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, 2000 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:
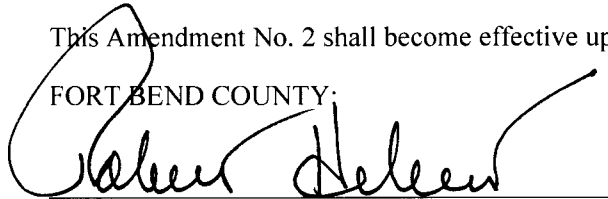
1. Tiburon shall provide the services described Tiburon's Enhancement Proposal dated October 8, 2010, attached hereto as Exhibit A, incorporated by reference as if set forth herein verbatim for all purposes.

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 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 $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.

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11/4/10   3 originals returned to Cheryl at Purchasing

EXECUTION

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

FORT BEND COUNTY:

_____   _____
Robert E. Hebert, County Judge   10-26, 2010
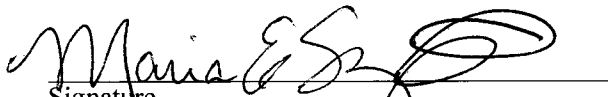   Date

Attest:

_____
Dianne Wilson, County Clerk

Approved:

_____   10 - 27-10
Capt. Larry Riendeau,   Date
Fort Bend County Sheriff's Office
Support Services Division

TIBURON, INC.

_____   10-11-2010
Signature   Date
Printed Name: Maria Szymanek

Title: CFO

l:Mary/Tiburon.2011.Amendment No. 2.3357

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of $721,983.00. to accomplish and pay the obligation of Fort Bend County under this contract.

_____
Ed Sturdivant, Fort Bend County

Attachments: Exhibit A – Tiburon Enhancement Proposal - October 8, 2010
               Exhibit B – Agreement for Extended Service - June 22, 2000
               Exhibit C – Amendment No.1: Agreement for Extended Service - January 22, 2010

TIBUR⟋N

October 8, 2010

Captain Larry Riendeau
Fort Bend County Sheriff's Office
1410 Ransom Road
Richmond, TX 77469

Subject: Enhancement Proposal (EP) – 290574: UNIX/Windows Migration

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

Dear Captain Riendeau:

Tiburon, Inc. is pleased to present the Fort Bend County Sheriff's Office (hereinafter, "Client") with this Enhancement Proposal to Migrate to the Tiburon Windows Platform from the existing UNIX platform for all systems (hereinafter, referred to as the "Proposal").

Scope Description and Responsibilities

The attached Exhibit 1, Statement of Work describes in detail each project task and associated completion criteria and the responsibilities for each party.

Price Description

1) Proposal firm fixed price:

• CommandCAD Migration:	$540,000
• MobileCOM Migration:	$ 95,000
• LawRECORDS and JailRECORDS Migration:	$ 56,654
• Tiburon Technical Services	$ 30,329
Total	**$721,983**

    NOTE: This Proposal Price does NOT include hardware or required SQL Licensing.

2) The Tiburon Annual Maintenance Fee will increase annually effective the next maintenance period and will be included with the annual maintenance invoice by the following amount as a result of this Proposal: $23,750

3) This Proposal does not include any taxes levied by a government agency. Taxes, if applicable are the sole responsibility of the Client.

A Confidential Company

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) The proposal does not include hardware.

3) The proposal does not include required SQL licensing.

4) The ReformatDESIGNER is included.

5) Payment Schedule:

	Fort Bend County Migration				
SOW Task	Task Description	%	Payment Basis	Services	
	Tiburon Contract Amount			$	721,983.00
	PHASE 1 TASKS				
1	Project Initiation	35%	Milestone	$	252,694.05
8	Initial Data Conversion	15%	Milestone	$	108,297.45
12	Functional Demonstration	25%	Milestone	$	180,495.75
13	Application Training	10%	Milestone	$	72,198.30
16	Cutover	15%	Milestone	$	108,297.45

6) 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.

The terms and conditions of the Reference Agreement, Agreement for Extended Service between Fort Bend County, TX and Tiburon, Inc., effective date June 22, 2000, 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.

7) This fixed price Proposal is valid through October 31, 2010, unless otherwise modified by Tiburon in writing prior to Client's acceptance.

Upon review and acceptance of this Proposal, please sign below and return the signed copy of the Proposal to Sean O'Grady via e-mail at Sean.O'Grady@tiburoninc.com or fax (510-217-6466). If you have any questions or require further information, please contact me (925-699-1462) at your convenience.

Sincerely,

Sean O'Grady
Account Manager

Attachments:
Exhibit 1: Statement of Work
Exhibit 2: Server Recommendations

By this signature, Client accepts this Proposal

_____   _____
Signature   Date

_____
Printed Name / Title

System Implementation Agreement (SIA)

Exhibit 1

Statement of Work (SOW)

For

Fort Bend, Texas

A Tiburon Company

INTRODUCTION

This Statement of Work (SOW) defines the principle activities and responsibilities of the Client and Tiburon, Inc. (Tiburon) for the implementation of Tiburon applications (the "Project") defined below.

The Tiburon applications described below will be deployed in a Microsoft Windows environment.

The Statement of Work tasks are not always completed sequentially and some tasks may be concurrent. The completion and acceptance of any task is not necessarily contingent upon completion of the preceding task.

Tiburon will deliver a baseline specification document for each Tiburon application that will be delivered under this project.

Attached to this document is the agreed upon Interface Control Document (ICD). The ICD will be used for a system integration demonstration of the Tiburon applications.

1   PROJECT MANAGEMENT COMMITMENT

The Client and Tiburon shall each designate a project manager to oversee the project and support the following:

Tiburon Responsibilities:

a.   Maintain project communications with the Client's Project Manager.

b.   Schedule all Tiburon staff and subcontractor support to ensure project progress and completion in accordance with the project schedule.

c.   Conduct status meetings with the Client's Project Manager as required.

d.   Provide responses to Client inquiries within ten (10) business days.

e.   Prepare and submit a monthly project status report that identifies the activities of the previous month, as well as activities planned for the current month. Tiburon will deliver these reports no later than the tenth (10th) calendar day of each month.

Client Responsibilities:

a.   Maintain project communications with Tiburon's Project Manager.

b.   Coordinate and facilitate all Client staff and third-party (vendors and/or agencies) support to ensure project progress and completion in accordance with the project schedule.

c.   Participate in status meetings with Tiburon's Project Manager.

d.   Provide written responses to Tiburon inquiries, task completion letters, and document submittals within ten (10) business days.

e.   Ensure Tiburon (Cisco) VPN remote access including dedicated high speed (T1 (1.544mb/s) or greater bandwidth). Access to Client servers on Client site(s) must be interactive, including but not limited to PC Anywhere, Remote Desktop, or VNC and application-level TCP/IP socket connectivity as determined necessary by Tiburon. Access provided to Tiburon must include local administrative control of all servers involved in the Tiburon implementation. In addition, Tiburon requires the ability to dynamically upload/download files to the server(s) without third-party intervention. Tiburon also requires access to multiple servers simultaneously to perform certain tasks.

f.   Ensure workspace is available at the Client's project site for Tiburon's Project Manager. This space should include desks, chairs, and electrical connections.

g.   Ensure one (1) telephone is located at each of the one (1) workspaces and adjacent to the central processor for the duration of the project. Tiburon will be responsible for all Tiburon-initiated long-distance charges while on site.

TASK 1   PROJECT INITIATION MEETING

Task Description:

A project initiation meeting will be scheduled on a mutually agreed to date and conducted by Tiburon at the Client's project site. The objectives of this event include:

Client and Tiburon personnel introductions;

Review project scope;

Review Client and Tiburon roles and responsibilities;

Establish a clear chain of communication and authority;

Review the project schedule

Tiburon Responsibilities:

a. Coordinate with the Client's Project Manager to establish a schedule, location, and agenda for the meeting.

b. Conduct the project initiation meeting.

c. Deliver one (1) complete set of baseline specification documents for each Tiburon application listed above.

Client Responsibilities:

a. Coordinate with Tiburon's Project Manager to establish a schedule, location, and agenda for the meeting.

b. Ensure that all appropriate Client personnel attend and actively participate in the project initiation meeting.

c. Provide a suitable classroom facility. The room must be able to be darkened and include a Client-provided projector as well as a whiteboard or equivalent.

Completion Criteria:

This task is considered complete when:

The project initiation meeting has been held; and

Baseline specification documentation for each Tiburon application has been delivered.

Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon.

TASK 2   CLIENT RESOURCE CHECKLIST

Task Description:

Identify client resources that are needed to participate in the project and assist with necessary input as it relates to client policy, procedure and/or business practices. These resources will be identified on a checklist supplied by Tiburon.

Tiburon Responsibilities:

a. Supply a checklist that identifies tasks in which client input is needed as well as the correlating skill-sets.

Client Responsibilities:

a. Complete the provided checklist by entering names of individual employees who will fill the roles.

Completion Criteria:

This task is completed after the client has completed and returned the list to Tiburon. Task completion is required before Tiburon will proceed with system review. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon.

TASK 3   SYSTEM(S) REVIEW

Task Description:

The system review is designed to demonstrate the Tiburon system(s) to the client as well as identify any configuration options that may be available. Tiburon will identify these options during the product demonstrations and the client will be given the opportunity to configure the items based on current business practices. Any current customizations not specifically purchased with this upgrade package will be abandoned.

Tiburon Responsibilities:

    a. Demonstrate the applicable Tiburon systems.

    b. Identify any configuration options available and document any changes.

Client Responsibilities:

    a. Ensure participation of Client staff with operational, policy, and procedure expertise, and decision-making authority.

    b. Provide pertinent information, data, record layouts, documents, and make any configuration decisions for Tiburon applications.

    c. Provide a suitable classroom facility. The room must be able to be darkened and include a Client-provided projector as well as a whiteboard or equivalent.

Completion Criteria:

This task is complete after each purchased Tiburon application has completed the system review process. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter may be presented for each Tiburon application.

TASK 4   SYSTEM DEPLOYMENT AND ADMINISTRATOR TRAINING

Task Description:

Install system hardware (if Tiburon provided), supporting middleware, Tiburon applications and databases as required on servers and install client software on two (2) workstations per application. Client system administrators will be trained on client installation, setup and maintenance of each application.

Tiburon Responsibilities:

a. Provide the Client with an inventory of the computer hardware and other third-party products procured by Tiburon. The inventory should include make, model, serial number and any other pertinent description of the hardware/3rd party products.

b. Install system(s) as described under Task Description.

c. Provide system administrator level training for each application.

Client Responsibilities:

a. If applicable, verify and accept all hardware that is shipped onsite by signing the shipping document and faxing it to Tiburon's Purchasing Department (925-621-2796). Notify the Tiburon Project Manager immediately if items are delivered damaged.

b. The Client will procure, inventory, and install the Client-procured hardware configuration and operating systems. The equipment to be installed will be sufficient to support initial software installation, initial interface development, and testing activities. Provide Tiburon with a list of all server and third-party information.

c. Provide a site adequate for the installation, operation, and maintenance of all computer and workstation equipment.

d. Provide all communication lines, modems, hubs, routers, cabling, and other components necessary for system operation and maintenance that are not provided by Tiburon.

e. Assume responsibility for modifications to furniture as required for workstation operation and maintenance.

f. Assist with the installation and verify operation of interfaces to any Client-provided networks.

g. Provide TCP/IP communications support for any existing networks, workstations, and printers that access Tiburon applications.

h. Install and test all remote workstations and communications equipment.

i. Review and comply with the Tiburon Software License Agreement (SLA).

Completion Criteria:

This task is complete when the initial system installation is completed and the administrator training provided. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon.

TASK 5   GEOFILE

Task Description:

Tiburon will implement procedures to support loading the Client-supplied Geo-data in the LVS format for CommandCAD and FireRECORDS and in the Tiburon format for LawRECORDS and will support the client in conducting an initial import and loading process. Tiburon will also provide documentation and a training workshop on the Geo-data import and loading processes. The Client will be responsible for ongoing import and loading of updated information using the Tiburon documented procedures.

Tiburon Responsibilities:

a. Use MapSetupLVS to import the initially collected map layers in preparation for use in Maverick Mapping which serves CommandCAD and FireRECORDS.

b. Use the Tiburon Geographic Data Optimization (GDO) tool to migrate the client's existing data into the new LawRECORDS database.

c. Provide the Client with documentation for the import and loading process.

d. Provide the Client with information regarding the types of data exceptions that may be detected during data import and loading process that requires corrections in the Client-provided source data.

e. Using the point-in-polygon (PIP) functionality of GDO, attach the appropriate reporting district (polygon tag) data to the respective street centerline segment records to be used in the LawRECORDS.

f. Provide a training workshop to the Client on the use of Maverick MapSetup which is used for the import, configuration and distribution of map layers for CommandCAD and FireRECORDS.

Client Responsibilities:

a. Within 30 days of contract signing, provide Tiburon with a standard ESRI ArcView shape file containing the street centerline segments to be supported by the proposed applications. The minimum essential street data for each record includes a Street Name field (or fields containing directional prefix, street name, street type, and directional suffix). The street centerline file must also contain, for each segment record in the street centerline file, appropriate ranges for low and high addresses, on both left and right sides, each in its own respective field (Example: From_Left, To_Left; From_Right, To_Right). All map layers must have the same geographic projection.

   Note: Each required map layer, and some optional layers, must contain certain required data elements. Other data may be classified as recommended or optional. The usage and benefits of the various data elements is explained in more detail in the document titled MAVERICK LVS-Map Content Requirements.

b. Within 30 days of contract signing, provide Tiburon with all polygon boundary ArcView shape files for each service to be dispatched plus a City Boundary Layer. Common response boundary layers are: Police and/or Fire and/or EMS, reporting districts (RDs, grids, or atoms). Each service must be contained in a separate map layer which should be drawn as accurately as possible. Each layer must contain the following information, each in its own respective field: Service Identifier, Agency, Dispatch Group, Area/Name ID (RD), Response Modifier (if any), and (Community). The City Boundary Layer must contain the City Name and a City Code translated code, typically three or four characters in length. All map layers must have the same geographic projection.

Note: Each required map layer, and some optional layers, must contain certain required data elements. Other data may be classified as recommended or optional. The usage and benefits of the various data elements is explained in more detail in the accompanying document titled MAVERICK LVS-Map Content Requirements.

c. Assume responsibility for both initial Geo-data development and ongoing data maintenance.

d. Provide a Map Administrator and/or Geo-data coordinator to act as the point of contact regarding import and loading issues.

e. Provide the above specified ESRI ArcView shape files for import into the system via network connection, by compatible tape drive or CD-ROM media.

f. Review the provided documentation to ensure an understanding of the data requirements and usage.

g. Provide all ESRI and associated systems software licenses and workstation equipment necessary for the entry and maintenance of the base geographic information.

h. Provide appropriate staff to make data additions, deletions, or corrections as necessary in support of Geo-data import and loading for on-line operations and for continuing Geo-data maintenance.

i. Be solely responsible for the content and accuracy of the source map layers, Geo-data and all related data.

Completion Criteria:

This task is complete when the initial data has been successfully loaded into the systems. Data errors in the Client-provided source will not prevent task completion. Task completion will be confirmed by the Client's signature on the task completion letter prepared by Tiburon. Task completion is required before Tiburon will proceed with any Code Table Training.

TASK 6   CODE TABLE DATA MIGRATION

Task Description:

Tiburon will use a data import/export/update tool to extract current code tables from the CAD system. The client will then use the update portion of the tool to remove any stale data from the code tables as well as any entries that do not have a corresponding value in CommandCAD. Tiburon will then import the cleansed data to the new system(s). For the LawRECORDS system, Tiburon will deploy the baseline code tables into the new system. The client may also choose to have additional code tables in their current system migrated with the baseline code tables.

Tiburon Responsibilities:

    a. Export the client's data from the old system(s)

    b. Import client's cleansed data to the new system(s)

    c. Provide the import/export/update tool to allow the client to cleanse their data.

Client Responsibilities:

    a. Designate a knowledgeable person to work with and update the exported data.

    b. Purge any old code table data that will not be used in the new system(s)

    c. Review all code tables to assure data has migrated appropriately.

    d. Report all errors to Tiburon in the form of a TSR.

Completion Criteria:

This task is complete when the updated client data has been imported into the new system(s). Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter will be provided for each service.

TASK 7   CAD CALL DATA MIGRATION

Task Description:

This task involves the extract, conversion, loading, and testing of up to one (1) year's worth of CAD/2000 call data into the CommandCAD DataWarehouse. The total amount is dependent upon how much data is available in the client's on-line system. Tiburon will not extract call data from backup tapes. The data will not reside in the CADLIVE database.

Tiburon Responsibilities:

     a.   Prepare the required conversion software to accept the files from the Client's CAD/2000 system and create the necessary Tiburon application data files.

     b.   Perform the data conversion process to load the test files.

     c.   Review resulting test files with the Client, document any problems, and collaborate with the Client on a plan for corrective action.

Client Responsibilities:

     a.   Conduct testing on the initial conversion to review functionality and data results.

     b.   Review resulting test files with Tiburon, document any problems, and collaborate with Tiburon on a plan for corrective action within ten (10) business days.

Completion Criteria:

This task is complete when Tiburon has migrated the client's current CAD call data. Data correction is not a requirement for completion of this task. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon.

TASK 8   INITIAL DATA CONVERSION

Task Description:

This task involves the extract, conversion and loading of specified legacy application data into the new application database(s). Data conversion always involves a number of unknowns, and therefore involves a series of steps whereby the existing files are analyzed and the conversion process is determined. File conversion takes place at two key points in the project: (1) this task, where the conversion process is developed and tested, and (2) immediately prior to production cutover, where the tested process is used to move near-current data.

Data Conversions include:

- RMS
- CMS

Tiburon Responsibilities:

a.   Analyze current data and plan for the conversion

b.   Build data structures within the new SQL databases.

c.   Perform the data conversion process to load test files.

d.   Review resulting test files with the Client, document any problems, and if the client determines it is necessary, complete a configuration to display the fixes, or collaborate with the Client on a plan for corrective action(s).

Client Responsibilities:

a.   Purge unnecessary records from the existing database to ensure that the data contain only records the Client intends Tiburon to convert.

b.   Provide PC Anywhere for the data migration operations and VPN for network access

c.   Provide Tiburon with access as needed to the data in the legacy system and data to be convert.

d.   Thoroughly test the converted data, document any problems, and collaborate with Tiburon on a plan for corrective action(s) for the final data conversion.

Completion Criteria:

This task is complete after Tiburon has delivered initial converted data. Data correction is not a requirement for completion of this task. Task completion will be confirmed by the Client's signature on the task completion letter presented by Tiburon.

TASK 9   SYSTEM INTERFACES

Task Description:

Install and test the interfaces for CommandCAD as defined in Attachment C. For LawRECORDS and/or JailRECORDS we will either install our baseline interfaces or migrate the client's current interfaces to the new system.

Tiburon Responsibilities:

    a. Install and test interfaces as defined in Attachment C.

Client Responsibilities:

    a. Assume responsibility for any hardware, software licenses, modifications, or additions to any systems not supplied, installed, tested, or licensed by Tiburon.

    b. Act as the liaison between the agencies and third-party vendors required to support the interfaces.

    c. Provide Tiburon with the physical connections for each interface, to allow Tiburon to test the functionality of each interface in an appropriate environment.

    d. If the interfaces are currently in operation, it is the Client's responsibility to disconnect each of the interfaces from the operational environment to facilitate interface testing. Testing may be required more than once during the project to ensure operational readiness.

Completion Criteria:

This task is complete when all interfaces have been installed. Delays or unavailability of external systems and/or interfaces not made available to Tiburon shall not delay completion of this task. In those cases where testing is delayed through no fault of either the Client or Tiburon, the Client shall authorize the testing of the interface function at a later date. Such rescheduling of interface testing shall not delay the scheduled go-live or any subsequent tasks. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon.

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TASK 10   CODE TABLE TRAINING

Task Description:

The purpose of this task is to train Client staff in the entry of agency-specific data for each Tiburon application and assure all code table entry has been completed by the end of training. All training courses will be conducted Monday through Friday between the hours of 0800 and 1700.

Tiburon Responsibilities:

For each of the training courses described in Attachment D (Code Table Training), Tiburon will:

a. Provide training in accordance with a mutually agreed to schedule.

b. Training will be planned for session duration hours as listed under Attachment D. If the Client releases the Tiburon trainer prior to the end of the scheduled session, the training shall be considered complete.

c. Provide one (1) electronic copy of all training materials for this task no less than ten (10) days prior to training.

Client Responsibilities:

For each of the training courses described above, the Client will:

a. Complete entry of agency-specific data into all code tables.

b. Assign personnel with basic Windows software skills to receive training. The number of course attendees shall not exceed the class sizes listed in the tables above. Attendees must be committed full time for the duration of training.

c. Provide a suitable classroom facility with computer workstation equipment for each participant in the training session and the instructor. The room must be able to be darkened and include a Client-provided projector as well as a whiteboard or equivalent.

d. Provide one (1) set of training materials for each student; either hard copy or CD.

Completion Criteria:

This task is complete when Tiburon has conducted the training courses described above. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter may be generated for each Tiburon application. Client data entry completion is not required for the completion of this task.

TASK 11   MOBILECOM MIGRATION

Task Description:

The purpose of this task is to migrate the client's current MDS system to Tiburon's MobileCOM application.

Note: *Tiburon is committed to support our clients as we move forward in technology. As clients migrate to MobileCOM we still support our MDS clients. If a client chooses to use MobileCOM and MDS in combination at their site we can accommodate this configuration. The only issue is that MDS and MobileCOM cannot run on the same workstation. No licensing changes with this migration unless otherwise noted.*

Tiburon Responsibilities:

    a.   Assign MobileCOM and AVL licenses.

    b.   Provide remote installation of MobileCOM server applications.

    c.   Provide all MobileCOM related training under Attachment D

Client Responsibilities:

    a.   Provide VPN access to Tiburon personnel.

    b.   Supply TCP/IP connectivity for MobileCOM and AVL communication.

    c.   Provide hardware and an operating environment in accordance with Tiburon's specifications.

    d.   Install MobileCOM client and Mobile Mapping on the remaining mobile devices.

    e.   Provide a facility for training with a workstation with a connection to the Tiburon systems for the instructor with a projector and screen.

    f.   Provide a workstation with a connection to the Tiburon systems for each student in the class.

    g.   Schedule students to attend the training. Ensure that scheduled students are able to attend the courses for their complete duration.

NOTE: If using NetMotion version 6.7, Windows Server 2003 can only be at service pack 1. If service pack 2 is installed, NetMotion will not run.

The following communication environment is required:

TCP/IP. If you are using a private radio system, RadioIP is required.

Completion Criteria:

This task is complete when Tiburon has installed the MobileCOM application and conducted the training courses described above. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon.

TASK 12   FUNCTIONAL DEMONSTRATION AND PERFORMANCE TESTING

Task Description:

The purpose of this task is to demonstrate to the client that all Tiburon applications and interfaces are performing as specified within the client's hardware and network environments.

Tiburon Responsibilities:

     a.   Conduct a functional demonstration of the Tiburon application(s) and interfaces at the Client facility.

Client Responsibilities:

     a.   Provide a workstation to support Tiburon's functional demonstration(s).

     b.   Provide personnel to witness functional demonstration.

     c.   If the interfaces are currently in operation, it is the Client's responsibility to disconnect each of the interfaces from the operational environment to facilitate interface demonstration.

Completion Criteria:

This task is complete when Tiburon application software functions have been demonstrated to operate in accordance with the baseline specification documents and interfaces have been demonstrated to operate according to the specifications set forth under Attachment C. Delays or unavailability of external systems and/or interfaces not made available to Tiburon shall not delay completion of this task. In those cases where demonstration is delayed through no fault of either the Client or Tiburon, the Client shall authorize the testing of the interface function at a later date. Such rescheduling of interface demonstration shall not delay the scheduled go-live or any subsequent tasks. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter may be generated for each Tiburon application.

TASK 13   APPLICATION TRAINING

Task Description:

Training will be conducted at a Client facility. All training courses will be conducted Monday through Friday between the hours of 0800 and 1700.

Training on the Tiburon applications will not commence until the functional demonstration of the application is complete.

Tiburon Responsibilities:

For each of the training courses described in Attachment D (User Training). Tiburon will:

d. Provide training in accordance with a mutually agreed to schedule.

e. Training will be planned for session duration hours as listed under Attachment D. If the Client releases the Tiburon trainer prior to the end of the scheduled session, the training shall be considered complete.

f. Provide one (1) electronic copy of all training materials for this task no less than ten (10) days prior to training.

Client Responsibilities:

For each of the training courses described above, the Client will:

a. Assign personnel with basic Windows software skills to receive training. Number of course attendees shall not exceed the class sizes listed in Attachment D.

b. Provide a suitable classroom facility with computer workstation equipment for each participant in the training session and for the instructor. The room must be able to be darkened and include a Client-provided projector as well as a whiteboard or equivalent.

c. Provide one (1) set of training materials for each student.

d. Provide end-user training for all remaining Client personnel in accordance with the project schedule.

Completion Criteria:

This task is complete when Tiburon has provided all of the scheduled training. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter may be generated for each Tiburon application.

TASK 14   REFORMATDESIGNER FORM BUILDING AND TRAINING

Task Description:

Tiburon will build up to 12 forms to be used in conjunction with the client's State/NCIC interface. Tiburon will work with the client to determine which 12 forms will be constructed. Tiburon will also provide 16 hours of ReformatDESIGNER training to allow the client to continue to build new forms or edit existing forms as needed.

Note: ReformatDESIGNER is provided as part of the migration cost. Service time to build more than 12 forms is not included in this proposal and will be an additional cost item.

Tiburon Responsibilities:

a. Work with the client to determine the 12 forms to be built by Tiburon.

b. Build and test (if State/NCIC interface is available) the 12 forms.

c. Provide 16 hours worth of ReformatDESIGNER training for up to six (6) students.

Client Responsibilities:

a. Work with Tiburon to determine the 12 forms to be built by Tiburon.

b. Provide a suitable classroom facility with computer workstation equipment for each participant in the training session and for the instructor. The room must be able to be darkened and include a Client-provided projector as well as a whiteboard or equivalent.

c. Provide one (1) set of training materials for each student.

d. Continue to build new forms as needed.

Completion Criteria:

This task is complete after Tiburon has completed building up to 12 ReformatDESIGNER forms and provided 16 hours of user training. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. Delays or unavailability of the State interface that are beyond Tiburon's control shall not delay completion of this task.

TASK 15   FINAL DATA CONVERSION

Task Description:

Final conversion of Client data files will be accomplished just prior to cutover. The LawRECORDS and JailRECORDS systems will be taken completely off-line for a period of time to complete this conversion. The client should be prepared to move to a manual system until after cutover has been completed. Actual down time will be determined at a later date and is based on the number of records in the systems.

Tiburon Responsibilities:

a.   Analyze current data and plan for the migration

b.   Perform the data migration process.

c.   Review resulting test files with the Client, document any problems, and if the client determines it is necessary, complete a migration to display the fixes, or collaborate with the Client on a plan for corrective action(s).

Client Responsibilities:

a.   Purge unnecessary records from the existing database to ensure that the data contain only records the Client intends Tiburon to migrate.

b.   Provide PC Anywhere for the data migration operations and VPN for network access

c.   Provide Tiburon with access as needed to the data in the legacy system and data to be migrated.

d.   Review resulting test files with Tiburon, document any problems, and collaborate with Tiburon on a plan for corrective action(s) for the final data conversion.

Completion Criteria:

This task is complete after Tiburon has delivered final converted data. In case of errors, this task will be complete upon Client's approval of a corrective action plan. Task completion will be confirmed by the Client's signature on the task completion letter prepared by Tiburon.

TASK 16   CUTOVER

Task Description:

Tiburon will assist the Client in placing the Tiburon application(s) in operational status. Tiburon will provide on-site or remote support as documented under Attachment E.

The Client may wish to delay the cutover of specific subsystems, modules or interfaces, but such delays will not prevent Tiburon from proceeding with subsequent tasks. Tiburon will support the cutover of those subsystems via remote access.

System warranty/maintenance will begin as soon as cutover occurs. Tiburon will work with the client over a five day time period to aggressively address as many TSRs as possible. The client will then be turned over to TASC for any remaining issues.

Tiburon Responsibilities:

    a.   Notify the Client when the Tiburon application(s) is ready for live production status.

    b.   Monitor the operation of the Tiburon application(s)

    c.   Provide a detailed cutover timeline describing all tasks dates and times (Attachment E).

    d.   Assist Client staff in utilizing and supporting the system(s).

    e.   Present the update Master Support Agreement (MSA) to the Client for execution.

    f.   Present the updated SLA to the Client for execution.

    g.   Place source code in an escrow account, if applicable.

Client Responsibilities:

    a.   Begin operational use of the system(s).

    b.   Execute the updated MSA.

    c.   Execute the updated SLA.

    d.   Final Payment.

Completion Criteria:

This task is complete when the Tiburon application(s) is placed in live production operation. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter may be generated for each Tiburon application.

TASK 17   ANCILLARY SYSTEMS TRAINING

Task Description:

Training will be conducted at a Client facility. All training courses will be conducted Monday through Friday between the hours of 0800 and 1700.

This training must be completed on the client's live production system.

Tiburon Responsibilities:

For each of the training courses described in Attachment D (Ancillary Training), Tiburon will:

     a.   Provide training in accordance with a mutually agreed to schedule.

     b.   Training will be planned for session duration hours as listed under Attachment D. If the Client releases the Tiburon trainer prior to the end of the scheduled session, the training shall be considered complete.

     c.   Provide one (1) electronic copy of all training materials for this task no less than ten (10) days prior to training.

Client Responsibilities:

For each of the training courses described above, the Client will:

     a.   Assign personnel with basic Windows software skills to receive training. Number of course attendees shall not exceed the class sizes listed in Attachment D.

     b.   Provide a suitable classroom facility with computer workstation equipment for each participant in the training session and for the instructor. The room must be able to be darkened and include a Client-provided projector as well as a whiteboard or equivalent.

     c.   Provide one (1) set of training materials for each student.

     d.   Provide end-user training for all remaining Client personnel in accordance with the project schedule.

     e.   If applicable, any third party product purchase and licensing requirements necessary to complete training is the responsibility of the client.

Completion Criteria:

This task is complete when Tiburon has provided all of the scheduled training. Task completion will be confirmed by the Client's signature on the task completion letter provided by Tiburon. A separate task completion letter may be generated for each Tiburon application.

ATTACHMENT C: INTERFACES

Interfaces:

Interface Name:	ProQA Workstation
Interface Name:	Push-to-Talk
Interface Name:	Fire Station Alerting
Interface Name:	Alphanumeric Paging
Interface Name:	Fax Server Interface
Interface Name:	Fire Station Printing (Rip-n-Run)
Interface Name:	RMS Incident Transfer
Interface Name:	TIPS – will be upgraded. Capture workstation will also be upgraded.
Interface Name:	Pocketprop
Interface Name:	Commissary

ATTACHMENT D: TRAINING

Code Table Training:

Training Sessions	Session Duration (Hours)	Maximum Participants	Number of Sessions
CommandCAD: Code Table	40	6	1
MobileCOM: Install/Configuration	12	6	1
CommandCAD: GIS Administration Training	16	6	1

User Training:

Training Sessions	Session Duration (Hours)	Maximum Participants	Number of Sessions
CommandCAD: Dispatcher/Call Taker Training	40	10	1
CommandCAD: Call Taker Only	12	10	1
CommandCAD: Supervisor Training	4	6	1
CommandCAD: Browser Training	2	10	1
MobileCOM: Train-the Trainer	8	10	1
LawRECORDS/JailRECORDS Feature Update Training (one trip)	32	10	1
Feature Demonstration for LawRECORDS/JailRECORDS (remote)	6	10	1

Ancillary Training:

Training Sessions	Session Duration (Hours)	Maximum Participants	Number of Sessions
CommandCAD: CARS (DataWarehouse) Training	16	6	1

ATTACHMENT E: CUTOVER PLAN

Cutover Timeline

Task	Owner	Date	Time	Completed

Cutover Resources

Resource Name	Arrive	Depart	Skills	Onsite/Remote

Exhibit 2

Server Recommendations

CAD/DW Database Server - PowerEdge R710		
1	Chassis for Up to Six 3.5-Inch Hard Drives	224-4846
1	Windows Server®2008, Standard x64, Incl Hyper-V™, Incl 5 CALs	468-2342, 468-2695
1	PowerEdge R710 Shipping	330-4124
1	12GB Memory (6x2GB), 1066MHz Dual Ranked UDIMMs for 1 Processor, Optimized	317-0228
1	Dual Two-Port Embedded Broadcom® NetXtreme II 5709 Gigabit Ethernet NIC	430-1764
1	Intel® Xeon® E5540, 2.53Ghz, 8M Cache, 5.86 GT/s QPI, Turbo, HT	317-1204
1	Single Processor Only	311-3928, 317-1224
1	HD Multi-Select	341-4158
1	PERC 6/i SAS RAID Controller, 2x4 Connectors, Internal, PCIe,256MB Cache,x6	341-9152
1	Power Saving BIOS Setting	330-3491
1	iDRAC6 Express	467-8649
1	DVD ROM, SATA, Internal	313-7541
1	Bezel	313-7517
1	Riser with 2 PCIe x8 + 2 PCIe x4 Slot	320-7886
1	Electronic System Documentation and OpenManage DVD Kit	330-3485
1	RAID 1 for PERC 6/i or SAS 6/iR Controllers	341-8699
1	Sliding Ready Rails With Cable Management Arm	330-3477
1	3 Year ProSupport for End Users 4HR 7x24 Onsite: Non Mission Critical	989-3439, 992-8102, 992-8332, 993-2140, 993-8447, 993-8458
1	Energy Smart Power Supply, Redundant, 570W	330-3474
1	40GB Microsoft OS Partition Override	420-6966
1	No Additional Power Cords	310-9057
1	NEMA 5-15P to C14 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord	310-8509
2	146GB 15K RPM Serial-Attach SCSI 3.5" Hot Plug Hard Drive	341-8718, 341-8718

CAD/DW Database Disk Array - PowerVault MD1000

1	PowerVault MD1000 External Storage Array, SAS and SATA support	222-2299
1	Two Enclosure Management Modules, PowerVault MD1000, SAS/SATA	420-6220
1	PERC 6/E SAS external RAID adapter, 256MB, for MD1000	341-6107
1	RapidRails for Dell, or other Square Hole Racks, MDxx00	310-7080
1	3Yr BASIC NBD: L1 Hardware Queue, Next Business Day Onsite, M-F 8am-6pm	981-1032, 981-6570, 985-7589, 985-7617, 990-5189
1	PowerVault Installation Declined	900-9997
11	146GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug Hard Drive	341-2820, 341-2820, 341-2820, 341-2820, 341-2820, 341-2820, 341-2820, 341-2820, 341-2820, 341-2820, 341-2820
4	500GB 7.2K RPM Universal SATA 3Gbps 3.5-in HotPlug Hard Drive	341-3819, 341-3819, 341-3819, 341-3819
1	SAS cable, 1 meter, connects MD1000 to PERC or another MD1000	310-7082

CAD Application Server - PowerEdge R610

1	Chassis for Up to Six 2.5-Inch Hard Drives	224-4848
1	Windows Server® 2008, Standard Edition, Includes 5 CALs	468-2306, 468-2342
1	PowerEdge R610 Shipping	330-4122
1	4GB Memory (2x2GB), 1066MHz Dual Ranked UDIMMs for 1 Processor, Adv ECC	317-0225
1	Dual Two-Port Embedded Broadcom® NetXtreme II 5709 Gigabit Ethernet NIC	430-1764
1	Intel® Xeon® E5540, 2.53Ghz, 8M Cache, 5.86 GT/s QPI, Turbo, HT	317-0203
1	Single Processor Only	311-3928, 317-0212
1	HD Multi-Select	341-4158
1	PERC 6/i SAS RAID Controller, 2x4 Connectors, Internal, PCIe, 256MB Cache	341-9254
1	Power Saving BIOS Setting	330-3491
1	iDRAC6 Express	467-8649
1	DVD ROM, SATA, Internal	313-7541
1	Bezel	313-7534
1	Electronic System Documentation and OpenManage DVD Kit	330-3523
1	RAID 1 for PERC 6/i or SAS 6/iR Controllers	341-8755

1	Sliding Ready Rails With Cable Management Arm	330-3520
1	3 Year ProSupport for End Users and Mission Critical 4HR 7x24 Onsite Pack	989-3439, 992-9952, 993-0172, 993-3650, 993-9369, 993-9457, 993-9458
1	No Installation	900-9997
1	Energy Smart Power Supply, Redundant, 502W	330-3516
1	40GB Microsoft OS Partition Override	420-6966
1	No Additional Power Cord	310-9057
1	NEMA 5-15P to C14 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord	310-8509
2	146GB 10K RPM Serial-Attach SCSI 2.5" Hot Plug Hard Drive	341-8715, 341-8715

Message Switch Server - PowerEdge R610

1	Chassis for Up to Six 2.5-Inch Hard Drives	224-4848
1	Windows Server® 2008, Standard Edition, Includes 5 CALs	468-2306, 468-2342
1	PowerEdge R610 Shipping	330-4122
1	4GB Memory (2x2GB), 1066MHz Dual Ranked UDIMMs for 1 Processor, Adv ECC	317-0225
1	Dual Two-Port Embedded Broadcom® NetXtreme II 5709 Gigabit Ethernet NIC	430-1764
1	Intel® Xeon® E5540, 2.53Ghz, 8M Cache, 5.86 GT/s QPI, Turbo, HT	317-0203
1	Single Processor Only	311-3928, 317-0212
1	HD Multi-Select	341-4158
1	PERC 6/i SAS RAID Controller, 2x4 Connectors, Internal, PCie, 256MB Cache	341-9254
1	Power Saving BIOS Setting	330-3491
1	iDRAC6 Express	467-8649
1	DVD ROM, SATA, Internal	313-7541
1	Bezel	313-7534
1	Electronic System Documentation and OpenManage DVD Kit	330-3523
1	RAID 1 for PERC 6/i or SAS 6/iR Controllers	341-8755
1	Sliding Ready Rails With Cable Management Arm	330-3520
1	3 Year ProSupport for End Users and Mission Critical 4HR 7x24 Onsite Pack	989-3439, 992-9952, 993-0172, 993-3650, 993-9369, 993-9457, 993-9458

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1	No Installation	900-9997

1	Energy Smart Power Supply, Redundant, 502W	330-3516
1	40GB Microsoft OS Partition Override	420-6966
1	No Additional Power Cord	310-9057
1	NEMA 5-15P to C14 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord	310-8509
2	146GB 10K RPM Serial-Attach SCSI 2.5" Hot Plug Hard Drive	341-8715, 341-8715

RMS/CMS Database Server - PowerEdge R710

1	Chassis for Up to Six 3.5-Inch Hard Drives	224-4846
1	Windows Server®2008, Standard x64, Incl Hyper-V™, Incl 5 CALs	468-2342, 468-2695
1	PowerEdge R710 Shipping	330-4124
1	12GB Memory (6x2GB), 1066MHz Dual Ranked UDIMMs for 1 Processor, Optimized	317-0228
1	Dual Two-Port Embedded Broadcom® NetXtreme II 5709 Gigabit Ethernet NIC	430-1764
1	Intel® Xeon® E5540, 2.53Ghz, 8M Cache, 5.86 GT/s QPI, Turbo, HT	317-1204
1	Single Processor Only	311-3928, 317-1224
1	HD Multi-Select	341-4158
1	PERC 6/i SAS RAID Controller, 2x4 Connectors, Internal, PCIe,256MB Cache,x6	341-9152
1	Power Saving BIOS Setting	330-3491
1	iDRAC6 Express	467-8649
1	DVD ROM, SATA, Internal	313-7541
1	Bezel	313-7517
1	Riser with 2 PCIe x8 + 2 PCIe x4 Slot	320-7886
1	Electronic System Documentation and OpenManage DVD Kit	330-3485
1	RAID 1 for PERC 6/i or SAS 6/iR Controllers	341-8699
1	Sliding Ready Rails With Cable Management Arm	330-3477
1	3 Year ProSupport for End Users 4HR 7x24 Onsite: Non Mission Critical	989-3439, 992-8102, 992-8332, 993-2140, 993-8447, 993-8458
1	Energy Smart Power Supply, Redundant, 570W	330-3474
1	40GB Microsoft OS Partition Override	420-6966
1	No Additional Power Cords	310-9057

1	NEMA 5-15P to C14 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord	310-8509
2	146GB 15K RPM Serial-Attach SCSI 3.5" Hot Plug Hard Drive	341-8718, 341-8718

RMS/CMS Disk Array – PowerVault MD1000

1	PowerVault MD1000 External Storage Array, SAS and SATA support	222-2299
1	Two Enclosure Management Modules, PowerVault MD1000, SAS/SATA	420-6220
1	PERC 6/E SAS external RAID adapter, 256MB, for MD1000	341-6107
1	RapidRails for Dell, or other Square Hole Racks, MDxx00	310-7080
1	3Yr BASIC NBD: L1 Hardware Queue, Next Business Day Onsite, M-F 8am-6pm	981-1032, 981-6570, 985-7589, 985-7617, 990-5189
1	PowerVault Installation Declined	900-9997
11	146GB 15K RPM Serial-Attach SCSI 3Gbps 3.5-in HotPlug Hard Drive	341-2820, 341-2820, 341-2820, 341-2820, 341-2820, 341-2820, 341-2820, 341-2820, 341-2820, 341-2820, 341-2820
4	500GB 7.2K RPM Universal SATA 3Gbps 3.5-in HotPlug Hard Drive	341-3819, 341-3819, 341-3819, 341-3819
1	SAS cable, 1 meter, connects MD1000 to PERC or another MD1000	310-7082

RMS/CMS Application Server - PowerEdge R610

1	Chassis for Up to Six 2.5-Inch Hard Drives	224-4848
1	Windows Server® 2008, Standard Edition, Includes 5 CALs	468-2306, 468-2342
1	PowerEdge R610 Shipping	330-4122
1	4GB Memory (2x2GB), 1066MHz Dual Ranked UDIMMs for 1 Processor, Adv ECC	317-0225
1	Dual Two-Port Embedded Broadcom® NetXtreme II 5709 Gigabit Ethernet NIC	430-1764
1	Intel® Xeon® E5540, 2.53Ghz, 8M Cache, 5.86 GT/s QPI, Turbo, HT	317-0203
1	Single Processor Only	311-3928, 317-0212

1	HD Multi-Select	341-4158
1	PERC 6/i SAS RAID Controller, 2x4 Connectors, Internal, PCIe, 256MB Cache	341-9254
1	Power Saving BIOS Setting	330-3491
1	iDRAC6 Express	467-8649
1	DVD ROM, SATA, Internal	313-7541
1	Bezel	313-7534
1	Electronic System Documentation and OpenManage DVD Kit	330-3523
1	RAID 1 for PERC 6/i or SAS 6/iR Controllers	341-8755
1	Sliding Ready Rails With Cable Management Arm	330-3520
1	3 Year ProSupport for End Users and Mission Critical 4HR 7x24 Onsite Pack	989-3439, 992-9952, 993-0172, 993-3650, 993-9369, 993-9457, 993-9458

1	No Installation	900-9997
1	Energy Smart Power Supply, Redundant, 502W	330-3516
1	40GB Microsoft OS Partition Override	420-6966
1	No Additional Power Cord	310-9057
1	NEMA 5-15P to C14 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord	310-8509
2	146GB 10K RPM Serial-Attach SCSI 2.5" Hot Plug Hard Drive	341-8715, 341-8715

WebQuery / DW / CAD Test App Server - PowerEdge R610

1	Chassis for Up to Six 2.5-Inch Hard Drives	224-4848
1	Windows Server® 2008, Standard Edition, Includes 5 CALs	468-2306, 468-2342
1	PowerEdge R610 Shipping	330-4122
1	4GB Memory (2x2GB), 1066MHz Dual Ranked UDIMMs for 1 Processor, Adv ECC	317-0225
1	Dual Two-Port Embedded Broadcom® NetXtreme II 5709 Gigabit Ethernet NIC	430-1764
1	Intel® Xeon® E5540, 2.53Ghz, 8M Cache, 5.86 GT/s QPI, Turbo, HT	317-0203
1	Single Processor Only	311-3928, 317-0212
1	HD Multi-Select	341-4158
1	PERC 6/i SAS RAID Controller, 2x4 Connectors, Internal, PCIe, 256MB Cache	341-9254
1	Power Saving BIOS Setting	330-3491
1	iDRAC6 Express	467-8649
1	DVD ROM, SATA, Internal	313-7541
1	Bezel	313-7534
1	Electronic System Documentation and OpenManage DVD Kit	330-3523

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1	RAID 1 for PERC 6/i or SAS 6/iR Controllers	341-8755
1	Sliding Ready Rails With Cable Management Arm	330-3520
1	3 Year ProSupport for End Users and Mission Critical 4HR 7x24 Onsite Pack	989-3439, 992-9952, 993-0172, 993-3650, 993-9369, 993-9457, 993-9458
1	No Installation	900-9997
1	Energy Smart Power Supply, Redundant, 502W	330-3516
1	40GB Microsoft OS Partition Override	420-6966
1	No Additional Power Cord	310-9057
1	NEMA 5-15P to C14 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord	310-8509
2	146GB 10K RPM Serial-Attach SCSI 2.5" Hot Plug Hard Drive	341-8715, 341-8715

TIPS / RMS Test AppServer - PowerEdge R610

1	Chassis for Up to Six 2.5-Inch Hard Drives	224-4848
1	Windows Server® 2008, Standard Edition, Includes 5 CALs	468-2306, 468-2342
1	PowerEdge R610 Shipping	330-4122
1	4GB Memory (2x2GB), 1066MHz Dual Ranked UDIMMs for 1 Processor, Adv ECC	317-0225
1	Dual Two-Port Embedded Broadcom® NetXtreme II 5709 Gigabit Ethernet NIC	430-1764
1	Intel® Xeon® E5540, 2.53Ghz, 8M Cache, 5.86 GT/s QPI, Turbo, HT	317-0203
1	Single Processor Only	311-3928, 317-0212
1	HD Multi-Select	341-4158
1	PERC 6/i SAS RAID Controller, 2x4 Connectors, Internal, PCIe, 256MB Cache	341-9254
1	Power Saving BIOS Setting	330-3491
1	iDRAC6 Express	467-8649
1	DVD ROM, SATA, Internal	313-7541
1	Bezel	313-7534
1	Electronic System Documentation and OpenManage DVD Kit	330-3523
1	RAID 1 for PERC 6/i or SAS 6/iR Controllers	341-8755
1	Sliding Ready Rails With Cable Management Arm	330-3520
1	3 Year ProSupport for End Users and Mission Critical 4HR 7x24 Onsite Pack	989-3439, 992-9952, 993-0172, 993-3650, 993-9369, 993-9457, 993-9458
1	No Installation	900-9997
1	Energy Smart Power Supply, Redundant, 502W	330-3516

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Amendment No. 2 - Agreement for Extended Service
Tiburon, Inc.

1	40GB Microsoft OS Partition Override	420-6966
1	No Additional Power Cord	310-9057
1	NEMA 5-15P to C14 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord	310-8509
1	146GB 10K RPM Serial-Attach SCSI 2.5" Hot Plug Hard Drive	341-8715, 341-8715

Distribution, Mapping & Backup Server - PowerEdge R610

1	Chassis for Up to Six 2.5-Inch Hard Drives	224-4848
1	Windows Server® 2008, Standard Edition, Includes 5 CALs	468-2306, 468-2342
1	PowerEdge R610 Shipping	330-4122
1	4GB Memory (2x2GB), 1066MHz Dual Ranked UDIMMs for 1 Processor, Adv ECC	317-0225
1	Dual Two-Port Embedded Broadcom® NetXtreme II 5709 Gigabit Ethernet NIC	430-1764
1	Intel® Xeon® E5540, 2.53Ghz, 8M Cache, 5.86 GT/s QPI, Turbo, HT	317-0203
1	Single Processor Only	311-3928, 317-0212
1	HD Multi-Select	341-4158
1	PERC 6/i SAS RAID Controller, 2x4 Connectors, Internal, PCIe, 256MB Cache	341-9254
1	Power Saving BIOS Setting	330-3491
1	iDRAC6 Express	467-8649
1	DVD ROM, SATA, Internal	313-7541
1	Bezel	313-7534
1	Electronic System Documentation and OpenManage DVD Kit	330-3523
1	RAID 1 for PERC 6/i or SAS 6/iR Controllers	341-8755
1	Sliding Ready Rails With Cable Management Arm	330-3520
1	3 Year ProSupport for End Users and Mission Critical 4HR 7x24 Onsite Pack	989-3439, 992-9952, 993-0172, 993-3650, 993-9369, 993-9457, 993-9458
1	No Installation	900-9997
1	Energy Smart Power Supply, Redundant, 502W	330-3516
1	40GB Microsoft OS Partition Override	420-6966
1	No Additional Power Cord	310-9057
1	NEMA 5-15P to C14 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord	310-8509
2	146GB 10K RPM Serial-Attach SCSI 2.5" Hot Plug Hard Drive	341-8715, 341-8715

Tape Backup Library - PV TL2000

1	PowerVault TL2000, 2U Library, LTO3-60 Half-Height, 1 SAS Drive	223-1045
1	Dual Ported PCI-Express SAS 5/E HBA (Connect Up To 2 SAS Tape Drives)	341-5016
1	One 6GB SAS cable, 4 meter, connects Tape Device to SAS HBA	341-5023
1	3Yr Basic Hardware Warranty Repair: 5x10 HW-Only, 5x10 NBD Onsite	970-8082, 980-4270, 985-3228, 985-3267, 990-9829
1	Tape Library Remote Configuration Assistance	986-3347
1	Tape Media for LTO-3, 400/800GB, 10 Pack	341-2626

Dell Equipment Rack and Console

1	Dell PowerEdge 4210 19-inch EIA Rack Enclosure, Frame, Doors, Side Panels including:	220-4494
1	Inside Delivery Service for Dell PowerEdge Rack System	460-0566
2	0U Power Distribution Units, 16 amp, 208vac (NEMA L6-20P) with IEC to IEC cords	310-1873
1	12 Amp, NEMA 5-15, Standard 115vac Power Strip	310-1875
1	Side Stabilizer	310-1791
1	1U Rack Console with RapidRails, 15" TFT LCD display, 83 keyboard, 15-FP	310-4226
1	Type 3 Contract - Next Business Day Parts and Labor On-Site Response, Three (3) Years	900-6220, 900-6222

Avocent KVM Switch

1	Avocent Autoview 1 user, 8 system KVM Switch provides PS/2, USB, Sun and serial connectivity	AV1415-001
8	Avocent 10ft USB CAT 5 integrated access cable	USBIAC-10

Microsoft (Database Software)

2	Microsoft SQL Server 2008 Standard - License - 1 processor - Open Business - Win - Single Language Microsoft SQL Server 2008 Standard - license	228-08617

Symantec (Backup Exec)

1	Symantec Backup Exec 12.5 for Windows Servers License	14348071
1	Symantec Additional Essential 12 Months Support for Backup Exec Server 12.5 for Windows Servers License	14348080
6	Symantec Backup Exec 12.5 Agent for Windows Systems License	14353948

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6	Symantec Additional Essential 12 Months Support for Backup Exec 12.5 Agent for Windows Systems License	14353918

Winzip

8	WinZIP Standard Single-User License	12132368

Symantec (pcAnywhere)

8	Symantec pcAnywhere Host & Remote - (v. 12.1) - complete package	12132368

Exhibit 3
Workstation Recommendations

For Call-Taker workstations on systems with mapping two displays are recommended. One display is supported, but most clients find that they prefer a second display for use with the CAD Status Map.

For Dispatch workstations on systems with mapping three displays are recommended. Two displays are supported, but most clients find that they prefer a third display for use with the CAD Status Map.

Alternatively wide aspect ratio (16:9) displays can be used. In this case, fewer displays per position are probably sufficient. The actual final configuration is up to each client's preferences, budget and the amount of console desktop space available.

<u>Operating System Levels</u>

- Windows 2003 32-bit Standard Edition or Enterprise for Application Servers.

- Windows 2003 64bit Standard Edition or Enterprise for Database Servers.

Prior to placing any order for hardware, you must run the specifications by Tiburon in order to ensure that whatever you place on order will work with your new system.

OptiPlex 760 Minitower, Intgagrated Video, Single Monitor
RMS or CAD

OptiPlex 760 Minitower Base Standard PSU (224-2211)
Genuine Windows Vista® Business Bonus-Windows XP Professional downgrade (467-7451)

Intel® Pentium® Dual Core Processor E5200(2.50GHz,2M,800MHz,FSB) (317-0173)

3GB DDR2 Non-ECC SDRAM,800MHz, (3 DIMM) (311-9528)
Dell USB Keyboard, No Hot Keys (330-1987)
Dell 19 inch E198FP Flat Panel, Analog (320-5578
Integrated Video, Intel® GMA 4500 (320-7407)
250GB SATA 3.0Gb/s and 8MB DataBurst Cache™ (341-5474)
No Floppy Drive (341-3909)
Dell USB Optical Mouse with Scroll, All Black Design (330-2733)
Intel Standard Manageability, Hardware Enabled Systems Management (330-2902)

16X DVD+/-RW SATA, Roxio Creator™ CyberlinkPowerDVD™ (313-7104, 420-7963, 420-9179)

Heat Sink for Intel Celeron Core 2 Duo Processors, Minitower (311-9522)
No Speaker, OptiPlex (313-4825)
OptiPlex 760 Minitower Standard Power Supply (330-1980)
Opti 760 Documentation English (330-1710, 330-1711)
Dell Energy Smart Power Management Settings Enabled (310-9504)
Resource DVD - contains Diagnostics and Drivers for Vista systems (330-2019)

3 Year Basic Limited Warranty and 3 Year NBD On-Site Service (991-3742, 991-6470, 992-6527, 992-6528)
No Onsite System Setup (900-9987, 900-9987)
Shipping Material for System, Minitower (330-1186)
Vista Premium Downgrade Relationship Desktop (310-9161)

OptiPlex 760 Minitower, Dual Port Video, Two Monitors
CAD

OptiPlex 760 Minitower Base Standard PSU (224-2211)
Genuine Windows Vista® Business Bonus-Windows XP Professional downgrade (467-7451)

Intel® Pentium® Dual Core Processor E5200(2.50GHz,2M,800MHz,FSB) (317-0173)

3GB DDR2 Non-ECC SDRAM,800MHz, (3 DIMM) (311-9528)
Dell USB Keyboard, No Hot Keys (330-1987)
Dell 19 inch E198FP Flat Panel, Analog (320-5578)
Dell 19 inch E198FP Flat Panel, Analog (320-5578)
256MB ATI RADEON HD 3450 (Dual DVI/ VGA /1 TV-out), full height (320-7361)

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Tiburon, Inc.
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250GB SATA 3.0Gb/s and 8MB DataBurst Cache™ (341-5474)
No Floppy Drive (341-3909)
Dell USB Optical Mouse with Scroll, All Black Design (330-2733)
Intel Standard Manageability, Hardware Enabled Systems Management (330-2902)

16X DVD+/-RW SATA, Roxio Creator™ CyberlinkPowerDVD™ (313-7104, 420-7963, 420-9179)

Heat Sink for Intel Celeron Core 2 Duo Processors, Minitower (311-9522)
No Speaker, OptiPlex (313-4825)
OptiPlex 760 Minitower Standard Power Supply (330-1980)
Opti 760 Documentation English (330-1710, 330-1711)
Dell Energy Smart Power Management Settings Enabled (310-9504)
Resource DVD - contains Diagnostics and Drivers for Vista systems (330-2019)

3 Year Basic Limited Warranty and 3 Year NBD On-Site Service (991-3742, 991-6470, 992-6527, 992-6528)
No Onsite System Setup (900-9987, 900-9987)
Shipping Material for System, Minitower (330-1186)
Vista Premium Downgrade Relationship Desktop (310-9161)

OptiPlex 760 Minitower, Dual Port Video, Three Monitors

CAD
OptiPlex 760 Minitower Base Standard PSU (224-2211)
Genuine Windows Vista® Business Bonus-Windows XP Professional downgrade (467-7451)

Intel® Pentium® Dual Core Processor E5200(2.50GHz,2M,800MHz,FSB) (317-0173)

3GB DDR2 Non-ECC SDRAM,800MHz, (3 DIMM) (311-9528)
Dell USB Keyboard, No Hot Keys (330-1987)
Dell 19 inch E198FP Flat Panel, Analog (320-5578
Dell 19 inch E198FP Flat Panel, Analog (320-5578
Dell 19 inch E198FP Flat Panel, Analog (320-5578
Integrated Video, Intel® GMA 4500 (320-7407)
250GB SATA 3.0Gb/s and 8MB DataBurst Cache™ (341-5474)
No Floppy Drive (341-3909)
Dell USB Optical Mouse with Scroll, All Black Design (330-2733)
Intel Standard Manageability, Hardware Enabled Systems Management (330-2902)

16X DVD+/-RW SATA, Roxio Creator™ CyberlinkPowerDVD™ (313-7104, 420-7963, 420-9179)

Heat Sink for Intel Celeron Core 2 Duo Processors, Minitower (311-9522)
No Speaker, OptiPlex (313-4825)
OptiPlex 760 Minitower Standard Power Supply (330-1980)
Opti 760 Documentation English (330-1710, 330-1711)
Dell Energy Smart Power Management Settings Enabled (310-9504)

Resource DVD - contains Diagnostics and Drivers for Vista systems (330-2019)

3 Year Basic Limited Warranty and 3 Year NBD On-Site Service (991-3742, 991-6470, 992-6527, 992-6528)
No Onsite System Setup (900-9987, 900-9987)
Shipping Material for System, Minitower (330-1186)
Vista Premium Downgrade Relationship Desktop (310-9161)
FireMV 2400 PCIe 256MB Quad Video Adapter (A1239684)

Dell Precision Workstation T5400, Dual Port Video, Two Monitors, Two Drives RAID-1

GDO or Other
Quad Core Intel® Xeon® Processor E5420 (2.50GHz, 2X6M L2,1333) (223-4595)

Genuine Windows Vista® Business Bonus-Windows XP Professional downgrade (467-6061)

4GB, DDR2 SDRAM FBD Memory, 667MHz, ECC (4 DIMMS) (311-7681)
USB Entry Quietkey, No Hot Keys (310-7949)
Dell 19 inch™ E1909W Widescreen Flat Panel (320-7185)
256MB PCIe x16 nVidia Quadro FX570, Dual Monitor DVI Capable (320-5865)

320GB SATA 3.0Gb/s,7200 RPM Hard Drive with 8MB DataBurst Cache™ (341-5354)

C9 All SATA drives, RAID 1, 2 drive total configuration (341-5342)
No Floppy Drive (341-3429)
New Dell USB Optical Mouse with scroll, All Black Design (310-9602)
Mini-Tower Chassis Configuration (313-5871)
16X DVD+/-RW w/ Cyberlink PowerDVD™ and Roxio Creator™ Dell Ed (313-5709, 420-7980, 420-9179)

No Speaker option (313-2663)
Resource DVD - Contains Diagnostics and Drivers (313-5659)
320GB SATA 3.0Gb/s,7200 RPM Hard Drive with 8MB DataBurst Cache™ (341-5360)

3 Year Limited Hardware Warranty with Next Business Day On-Site Service (984-1382, 984-8020, 988-8377, 988-8388, 991-2878)
No Onsite System Setup (900-9987)
Dell 19 inch™ E1909W Widescreen Flat Panel (320-7185)
Vista Premium Sticker (310.9161)

EXHIBIT B

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

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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	TIBURON
Signature of Authorized Representative	_Signature of Authorized Representative_
James C. Adolphus	Charles H. Bridges Jr.
Name	Name
County Judge	Vice President and Chief Financial Officer
Title	Title
October 30, 2000	June 26, 2000
Date	Date

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 – Larry Nemec
CLIENT # M650-10

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.

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

Software Model	Months	CPU Make	Start	End	Total Fees
CAD	12		11/1/10	10/31/11	$ 48,948.00
PRMS	12		11/1/10	10/31/11	$ 41,930.00
24x7 Coverage	12		11/1/10	10/31/11	$ 7,000.00
CMS	12		11/1/10	10/31/11	$ 36,841.00
ARS	12		11/1/10	10/31/11	$ 18,616.00
AVL	12		11/1/10	10/31/11	$ 4,862.00
911 Mapping	12		11/1/10	10/31/11	$ 15,020.00
Oracle Support	12		11/1/10	10/31/11	$ 100.00
				Total	$ 173,317.00

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).

Fort Bend County Ex A 2010   Page 1 of 1

<u>EXHIBIT B</u>

TO THE AGREEMENT FOR EXTENDED SERVICE

SCHEDULE OF SERVICES AND CHARGES

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

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

BASIC SERVICES

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

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

The following is paraphrased from the recently adopted Bylaws.

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

"24/7" SERVICE OPTION $7,000 per year/per system   _____
                                                                      (initial)

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

NEW PRODUCTS

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

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.

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Tiburon, Inc.
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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, Pleasanton, California 94588 and the County of Fort Bend ("*County*"), is made to amend the Agreement for Extended Services dated June 22, 2000 ("*Contract*") between Tiburon, Inc. and the County.

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

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

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

1. The parties hereby mutually agree to add the following provision to the Contract:
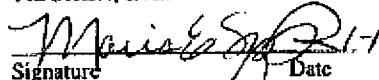
"15. TRAVEL POLICY

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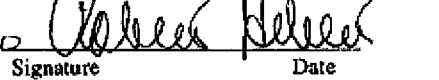
II. All other terms and conditions of the Contract remain unchanged and in full force and effect.

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

TIBURON, INC.	COUNTY OF FORT BEND
Signature _____ Date 1-14-10	Signature _____ Date
Name: MARIA SZYMANEK	Name: Robert Hebert Jan.22,2010
Title: VP FINANCE	Title: County Judge

Amendment No. 2 - Agreement for Extended Service
Tiburon, Inc.