

STATE OF TEXAS

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COUNTY OF FORT BEND

**AMENDMENT NO. 5 TO AGREEMENT FOR EXTENDED SERVICES**

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

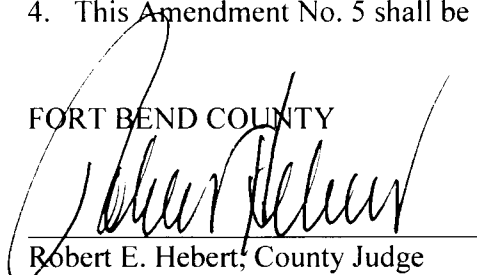
WHEREAS, County and Tiburon previously executed an Agreement for Extended Service dated June 22, 2000, Amendment No. 1 dated January 22, 2010, Amendment No. 2 dated October 26, 2010, Amendment No. 3 dated January 28, 2010, and Amendment No. 4 dated June 5, 2012 (collectively, the "Agreements") Attached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

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

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

FORT BEND COUNTY


TIBURON, INC.

  
Robert E. Hebert, County Judge

  
Scott Carroll, Contracts Manager


11-25-14  
Date

ATTEST:

  
Dianne Wilson, County Clerk



Approved:

  
Captain Robin Frazier,  
Fort Bend County Sheriff's Office

**AUDITOR'S CERTIFICATE**

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

  
Robert Ed Sturdivant, County Auditor

Attachments:

Exhibit A – Tiburon Enhancement Proposal 3468 CIT Data Module

Exhibit B – Agreement for Extended Service

Exhibit C – Amendment No. 1 dated January 22, 2010

Exhibit D – Amendment No. 2 dated October 26, 2010

Exhibit E – Amendment No. 3 dated January 28, 2011

Exhibit F – Amendment No. 4 dated June 5, 2012



August 26, 2014

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

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

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

Dear Mr. Patti:

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

Scope Description and Responsibilities

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

Price Description

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

Effective Date and Payment Schedule

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

Fort Bend County Sheriff's Office  
EP- 3468: CIT Data Module  
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2) Payment Schedule:

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

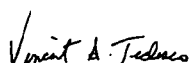
Note: No scheduling of resources will occur until after the first payment milestone is paid and all outstanding account receivable payments have been made. This Proposal may be cancelled at Tiburon's discretion upon written notice to Client if the first payment milestone is not paid when due.

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

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

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

Sincerely,



Vincent Tedesco

COO

Attachment:

Exhibit 1 - Statement of Work

By this signature, Client accepts this Proposal:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name / Title

## **Exhibit 1**

### **Statement of Work**

#### Scope Description

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

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

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

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

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

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

#### Tiburon Responsibilities

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

#### Client Responsibilities

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

### Completion Criteria

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

## ATTACHMENT A: Design Documentation

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

### MOBILE MODULE

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

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

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



## SERVER MODULE

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

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

## WEBQUERY

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

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

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

**ATTACHMENT B: Sample CIT Form**



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

Exhibit A

CC: ☐

Date: \_\_\_\_\_ Time: DISP \_\_\_\_\_ ENR \_\_\_\_\_ OS \_\_\_\_\_ IS \_\_\_\_\_ Incident/Case#: \_\_\_\_\_

Officer Name: \_\_\_\_\_ Unit #: \_\_\_\_\_  
Last name First Name MI

**Consumer Information**

Name: \_\_\_\_\_ Sex: ☐ Male ☐ Female  
Last Name First Name MI

DOB: \_\_\_\_\_ Juvenile: ☐ Yes ☐ No Insurance: ☐ Yes ☐ No Medicaid? ☐ Yes ☐ No

Address: \_\_\_\_\_  
Street City State Zip Code

Phone#: \_\_\_\_\_ Premise Type: ☐ Home ☐ Group Home ☐ Hotel ☐ Homeless

Alternate Contact: \_\_\_\_\_ Phone#: \_\_\_\_\_  
Last Name First Name MI

Relationship to Consumer: \_\_\_\_\_

Please select the appropriate descriptions

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

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

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

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

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

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

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

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

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

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

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

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

Additional Notes

## TIBURON, INC.

## AGREEMENT FOR EXTENDED SERVICE

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

IT IS HEREBY AGREED:

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

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

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

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

1. PERIOD OF PERFORMANCE

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

2. STATEMENT OF WORK

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

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

of site activity and client requests.

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

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

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

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

### 3. CLIENT RESPONSIBILITIES

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

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



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

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

#### 4. PAYMENT

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

#### 5. INDEPENDENT CONTRACTOR

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

#### 6. LICENSE

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

#### 7. CLIENT MODIFICATIONS

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

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

## 8. CONFIDENTIAL INFORMATION

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

## 9. TERMINATION

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

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

## 10. INSURANCE

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

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

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

## 11. AMENDMENTS

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

## 12. APPLICABLE LAW

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

## 13. LIMITATION OF LIABILITY AND REMEDIES

a. Limited Warranty

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

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

b. Limitation of Damages and Remedy

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

## 14. ENTIRE AGREEMENT

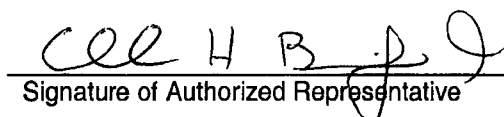

This Agreement sets forth the entire understanding between the parties as to the subject matter hereof and merges all prior discussions between them, and neither party shall be bound by any prior representations, conditions, understandings, or warranties except for original system warranties or those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

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

CLIENT

TIBURON

  
 \_\_\_\_\_  
 Signature of Authorized Representative

   
 \_\_\_\_\_  
 Signature of Authorized Representative

James C. Adolphus  
 \_\_\_\_\_  
 Name

Charles H. Bridges Jr.  
 \_\_\_\_\_  
 Name

County Judge  
 \_\_\_\_\_  
 Title

Vice President and Chief Financial Officer  
 \_\_\_\_\_  
 Title

October 30, 2000  
 \_\_\_\_\_  
 Date

June 26, 2000  
 \_\_\_\_\_  
 Date

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

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

CONTACT – Ms. Connie Heinecke  
 CLIENT #U650-00

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

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

<u>Software Model</u>	<u>Months</u>	<u>CPU Make</u>	<u>Model</u>	<u>Serial #</u>	<u>Total Fees</u>
CAD/MSS	12				
Police RMS	12				
Jail CMS	12				
<b>Total</b>					<b>\$55,558.00</b>
Optional items from Exhibit B to be filled in by CLIENT.					
<u>Software Model</u>	<u>Months</u>	<u>CPU Make</u>	<u>Model</u>	<u>Serial #</u>	
<b>Grand</b>				<b>Total</b>	

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

CLIENT

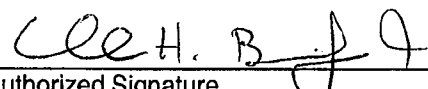
  
 Authorized Signature

James C. Adolphus  
 Name

County Judge  
 Title

October 30, 2000  
 Date

TIBURON

  
 Authorized Signature

Charles H. Bridges Jr.  
 Name

Vice President and Chief Financial Officer  
 Title

June 26, 2000  
 Date

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

BASIC SERVICES \$ \$55,558.00 per year

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

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

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

RSB/bo  
 (initials)

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

RELEASE MANAGEMENT PROGRAM Included/Not included

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

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

**New Products**

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

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

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

## GOLD CARD SERVICE OPTION

Quote available on request

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

## OPERATIONS REVIEW

Included

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

## TIBURON USER GROUP MEMBERSHIP

Included

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

## TECHNICAL SERVICE RATES

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

1. Technical Service Rates

Technical support shall be charged at the following rates:

At TIBURON Facilities:                 \$ 125 per staff hour

At CLIENT Site:                         \$ 150 per staff hour

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

2. Materials, Travel and Per Diem Expenses

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

3. Call-Out Charges

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

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

#### 4. Remote Access

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

\$500 per month per system supported

In addition, travel and per diem expenses for on-site support required due to lack of remote access will be charged as defined in Exhibit B, page 9, item 1.

#### PAYMENT PROVISIONS

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

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


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

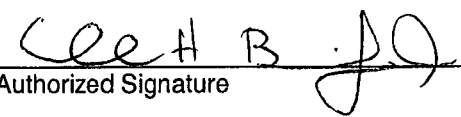
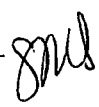
CLIENT shall pay each invoice within thirty (30) days of receipt thereof.

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

CLIENT

TIBURON

  
Authorized Signature

   
Authorized Signature

James C. Adolphus  
Name

Charles H. Bridges Jr.  
Name

County Judge  
Title

Vice President and Chief Financial Officer  
Title

October 30, 2000  
Date

June 26, 2000  
Date

## EXHIBIT C

**Amendment Number 1  
To the  
Agreement for Extended Services**

This Amendment Number 1 ("Amendment"), dated December 8, 2009, between TIBURON, INC. ("Tiburon"), with offices at 6200 Stoneridge Mall Road, Suite 400, 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

*Maria Szymanek*  
Signature Date 1-14-10

Name: MARIA SZYMANEK  
Title: VP FINANCE

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



## Exhibit D

THE STATE OF TEXAS       §  
                                      §  
 COUNTY OF FORT BEND     §

AMENDMENT NO. 2  
 AGREEMENT FOR EXTENDED SERVICES

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

RECITALS

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

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

1. Tiburon shall provide the services described Tiburon's Enhancement Proposal dated October 8, 2010, attached hereto as Exhibit A, incorporated by reference as if set forth herein verbatim for all purposes.
2. For and in consideration of the services rendered by Tiburon, and subject to the limit of appropriation under No. 3 & 4 below, County shall pay to Tiburon an amount not to exceed \$721,983.00, including all reimbursable expenses, if any.
3. Prior to the execution of this Amendment No. 2, Tiburon has been advised by County, and Tiburon clearly understands and agrees such understanding and agreement being of the absolute essence to this Agreement, that County shall have available the total maximum sum of \$721,983.00, including all reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County for services provided under Exhibit A.
4. Tiburon does 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.  
 Page 1 of 52

EXECUTION

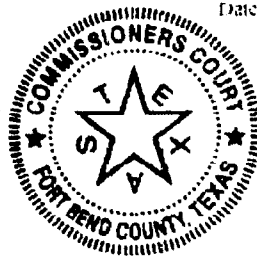
This Amendment No. 2 shall become effective upon execution by County

FORT BEND COUNTY

Robert E. Hebert  
Robert E. Hebert, County Judge

Date 10-26-2010

Attest  
Dianne Wilson  
Dianne Wilson, County Clerk



Approved:  
[Signature]  
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

(May - Tiburon 2011 Amendment No. 2) 57

AUDITOR'S CERTIFICATE

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

[Signature]  
Ed Sturdivant, Fort Bend County

Attachments	Exhibit A	Tiburon Enhancement Proposal - October 8, 2010
	Exhibit B	Agreement for Extended Service - June 22, 2010
	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 E

THE STATE OF TEXAS       §  
                                      §  
 COUNTY OF FORT BEND       §

AMENDMENT NO. 3  
 AGREEMENT FOR EXTENDED SERVICES

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

## RECITALS

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

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

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

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Amendment No. 2 - Agreement for Extended Service 143C: Brazos Technology Interface  
 Tiburon, Inc.  
 Page 1 of 15

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:

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

1-26-11  
Date

TIBURON, INC.

[Signature]  
Signature  
Printed Name: [Name]

Date

Title: [Title]

May 18, 2011 Amendment No. 3-3-57

AUDITOR'S CERTIFICATE

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

[Signature]  
Aud. Sturdivant, Fort Bend County

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

Amendment No. 3 - Agreement for Extended Service 1434 - Brass Technology Enterprise  
Tiburon, Inc.  
Page 2 of 15-5

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:

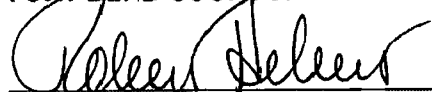
1. Tiburon shall provide the services described Tiburon's Enhancement Proposal 1434: Coplogic Desk Officer Online Reporting System dated April 23, 2012, attached hereto as Exhibit A, incorporated by reference as if set forth herein verbatim for all purposes.
2. For and in consideration of the services 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, County Judge

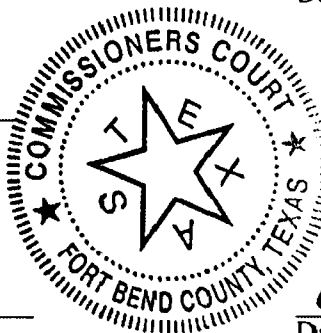
6-5-12

Date

Attest:



Dianne Wilson, County Clerk



Approved:




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

06 08 2012

Date

TIBURON, INC



Signature

Printed Name: Mila Garcia

6.5.2012

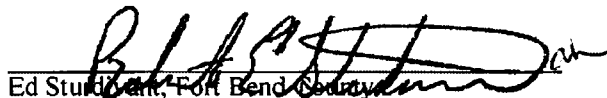
Date

Title: VP, Contracts & Procurement

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.



Ed Sturdevant, Fort Bend County

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