Scope of Services.
 - B. User subscriptions shall commence upon completion of Task 10 as described in Exhibit A and continue for a period of five (5) years ("Initial Term"), unless terminated earlier in accordance with this Agreement.
 - B. Upon completion of the Initial Term, the User subscriptions shall automatically renew for one (1) year periods ("Renewal Term") at the annual subscription price set forth above plus a not to exceed five percent (5%) annual uplift, unless either party gives the other notice of non-renewal at least thirty (30) days prior to the end of the Initial Term or any Renewal Term.

Attachment B

Exhibit B

4. Compensation and Payment

A. The fee for services provided by Tiburon under the Scope of Services is \$564,684.00. Payment shall be made according to the following payment milestone schedule (as detailed in the Scope of Services):

- (i) 25% - Upon contract signing
- (ii) 20% - Upon completion of Task 5 of the Scope of Services
- (iii) 20% - Upon completion of Task 6 of the Scope of Services
- (iv) 10% - Upon completion of Task 7 of the Scope of Services
- (v) 10% - Upon completion of Task 9 of the Scope of Services
- (vi) 15% - Upon completion of Task 10 of the Scope of Services

B. Upon completion of Task 10 of the Scope of Services, County shall pay an annual subscription fee of \$320,761.00 during the Initial Term, which includes the additional \$7,934 annual subscription license fee to use the CIT Data Module as set forth in EP-3468. The payment shall be due on the date that subscription services are made available for live productive use. An annual payment of \$320,761.00 shall be due on the anniversary date for a period of five (5) years.

C. All performance of the Scope of Services by Tiburon including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

D. County will pay Tiburon based on the following procedures: Upon completion of the Tasks identified in 4A and 4B, Tiburon shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within thirty (30) calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. For payments identified in Section 4.A above, County reserves the right to withhold payment pending verification of work performed.

5. Limit of Appropriation.

A. Tiburon clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of TWO MILLION ONE HUNDRED SIXTY-EIGHT THOUSAND FOUR HUNDRED EIGHTY-NINE dollars and 00/100 (\$2,168,489.00), specifically allocated to fully discharge any and all liabilities County may incur.

B. Tiburon does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Tiburon may become entitled to and the total maximum sum that County may become liable to pay to Tiburon shall not under any conditions, circumstances, or interpretations thereof exceed TWO MILLION ONE HUNDRED SIXTY-EIGHT THOUSAND FOUR HUNDRED EIGHTY-NINE dollars and 00/100 (\$2,168,489.00).

6. Modifications and Waivers.

A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Attachment B Exhibit B

7. Termination.

A. **Termination for Convenience.** County may terminate this Agreement at any time upon sixty (60) days written notice.

B. **Termination for Default.** County may terminate the whole or any part of this Agreement for cause in the following circumstances:

(i) If Tiburon fails to perform services specified in the Scope of Services;

(ii) If Tiburon materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement, and in any of these circumstances does not cure such breach or failure within a period of thirty (30) business days, or such other time as the parties mutually agree to, after receipt of written notice from County specifying such breach or failure along with the reference to the section number of this Agreement such breach relates to.

If, after termination, it is determined for any reason whatsoever that Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7A above.

C. **Effect of Termination by County.**

(i) **Termination Prior to Commencement of Initial Term** - If County terminates this Agreement prior to the completion of the implementation of the upgrade by Tiburon for any reason other than default or material breach by Tiburon, County shall pay 100% of all payment due prior to the start of the Initial Term.

(ii) **Termination During Initial Term** - If County terminates this agreement at any time during the Initial Term for any reason other than default or material breach by Tiburon, County shall pay 100% of the remaining fees owed during the Initial Term.

(iii) **Termination During Renewal Term** - If County terminates this Agreement during the Renewal Term, no prorated fees shall be returned to County, and Tiburon shall be under no further obligation to provide services after the termination date.

D. **Effect of Termination by Tiburon.**

(i) **Termination Prior to Commencement of Initial Term** - If Tiburon terminates this Agreement prior to the completion of the implementation of the upgrade by Tiburon for any reason other than default or material breach by County, County shall not be responsible for any fees due prior to the start of the Initial Term.

(ii) **Termination During Initial Term** - If Tiburon terminates this agreement at any time during the Initial Term for any reason other than default or material breach by County, County shall not be responsible for any remaining fees owed during the Initial Term.

(iii) **Termination During Renewal Term** - If Tiburon terminates this Agreement for any reason other than default or material breach by County during the Renewal Term, prorated fees shall be returned to County, and Tiburon shall be under no further obligation to provide services after the termination date.

8. **Ownership and Reuse of Documents.** All documents, data, reports, research, graphic presentation materials, etc., that may be developed by Tiburon as a part of its work under this Agreement, shall remain the property of Tiburon, however, Tiburon hereby grants County a perpetual nonexclusive right to use such documents for their own internal business purposes. Tiburon shall promptly furnish all such data and material to County on request.

9. **Inspection of Books and Records.** Tiburon will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Tiburon for the purpose of verifying the

Attachment B

Exhibit B

amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of two (2) years.

10. Insurance.

A. Prior to commencement of the Services, Tiburon shall furnish County with properly executed certificates of insurance which shall evidence all insurance required. Tiburon shall provide certified copies of insurance endorsements if requested by County, for purposes of this provision Tiburon may provide the County with blanket endorsements evidencing coverage. Tiburon shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies, and/or endorsements for any such insurance expiring prior to completion of Services. Tiburon shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- (i) Workers' Compensation Insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- (ii) Commercial General Liability Insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- (iii) Business Automobile Liability Insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
- (iv) Professional Liability Insurance with limits not less than \$1,000,000.

B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Tiburon shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

C. If required coverage is written on a claims-made basis, Tiburon warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the Agreement is completed.

11. Indemnity. TIBURON SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF TIBURON, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF TIBURON OR ANY OF TIBURON'S AGENTS, SERVANTS OR EMPLOYEES.

12. Confidential and Proprietary Information.

A. Tiburon acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Tiburon or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Tiburon shall be treated with respect to confidentiality in

Attachment B

Exhibit B

the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that:

- (i) is or becomes (other than by disclosure by Tiburon) publicly known or is contained in a publicly available document;
 - (ii) is rightfully in Tiburon's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or
 - (iii) is independently developed by employees or agents of Tiburon who can be shown to have had no access to the Confidential Information.
- B. Tiburon agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Tiburon uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Tiburon shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Tiburon shall advise County immediately in the event Tiburon learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Tiburon will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Tiburon against any such person. Tiburon agrees that, except as directed by County, Tiburon will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Tiburon will promptly turn over to County all documents, papers, and other matter in Tiburon's possession which embody Confidential Information.
- C. Tiburon acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Tiburon acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- D. Tiburon in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Tiburon expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

13. Independent Contractor.

Attachment B

Exhibit B

- A. In the performance of work or services hereunder, Tiburon shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Tiburon or, where permitted, of its subcontractor.
- B. Tiburon and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

14. Notices.

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Sheriff's Office
Attn: Captain Robin Frazier
1410 Williams Way
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

Tiburon: Tiburon, Inc.
Attn: Contracts
3000 Executive Parkway, Suite 500
San Ramon, California 94583

- C. Notice is effective only if the party giving or making the Notice has complied with subsections 14A and 14B and if the addressee has received the Notice. Notice is deemed received as follows:
 - (i) If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
 - (ii) If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.
15. Compliance with Laws. Tiburon shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Tiburon shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
16. Performance Warranty

Attachment B

Exhibit B

- A. Tiburon warrants to County that Tiburon has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Tiburon will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
 - B. If during the Initial Term, or any Renewal Term, an error with the Tiburon applications occurs, Tiburon agrees to provide the support and maintenance services, as modified by this Agreement, as set forth in the Reference Agreement to the attached Exhibit A.
 - C. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, TIBURON MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
17. **Assignment and Delegation**
- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. Except however, Tiburon may assign this Agreement to a successor of all or substantially all of Tiburon's business without prior written consent. All other assignments of rights are prohibited under this subsection. In the event that Tiburon assigns this Agreement to a successor of all or substantially all of Tiburon's business, Tiburon will provide notice to County of the assignment within thirty (30) days of the assignment.
 - B. Neither party may delegate any performance under this Agreement, unless agreed to by the parties.
 - C. Any purported assignment of rights or delegation of performance in violation of this Section is void.
18. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
19. **Successors and Assigns.** County and Tiburon bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.
20. **Third Party Beneficiaries.** This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.
21. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.
22. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Tiburon release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.
23. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
24. **Conflict.** In the event there is a conflict between this Agreement and the attached Exhibit A, this Agreement controls.

Attachment B

Exhibit B

25. **Limitation of Liability.** EXCEPT FOR INSTANCES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY COUNTY HEREUNDER DURING THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIABILITY FOR THE COUNTY SHALL BE GOVERNED BY THE PROVISIONS SET FORTH IN THE TEXAS TORT CLAIMS ACT. TIBURON'S LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AS EXCLUDED ABOVE, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID UNDER TIBURON'S INSURANCE POLICY FOR SUCH CLAIMS.

26. **County Responsibilities.** County is responsible for all activities that occur in user accounts and for users' compliance with this Agreement. County shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all County data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the service, and notify Tiburon promptly of any such unauthorized access or use; (iii) comply with all applicable local, state, and federal laws in using the service, and (iv) perform all County responsibilities as set forth in this Agreement.

27. **Use Guidelines.** County shall use the service solely for its internal business purposes as contemplated by this Agreement and shall not intentionally: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the service available to any third party, other than to County employees or as otherwise contemplated by this Agreement; (ii) send or store malicious code; (iii) interfere with or disrupt the integrity or performance of the service or the data contained therein; or (iv) attempt to gain unauthorized access to the service or its related systems or networks.

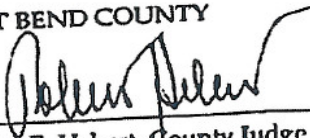
28. **License to Use Service.** During the Initial Term and any subsequent Renewal Term County shall have a limited non-exclusive license to use the service on as many workstations as specified in this Agreement for County's own internal business purposes in accordance with Tiburon's licensing terms, which are attached hereto and incorporated herein as part of Exhibit A. Unless expressly authorized by Tiburon in writing, County shall not reproduce, distribute, decompile, reverse engineer, or otherwise misappropriate the service for any reason.

****SIGNATURES FOLLOW ON NEXT PAGE****

Attachment B
Exhibit B

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the 2 day of December, 2014.

FORT BEND COUNTY


Robert E. Hebert, County Judge


12-2-2014
Date

ATTEST:


Dianne Wilson, County Clerk

[SEAL]

APPROVED:


Captain Robin Frazier,
Fort Bend County Sheriff's Office

TIBURON, INC.


Authorized Agent- Signature

Scott Carroll
Authorized Agent- Printed Name

Contracts Manager
Title

11/19/2014
Date



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$2,168,489.00 to accomplish and pay the obligation of Fort Bend County under this contract.


Robert Edward Sturdivant, County Auditor

Attachment B
Exhibit B

EXHIBIT A – SCOPE OF SERVICES

Attachment B

Exhibit B



November 19, 2014

Robin Frazier, Captain
Ft. Bend County Sheriff's Office
1410 Williams Way
Richmond, Texas 77469

Subject: Enhancement Proposal (EP)-3715: System Upgrade (PSaaS)

Reference: Agreement for Extended Service between Fort Bend County, TX and Tiburon, Inc., effective date June 22, 2000

Dear Captain Frazier:

Tiburon, Inc. is pleased to present the Ft. Bend County Sheriff's Office (hereinafter, "Client") with this Enhancement Proposal (EP) for Tiburon to provide Client with an upgrade to the following Tiburon Applications: Total Command CAD V2.9, MobileCOM V5.3, RMS and CMS V7.10 (hereinafter, referred to as the "Proposal"). All of Client's existing licenses will be converted to the subscription licenses identified herein.

Scope Description and Responsibilities

The attached Exhibit 1, Statement of Work ("SOW") describes the project tasks, responsibilities of each party and defined completion criteria.

Subscription Licenses

All of Client's existing licenses are hereby migrated to a subscription license subject to the terms and conditions set forth in the Subscription License Agreement, which is attached hereto and incorporated herein as Exhibit 2. The Subscription License Agreement hereby replaces in its entirety the Software License Agreement currently in place between the parties. Client shall only have rights to use of Software if current on fees and during Term of Agreement as set forth in Term of User Subscription below.

Subscription Price Description

- 1) The fee for the services to be provided hereunder is \$564,684, payable in accordance with the payment milestone schedule set forth herein. Upon completion of Task 10, Client shall pay an annual subscription fee of \$320,761 thereafter for the Initial Term, which includes the additional \$7,934 annual subscription license fee to use the CIT Data Module as set forth in EP-3468. The initial annual fees shall be due on the date the subscription services are made available for live productive use and then annually on the anniversary thereafter. A late penalty of three percent (3%) per month can be added to each invoice that is past due. Such fees specifically exclude all taxes. Except as otherwise specified herein, fees are based on services purchased and not actual usage, and the number of subscriptions purchased cannot be decreased during the relevant subscription term.
- 2) Client agrees to keep their annual support agreement in good standing by paying all annual maintenance fees when due until such time as the subscription services are made available for live

Attachment B

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Fort Bend County Sheriff
EP-3715: CAD/RMS/CMS Upgrade (PSaaS)
Page 2 of 21

productive use, at which point in time the Tiburon Annual Maintenance Fee will no longer be due and payable as it will be replaced with the annual subscription fee set forth above, and any already paid prorated portion will be credited to the first annual subscription payment due.

3) **Payment Milestone Schedule:**

- 25% - Upon contract signing
- 20% - Upon completion of Task 5 of the SOW
- 20% - Upon completion of Task 6 of the SOW
- 10% - Upon completion of Task 7 of the SOW
- 10% - Upon completion of Task 9 of the SOW
- 15% - Upon completion of Task 10 of the SOW

4) **This Proposal does not include:**

- Warranty
- Documentation, except as noted in the SOW
- GIS services
- Changes to functionality of existing interfaces
- Changes to functionality of existing CAD application features
- Monthly status reports

5) **Any taxes levied by a government agency. Taxes, if applicable are the sole responsibility of the Client.**

Effective Date and Terms of Use

6) **Term of User Subscriptions.** User subscriptions shall commence upon completion of Task 10 of the attached Statement of Work and continue for a period of five (5) years ("Initial Term"), unless terminated earlier in accordance with this Proposal. Upon completion of the Initial Term, the User subscriptions shall automatically renew for one (1) year periods ("Renewal Term") at the annual subscription price set forth above, unless either party gives the other notice of non-renewal at least one hundred twenty (120) days prior to the end of the Initial Term or any Renewal Term. The term set forth in the Reference Agreement is hereby replaced with this term set forth herein.

7) **Termination.** Either party may terminate this Proposal for convenience at any time for any reason upon at least one hundred twenty (120) days advanced written notice to the other party. If Client terminates this Proposal prior to completion of the implementation of the upgrade, Client shall pay one hundred percent of all payment due prior to the start of the Initial Term. If Client terminates this Proposal at any time during the Initial Term, Client shall pay one hundred percent (100%) of the remaining fees owed for the Initial Term. If Client terminates this Proposal during the Renewal Term, no prorated fees shall be returned to Client and Tiburon shall be under no further obligation to provide services. If Tiburon terminates for convenience, Client shall be under no further obligation to pay for continued subscription fees after the effective date of termination as specified in Tiburon's notice to Client. The termination fees set forth above are not intended as a penalty, but rather a charge to compensate Tiburon for Client's failure to satisfy the commitment set forth in this Proposal on which Client's pricing is based upon.

8) **Upgrades:** Eighteen (18) months following completion of Task 10 of the attached Statement of Work, Client is eligible for no cost upgrade(s) to the then current Tiburon Application version available for general use.

Attachment B

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- 9) **Customization:** Client understands and acknowledges that this EP delivers a new application platform with functionality, features, and workflows which are entirely separate and distinct from Client's existing Tiburon installed applications. Client further understands no carry-forward of Client's existing Tiburon software customization or modification is included in this EP and features and functionality provided in the product will not be customized, modified, altered, added or changed by Tiburon at the Client's request, unless included in the attached Exhibit I, SOW or otherwise agreed to in writing by Tiburon. Accordingly, Client accepts the Tiburon Applications and will not require or receive functionality or feature gaps based on comparison to Client's existing Tiburon installed applications; Client's internal workflows are subject to change to adapt to the Tiburon Applications.
- 10) The work described herein will be scheduled to commence at a mutually agreeable date after Client's acceptance of this Proposal.
- 11) Tiburon shall: (i) in addition to its confidentiality obligations, not use, modify or disclose to anyone other than Client Client's data; (ii) maintain the security and integrity of the Service and the Client Data; and (iii) provide support to Client in accordance with the Reference Agreement.
- 12) Client is responsible for all activities that occur in user accounts and for users' compliance with this Proposal. Client shall (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, loss of and appropriateness of all Client Data; (ii) comply with all applicable local, state, and federal laws in using the Tiburon Applications, and (iii) perform all Client responsibilities as set forth in this Proposal.
- 13) Client shall use the Tiburon Applications solely for its internal business purposes as contemplated by this Proposal and shall not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than to users or as otherwise contemplated by this Proposal.
- 14) Client's acceptance of this Proposal in the signature block provided below, authorizes Tiburon to proceed with the work described herein and confirms funding will be obligated. Any requisite contractual documents required by Client's purchasing procedures are the responsibility of the Client.
- 15) The terms and conditions of the above referenced Agreement, Subscription License Agreement, and this Proposal prevail regardless of any conflicting or additional terms and conditions on any Purchase Order or other correspondence. Any contingencies or additional terms obtained on any Purchase Order are not binding upon Tiburon. All Purchase Orders are subject to approval and acceptance by Tiburon.
- 16) This fixed price Proposal is valid through December 31, 2014.

Upon review and acceptance of this Proposal, please have a duly authorized person sign below and return the signed copy of the Proposal to Chip Hughes via e-mail at chip.hughes@tiburonic.com. If you have any questions or require further information, at your convenience please contact Chip at (252) 633.5857

Sincerely,


Vincent Tedesco
Chief Operating Officer

SIGNATURE PAGE TO FOLLOW

Attachment B
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By this signature, Client accepts this Proposal:

Signature

Date

Printed Name / Title

Attachments:
Exhibit 1 - Statement of Work
Exhibit 2 - Software License Agreement

Attachment B

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Exhibit 1

Statement of Work

1.1 INTRODUCTION/ASSUMPTIONS:

There are situations where the release or version upgrade requires additional license fees, non-Tiburon product upgrades, or additional equipment, which are not included in this proposal. Site Wellness check, add-on Training, geofile consulting, and technical on-site Support Services are available for an additional fee as a separate enhancement during the duration of this upgrade. All activity will be conducted during Tiburon normal business hours.

Be aware that other 3rd party products in use may require upgrades as well. They are outside the scope of this enhancement proposal. Please carefully review all hardware/software ancillary to your Tiburon-provided systems for items that may require upgrading for specific operations.

No changes to the State Interface will be done during this implementation.

Services included or excluded in the upgrade, and items of note are listed below --

Included Services

- > The upgrade takes place on new Hyper V configuration (Tiburon BETA)
- > The new software will be staged on the client's TEST environment for client testing
- > Tiburon to provide baseline documentation, including Changes by Release document.
- > Tiburon will provide remote web training classes as listed
- > For LawRECORDS and JailRECORDS, Crystal Reports reporting are supported, however, client is responsible for any required changes due to database schema changes
- > CommandCAD reporting utilizes SQL SRSS.
- > Initial and Final conversions are included as detailed in Task 4.

Excluded Services

- > No Business Practice Review (BPR)
- > No formal MS project schedules
- > No monthly status reports
- > No Operating System or SQL Server upgrade
- > No on-site training *
- > No geofile consulting *
- > No changes to interfaces
- > No enhancements
- > No additional agency setup (systems will be delivered as multi service/multi-agency capable)
- > No multi-agency UCR or IBRS setup
- > No changes from UCR to/from IBRS
- > No on-site technical personnel when moving the release to the PRODUCTION environment *
- > Any data change requirements for the map are the responsibility of the client

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* Add-on Training, Geofile, and On-site Support Services available for an additional fee as a separate enhancement during the duration of this upgrade)

Definition: Tiburon Service Request

Priority Level	Category	Definition
Priority 1	Critical	The entire system (i.e.: CAD, Records) or a major component (i.e.: State interface, paging) is unavailable. Client cannot use system to continue operations. Impacts all or most users, halts or severely impacts critical operations, or database integrity is compromised. NOTE: For priority 1 issues, clients must contact Tiburon by telephone. With the exception of CAD, Message Switch, and Jail Records support which is "24x7", Clients must have purchased the "24x7" support option to submit P1 issues outside of business hours (8 am – 5 pm) in the Client's time zone.
Priority 2	High	A major component or function does not work properly. Impacts an individual or small group. Normal operations impaired, but can continue.
Priority 3	Normal	Impacts an individual or small group. Service can be delayed until a mutually established time. A workaround may exist, but is inefficient.
Priority 4	Informational	Issue is informational or educational in nature. Enhancement requests and Steering Committee issues should be reported as Priority 4 TSRs.

Scope Description for Version Upgrade:

The following list details the scope of the upgrade implementation by Tiburon. Tasks may not follow the order as outlined and may include some overlap of tasks. Task completion will be acknowledged by the Clients signature on the Task Completion Letter.

1.2 TASK 1: PROJECT INITIATION MEETING

An upgrade initiation meeting will be scheduled on a mutually agreed-to date and conducted by Tiburon remotely. The objectives of this event include:

- Client and Tiburon personnel introductions, roles, responsibilities and expectations;
- Establish a clear chain of communication and authority;
- Review Upgrade scope and objectives;
- Discuss potential schedules;
- Review new required LawRECORDS or JailRECORDS tailoring;
- Tiburon will provide baseline documentation for each product;
- Tiburon will audit Tiburon licensing

Completion Criteria:

This task will be deemed complete upon completion of the initiation meeting.

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1.3 TASK 2: SYSTEM REVIEW WEBINAR

Tiburon will provide the following web-based reviews (not to exceed 8 hours per product) to discuss changes in version functionality, and to collect tailoring, runtime settings, or metric settings for new functionality items:

Product	Duration
CommandCAD	8 hours
LawRECORDS	8 hours
JailRECORDS	8 hours

Note: Depending on versions this webinar will be between 4 and 8 hours, and may be done in two sessions.

Completion Criteria:

This task will be deemed complete upon completion of the webinar.

1.4 TASK 3: FINALIZE HYPER V (BETA) HARDWARE REQUIREMENTS

Tiburon and the Client will validate the system hardware site topology, configuration and equipment list. The Client will utilize the list to procure the system hardware and third-party software components according to the contract. All such items shall be procured in a timely manner to support the project schedule.

Tiburon Responsibilities:

- a. Review of the site topology and provide recommendations to client on hardware changes needed to support the upgrade.
- b. Deliver a final list of all hardware, third-party software, and third-party services required for this project that will be provided by the Client.

Client Responsibilities:

- a. Upon request, provide information on existing hardware/system software components and terminal networks, as well as projected utilization statistics and other information as may be reasonably required to validate final hardware requirements.
- b. Ensure that all equipment can be physically installed in equipment room(s).
- c. Review site topology review and assure hardware deliverable (staged and ready for Tiburon), two weeks prior to agreed date for Tiburon Application installation
- d. Review and approve the final hardware configuration document within ten (10) business days.
- e. Procure and install hardware as identified in this task.

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Completion Criteria:

This task is complete when the Client has approved the final hardware equipment list and configuration document. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. Procurement of the hardware/software is not required for task completion.

1.5 TASK 4: HYPER V INSTALLATION

Client, with Tiburon's consultation, will procure and install the approved Hyper V configuration

Tiburon Responsibilities:

- a. Verify Dell hardware (Servers, SAN, Storage Fabric, networking equipment, etc).
- b. Assist Client in verifying Dell Hyper V setup
 1. Host servers set up
 2. Storage set up and allocation
 3. Networking (virtual and physical switches)
 4. Disaster recovery (Hosts failure testing)

The following will occur in the Test Environment

1. Provide a resource matrix for each VM that will be P to V
2. Verify Host resource availability in case of a single host failure.
3. Work with Fort Bend to create LUNs allocations for each VM.
4. P to V all VMs in the TEST environment
5. Power down all physical servers in the TEST environment
6. Turn up and Test all VMs in Test environment.
7. Provide a setup guide for Hyper-V.

Client Responsibilities:

- a. Installation of all required hardware.
- b. Installation of Hyper V on Server 2012 R2
- c. Configuration of Hyper V
- d. Installation of Hyper V management software.
- e. LUNs creation on SAN
- f. Network configuration for SAN and Host access
- g. P to V Test VMs
- h. Hyper V cluster administration and monitoring

Completion Criteria:

This task is complete when the Tiburon CAD Test environment has been virtualized.

1.6 TASK 5: SYSTEM INSTALLATION

Tiburon, with the Client's assistance, will remotely perform the following System Installation tasks on the Client's existing legacy hardware:

CommandCAD –

- Install current version of CommandCAD and File Maintenance

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- Client must provide a TEST Server and a TEST Database
- Update TEST installation with the agreed upon Metric and current .ini settings
 - Tiburon will set server .ini file changes
 - Workstation level .ini file changes will be provided to Client for distribution
- All active TSRs for Clients current live system (Priorities 2 – 4) will be placed on hold
- At this time and until cutover of the new system, only P-1 TSRs that can be fixed with a patch will be fixed on the live system.
- Tiburon will update CSC/HEAT records with new system and server information
- Update the map to the most current map build release
- Update MobileCOM to v5.3 (only if already licensed)

NOTE – the following system layouts are no longer supported by the CommandCAD system. Client must address any issues related with this restriction prior to the beginning of this Task –

- DataWarehouse and CommandCAD databases on the same SQL instance
- Live database and backup database stored on the same physical drive (for non-SAN configurations) or the same logical drive (for SAN configurations)

LawRECORDS –

- LawRECORDS installed (Client TEST System must be available for the System Installation which includes a TEST Server and a TEST Database).
- Install LawRECORDS software into the Client's TEST System with their tailoring. Server file changes will be made by Tiburon, workstation installations are to be completed by Client.
- All TSRs for P2, P3 and P4 on client's current live system will be put on hold.
- At this time and until cutover of the new system, only P-1 TSRs that can be fixed with a patch will be fixed on the live system.

JailRECORDS –

- JailRECORDS installed (Client TEST System must be available for the System Installation which includes a TEST Server and a TEST Database).
- Install JailRECORDS software into the Client's TEST System with their tailoring. Server file changes will be made by Tiburon, workstation installations are to be completed by Client.
- All TSRs for P2, P3 and P4 on client's current live system will be put on hold.
- At this time and until cutover of the new system, only P-1 TSRs that can be fixed with a patch will be fixed on the live system.

Completion Criteria:

This task will be complete upon placement of the CAD and File Maintenance builds on Client's TEST System.

1.7 TASK 6: DATABASE

Tiburon, with the Client's assistance, will remotely perform the following Database tasks on the Client's hardware:

CommandCAD Database

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- Tiburon will run scripts against the TEST CAD database to upgrade the database structure to support v2.9
- The same script will be run against the LIVE CAD database as part of the LIVE cutover preparation

CommandCAD File Maintenance

- A new File Maintenance build will be installed in the TEST System
- As part of the preparation for LIVE cutover, File Maintenance will be installed in the LIVE System

DataWarehouse

- Tiburon will run scripts to convert the DataWarehouse database to support v2.9 database structures

LawRECORDS Database

- Tiburon will run a script (or scripts, depending on starting version) against the TEST LawRECORDS database.
- The same script will be run against the LIVE LawRECORDS database as part of the LIVE cutover preparation.

JailRECORDS Database

- Tiburon will run a script (or scripts, depending on starting version) against the TEST JailRECORDS database.
- The same script will be run against the LIVE JailRECORDS database as part of the LIVE cutover preparation.

Completion Criteria:

This task will be complete upon Tiburon running the script(s) against the TEST CAD databases as well as installing File Maintenance in the TEST System.

1.8 TASK 7: TRAINING

Tiburon shall provide the following training sessions onsite. Client may have up to ten (10) students attend each session, which will be delivered in a single eight (8) hour session between Mondays – Friday (08:00AM – 05:00 PM Client's local time).

System File and Administrative training will train Client staff on the entry of agency-specific data, with an emphasis on changes between versions. End User training will train client on use of the Tiburon application, with an emphasis on changes between versions. It is expected that students attending are skilled in use of the current system. MobileCOM Administration training is done in conjunction (during the same trip) as MobileCOM Train the Trainer.

Client will insure a training room, with one workstation per client, plus one workstation and projector for instructor loaded with the appropriate Tiburon application, is available, and that each attending student has a copy of the associated training manual.

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Administration/Support Training Sessions	Session Duration (Hours)	Maximum Participants	Number of Sessions
CommandCAD System Administration 16	8	6	1
CommandCAD File and Table Maintenance	32	6	1
MobileCOM Administration	8	6	1
ReformatDESIGNER	16	6	1
Browser Set Up Training	8	6	1
LawRECORDS Administration (Webinar)	8	8	1
LawRECORDS Code Tables	24	8	1
JailRECORDS Administration (Webinar)	8	8	1
JailRECORDS Code Tables	16	8	1
Data Warehouse Reporting (SSRS)	24	6	1
Tiburón Application Training Sessions	Session Duration (Hours)	Maximum Participants	Number of Sessions
CommandCAD Train The Trainer	40	10	1
MobileCOM Train The Trainer (in conjunction with MobileCOM Administration Training)	4	10	1
CommandCAD Supervisor Training	4	6	1
LawRECORDS Train The Trainer	40	10	1
JailRECORDS Train the Trainer	40	10	1
Property Evidence Bar Code	8	10	1
TIPS	8	10	1

Completion Criteria:

This task will be complete upon completion of each listed training session.

1.9 TASK 8: SYSTEM INTERFACES AND TIBURON APPLICATIONS INTEGRATION

The following non-custom interfaces will be integrated within the upgraded system if currently present in LIVE system. The current baseline interface will be installed, replacing any prior site interface work done on-site (list included interfaces here).

CommandCAD (8 Client licenses) –

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Applications/Products:

- *911 Parser*
- *TDD/TTY*
- *MobileCOM (site license)*
- *Message Switch*
- *Datawarehouse (CARS Reporting no longer supported)*
- *SIP*
- *Web Browser (CAD)*
- *Time Synchronization*
- *MobileMap (site license)*
- *911 Mapping (12 licenses)*

Interfaces:

- *AVL (120 licenses)*
- *ALI/E911(Plant Vesta)*
- *State/NCIC – Texas – DMPP2020 protocol*
- *Fire Alerting*
- *Push to Talk*
- *RMS Transfer/Incident Transfer (LawRecords)*
- *ProQA*
- *Paging (Alpha/Numeric – Multi provider ~10 providers)*
- *Phase I and Phase II Wireless*
- *Fire Station Printing*

LawRECORDS (50 Client licenses) –

Applications/Products:

- *FieldREPORTING (70 licenses)*
- *Web Browser (RMS)*
- *TIPS*
- *Barcoding*
- *PocketProp*

Interfaces:

- *Tiburon CommandCAD to LawRECORDS*
- *FieldREPORTING to LawRECORDS*
- *Livescan*
- *Fingerprinting (Printruk)*

JailRECORDS (50 Client licenses) –

Applications/Products:

- *TIPS*

Interfaces:

- *Tiburon JailRECORDS to/from LawRECORDS*
- *Livescan*
- *Fingerprinting*
- *Mugshot*
- *VINE*

The following custom interface services are included, with current functionality only –

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▪ *Scantron Commissary IF*

In many cases, interfaces are only available in the Client's LIVE environment. During implementation, testing may require that individual interfaces be taken off-line to the LIVE environment in order to verify functionality in the TEST environment. Testing of interfaces will occur during Tiburon's normal business hours. For interfaces that the Client identifies as only being available for testing in the LIVE environment, any related testing and completion of implementation will not occur until cutover. Tiburon will work closely with the client in scheduling these interruptions from live operations.

Client shall provide test line to State Message Switch (NCIC/NLETS) prior to installation/upgrade of the system.

Completion Criteria:

This task will be complete upon installation of the interfaces specified above into either Client's TEST or LIVE environment, as appropriate. Testing of interfaces that must be installed in Client's LIVE environment will not preclude or delay task completion as such testing will be performed as part of the System Cutover task.

1.10 TASK 9: FUNCTIONAL TESTING

Upon Tiburon notification of the system being ready for testing, Client shall perform Functional Testing of the system. Client shall document any problems found in a Tiburon Service Request (TSR). Testing shall include database elements (CAD Histories, premise data, etc). Testing shall include testing of data conversions.

Additionally, Client shall test all Data Warehouse reports or Crystal Reports and make adjustments to reports as necessary to support any new database structures. CARS Reporting is not supported in v2.9+, and is replaced by SSRS. Client shall complete testing within three (3) weeks. Client shall test and close or reissue under the new version all legacy TSRs.

Priority 1 level defects found during the Functional Testing will be corrected by Tiburon prior to moving the software to the LIVE environment. All other defects found will be corrected in a future maintenance build to be delivered post-cutover.

Client shall notify Tiburon in writing that all testing was completed successfully. If unable to complete testing within the three-week timeframe, all project activity will cease. Upon notification that testing has been completed, Tiburon will provide an update to the schedule, with new cutover dates.

Completion Criteria:

This task will be deemed complete upon Client's notification to Tiburon that the testing has been completed successfully.

1.11 TASK 10: SYSTEM CUTOVER

After Client Functional Testing has been completed, Tiburon will notify the Client in writing, when the Tiburon systems shall be ready for LIVE status and TCS/Heat has been updated and verified by Tiburon

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Project Manager. Tiburon will assist the client in placing the system in operational status. Cutover shall occur during Tiburon's normal business hours.

A COLD start of the CommandCAD system is required.

- Tiburon will have project management and training staff on-site to assist with the cutover for two business days. No technical staff will be onsite, technical support will be remote
- Following the two business day of support, Tiburon will provide remote support through the Tiburon Client Support Center, (877-445-2110) or email support@tiburonline.com.
- Upon System Cutover, all legacy TSRs will be closed

Completion Criteria:

This work will be considered complete upon Tiburon's written notification to the Client that the product is ready for cutover to production operations, and Client's written acceptance of Tiburon's notification to Client that the product is ready for cutover to production operations.

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Exhibit 2

SOFTWARE LICENSE TERMS AND CONDITIONS

The Software License Terms and Conditions outlined herein applies to all services ordered or purchased by Ft. Bend County Sheriff's Office ("Customer" or "Licensee") from Tiburon, Inc. ("Tiburon" or "Service Provider") and which are detailed in the Statement of Work, Exhibit A to the Master System and Services Agreement ("Master Agreement") between Tiburon and Customer.

1. Definitions

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

1.1. "Authorized Server" shall mean, with respect to any Licensed Application, the server identified in the Statement of Work as corresponding to such Licensed Application, or if not identified, the actual server in which the Licensed Applications are installed on.

1.2. "Authorized Site" shall mean, with respect to any Authorized Server, the address and room number identified as corresponding in the Statement of Work to such Authorized Server, or if not identified, the actual site in which the Authorized Server resides.

1.3. "Derivative Works" shall mean, with respect to any Licensed Application, any translation, abridgement, revision, modification, or other form in which such Licensed Application may be recast, transformed, modified, adapted or approved for such Licensed.

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

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

1.6. "Error" shall mean, with respect to any Licensed Application, a defect in the Source Code for such Licensed Application that prevents such Licensed Application from functioning as designed.

1.7. "License" shall mean Licensee's rights to use the Licensed Application(s) in accordance with the terms and conditions set forth herein, which consist of Tiburon's standard licensing terms and shall supersede and apply regardless of any additional, conflicting or contradicting terms and conditions contained in Licensee's purchase order.

1.8. "Licensed Application" shall mean each of the Tiburon developed software applications set forth on the Statement of Work and furnished to the Licensee, together with all Derivative Works, all Maintenance Modifications and all Documentation with respect thereto; provided, however, that Licensed Applications shall consist

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of Object Code only and shall not include any Enhancements.

1.9. "Licensee" shall mean the Customer identified on the Statement of Work.

1.10. "Maintenance Modifications" shall mean, with respect to any Licensed Application, a computer software change to correct an Error in, and integrated into, such Licensed Application, but that does not alter the functionality of such Licensed Application and that is provided to the Licensee by Tiburon after acceptance of the Licensed Application.

1.11. "Object Code" shall mean computer programs assembled or compiled in magnetic or electronic binary form on software media, which are readable and usable by machines, but not generally readable by humans without reverse-assembly, reverse-compiling, or reverse-engineering.

1.12. "Source Code" shall mean computer programs written in higher-level programming languages, sometimes accompanied by English language comments. Source Code is intelligible to trained programmers and may be translated to Object Code for operation on computer equipment through the process of compiling.

1.13. "Statement of Work" shall mean the document provided to Licensee by Tiburon which details the pricing for the Licensed Applications and related services, if any, to be provided and which Licensee purchases from. The Statement of Work is attached to the Master Agreement as Exhibit A.

1.14. "Sublicensed Applications" shall mean the software application specified on the Statement of Work developed by any source external to Tiburon, such as a subcontractor, distributor, re-seller, personal computer software supplier or system software supplier, and furnished to the Licensee by Tiburon for integration into the System. In addition to the terms and conditions contained herein, Licensee's right to use the Sublicensed Applications is strictly contingent upon Licensee's compliance with the manufacturer's terms and conditions. Solely in regards to Sublicensed Applications, in the event of any conflict or discrepancy between this License and the manufacturer's terms and conditions, the manufacturer's terms and conditions shall control.

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

2. Licenses and Restrictions

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

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

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

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

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(d) to make no more than two (2) archival copies of any Licensed Application, provided that each copy of any Licensed Application shall include Tiburon's copyright and other proprietary notices;

(e) to perform all of the above with regards to any Sublicensed Application, in accordance with and subject to the terms and conditions of the manufacturer's license agreement for such Sublicensed Application.

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

2.3. Restrictions on Use

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

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Tiburon, Inc.
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San Ramon, CA 94583
Phone: 925-621-2700
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