

STATE OF TEXAS §
COUNTY OF FORT BEND §

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

THIS NINTH AMENDMENT (“Ninth 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, 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; July 5, 2022; and on August 22, 2023, collectively referred to as the “Agreement” and incorporated fully by reference herein for all purposes; and

WHEREAS, the following changes are incorporated as if a part of the Agreement 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, 2025.
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-Three Thousand, Nine Hundred Sixty dollars and no/100 (\$23,960.00). 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 Ninth Amendment and the Agreement, the provisions of this Ninth 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 Ninth Amendment on the dates indicated below.

FORT BEND COUNTY

TRAPEZE SOFTWARE GROUP, INC.

KP George, County Judge

Thomas Coogan

Authorized Agent- Signature

Date

Thomas Coogan
Authorized Agent- Printed Name

ATTEST:

Vice President, Professional Services
Title

Laura Richard, County Clerk

June 11, 2024
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 Maintenance Quote from TripSpark

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Exhibit A



April 3, 2024

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

TripSpark 2024-2025 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 2024 annual maintenance. This includes pricing for the DriverMate product.

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,

A handwritten signature in black ink that reads "Gardner J Cole". The signature is written in a cursive, flowing style.

Gardner J Cole

Manager, Customer Care - Transit

Attachment 1 – Pricing Summary

Maintenance Costs

Products and Services	Metric	Amount
DriverMate	Up to 50 Paratransit Vehicles	\$23,960
Total Cost (USD)		\$23,960

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: July 1, 2024 – June 30, 2025