

STATE OF TEXAS                   §  
    §  
 COUNTY OF FORT BEND         §

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

This Addendum No. 6 to Agreement for Tiburon Software Upgrade and License Subscription ("Addendum No. 6") is entered into by and between Fort Bend County, Texas, a body corporate and politic acting herein by and through its Commissioners Court ("County"), and Tiburon, Inc. ("Tiburon").

**WHEREAS**, County and Tiburon previously entered into an Agreement for Tiburon Software Upgrade and License Subscription on December 2, 2014, Addendum executed March 30, 2015, and Addendum No. 2 executed on May 12, 2015, Addendum No. 3 approved on June 23, 2015, and Addendum No. 4 executed on August 4, 2015, and Addendum No. 5 effective on June 27, 2017 (collectively referred to as the "Agreement"), attached hereto as "Exhibit 2" and incorporated by reference as if set forth herein verbatim. County and Tiburon wish to amend the Agreement.

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

1. Tiburon shall provide County with the Cry Wolf Import Alarm Data Services described in Tiburon's Quotation QUO-5063-0BOTF0, dated April 17, 2017 attached hereto as Exhibit 1.
2. For and in consideration of the services rendered by Tiburon, County shall pay Tiburon an amount not to exceed seven thousand nine hundred sixty-two dollars and 50/100 (\$7,962.50). Upon completion of the tasks identified in the payment schedule described in Exhibit 1, Tiburon shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County to the following addresses:

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

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

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

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

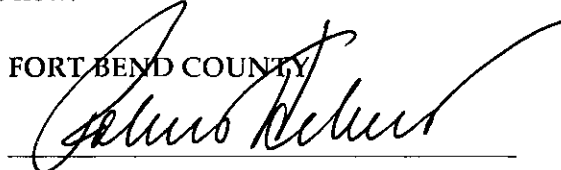
with County's Travel Policy. Receipts evidencing travel related expenditures made by Tiburon or Tiburon's subcontractors shall be submitted to the County Auditor's Office:

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

4. County's acceptance of Tiburon's Quotation is effective upon execution of this Addendum No. 6 by both parties.
5. All terms and conditions of the Agreement, including any addenda, not modified herein shall remain in full force and effect and for the term of Agreement. If there is a conflict between this Agreement, Addendum, and any other correspondence or document, the provisions of the Agreement and this Addendum shall prevail with regard to the conflict.


IN WITNESS WHEREOF, the parties put their hands to this Addendum on the dates indicated below.

FORT BEND COUNTY

  
Robert E. Hebert, County Judge

8-1-2017  
Date

TIBURON, INC.

  
Blake Clark, Chief Financial Officer

July 20, 2017  
Date

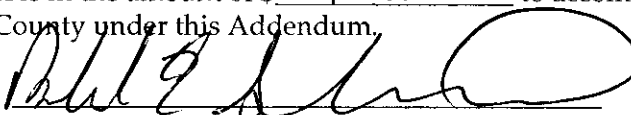
ATTEST:

  
Laura Richard, County Clerk



AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 7,962.50 to accomplish and pay the obligation of the Fort Bend County under this Addendum.

  
Robert E. Sturdivant, Fort Bend County Auditor

## **Exhibit 1**

## Proposal/Sales Quotation

Quotation QUO-5063-0BOTF0

Quotation Date: 4/17/2017

## General & Client Information

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

**Bill To:**  
 1410 Ransom Rd  
 Richmond TX USA  
 77469

**Ship To:**  
 1410 Ransom Rd  
 Richmond TX USA  
 77469

## Project Products & Services

### Project Related Fee(s)

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

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

**Project Total: \$7,962.50**

Estimated Sales Tax:  
 (State: at %)

Taxable sales: \$0.00

Subtotal: \$7,962.50

Sales Tax Amount: \$0.00

**Quote Total: \$7,962.50**

**Payment Schedule**

- 50% Upon receipt of a signed EP Letter.
- 50% Upon achievement of the completion criteria set forth in the SOW.

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

**Assumptions**

Client provides VPN\Bomgar Access to the client site

Tiburon staff allowed console administrative access to the servers

Tiburon staff allowed system Administrator level access to all database instances

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

This Quotation does not include:

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

**Statement of Work**

**Scope Description**

Remotely, Tiburon staff will –

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

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

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

#### Tiburon Responsibilities

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

#### Client Responsibilities

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

#### Completion Criteria

This work will be considered complete ten (10) business days after Tiburon has provided the Client with written notification that the interface is ready for testing, or when the interface has been placed into production, whichever comes first. If Client does not confirm completion with a sign off letter presented by the Tiburon project manager within ten (10) business days of submittal of such letter, or otherwise notifies Tiburon in writing

why completion sign-off has not been provided any final invoice(s) will be issued and will be payable in accordance with the payment terms of this Quotation.

### ***Terms and Conditions***

#### **Payment terms are as follows**

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

#### **Software License Terms:**

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

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

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

#### **Sales Tax:**

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

#### **General Terms:**

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

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

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

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

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

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

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

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

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

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

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



*Accepted for Client*

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

- ☐ Purchase Order required and attached, reference PO# \_\_\_\_\_ on invoice.
- ☐ No Purchase Order required to invoice.

Please check one of the following:

- ☐ I agree to pay any applicable sales tax.
- ☐ I am tax exempt. Please contact me if Tiburon does not have my current exempt information on file.

\_\_\_\_\_  
Client Agency/Entity Name

\_\_\_\_\_  
Client Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature Client Authorized Representative

\_\_\_\_\_  
Date

## **Exhibit 2**

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

## OFFICE USE ONLY CERTIFICATION OF FILING

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

Tiburon, Inc.  
San Diego, CA United States

Certificate Number:  
2017-239355

Date Filed:  
07/20/2017

Date Acknowledged:

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

Fort Bend County

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

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

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

5 Check only if there is NO Interested Party.

☐

### 6 AFFIDAVIT

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

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

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

SEE ATTACHED

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

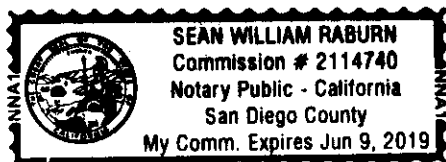
State of California )

County of San Diego )On July 20, 2017 before me, Sean William Raburn  
*Date Here Insert Name and Title of the Officer*personally appeared Blake Clark  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
*Signature of Notary Public**Place Notary Seal Above***OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**Title or Type of Document: Fort Bend County Form 1295 Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

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Fort Bend County

**Date Acknowledged:**  
08/01/2017

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20\_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath