

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND         §

**ADDENDUM NO. 8 TO AGREEMENT FOR TIBURON SOFTWARE  
 UPGRADE AND LICENSE SUBSCRIPTION**

This Addendum No. 8 to Agreement for Tiburon Software Upgrade and License Subscription ("Addendum No. 8) 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 TriTech Software Systems, formerly Tiburon, Inc., ("TriTech"), effective as of the last date of signature below.

WHEREAS, County and TriTech previously entered into an Agreement for Tiburon Software Upgrade and License Subscription on December 2, 2014; Addendum executed March 30, 2015; Addendum No. 2 executed on May 23, 2015; Addendum No. 3 approved on June 23, 2015; Addendum No. 4 executed on August 15, 2015; Addendum No. 5 effective on June 27, 2017; Addendum executed September 16, 2016; Addendum No. 6 dated August 1, 2017; and Addendum No. 7 executed on March 6, 2018 (collectively referred to as the "Agreement"), attached hereto as Exhibit "1" and incorporated by reference as if set forth herein verbatim. County and Tiburon wish to further amend the Agreement; and

WHEREAS, County desires to purchase project management and training from TriTech as described in QUO-94199-8YRTH8 (attached hereto as Exhibit "2" and incorporated by reference as if set forth herein verbatim.

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

**1. Scope of Services.**

1.1. TriTech shall provide Services to County at a cost of \$13,755.00 as described in Exhibit "2".

**2. Compensation and Payment.**

- 2.1. TriTech's fees shall be calculated at the rates set forth in the attached Exhibit A. The Maximum Compensation for the performance of Services described in Exhibit A is thirteen thousand seven hundred fifty-five dollars and zero cents (\$13,755.00). In no case shall the amount paid by County under this Agreement or the rates for Services as described in Exhibit A exceed the Maximum Compensation without an approved change order.
- 2.2. All performance of the Services by TriTech including any changes in the Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- 2.3. 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 TriTech, County shall notify TriTech 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. Time of Performance.**

3.1. The time for performance of the Scope of Services by TriTech shall begin with receipt of the Notice to Proceed from County and end no later than ninety (90) days thereafter. TriTech shall complete the tasks described in the Scope of Services within this time or within such additional time as may be extended by the County.

**4. Miscellaneous.**


4.1. As required by Chapter 2270, Government Code, TriTech hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

4.2. By signature below, TriTech represents pursuant to Section 2252.152 of the Texas Government Code, that TriTech is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153

4.3. 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 the Agreement. If there is a conflict between the Agreement, an Addendum, any other correspondence or document, the provisions of the Agreement as amended herein shall prevail with regard to such conflict.

IN WITNESS WHEREOF, this Addendum No. 8 is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum No. 8 and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

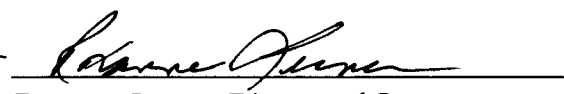


KP George, County Judge

1-8-2019

Date

TRITECH SOFTWARE SYSTEMS



Roxanne Lerner, Director of Contracts

12/20/2018

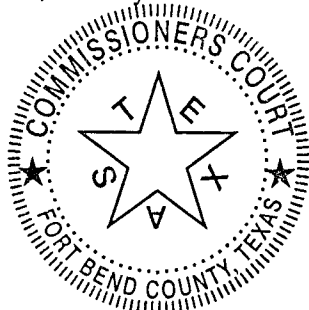
Date

ATTEST:



Laura Richard, County Clerk

(SEAL)



AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 13,755.<sup>00</sup> are available to pay the obligation of Fort Bend County within the foregoing Agreement.

A handwritten signature in black ink, appearing to read "Robert Ed Sturdivant", written over a horizontal line.

Robert Ed Sturdivant, County Auditor

# **Exhibit 1**



Proposal/Sales Quotation	
Quotation QUO-94199-8YRTH8	Quotation Date: 10/8/2018

General & Client Information	
Agency Name: Fort Bend Sheriff's Office TX	<b>Bill To:</b> 1410 Ransom Rd Richmond, TX, USA, 77469
System Description: Fort Bend Sheriff's Office TX - CAD/RMS/CMS Crystal Reports Training	
Client Contact: Andy Patti	<b>Ship To:</b> 1410 Ransom Rd Richmond, TX, USA, 77469
Contact Phone: (281) 341-4676	
Contact Email: andy.patti@fortbendcountytx.gov	
Expiration Date: 11/30/2018	
Presented By: Anthony Johnson	

### Project Products & Services

#### TriTech Implementation Service Fee(s)

#### Project Related Fee(s)

Product Name	Unit Price	Qty	Total Price
Project Management	\$1,575.00	1	\$1,575.00
TC CAD Basic SSRS Training	\$2,800.00	1	\$2,800.00
TC JAIL/CMS Crystal Report Training	\$2,800.00	1	\$2,800.00
TC RMS Crystal Report Training	\$2,800.00	1	\$2,800.00
Travel (Billed as Incurred)	\$3,780.00	1	\$3,780.00

**Project Related Fee(s) Total: \$13,755.00**

**Project Total: \$13,755.00**

Estimated Sales Tax: (State: at %)	Taxable sales: \$0.00	Subtotal: \$13,755.00
		Sales Tax Amount: \$0.00

**Quote Total: \$13,755.00**

**Summary Information & Project Notes**

**Payment Schedule**

- 50% Upon receipt of a signed Sales Order.
- 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**

Crystal Reports Training is for basic crystal report functions only, and is not appropriate for advanced skilled users

Training will not produce any form of NIBRS reporting as a result of the session

Crystal Reports is the reporting tool for RMS/Jail. SSRS is the reporting tool for CAD. Instruction on how to use these tools across products is not included.

This Quotation does not include:

- Any application changes.
- Warranty
- Hardware or third party products or services

**Statement of Work**

Tiburon will provide onsite BA services for the following onsite training sessions –

Class	Sessions	Length	Maximum Students
Basic Crystal Reports Training for RMS Reporting	1	16 hours	8

Basic Crystal Reports Training for Jail Reporting	1	16 hours	8
Basic SSRS Training for CAD	1	16 hours	8

Workshop will be conducted Tuesday through Friday between the hours of 0800 and 1700.

Tiburon Responsibilities:

- Provide training and/or assistance with the identified topics.

Client Responsibilities:

- Provide a System Administrator to act as the point of contact regarding requested topics.
- Provide trained staff to make data additions, deletions, or corrections as necessary in support the system.
- Assign personnel with basic Windows software skills to receive training..
- Assign personnel with a thorough understanding of the Client Operating Procedures, and the TC RMS/CMS system.
- Provide a suitable classroom facility with computer workstation equipment for each participant in the training session and the instructor. The room must be able to be darkened and include a Client-provided projector as well as a whiteboard or equivalent.

Completion Criteria:

This task is complete when Tiburon has conducted the workshop described above. Task completion will be confirmed by the Client’s signature on the task completion letter provided by Tiburon. A separate task completion letter may be generated for each Tiburon application.

### 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 System Purchase Agreement currently in effect between TriTech and Client. Acceptance for the Software may be defined in the Statement of Work ('SOW'), if not, the Software licenses shall be deemed accepted on delivery.

Acceptance for the TriTech Software licenses included in the Quotation will be governed by the standard terms set forth in TriTech's System Purchase Agreement, which shall supersede any prior System Purchase Agreement. Any changes to scope of testing may result in a price increase for services.

The annual Software Support Services for the TriTech Software licenses are provided for a period of twelve-months from the Installation date and shall be governed by the existing Software support Agreement currently in effect between TriTech 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. TriTech 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 TriTech 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 TriTech.

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. Except as expressly



identified in this Quotation as a line item to be provided by TriTech, all required computer hardware, third party system/database software, peripherals, network components and third party items shall be provided by the Client. All such Client provided third party items must meet TriTech's recommended specifications.

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 TriTech Software and Services are based upon Client's provision and compliance with TriTech's System Planning Document.

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

<b>Quotation Issued by: Anthony Johnson</b> <b>Email: <a href="mailto:anthony.johnson@tritech.com">anthony.johnson@tritech.com</a></b> <b>Phone: (858) 799-7815</b>	<b><u>Send Purchase Orders To:</u></b>  <b>TriTech Software Systems</b> <b>9477 Waples Street, Suite 100</b> <b>San Diego, CA 92121</b>  <b>Or Email: <a href="mailto:salesadmin@tritech.com">salesadmin@tritech.com</a></b> <b>Or Fax: (858) 799-7015</b>
	<b><u>Remit Payments To:</u></b>  <b>TriTech Software Systems</b> <b>PO Box # 203223</b> <b>Dallas, TX 75320-3223</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 TriTech, 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 [salesadmin@tritech.com](mailto:salesadmin@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 TriTech does not have my current exempt information on file.

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

# 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**

**Certificate Number:**  
2018-433147

**Date Filed:**  
12/12/2018

**Date Acknowledged:**  
01/08/2019

**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

**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.**  
10803  
Addendum No. 8 - Software Upgrade and License Subscription

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Surminsky, Brad	Lake Mary , FL United States	X	
	Angove, Simon	Lake Mary, FL United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)