

STATE OF TEXAS                   §  
   §  
 COUNTY OF FORT BEND         §

**SECOND AMENDMENT TO CORRECTIONS SOFTWARE SOLUTIONS, LP'S AGREEMENT**

THIS AMENDMENT ("Amendment") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Corrections Software Solutions, LP, ("CSS"), a company authorized to conduct business in the State of Texas (collectively referred to as the "parties").

WITNESSETH:

WHEREAS, the parties previously entered into the Addendum to Corrections Software Solutions, LP's Agreement, on or about December 20, 2022, and as amended on December 5, 2023 incorporated fully by reference for all purposes (the Agreement"), for the purchase of specified software services (the "Services"); and

NOW, THEREFORE, County and CSS desire to amend said Agreement as set forth below:

I.       Amendments

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** CSS shall continue to provide Services to County as described in the Agreement.
3. **Term.** This Agreement shall renew and this Amendment is effective as of September 1, 2024, and shall expire no later than August 31, 2025, unless terminated sooner pursuant to the Agreement. The parties acknowledge and agree that Services were and will be supported by good and valuable consideration during the Term of this Amendment, the sufficiency of which is acknowledged by the parties. Neither the Agreement nor this Amendment shall automatically renew, but may renew upon written agreement of the parties.
4. **Limit of Appropriation.** CSS' fees for Services shall be calculated at the rates set forth in CSS' Quote, dated June 17, 2024, attached as Exhibit "B-2" and incorporated fully by reference for all purposes. The Maximum Compensation for the performance of services within the Scope of Services is defined in Exhibit B-2 and is in the monthly amount of \$11,284.00 (\$135,408.00 annually). In no case shall the amount paid by County for Services under this Amendment exceed this Maximum Compensation without an approved change order. CSS clearly understands and agrees, such understanding and agreement being of the absolute essence of this Amendment, that County shall have available the total maximum sum of \$135,408.00, specifically allocated to fully discharge any and all liabilities County may incur. CSS does further understand and agree, said understanding and agreement also being of the absolute essence of this Amendment, that the total maximum compensation that CSS may become entitled to and the total maximum sum that County may become liable to pay

to CSS shall not under any conditions, circumstances, or interpretations thereof exceed \$135,408.00.

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 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.
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.

**FORT BEND COUNTY**

*Grady Prestage*

Grady Prestage, Commissioner, Precinct 2  
Presiding Officer, Commissioners Court, September 10, 2024

**CORRECTIONS SOFTWARE SOLUTIONS, LP**

*[Signature]*

Authorized Agent - Signature

September 10, 2024

Date

JAMES REDUS

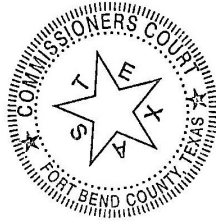
Authorized Agent- Printed Name

PRESIDENT

Title

August 26, 2024

Date



ATTEST:

*Laura Richard*

Laura Richard, County Clerk

REVIEWED:

*[Signature]* 8-27-24

Community Supervision and Corrections  
Department

REVIEWED:

*Robyn Douglas*

Information Technology Office

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 135,408.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.

*[Signature]*

Robert Ed Sturdivant, County Auditor

Exhibit B-2: CSS' Quote, dated June 17, 2024.

# EXHIBIT B-2



Date: June 17, 2024

To: Fort Bend County, Information Technology

From: James Redus

Re: Quote CSCD Case Management Services

Corrections Software Solutions, LP (CSS) has been requested to provide a quote for the upcoming fiscal year 2024-2025 for budgeting purposes, for the Fort Bend County Community Supervision and Corrections Department (CSCD). CSS provides Case Management Services to CSCD's in Texas and other probation/pretrial departments across the nation.

Monthly Service effective 09/01/2024 is \$11,284.00 per month or \$135,408.00 annually.

Please let us know of any questions

