

STATE OF TEXAS

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COUNTY OF FORT BEND

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

THIS EIGHTH 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; April 9, 2019; May 5, 2020; June 22, 2021; and on July 5, 2022 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, 2024.
2. **Scope of Work.** Contractor shall provide additional Services as set forth in the attached Exhibit A and incorporated herein for all purposes.
3. **Maximum Compensation.** The Maximum Compensation for the Scope of Services including reimbursable expenses shall be increased by Twenty-Two Thousand, One Hundred Eighty-Five and no/100 dollars (\$22,185.00). 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. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Contractor hereby verifies that Contractor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
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.

{Remainder of page intentionally left blank}

{Execution page to follow}

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

8/2/2023
Date

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 from TripSpark

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Exhibit A



Software Support Quote

Fort Bend County
Attn:Denice Malota
12550 Emily Court
Suite 400 Sugarland,
TX 77478
US

Quote **DRIVERMATE PRO2023**
Date **February 21, 2023**
Customer ID **FOR003US**
Contract No. **2434**
Due date
Contract type **605MAIN**
Project No:

QUOTE

Purchase Order No :		
DRIVERMATE Up to 50 Paratransit Vehicles Coverage period 07/01/2023 - 06/30/2024	\$22,185.00	
Subtotal	\$22,185.00	
State Tax	\$0.00	
Total payable in USD		\$22,185.00

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.

Trapeze Software Maintenance Scope of Work

- (a) Trapeze will maintain the Software so that it operates in conformity in all material respects with the descriptions and specifications for the Software set forth in the Documentation; Trapeze will answer questions about the software, check settings so the software operates as desired, and work with development to fix any issues that come up in the software.

- (b) In the event that Licensee detects any errors or defects in the Software, Trapeze will provide reasonable support services through a telephone software support line from Monday to Friday, 7 to 7 pm Central time (Except North American holidays) and an available twenty-four hours per day the line for emergency support. Upon registration by Licensee, Trapeze will also provide Licensee with access to its software support website.

- (c) Trapeze will post notices of available Upgrades of the Software on its website and copies of the release notes for download. Trapeze will provide Licensee with Upgrades of the Software at no additional license fee charge. Trapeze post these on the portal (MyTripSpark.com)