

STATE OF TEXAS

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COUNTY OF FORT BEND

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**ADDENDUM NO. 9 TO AGREEMENT FOR TIBURON SOFTWARE
UPGRADE AND LICENSE SUBSCRIPTION**

This Addendum No. 9 to Agreement for Tiburon Software Upgrade and License Subscription (“Addendum No. 9”) 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 a CentralSquare Technologies, LLC Company, as successor in interest to Tiburon, Inc., (“TriTech”), effective as of the last date of signature below, (collectively referred to as the “parties”).

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, and Addendum No. 8 approved on January 8, 2019 (collectively referred to as the “Agreement”), incorporated by reference as if set forth herein verbatim. County and Tiburon wish to further amend the Agreement; and

WHEREAS, County desires to purchase specified public safety technical services, public safety management services, and extraction solution services (the “Services”) from TriTech as described in TriTech’s Quote #: QUO-13950 (attached hereto as Exhibit “1”), and incorporated by reference as if set forth herein verbatim;

WHEREAS, TriTech is the sole source provider of the Services as indicated by the letter attached hereto as Exhibit “2” and incorporated by reference; and

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 \$93,772.00 as described in Exhibit 1.

2. Compensation and Payment.

2.1. TriTech’s fees shall be calculated at the rates set forth in the attached Exhibit 1. The Maximum Compensation for the performance of Services described in Exhibit 1 is Ninety-Three Thousand, Seven Hundred Seventy-Two dollars and zero cents (\$93,772.00). In no case shall the amount paid by County under this Agreement or the rates for Services as described in Exhibit 1 exceed this 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. Miscellaneous.

- 3.1. As required by Chapter 2271, Government Code, by signature below, TriTech verifies that if TriTech employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, TriTech does not boycott Israel and will not boycott Israel during the term of this Agreement.
- 3.2. 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 2252.153
- 3.3. 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.
- 3.4. By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
- 3.5. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.
- 3.6. BY ACCEPTANCE OF CONTRACT, TRITECH 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.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Addendum No. 9 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. 9 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 KP George

KP George, County Judge

TRITECH SOFTWARE SYSTEMS A
CENTRAL SQUARE TECHNOLOGIES LLC
COMPANY

DocuSigned by:

David Gai

Authorized Agent – Signature

4.27.2021

Date



ATTEST

Laura Richard

Laura Richard, County Clerk

David Gai

Authorized Agent- Printed Name

Chief Customer Officer

Title

4/12/2021

Date

Reviewed:

Robyn Douglass

Information Technology Department

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 93,772.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert E Sturdivant

Robert Ed Sturdivant, County Auditor

Exhibit 1: TriTech's Quote #: QUO-13950

Exhibit 2: Sole Source Letter

Exhibit 1



TriTech Software Systems a CentralSquare Technologies, LLC Company

SALES ORDER PURSUANT TO EXISTING AGREEMENT

This Sales Order is intended as a binding Agreement between Fort Bend County, TX (“Customer”) and TriTech Software Systems (“TriTech”) as successor in interest to Tiburon, Inc. and shall be effective as of the date of the last signature herein.

Quote Number: Q-13950 is attached to this Sales Order as Exhibit “A”. The Quote contains a description of all products and services sold pursuant to this Sales Order. The Quote is hereby incorporated by reference as a term of this Sales Order.

Payment Terms.

Professional Services

- 50% due Upon Execution
- 50% due Upon Project Completion

Payment due in full 30 days from date of invoice.

Master Agreement. This Sales Order shall be governed by the terms and conditions of the existing agreement between the Customer and Tiburon, Inc., more specifically described as: Agreement for Tiburon Software Upgrade and License Subscription with an Execution Date of December 2, 2014 (the “Master Agreement”) as subsequently amended by the parties. NO OTHER TERMS OR CONDITIONS OF THE MASTER AGREEMENT ARE NEGATED OR CHANGED AS A RESULT OF THIS DOCUMENT.

Purchase Order. Customer may provide TriTech with a valid purchase order, upon execution of this Sales Order. Notwithstanding anything to the contrary herein, purchase orders are to be used solely for Customer’s accounting purposes and any terms and conditions contained therein shall be deemed null and void with respect to the parties’ relationship and this Sales Order. Any such purchase order provided to TriTech shall in no way relieve Customer of any obligation entered into pursuant to this Sales Order including, but not limited to, its obligation to pay TriTech in a timely fashion.

Acceptance of Order Terms. By signing this Sales Order below, Customer represents and warrants that: (a) it has read and understands the Master Agreement and Quote that are incorporated by reference into this Sales Order and agrees to be bound by the terms thereof, and (b) it has full power and authority to accept this Sales Order.

TriTech Software Systems	Fort Bend County, TX
1000 Business Center Dr. Lake Mary, FL 32746	1410 Ransom Road Richmond, TX 77469
DocuSigned by: By: <i>David Gai</i>	By:
Print Name: David Gai	Print Name:
Print Title: Chief Customer Officer	Print Title:
Date Signed: 4/12/2021	Date Signed:

Exhibit A
(Attached)



Quote #: Q-13950
Quote expires on: May 13, 2021

Quote prepared for:
 Andi Patti
 Fort Bend Sheriff's Office
 1410 Ransom Rd
 RICHMOND, TX 77469
 (281) 341-3807

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centalsquare.com.

WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
Public Safety Technical Services - Fixed Fee	39,000.00 USD
Public Safety Technical Services - Fixed Fee	33,930.00 USD
Public Safety Project Management Services - Fixed Fee	11,115.00 USD
Extraction Solution	21,840.00 USD
Services include contract start-up fees, project management, technical services, consulting, development, training, and installation.	Services Total: 105,885.00 USD
	Total: 105,885.00 USD
	Discount Total: 12,113.00 USD
	Quote Total: 93,772.00 USD

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.



BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [] No []

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number:

Initials:

Exhibit 2



CentralSquare Technologies, LLC
1000 Business Center Drive
Lake Mary, FL 32746

March 24, 2021

Fort Bend Sheriff's Office
1410 Ransom Road
Richmond, TX 77469

To Whom It May Concern:

This letter is in response to Fort Bend Sheriff's Office's request for a sole source letter from our company. This letter is to confirm that Tiburon Public Safety Suite is a sole source product, manufactured, sold, serviced, hosted, and distributed exclusively by CentralSquare Technologies, LLC (CentralSquare). This product must be purchased directly by institutions from CentralSquare at the address listed above. There are no agents or dealers authorized to resell, service, or host this product. Tiburon Public Safety Suite is sold only as a direct transaction between CentralSquare and end Clients.

Sincerely,

DocuSigned by:

Brian Pagels

D14DB36518AA405...

Brian Pagels

Vice President of Sales, Public Safety & Justice
CentralSquare Technologies

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:
2021-733431

Date Filed:
04/01/2021

Date Acknowledged:
04/27/2021

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
CentralSquare Technologies, LLC
Lake Mary, FL 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.
28485
Centralsquare Technologies Llc

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Zolet, David	Lake Mary, FL United States	X	
	Medintz, Barry	Lake Mary, FL United States	X	
	Grilliot, Sara	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)