

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

AMENDMENT NO. 4
AGREEMENT FOR EXTENDED SERVICES

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

RECITALS

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

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

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

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EXECUTION

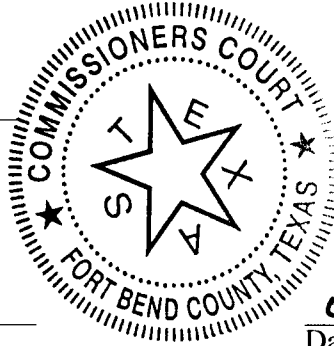
This Amendment No. 4 shall become effective upon execution by County.

FORT BEND COUNTY:

Robert E. Hebert
Robert E. Hebert, County Judge

6-5-12
Date

Attest: *Dianne Wilson*
Dianne Wilson, County Clerk



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

06 08 2012
Date

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

6.5.2012
Date

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

AUDITOR'S CERTIFICATE

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

[Signature]
Ed Studdert, Fort Bend County Auditor

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

EXHIBIT A



Tiburon, Inc.
5700 Stonebroke Mill Road
Suite 400
Houston, TX 77058
USA
T: 925.621.2700
F: 925.621.2799
www.tiburon.com

April 23, 2012

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

Subject: Enhancement Proposal (EP) – 1434: Coplogic Desk Officer Online Reporting System

Reference: Agreement for Extended Service between Fort Bend County, TX and Tiburon, Inc., effective date June 22, 2010.

Dear Captain Riendeau:

Tiburon, Inc. is pleased to present the Fort Bend Sheriff's Office (hereinafter, referred to as the "Client") with this Enhancement Proposal to provide the Desk Officer Online Reporting System as an annual subscription service ("DORS") from Coplogic (hereinafter, referred to as the "Proposal")

Scope Description and Responsibilities

The attached Exhibit 1, Statement of Work ("SOW") and Exhibit 2, Coplogic DORS Scope of Work Document, describes the project tasks, responsibilities of each party and defined completion criteria.

Price Description

- 1) Proposal firm fixed price: \$40,000
- 2) Following achievement of the completion criteria set forth in the SOW, the Tiburon Annual Maintenance Fee will increase by \$18,375 effective the following maintenance renewal period. DORS is provided to Client on an annual subscription service basis, and must be renewed annually by providing payment in full when due for continued maintenance and support services.
- 3) Warranty is not included.
- 4) Training and documentation is included as set forth in the SOW.
- 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 completion criteria set forth in the SOW

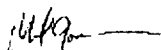
Note: No scheduling of resources will occur until after the first payment milestone is paid. This Proposal may be cancelled at Tiburon's discretion upon written notice to Client if the first payment milestone is not paid when due.
- 3) Client's acceptance of this Proposal in the signature block provided below, authorizes Tiburon to proceed with the work described herein and confirms funding will be obligated. Any requisite contractual documents required by Client's purchasing procedures are the responsibility of the Client.
- 4) The terms and conditions of the above referenced Agreement, and this Proposal prevail regardless of any conflicting or additional terms and conditions on any Purchase Order or other correspondence. Any contingencies or additional terms obtained on any Purchase Order are not binding upon Tiburon. All Purchase Orders are subject to approval and acceptance by Tiburon
- 5) This fixed price Proposal is valid through April 30, 2012.

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Fort Bend County Sheriff's Office
Enhancement Proposal (EP) – 1434: Coplogic DeskOfficer Online Reporting System
Page 3 of 8

Upon review and acceptance of this Proposal, please sign below and return the signed copy of the Proposal to Clark Nethers via e mail at clark.nethers@tiburoninc.com. If you have any questions or require further information, please contact Clark at (925) 699-1462 at your convenience.

Sincerely,



Mila Garcia
Vice President, Contracts and Procurement

Attachments.

Exhibit 1: Statement of Work

Exhibit 2: CopLogic, Inc. DeskOfficer Online Reporting System (DORS) Scope of Services Document

cc: Clark Nethers, Account Manager

By this signature, Client accepts this Proposal EP-1434:

Signature

Date

Printed Name / Title

Exhibit 1 Statement of Work

Scope Description

Remotely, provide the DeskOfficer Online Reporting System ("DORS") from Coplogic.

Deploy the import process that will read files supplied by CopLogic from a directory and load the data into ARS.

Tiburon Responsibilities

- 1) Through Coplogic, perform the Licensor responsibilities set forth in Exhibit 2.

Client Responsibilities

- 1) Designate a person to be the principal point of contact for all technical questions and administrative arrangements relating to this Proposal.
- 2) Provide VPN access to Tiburon development personnel.
- 3) Perform Client responsibilities listed in Exhibit 2.

Completion Criteria

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

Exhibit 2

Coplogic, Inc. DeskOfficer Online Reporting System (DORS)

Scope of Services Document

Coplogic ("Licensor") has designed and built an Online Reporting System for Police Departments that provides data to a specified database structure. The Online Reporting System uses the J2EE standard. The system is designed to gather information on crimes from a member of the general public (user) via an SSL connection. DORS will issue a temporary report number to the user and place the temporary report into an administrative holding area for review and modification by appropriate administrator. An email is generated to the user that the report has been submitted. The administrator logs in via an SSL connection and approves, rejects, edits or prints reports as appropriate. Rejecting a report deletes it from the system and sends an appropriate email to the user. Approving the report issues a number, places it in a queue to be exported, and sends an appropriate email to the user. The administrator can download the approved report or print the report out.

A. SETUP AND CUSTOMIZATION

Client Responsibilities:

1. Coordinate with Licensor to establish schedule for deployment.
2. Provide website header image and one small image for temporary citizen report and one small image for final printed PDF report, which is automatically emailed to citizen after report approval.
3. Load provided HTML pages onto Client's server which links to Licensor's servers for DORS
4. Provide Licensor with the schema for the desired file format and/or Database schema and account with read/write access and test environment with current configuration.
5. Provide Licensor with VPN access to the exporter and RMS application(s)
6. Provide timely responses to Licensor's questions, which may arise during the setup and customization process.

Licensor's Responsibilities:

1. Coordinate with Client to establish schedule for deployment
2. Load provided images onto the Licensor's secure, redundant network and register Client within the network
3. Provide Client with Administrator password and credentials for the program
4. Provide sample operational directives, deployment strategies and sample press release.

- a. Licensor will provide Client with contact personnel at other agencies currently using DORS as well as: provide suggestions for the deployment of DORS
- b. Licensor will provide instructions on the easy setup of a kiosk for Client's Police Department Headquarters lobby, etc.

Completion Criteria:

This task is considered complete after Licensor has delivered listed materials and the software is active and accessible on the Client's website.

B. SOFTWARE CONFIGURATION

Client's Responsibilities:

1. Coordinate with Licensor for web training session on administering the program, using the dynamic creation tools, "Triple Lock" login features, user account including deploying the "Secure side filing feature".
2. Using the administrator account, login in and configure the code tables, crime types, user account, and dynamic content for Client
3. Test the interface with the RMS application.
4. Review resulting files with Licensor, document any problems, and collaborate with Licensor on a plan for corrective action(s)

Licensor's Responsibilities:

1. Coordinate with Client for web training session on administering the program, using the dynamic creation tools, "Triple Lock" login features, user account including deploying the "Secure side filing feature"
2. Configure export routine for the RMS Interface.
3. Review resulting files with Client, document any problems, and collaborate with Client on a plan for corrective action(s).

Completion Criteria:

This task is considered complete when the Desk Officer Online Reporting System is accessible on the web server, reports can be filed and interfaced into the RMS.

C. CONTINUING MAINTENANCE

Client's Responsibilities:

1. During the term of Client's use of the DORS software and subject to Client prior approval, Client agrees to serve as a reference for the DORS software. Such references may include activities such as (i) reference calls with mutually acceptable prospects; (ii) a published "success story" describing the

partnership with Licensor; (iii) the use of Client's name in Licensor marketing activities; or (iv) a favorable reference of Licensor to an industry analyst or at an industry conference

2. The Client Agrees to:

- (a) Furnish descriptions of problem(s) in the form reasonably requested by Tiburon or Coplogic Support representatives;
 - (b) Assist Coplogic's efforts to reproduce the problem(s) in the applicable operating environment, and
 - (c) Make available qualified, trained staff on-site to carry out Tiburon or Coplogic's instructions and/or provide remote access to system(s) as requested by Tiburon or Coplogic.
3. The Client shall designate a contact(s) to provide routine end user support for the Client personnel concerning DORS.
 4. Access to Data and System. The Client agrees to provide Coplogic with data dumps, as requested, remote access to the DORS system, and with sufficient test time on the Client's computer system to duplicate the problem, to certify that the problem is with DORS, and to certify that the problem has been corrected.
 5. The Client shall install and maintain for so long as Client subscribes to the DORS services, a reasonable and satisfactory method of direct remote computer access to DORS. The Client shall pay for the installation and maintenance of such access. Tiburon or Coplogic shall use this access service in connection with error correction, software updating and user support only.
 6. The Client must upgrade DORS in its entirety to the most recent version within seven (7) business days of the release of any updates or modifications of DORS unless otherwise mutually agreed. Coplogic will not be obligated to provide support for release versions that are more than two (2) release versions older than the current version unless mutually agreed to in writing by the parties. Coplogic agrees that all release versions will be tested for installation in a computer environment substantially similar to the Client's and that all releases will be free of material defects that would affect the orderly continuation of Client's use of DORS.
 7. The Client agrees that, subject to and in accordance with the Client's internal policies and guidelines, it will upgrade the computer operating software, hardware and underlying database engines of the DORS software as necessary to meet the changing requirements of the DORS software as specified by Coplogic as part of a current release, or as the parties mutually agree. The Client agrees that, subject to and in accordance with the Client's internal policies and guidelines, it will maintain appropriate licenses for the computer operating software and underlying database engines required by DORS. The parties agree that Coplogic is not obligated to ensure that its new release of the DORS software is compatible with outdated (exceeding four (4) years from date of initial release) hardware, computer operating software or database engines).

Licensur's Responsibilities:

1. **Generally.** During the term of Client's subscription period, Coplogic shall provide to the Client a subscription license, as well as support and maintenance for the DORS software in accordance with the terms of this Proposal. Support includes, without limitation, periodic review of current outstanding questions and usage issues, the provision of new and upcoming releases of updates, and customizations and enhancements made to the DORS software that the Client is licensed to use that are generally made available without additional charge to users of the DORS software.
2. **New Releases.** Coplogic will, from time-to-time issue new releases of the DORS software, and when it does, it will immediately provide a copy of the release documentation, and updated user or system documentation. If any part of the Client's custom code is not part of the general release delivered by Coplogic, then Coplogic will assist and provide guidance for integrating the custom code into the new release. Any time taken to modify or repair unauthorized changes that may require Coplogic assistance to modify may be billed at Coplogic's then current pricing schedule.
3. **Exceptions.** Coplogic is not responsible for maintaining unauthorized Client modified portions of the DORS software, Client data files or for maintaining portions of the DORS software affected by unauthorized Client modified portions of the DORS software. The Client agrees that the equipment on which the DORS software operates will be operating properly at all times and must have been and continue to be properly maintained by the manufacturer of the equipment or a properly qualified service organization. Corrections for difficulties or defects traceable to the Client's errors or unauthorized changes, Client's hardware, or conflicts with other software not identified by Coplogic as compatible or part of the recommended operating environment may be subject to billing at Coplogic's current standard time and material charges. The Client will be responsible for properly testing and applying routine virus updates and security patches without the need for additional Coplogic's notification. Coplogic will be responsible for testing Coplogic's software updates prior to making them available to the Client. The Client acknowledges responsibility for testing Coplogic's software updates before applying them to the Client's production systems. For servers running Coplogic's software, the Client acknowledges responsibility for communicating with Coplogic prior to installation of non-Coplogic's software service packs, implementation of new releases or versions of non-Coplogic's software, or installation of new non-Coplogic's software products. Except for emergency replacement of a failing server, the Client acknowledges responsibility for communicating with Coplogic prior to replacing a server on which Coplogic's software is being used. Coplogic is not responsible for changes if related to or caused by software not provided by Coplogic. For workstations running Coplogic's software, the Client acknowledges responsibility to test new workstation configurations, software service packs, new releases or versions of software, and new software products prior to implementation.
4. **Limitations.** Coplogic may, in its sole discretion, limit or suspend Client's access to support, pursuant to this Subscription and Support Agreement, where (1) Client is in material default under the terms of this Subscription and Support Agreement (non-payment is deemed to be a material default), or (2) Client fails to provide adequately trained staff to administer the DORS software. Prior to limiting or suspending support, Coplogic will give the Client 45 days written notice of its intention to do so and actively participate with the Client to remedy any such default or failure.

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:

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

"15. TRAVEL POLICY

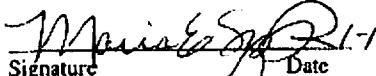
All vendors and/or contractors who are required to travel to Fort Bend County to provide services shall be subject to the Fort Bend County Travel Policy to control travel expenditures and facilitate proper reporting and compliance with applicable state and federal regulations. In the event vendors/contractors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

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

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

TIBURON, INC.

COUNTY OF FORT BEND


Signature _____ Date 1-14-10
Name: MARIA SZYMAK
Title: VP FINANCE

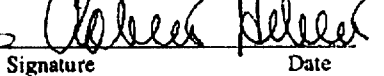

Signature _____ Date
Name: Robert Hebert Jan. 22, 2010
Title: County Judge

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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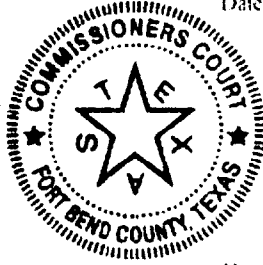
EXECUTION

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

Robert E. Hebert
Robert E. Hebert, County Judge

Date 10-26-2010

Attest
Danne Wilson
Danne Wilson, County Clerk



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

Date 10-27-10

TIBURON, INC.
[Signature]
Signature
Printed Name: [Name]
Title: [Title]

Date 10-27-10

(May Tiburon 2011 Amendment No. 2) 57

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.

[Signature]
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.
Page 2 of 52

EXHIBIT A



October 21, 2014

Clipping Unit, Revenue
and Bond Finance Services Office
410 Ransom Road
Richmond, CA 94801

Vendor: Salazar/Smith IT Services, LLC, 570 Lincoln Avenue, Menlo Park
Reference: RFQ 140921-04, Request for Proposals for Clipping Unit and Finance
Information Systems, 2014-2015

Dear Clipping Unit:

Tiburon, Inc. is pleased to present the most kind and friendly offer to provide the Clipping Unit and Finance Information Systems Migration. The Tiburon Window Platform on the Linux platform is the most innovative solution in the Proposal.

Basic Description and Requirements:

The attached is a brief statement of work and price details for the Clipping Unit and Finance Information Systems Migration project.

Price Breakdown:

1. Proposal price breakdown:

• ClippingCAD Migration	\$40,000
• MobileCOM Migration	2,050,000
• CLARION/PROS and/or RFD/EDP Migration	2,700,000
• Tiburon Technical Services	<u>9,800,000</u>
Total	\$721,993

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

2. The Tiburon Annual Maintenance Fee will increase annually. The fee is included in the proposal and will be included with the annual maintenance fee to the Client's department as a portion of the Proposal - \$21,750

3. This Proposal does not include any services provided by a government agency. Tiburon is responsible for the services provided by the Client.

Amendment No. 2 - Agreement for Extended Service
Tiburon, Inc.
Page 3 of 52

Contract name: Larry R. Stendean
 Fort Bend County Sheriff's Office
Enhancement Proposal (EP) - 200570 - County Warrants Migration
 Page 1 of 7

Project - Date and Payment Schedule

The work described herein will be performed at the discretion of the County upon the acceptance of this Proposal.

20. The proposal fees do not include hardware.

21. The proposal fees do include **required** software.

22. The item number 515280 B is included.

See payment schedule.

Fort Bend County Migration				
SOW	Task Description	%	Payment	Services
Task			Basis	
	Tiburon Contract Amount			\$ 7,21,983.00
	PHASE I TASKS			
	Project Initiation	10%	Milestone	721,983.00
	Initial Data Conversion	5%	Milestone	360,991.50
	Functional Demonstration	10%	Milestone	721,983.00
	Application Training	10%	Milestone	721,983.00
	Cutover	15%	Milestone	1,082,974.50

23. Upon acceptance of this Proposal, the remaining fee proposed to be paid to Tiburon, Inc. shall be provided with the work described herein and until the funding will be provided. Any required hardware and software required by Tiburon, Inc. purchasing procedures are the responsibility of Tiburon, Inc.

The terms and conditions of the Reference Agreement for Extended Service between Fort Bend County, Texas, Tiburon, Inc. (effective date July 21, 2000) and the Proposal provisions shall prevail in the event of additional terms and conditions on any Purchase Order or other correspondence.

Lieutenant Larry Riendeau
Fort Bend County Sheriff's Office
Enhancement Proposal 1434 - 2005/1/3 N/A Windows Migration
Page 3 of 3

contingence or additional terms. In addition, all Purchase Orders are not binding until received and all Purchase Orders are subject to approval and acceptance by Tiburon.

5. The fixed price Proposal and the non-fixed price Proposal, when combined as stated by Tiburon in writing, form the Client's acceptance.

6. If you have any questions or need further information, please contact me at (281) 999-0182. If you have any questions or need further information, please contact me at (281) 999-0182. If you have any questions or need further information, please contact me at (281) 999-0182.

Accepted/Agreed:
William Martinez

Attachments:
Exhibit 1 - Statement of Work
Exhibit 2 - Server Requirements

By this signature, I agree to the terms and conditions of the Proposal.
By this signature, I agree to the terms and conditions of the Proposal.

Signature

Date

Printed Name - Title

Amendment No. 2 - Agreement for Extended Service
Tiburon, Inc.
Page 5 of 52

EXECUTION

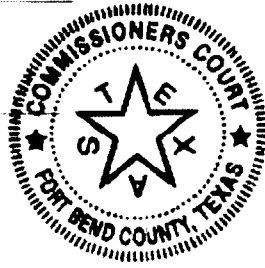
This Amendment No. 3 shall become effective upon execution by County.

FORT BEND COUNTY:

Robert E. Hebert
Robert E. Hebert, County Judge

1-23-2011
Date

Attest
Dianne Wilson
Dianne Wilson, County Clerk



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

1-26-11
Date

FIBURON, INC.

Maria Segura
Signature
Printed Name: Maria Segura
Title: CEO

Date

1 May Tiburon 2011 Amendment No. 3 5:57

AUDITOR'S CERTIFICATE

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

Ed Sturdivant
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