

STATE OF TEXAS

§

§

COUNTY OF FORT BEND

§

FIFTEENTH ADDENDUM TO SOFTWARE AND MAINTENANCE AGREEMENT
PURSUANT TO RFP 06-101

THIS FIFTEENTH ADDENDUM 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 August 28, 2007, pursuant to RFP 06-101, 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. Both County and Contractor wish to amend the Scope of Services to add additional services as described in Exhibit A.
2. The Maximum Compensation for the Scope of Services as described in Exhibit A shall be increased by Thirty-Two Thousand, Six Hundred Seventy-Five Dollars and no/100 (\$32,675.00). 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.
3. The term of performance shall begin on March 1, 2023 and end on February 29, 2024.
4. 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 Fifteenth Addendum and the Agreement for Software and Maintenance Agreement including all previous Amendments and or Addendums, the provisions of this Fifteenth Addendum shall prevail with regard to the conflict.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

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

Robert Desanti

Authorized Agent- Printed Name

ATTEST:

General Manager

Title

Laura Richard, County Clerk

3/6/2023

Date

EXHIBIT A: TripSpark Quote

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 Ed Sturdivant, County Auditor

Exhibit A



January 12, 2023

Fort Bend County Public Transportation
Attention: Accounts Payable
Rosenberg, TX

TripSpark 2023-2024 Maintenance Quote

Accounts Payable and Fort Bend County Public Transportation,

Herein, TripSpark Technologies is pleased to provide this budgetary quote to supplement the applicable invoices for Fort Bend County Public Transportation's 2023 annual maintenance. This includes NOVUS & NOVUS-FLEX.

We look forward to another great year of partnership. Please do not hesitate to reach out to our accounts receivable team should you have any questions.

Kind Regards,

Gardner J Cole

Manager, Customer Care - Transit

Attachment 1 – Pricing Summary

Maintenance Costs

Products and Services	Metric	Amount
NOVUS-DRM & Escrow	Up to 799 Booked Trips	\$28,505.00
NOVUS-FLEX	Up the 5 FLEX Runs	\$4,170.00
Total Cost (USD)		\$32,675

Pricing Assumptions:

1. Pricing does not include any applicable taxes.
2. Maintenance Fees are based on the outlined operational metrics in each column.
3. Maintenance Fees are based on the following coverage periods: March 1, 2023 - Feb 29, 2024