

**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)

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

**FORT BEND COUNTY**

  
\_\_\_\_\_  
County Judge KP George  
KP George, County Judge

\_\_\_\_\_  
March 28, 2023  
Date

ATTEST:

  
\_\_\_\_\_  
Laura Richard, County Clerk



**TRAPEZE SOFTWARE GROUP, INC.**

  
\_\_\_\_\_  
Authorized Agent- Signature

\_\_\_\_\_  
Robert Desanti  
Authorized Agent- Printed Name

\_\_\_\_\_  
General Manager  
Title

\_\_\_\_\_  
3/6/2023  
Date

EXHIBIT A: TripSpark Quote

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$ 32,675.00 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
<b>Total Cost (USD)</b>		<b>\$32,675</b>

**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

# 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****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Trapeze Software Group, Inc.  
Cedar Rapids, IA United States

**Certificate Number:**  
2023-991706

**Date Filed:**  
03/07/2023

**Date Acknowledged:**  
03/28/2023

**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.**

Trapeze Software Group, Inc.  
15th Addendum to Software and Maintenance agreement 23-IT-100549, Pursuant to RFP 06-101

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Modaxo Inc. (successor in interest to Trapeze Software ULC)	Mississauga ONTARIO Canada	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)