

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

EIGHTEENTH ADDENDUM TO SOFTWARE AND MAINTENANCE AGREEMENT
PURSUANT TO RFP 06-101

THIS EIGHTEENTH ADDENDUM is entered into by and between Fort Bend County, (hereinafter "Licensee" or "County"), a body corporate and politic under the laws of the State of Texas, and Trapeze Software Group, Inc., d/b/a TripSpark Technologies (hereinafter "Contractor" or "TripSpark").

THAT, WHEREAS, the parties have executed and accepted that certain Software and Maintenance Agreement on August 28, 2007 (hereinafter the "Agreement"), 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 TripSpark agree TripSpark third party HERE map license is added to the scope of the Agreement.
2. Both County and Contractor agree the Services for the implementation of the third party HERE map license will be performed by TripSpark in accordance with Statement of Work, attached hereto and incorporated herein by reference, as Exhibit B-18.
3. Notwithstanding any provision to the contrary under the Agreement, there is no warranty provided for the third party HERE map license.
4. The Maximum Compensation for the Services as described in Exhibit B-18, shall be Nine Thousand Nine Hundred Twenty-Five and no/100 (\$9,925.00) in accordance with Exhibit C-18, attached hereto and incorporated herein by reference. In no case shall the amount paid by County for the Services described in Exhibit B-18 exceed the Maximum Compensation without written approval by both parties.
5. All terms and conditions of the Agreement, including any addenda or amendments, not modified herein shall remain unchanged and in full force and effect for the term of Agreement. If there is a conflict between this Eighteenth Addendum and the Agreement for Software and Maintenance Agreement including all previous Amendments and or Addendums, the provisions of this Eighteenth Addendum shall prevail with regard to the conflict.

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

FORT BEND COUNTY

TRAPEZE SOFTWARE GROUP, INC.

KP George
KP George, County Judge

Thomas Coogan
Authorized Agent- Signature

October 9, 2024

Thomas Coogan

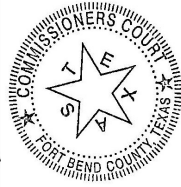
Date
Approved by Commissioners Court on 10/8/2024

Authorized Agent- Printed Name

VP Professional Services

ATTEST:

Laura Richard
Laura Richard, County Clerk



Title

9/24/2024

Date

APPROVED:

Perri D'Armond
Perri D'Armond, Director
Fort Bend Transit

APPROVED:

Robyn Doughtie
Robyn Doughtie, Director
Fort Bend County Information Technology

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 9,925.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

Exhibit B-18

(Follows Behind)

Exhibit C-18

Statement of Work: Third Party HERE Map upgrade

This document defines the implementation services to be provided by TripSpark for Licensee as well as the roles and responsibilities of the Licensee's staff and resources. All implementation Services are to be provided remotely, unless otherwise stated.

Unless otherwise indicated, TripSpark will provide 'standard' implementation services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark. Any services beyond what is defined in this document will be considered out of scope, and a change order outlining any additional costs will be required. Any additional costs uncovered from a change order will be the responsibility of the Licensee, work related to the Change Order will not commence until after the completion of this project. All implementation Services, materials, and training will be provided in English, unless otherwise stated.

Overview

This implementation involves the following high-level tasks:

1. Project management
2. Map processing and support services
3. Installation services

Map Upgrade Details

During the map upgrade evaluation process, a TripSpark GIS Services representative has documented the details of the map data to be used for the map upgrade:

Map Item	TripSpark GIS Representative Comments
Linear Features	
Street Names	• Included
Addressing	• Included
Road Classification	• Included
One Way Indicators	• Included
Zip codes	• Included
City names	• Included
Topology/Proper Intersections	• Included
Physical Turn Restriction Indicators	• Included • Please note that we do not have the ability to import legislated/posted by sign turn restrictions (i.e. no left turn allowed from 7-10 AM M-F) at this time
Speed per segment	• Included

	<ul style="list-style-type: none"> It is advised that segments with custom speeds be reviewed and re-assigned as the map upgrade process removes any custom speed assignments
Map Speed Types	<ul style="list-style-type: none"> As per Google API HERE customized map speed types will be included in the map upgrade for segments with no speed information in current map, or where no match was found between current map and HERE data
Street Name Aliases	<ul style="list-style-type: none"> Included
Geographic Shift from Current Map	<ul style="list-style-type: none"> Virtually none, in almost all areas; however, some sections may have small amounts of shifting (<25 feet)
Map Source Ref	<ul style="list-style-type: none"> Included in current map.
Other Comments	<ul style="list-style-type: none">
Rail	<ul style="list-style-type: none"> Included
Water lines	<ul style="list-style-type: none"> Included
Polygon Features	
Polygons to Maintain	<ul style="list-style-type: none"> Licensee's custom polygons to be maintained by default
New Polygons to Include	<ul style="list-style-type: none"> Basic aesthetic polygons (Counties, Water, and Parks) will be loaded if provided Other polygons will be loaded if new polygon data exists as time permits
Other Comments	<ul style="list-style-type: none">
Map Pages	
Status	<ul style="list-style-type: none"> N/A
Points	
Point Features to maintain	<ul style="list-style-type: none"> All to be maintained if present
Barriers	
Barriers to Maintain	<ul style="list-style-type: none"> None

Licensee Roles and Responsibilities

Licensee is responsible for the following key tasks:

- Prompt return of requested information
- Configure firewall settings to allow for two-way API communication between Google and Licensee Environment
- Provide TripSpark full administrative access to Novus

- Provide TripSpark with credentials for secure remote access to the test and production environments
- Provide existing map data from Novus to TripSpark for polygon perseverance
- Complete adequate user testing in a timely manner

Timeline

In general, a map upgrade can be implemented within 6-9 weeks from the receipt of a signed agreement and purchase order for the initial map conversion. This timeline is making the assumption that all resources from TripSpark and Licensee are available.

General Timeline	Task
Week 1	<ul style="list-style-type: none"> • Project assignment to Project Manager • Due date set for GIS Services Team • Installation Date for Test Environment planning begins between Project Managers in TripSpark Operations & Licensee
Weeks 1 - 3	<ul style="list-style-type: none"> • Map upgrade processing by TripSpark GIS Services
Week 4	<ul style="list-style-type: none"> • Map upgrade install into Test Environment with TripSpark assistance • If not previously scheduled, Licensee should schedule map upgrade installation into production environment
Week 5	<ul style="list-style-type: none"> • Licensee testing in the Test Environment. • Licensee will have 15 business days from the installation into the Test Environment to test the functionality of the new map • At the end of this period, Licensee will be deemed to accept the new map unless TripSpark receives prior written notice outlining the nature of the perceived issues with the map
Week 6 - 9	<ul style="list-style-type: none"> • Map upgrade install into Production Environment with TripSpark assistance • Project Completion Notification drafted by TripSpark and sent to Licensee • Invoice sent to Licensee

Assumptions

The key assumptions that TripSpark has employed while determining the level of effort involved with this implementation are presented below:

- Licensee must provide TripSpark with remote access to servers as necessary

- Licensee must have a test environment or test method that can be used for testing new versions of the Map
- Licensee must ensure adequate user testing is completed before implementation of the software in the live environment
- Licensee must ensure that their server infrastructure meets TripSpark's then Hardware Specifications
- Licensee understands that new map data could impact current existing geocoded locations, riders, stops, etc. It is also feasible that map related data such as current polygons or barriers may need adjustment if there is any geographical shifting between the old and new map. Such adjustments are the responsibility of the Licensee
- It is assumed that all map data is accurate, TripSpark is not responsible for the accuracy of the map dataset. If reprocessing correct data is required, additional costs will be incurred
- TripSpark recommends that all paratransit polygons be reviewed and regenerated as necessary by Licensee once the new map has been completed
- All Licensee polygons will be preserved by default. Please note that preservation will occur the moment the scheduling software database is backed up and given to TripSpark. Any changes after this time will not be preserved
- Google maps will be used within the core algorithm for routing and scheduling purposes and consists of the following
 - o Geocode or reverse geocode transactions will be charged at a cost of \$0.06 per transaction and such transaction fees are subject to change without notice.
 - o The Google maps solution supports street routing and triangulation for calculating booking distance, however, only triangulation for scheduling distance is used due to transaction costs and performance associated with running multiple scheduling scenarios.

Exhibit C-18

(Follows Behind)

Exhibit B-18

Third Party HERE Map

Items	Total
*Third party HERE map license	\$2,500
Services	\$7,425
Total Cost (USD)	\$9,925

Payment Schedule

Payment Milestone	Percentage Due
1. Upon Licensee's execution of this Eighteenth Addendum	100% of License fee and 25% of Services fee
2. Upon installation of third party HERE map into the test environment	50% of Services Fee
3. Upon installation of third party HERE map into the product environment	25% of Services Fee

General Pricing Assumptions

1. Pricing expires August 31, 2024.
2. Applicable taxes are not included and shall be assessed at TripSpark invoicing.
3. Third party HERE map data license covers data for the State of Texas.
4. Third party HERE map data is licensed for up to one hundred (100) authenticated end users.
5. Third party HERE map data is licensed for use in all back office TripSpark Software applications, but it is not licensed to be used in any public-facing applications.
6. *One time standard third party HERE map license fee only.

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:
2024-1217488

Date Filed:
09/20/2024

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 TX

Date Acknowledged:
10/08/2024

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.
Regarding 23-IT-100549-A1-A3, Dynamic mapping system for Novus 7

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Modaxo Inc.	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)