

- 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, ImageSoft 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, ImageSoft 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, ImageSoft 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.
4. **Remote Access.** As applicable, if ImageSoft requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of ImageSoft's product and/or services, except as otherwise agreed by the parties and approved by the County's Director of Information Technology and Chief Information Officer, the below requirements must be met before ImageSoft is granted remote access to County Systems:
- a. ImageSoft will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advanced in writing by the County's Director of Information Technology and Chief Information Officer.
 - b. ImageSoft will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. ImageSoft will not access County Systems via unauthorized methods.
 - c. ImageSoft's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
 - d. Remote access is restricted only to County Systems necessary for ImageSoft to provide product and/or services to County pursuant to this Agreement.
 - e. ImageSoft will allow only its Workforce approved in advance by County to access County Systems. ImageSoft will promptly notify County whenever an individual member of ImageSoft's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. ImageSoft will keep a log of access when its Workforce remotely accesses County Systems. ImageSoft will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.

- f. If any member(s) of ImageSoft's Workforce is provided with remote access to County Systems, then ImageSoft's workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
- g. Failure of ImageSoft to comply with this Section may result in ImageSoft and/or ImageSoft's Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
- h. For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for ImageSoft, is under the direct control of ImageSoft, whether or not they are paid by ImageSoft and who have direct or incidental access to County Systems.
- i. For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).
- 5. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- 6. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
- 7. **Understanding, Fair Construction.** By execution of this Second Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Second Amendment. This Second Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
- 8. **Severability.** 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.

(Execution Page Follows)

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IN WITNESS WHEREOF, this Second Amendment 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 Second Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Amendment is effective upon execution of both parties.

FORT BEND COUNTY


County Judge KP George

KP George, County Judge

IMAGESOFT, INC.



Authorized Agent – Signature

September 12, 2023

Date



ATTEST:



Laura Richard, County Clerk

Crystal Bell

Authorized Agent- Printed Name

EVP of Enterprise Solutions

Title

08/28/2023

Date

REVIEWED:



Information Technology Office

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$1,145,770.88 to accomplish and pay the obligation of Fort Bend County under this Agreement.



Robert Ed Sturdivant, County Auditor

Exhibit I: ImageSoft's Project Change Request No. 23290

EXHIBIT I

Project Change Request

Original Statement of Work No.	22384
Project Change Request No.	23290
Revision No.	0
Customer Name:	Fort Bend County, TX
Project Change Request Title:	Additional Project Hours
Project Name:	Auditor Punch List
ImageSoft Contact:	Toni Smith
Contract Type:	Time and Material
Submitted Date:	6/6/2023

Project Change Description

In consultation with representatives from i3-ImageSoft, LLC. ("ImageSoft") Professional Services, Customer has stated the following business needs:

- An additional fifty-five (55) hours to complete four (4) Punch List tasks.

Scope and Deliverables

To implement the proposed services, ImageSoft will undertake the following tasks:

- Assist with completion of AP Enhancement punch list items:
 - o General Ledger ("GL") Entry form edit to include multiple GL lines
 - o Configure ad hoc task to allow for editing the ICAP Vendor/reroute document in workflow
 - o Configure ad hoc task in Non-PO Processing Queue
 - o Troubleshoot inconsistencies between PO and Non-PO Invoice Imports.

Assumptions

The following assumptions were made when estimating pricing for this Project Change Request ("PCR"):

- The additional project hours will be used in a way that is mutually agreed upon by Customer and ImageSoft throughout the remainder of the project.
- All services will be provided remotely.

Fees

For the work associated with this PCR, the estimated number of hours is increased by fifty-five (55). Based on a service rate of \$190 per hour, the additional fees to the Customer to complete the requested changes are \$10,450.

A signed agreement is required to be in place to cover all ImageSoft hours and expenses.

Pricing valid for 30 days

Payment Schedule

ImageSoft has provided an estimate of the required services hours to complete the tasks described herein and will provide services on a time and materials basis. ImageSoft will only bill for the actual hours expended on behalf of the Customer and has made a best-estimate based on current available information. Customer will be invoiced monthly for Service Fees.

All payments will be due on a Net-30 day basis.

Approval

Signature is required to accept this PCR. By signing below each party agrees to the proposed project scope and authorizes work to begin.

The complete agreement between the parties consists of 1) this PCR; 2) the referenced Statement of Work including any previous mutually approved PCRs; and 3) the Master Agreement ("Master"); and 4) the System Maintenance Agreement ("SMA").

The changes described herein will be covered for maintenance and support under the terms and duration of the existing SMA.

Agreed to: Fort Bend County, TX 500 Liberty Street, Richmond, TX 77469	Agreed to: i3-ImageSoft, LLC. 403 S. Main St., Royal Oak, MI 48067
By: _____ Authorized Signature	By: _____ Authorized Signature
Date: _____	Date: _____
Name (Type or Print): _____	Name (Type or Print): _____
Title (Type or Print): _____	Title (Type or Print): _____
Project Name: Auditor Punch List	

Internal Use: Opportunity #: _____ 22384
Sales Order #: _____
Doc Control #: _____