

STATE OF TEXAS

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COUNTY OF FORT BEND

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FIFTH AMENDMENT TO SOFTWARE LICENSE AND MAINTENANCE AGREEMENT
PURSUANT TO RFP 13-045

THIS FIFTH AMENDMENT is entered into by and between Fort Bend County, (hereinafter "Licensee"), a body corporate and politic under the laws of the State of Texas, and Trapeze Software Group, Inc., (hereinafter "Contractor").

THAT, WHEREAS, the parties have executed and accepted that certain Software and Maintenance Agreement, (hereinafter the "Agreement"), on May 22, 2013, pursuant to RFP 13-045, and as amended on April 5, 2016; March 14, 2017, June 12, 2018 and on April 9, 2019; and incorporated by reference herein for all purposes; and

WHEREAS, the following changes are incorporated as if a part of the original Agreement incorporated by reference in the same as if fully set forth verbatim herein:

NOW, THEREFORE, the parties do mutually agree as follows:

1. **Time of Performance.** The time for performance of the Services shall be extended for one more year to end on June 30, 2021.
2. **Scope of Work.** Contractor shall provide additional Services as set forth in the attached Exhibit A.
3. **Maximum Compensation.** The Maximum Compensation for the Scope of Services including reimbursable expenses shall be increased by nineteen thousand one hundred fifty-five dollars and no/100 (\$19,155.00). In no case shall the amount paid by County for the Services described in Exhibit A exceed the Maximum Compensation without written approval by both parties.
4. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
5. **Certain State Law Requirements for Contracts:** The contents of this Section are required by Texas Law and are included by County regardless of content.
 - A. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

B. Texas Government Code Section 2252.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor 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.

6. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

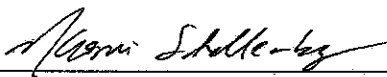
All terms and conditions of the Agreement, including any addenda or amendments, not modified herein shall remain in full force and effect for the term of Agreement. If there is a conflict between this Amendment and the Agreement for Software License and Maintenance Agreement including all previous Amendments and Addendums, the provisions of this Amendment shall prevail with regard to the conflict.

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

FORT BEND COUNTY

TRAPEZE SOFTWARE GROUP, INC.

KP George, County Judge


Authorized Agent- Signature

Date

Naomi Schellenberg
Authorized Agent- Printed Name

ATTEST:

Director, Client Services - Transit
Title

Laura Richard, County Clerk

April 28, 2020
Date

EXHIBIT A: Software Support Quote from TripSpark

AUDITOR'S CERTIFICATE

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

Robert E. Sturdivant, County Auditor

EXHIBIT A



Software Support Quote

Fort Bend County
Attn:Denice Malota
3737 Bamore Rd.
Rosenberg, TX
77471 US

Quote FOR003USPRO-20-1yr
Date 2/28/2020
Customer ID FOR003US
Contract No. 2434
Due date
Contract type 635MAIN
Project No:

QUOTE

Purchase Order No :		
DRIVERMATE Up to 50 Paratransit Vehicles Coverage period 07/01/2020 - 06/30/2021	\$19,155.00	
Subtotal	\$19,155.00	
State Tax	\$0.00	
Total payable in USD		\$19,155.00

For billing inquiries contact:
ar@tripspark.com
Toll Free: 1-800-265-3617 Ext #5
Local: 905-629-8727

TripSpark Technologies is a business name
and operating division of Trapeze Software
Group, Inc.