

THE STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

AMENDMENT NO. 3
 AGREEMENT FOR EXTENDED SERVICES

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

RECITALS

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

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

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

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EXECUTION

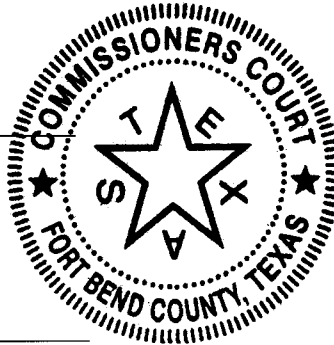
This Amendment No. 3 shall become effective upon execution by County.


FORT BEND COUNTY:


Robert E. Hebert, County Judge

1-28-2011
Date


Attest: 
Dianne Wilson, County Clerk



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

1-26-2011
Date

TIBURON, INC.


Signature
Printed Name: Maria Szymanski
Title: CFO

1-11-11
Date

I:Mary/Tiburon.2011.Amendment No. 3.3357

AUDITOR'S CERTIFICATE

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


Ed Sturdivant, Fort Bend County

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

EXHIBIT A



Tiburon, Inc.
26011 Middlefield Drive
Suite 400
Palo Alto, CA 94308
USA
925.621.2200
925.621.2797
www.tiburon.com

December 10, 2010

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

Subject: Enhancement Proposal (EP) – 514C: Brazos Technology Interface
Reference: Agreement for Extended Service between Fort Bend County, TX and Tiburon Inc., dated June 22, 2000, as amended by the parties.

Dear Larry:

Tiburon, Inc. is pleased to present Fort Bend County (hereinafter, "Client") with this Enhancement Proposal to provide an interface between the Tiburon Records Management System and an external E-Citation system: Brazos Technology (hereinafter, referred to as the "Proposal").

Scope Description and Responsibilities

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

Price Description

- 1) Proposal firm fixed price: \$15,912
- 2) The Tiburon Annual Maintenance Fee will increase by the following amount as a result of this Proposal: \$1,361
- 3) One (1) Year Warranty is not included.
- 4) Training and Documentation is not included.
- 5) Travel and on-site time is not included.
- 6) This Proposal does not include any taxes levied by a government agency. Taxes, if applicable are the sole responsibility of the Client.

Effective Date and Payment Schedule

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

2) Payment Schedule:

- 50% Upon Tiburon receipt of the signed acceptance of this Proposal.
- 50% Upon achievement of the listed completion criteria.

3) Client's acceptance of this Proposal in the signature block provided below, authorizes Tiburon to proceed with the work described herein and confirms funding will be obligated. Any requisite contractual documents required by Client's purchasing procedures are the responsibility of the Client.

4) The terms and conditions of the above referenced Agreement, and this Proposal prevail regardless of any conflicting or additional terms and conditions on any Purchase Order or other correspondence. Any contingencies or additional terms obtained on any Purchase Order are not binding upon Tiburon. All Purchase Orders are subject to approval and acceptance by Tiburon.

5) This fixed price Proposal is valid through December 15, 2010

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 at 925-699-1462 at your convenience.

Sincerely,



Sean O'Grady
Account Manager

Attachments:
Exhibit 1: Statement of Work

By this signature, Client accepts this Proposal

Signature

Date

Printed Name / Title

Exhibit 1

Statement of Work

Scope Description

Tiburon will provide the license and technical services for the standard E-citation interface to Brazos Technologies. This interface will allow the Fort Bend County Sheriff's Office to upload data from Brazos Technologies to Tiburon's Record Management System.

The solution will take the form of reading a fixed length formatted ASCII files provided by the client in a designated location on the Tiburon RMS server, checking for field edits and adding the data to the RMS citation database. Tiburon will provide the file format. There will be an automatic process to continuously scan the designated import folder for files to be uploaded. The loaded citation data will be accessed and viewed in the RMS Citation application.

Tiburon Responsibilities

- 1) Prepare internal design.
- 2) Modify the application per the "Scope Description."
- 3) Install the modified code in the client's test environment.
- 4) Correct any discrepancies in operation, based on the "Scope Description," post client testing.
- 5) Install the modified code in the client's production environment.

Client Responsibilities

- 1) Designate a person to be the principal point of contact for all technical questions and administrative arrangements relating to this Enhancement Proposal.
- 2) Provide VPN access to Tiburon development personnel.
- 3) Test the code for conformance with the "Scope Description."

Completion Criteria

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

Fort Bend County Sheriff's Office
Enhancement Proposal (EP) – 514C: Brazos Technology Interface
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invoice(s) will be issued and will be payable in accordance with the payment terms of this Enhancement Proposal.

EXHIBIT A

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

CONTACT - Larry Nemec
CLIENT # M650-10

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.

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

[illegible]

Fort Bend County Ex A 2010

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

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

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

BASIC SERVICES

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

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

The following is paraphrased from the recently adopted Bylaws.

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

"24/7" SERVICE OPTION

\$7,000 per year/per system

(initial)

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

NEW PRODUCTS

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

TECHNICAL SERVICE RATES

1. Technical Service Rates

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

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

2. Materials, Travel and Per Diem Expenses

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

3. Call-Out Charges

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

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

4. Remote Access

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

\$500 per month per system supported

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

EXHIBIT 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

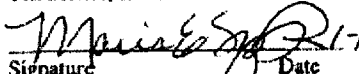
All vendors and/or contractors who are required to travel to Fort Bend County to provide services shall be subject to the Fort Bend County Travel Policy to control travel expenditures and facilitate proper reporting and compliance with applicable state and federal regulations. In the event vendors/contractors 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."

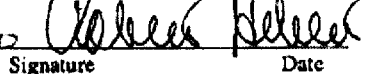
- II. All other terms and conditions of the Contract remain unchanged and in full force and effect.

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

TIBURON, INC.

COUNTY OF FORT BEND

 1-14-10



Signature _____ Date _____
Name: MARIA SZYMANEK
Title: VP FINANCE

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

Exhibit D

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AMENDMENT NO. 2 AGREEMENT FOR EXTENDED SERVICES

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

RECITALS

WHEREAS, County and Tiburon previously entered an Agreement for Extended Service dated June 22, 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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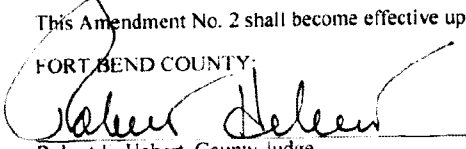
Amendment No. 2 - Agreement for Extended Service
Tiburon, Inc.
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Amendment No. 3 - Agreement for Extended Service 514C: Brazos Technology Interface
Tiburon, Inc.
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EXECUTION

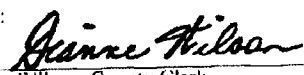
This Amendment No. 2 shall become effective upon execution by County.

FORT BEND COUNTY:


Robert E. Hebert, County Judge


10-26-2010
Date

Attest:


Dianne Wilson, County Clerk



Approved:


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

10-27-10
Date

TIBURON, INC.


Signature

Printed Name: Maria E. Sigurdson

Title: CEO

10-27-2010
Date

I:\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

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



Tiburon, Inc.
10000
10000
10000

October 8, 2010

Captain Larry Riendeau
Fort Bend County Sheriff's Office
1416 Ransom Road
Richmond, TX 77469

Subject: Enhancement Proposal (EP) - 500574: 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 I, 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.

Lieutenant Larry Riendeau
Fort Bend County Sheriff's Office
Enhancement Proposal (EP) - 290574: UNIX/Windows Migration
Page 2 of 3

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 RetormatDESIGNER is included.
- 5) Payment Schedule:

Fort Bend County Migration				
SOW	Task Description	%	Payment	Services
Task			Basis	
	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

Amendment No. 2 - Agreement for Extended Service
Tiburon, Inc.
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Amendment No. 3 - Agreement for Extended Service 514C: Brazos Technology Interface
Tiburon, Inc.
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Lieutenant Larry Riendeau
Fort Bend County Sheriff's Office
Enhancement Proposal (EP) - 290574: UNIX/Windows Migration
Page 3 of 3

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

Amendment No. 2 - Agreement for Extended Service
Tiburon, Inc.
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Amendment No. 3 - Agreement for Extended Service 514C: Brazos Technology Interface
Tiburon, Inc.
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