

STATE OF TEXAS

§

§

COUNTY OF FORT BEND

§

**ADDENDUM NO. 6 TO AGREEMENT FOR TIBURON SOFTWARE
UPGRADE AND LICENSE SUBSCRIPTION**

This Addendum No. 6 to Agreement for Tiburon Software Upgrade and License Subscription ("Addendum No. 6") is entered into 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, Addendum No. 3 approved on June 23, 2015, and Addendum No. 4 executed on August 4, 2015, and Addendum No. 5 effective on June 27, 2017 (collectively referred to as the "Agreement"), attached hereto as "Exhibit 2" 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 County with the Cry Wolf Import Alarm Data Services described in Tiburon's Quotation QUO-5063-0BOTF0, dated April 17, 2017 attached hereto as Exhibit 1.
2. For and in consideration of the services rendered by Tiburon, County shall pay Tiburon an amount not to exceed seven thousand nine hundred sixty-two dollars and 50/100 (\$7,962.50). Upon completion of the tasks identified in the payment schedule described in Exhibit 1, Tiburon shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County to the following addresses:

Fort Bend County Auditor
c/o Accounts Payable
301 Jackson, Suite 701
Richmond, Texas 77469
Email: auditor@fortbendcountytexas.gov
Fax: 281-341-3774

With a Copy to:
Fort Bend County Sheriff's Office
Attn: Captain Robin Frazier
1410 Williams Way
Richmond, Texas 77469
Fax: 281-341-4673

County shall review such invoices and approve them within thirty (30) calendar days with such modifications as are consistent with this Agreement. County reserves the right to withhold payment pending verification of satisfactory work performed. If County disputes charges related to the invoice submitted by Tiburon, County shall notify Tiburon no later than twenty-one (21) days after the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. Interest resulting from late payments by County shall be subject to Chapter 2251, TEXAS GOVERNMENT CODE.

3. All travel expenses incurred by Tiburon or Tiburon's subcontractors arising from the performance of Services under the Addendum shall be paid by County, only in accordance

with County's Travel Policy. Receipts evidencing travel related expenditures made by Tiburon or Tiburon's subcontractors shall be submitted to the County Auditor's Office:

Fort Bend County Auditor
Attn: Robert Ed Sturdivant
301 Jackson Street, Suite 701,
Richmond, TX 77469

4. County's acceptance of Tiburon's Quotation is effective upon execution of this Addendum No. 6 by both parties.
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

TIBURON, INC.

Robert E. Hebert, County Judge

Blake Clark, Chief Financial Officer

Date

July 20, 2017
Date

ATTEST:

Laura Richard, County Clerk

(SEAL)

AUDITOR'S CERTIFICATE

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

Robert E. Sturdivant, Fort Bend County Auditor

Exhibit 1

Proposal/Sales Quotation

Quotation QUO-5063-0BOTF0

Quotation Date: 4/17/2017

General & Client Information

Agency Name: Fort Bend Sheriff's Office
 System Description: Fort Bend CryWolf Permit Import
 Client Contact: Andy Patti
 Contact Phone: 281-341-4676
 Contact Email: andy.patti@fortbendcountytx.gov
 Expiration Date: 7/17/2017
 Presented By: Christina Johnson

Bill To:
 1410 Ransom Rd
 Richmond TX USA
 77469

Ship To:
 1410 Ransom Rd
 Richmond TX USA
 77469

Project Products & Services

Project Related Fee(s)

Product Name	Unit Price	Qty	Total Price
Cry Wolf Import Alarm Data Services	\$7,175.00	1	\$7,175.00
Project Management Fee	\$787.50	1	\$787.50

Project Related Fee(s) Total: \$7,962.50

Project Total: \$7,962.50

Estimated Sales Tax: Taxable sales: \$0.00 Subtotal: \$7,962.50
 (State: at %)

Sales Tax Amount: \$0.00

Quote Total: \$7,962.50

Payment Schedule

- 50% Upon receipt of a signed EP Letter.
- 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 Quotation may be cancelled at Tiburon's discretion upon written notice to Client if the first payment milestone is not paid when due.

Assumptions

Client provides VPN\Bomgar Access to the client site

Tiburon staff allowed console administrative access to the servers

Tiburon staff allowed system Administrator level access to all database instances

Client to accept performance issues if query designed by third party vendor is not optimal.

This Quotation does not include:

- Documentation
- Warranty
- Hardware or third party products or services
- Travel

Statement of Work

Scope Description

Remotely, Tiburon staff will –

- Create logins for two databases
- Creation of views of CAD database for use by Cry Wolf

- Assign appropriate permissions to the views
- Test and troubleshoot issues with the Client and third party (including performance issues)
- Document user and interface details in Tiburon's client support site notes

Upon completion of this modification, Tiburon staff will load the updates to the Client's test system. Client shall test the changes, and work with Tiburon staff to complete any necessary troubleshooting tasks. Upon successful completion of testing, Tiburon staff will load the updates to the Client's production system.

Tiburon Responsibilities

- Create database views per the scope description.
- Upon Client's testing, correct any discrepancies in operation based on the Scope Description.
- Load the changes into the Client's production environment

Client Responsibilities

- Designate a person to be the principal point of contact for all technical questions and administrative arrangements relating to this Proposal.
- Provide VPN access to Tiburon.
- Complete all testing as required.
- Provide oversight and management of third party vendors
- Complete testing to ensure conformity with the Scope Description within ten (10) business days from receipt of Tiburon's notification the code is ready for testing.

Completion Criteria

This work will be considered complete ten (10) business days after Tiburon has provided the Client with written notification that the interface is ready for testing, or when the interface 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 Quotation.

Terms and Conditions

Payment terms are as follows

50% of all Software, Services, Support and fixed travel fees are due at time of order -and- 50% of all Software, Services, Support and fixed travel fees are due upon installation or completion of services (whichever comes later).

Software License Terms:

The Software is licensed for use by Client in accordance with the software licensing terms of the Software License Agreement currently in effect between Tiburon and Client. Acceptance, if applicable, for the Software will be defined in the applicable Statement of Work ('SOW'); otherwise, the Software licenses shall be deemed accepted on delivery.

Acceptance, if applicable, for the Tiburon Software licenses included in the Quotation will be defined in the Statement of Work. Any changes to scope of testing may result in a price increase for services.

The annual Software Support Services for the Tiburon Software licenses are provided for a period of twelve-months from the Installation date and shall be governed by the existing agreement for support and maintenance currently in effect between Tiburon and Client. Support fees will be prorated at renewal of the existing support term to adjust to the term to be co-terminous with the existing support agreement term.

Sales Tax:

Any estimated sales and/or use tax has been calculated as of the date of quotation and is provided as a convenience for budgetary purposes. Tiburon reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing, at the then current rates. Your organization must provide Tiburon with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction, when your order is placed, if you are exempt from sales tax.

General Terms:

The items in this quotation are based upon meetings and communications with the Client and unless attached to a contract form the entirety of the deliverables from Tiburon.

The scope of Deliverables for this order will be limited to the Software, Services, and Support and Maintenance that is explicitly listed herein for the listed quantities.

This order provides Software licenses as well as required deployment services only for the environments that are

explicitly listed herein (Production, Test, Training, Disaster Recovery, etc.). These software licenses do not apply to any other existing environments, or environments that may be implemented in the future.

Changes in the scope of certain components of the System may impact the cost and timelines for other areas of the Project.

All services will be performed during normal business hours, unless otherwise stated in this quotation for specific service deliverables.

Deployment and implementation of Tiburon Software and Services are based upon Client's provision and compliance with Tiburon's System Planning Document.

Tiburon reserves the right to adjust this Quotation as a result of changes including but not limited to project scope, deliverables (Tiburon Software, or third party software or hardware, including changes in the hardware manufacturer's specifications), services, interface requirements, and Client requested enhancements.

Installation Services will be performed based on the quantities that are listed in this quotation, and as listed for each environment. One installation line item does not include installation services in multiple environments.

Standard Interfaces are developed and enhanced within Tiburon's version process for the Tiburon Software applications (such as CAD). Changes to standard Interfaces will require adherence to the development life cycle therein. Updates or upgrades to standard Interfaces that are delivered within this life cycle will require the Client's system to be on the current production release of the Tiburon Software application(s).

Quotation Issued by: Christina Johnson Email: christina.johnson@tritech.com Phone: (910) 602-7244	<u>Send Purchase Orders To:</u> Tiburon Attn: Ann Conway 9477 Waples Street, Suite 100 San Diego, CA 92121 Or Email: ann.conway@tritech.com Or Fax: (858) 799-7015
	<u>Remit Payments To:</u> Tiburon 9477 Waples Street, Suite 100 San Diego, CA 92121

Accepted for Client

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate your order, check the appropriate box below and, either, (i) attach a copy of this quotation to your purchase order when it is remitted to Tiburon, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this quotation to 1-858-799-7015 or email to ann.conway@tritech.com to indicate your acceptance.

☐ Purchase Order required and attached, reference PO# _____ on invoice.

☐ No Purchase Order required to invoice.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt. Please contact me if Tiburon does not have my current exempt information on file.

Client Agency/Entity Name

Client Authorized Representative

Title

Signature Client Authorized Representative

Date

Exhibit 2

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-239355

Date Filed:
07/20/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Tiburon, Inc.
San Diego, CA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Addendum #6
Addendum #6 to Agreement for Tiburon Software and Upgrade and License Subscription

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Clark, Blake	San Diego, CA United States	X	
	Eales, Tony	San Diego, CA United States	X	

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

SEE ATTACHED

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

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)

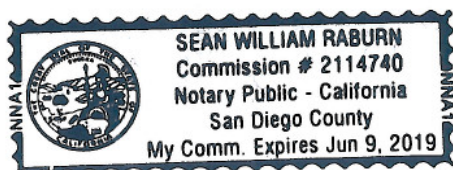
On July 20, 2017 before me, Sean William Raburn,
Date Here Insert Name and Title of the Officer

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 [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 County Form 1295 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: _____