

AGENDA PLACEMENT FORM

(Submission Deadline – Tuesday, 12:00 PM before Regular Court Meetings)

Date: 12/4/2023

Meeting Date: 12/11/2023

Submitted By: Dan Milam

COMMISSIONERS COURT

Department/Office: Information Technology

DEC 11 2023

Signature of Director/Official: Dan Milam

Agenda Title: Consideration to approve Amendment No. 1 to Vertosoft, LLC Master Services Agreement AND Johnson County Contract Terms Addendum to Vertosoft, LLC Master Services Agreement

Public Description (Description should be 2-4 sentences explaining to the Court and the public what action is recommended and why it is necessary):

Consideration to approve Amendment No. 1 to Vertosoft, LLC Master Services Agreement AND Johnson County Contract Terms Addendum to Vertosoft, LLC Master Services Agreement

Approved

(May attach additional sheets if necessary)

Person to Present: Dan Milam

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 5 minutes

Session Requested: Action Item (Action Item, Workshop, Consent, Executive)

Check All Departments Requiring Notification:

County Attorney IT Purchasing Auditor

Personnel Public Works Facilities Management

Other Department/Official (list) _____

Amendment No. 1 to Vertosoft, LLC Master Services Agreement AND Johnson County Contract Terms Addendum to Vertosoft, LLC Master Services Agreement

1.

On or about April 24, 2023 Johnson County, Vertosoft, LLC and SOMA Global, Inc. respectively approved and executed a contract to provide SOMA GLOBAL PLATFORM, SOMA GLOBAL HUB, SOMA GLOBAL RECORDS, SOMA GLOBAL DISPATCH, SOMA GLOBAL MOBILE, SOMA GLOBAL CONNECTIONS & ADD-ONS (hereafter the Software and Services) to Johnson County, Texas. This Amendment No. 1 to Vertosoft, LLC Masters Services Agreement AND Johnson County Contract Terms Addendum to Vertosoft, LLC Master Services Agreement modifies said Agreement as set forth below.

2.

Pursuant to the terms of said Agreement and Addendum, (particularly Addendum Sections 7.8.3 and 7.8.4, the parties anticipated that Johnson County would provide funding as described in the attached "Addendum Exhibit B" for the acquisition of **Software, Services, Year 1 Subscriptions and Equipment** on behalf of Johnson County (the political subdivision) and its various participating Public Safety agencies, and on behalf of public safety agencies that are a part of various other political subdivisions in Johnson County. Addendum Sections 7.8.3 and 7.8.4 anticipated described funds would be provided to various political subdivisions to be paid to Vertosoft and other entities pursuant to additional agreements between Vertosoft and those political subdivisions, or otherwise, to facilitate those political subdivision and their respective public safety agencies obtaining access to and utilization of SOMA GLOBAL PLATFORM, SOMA GLOBAL HUB, SOMA GLOBAL RECORDS, SOMA GLOBAL DISPATCH, SOMA GLOBAL MOBILE, SOMA GLOBAL CONNECTIONS & ADD ONS.

3.

Vertosoft and SOMA Global has entered or will enter contracts with other political subdivisions in Johnson County (including Cities, I.S.D.s and the Emergency Services District) for provision of the **Software and services and Subscriptions** listed above.

4.

The funding described in "Addendum Exhibit B" encompassed an allocation of **\$412,200.00** (Column 3) for Vertosoft and SOMA **One-Time Onboarding (software configuration) Services** for Johnson County and other participating public service agencies' and funding of **\$476, 075.00** (Column 4) for the cost of **Year 1 Annual Subscription and Support Fees** for all participating public safety agencies listed below; and, funding in the amount of **\$426,350.00** (Column 5) for **One-Time Onboarding for Technical Services and Support Services** for Johnson County participating public safety agencies identified on Exhibit B and listed below (said funds to be paid by Johnson County to third party vendors or entities other than Vertosoft or SOMA Global).

The participating Public Safety Agencies are:

Johnson County Sheriff's Office
Johnson County Constable Offices 1,2,3, and 4
Johnson County District Attorney's Office (Investigators)
Johnson County Attorney's Office (Investigators)
STOP Special Crimes Unit

Johnson County Emergency Services District (ESD)

Cleburne Police Department
Cleburne Fire Department
Alvarado Police Department
Godley Police Department
Grandview Police Department
Joshua Police Department
Keene Police Department
Rio Vista Police Department
Venus Police Department

Alvarado ISD
Joshua ISD
Keene ISD
Godley ISD
Rio Vista ISD
Venus ISD

5.

To facilitate a more efficient payment system and to expedite payment and the delivery and implementation of the equipment, services and software, the parties, agree to amend, and do hereby **amend Addendum Sections 7.8.3 and 7.8.4** and such other terms which provided or anticipated in part that each participating political subdivision would make the described payment to Vertosoft utilizing funds provided by Johnson County; instead, Johnson County will pay the funds (described in "Addendum Exhibit B" Column 3 and Column 4) directly to Vertosoft for each political subdivision's or participating public safety agency's respective proportion of the **One-Time Onboarding (software configuration) Services, and Year 1 Annual Subscription and Support Fees**. Vertosoft will upon said payment, as consideration therefor, and for the benefit of Johnson County and for the benefit of the various other political subdivisions, and to facilitate the timely installation and implementation of the Software, Services and Equipment for the benefit of all parties, release each of the political subdivisions (cities, ISDs or emergency Services District) of any contractual obligations for payment of the funds described in "Addendum Exhibit B" and paid by Johnson County. Receipt and acceptance by Vertosoft of the described funds shall constitute satisfaction of the obligation of Johnson County **and** the political subdivisions associated with the participating agencies as described in "Addendum Exhibit B". Vertosoft

will, upon request of Johnson County, provide a written release of said obligation to Johnson County and to the respective City, ISD, Emergency Services District or political subdivision. These provisions are also applicable to payments previously made by Johnson County in satisfaction of costs and obligations described in "Exhibit B". Johnson County will make payment of funds described in "Addendum Exhibit B", Column 5 to third party vendors or other entities for equipment and services for this project.

6.

All other provisions of the agreement between Johnson County and Vertosoft not specifically modified by this Amendment No. 1 shall remain in full force and effect.

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:

Christopher Boedeker
Christopher Boedeker
As Johnson County Judge

12-11-23
Date

Attest: *April Long*
County Clerk, Johnson County



12-11-23
Date

VERTOSOFT, LLC:

H. Jay Colavita
Authorized Representative of
VERTOSOFT, LLC

11/30/2023
Date

SOMA Global, Inc.:

DocuSigned by:
Chris Maloney
A51F42ACBF8244E...
Authorized Representative of
SOMA Global, Inc.

11/27/2023
Date

ADDENDUM EXHIBIT B

JOHNSON COUNTY ANTICIPATED FUNDING ALLOCATION

This JOHNSON COUNTY ANTICIPATED FUNDING ALLOCATION sets forth intended funding allocation by Johnson County. Allocation of such funds is dependent on each independent political subdivision contracting with VERTOSOFT AND SOMA GLOBAL and will be adjusted for any entity that does not contract with VERTOSOFT AND SOMAGLOBAL.

JOHNSON COUNTY anticipates providing funding in the amount of **\$412,200.00** for **Vertosoft and Soma ONE-TIME ONBOARDING services for Johnson County and the other participating public safety agencies**, and funding in the amount of **\$426,350.00** **ONE-TIME ONBOARDING** for **TECHNICAL SERVICES AND SUPPORT SERVICES for Johnson County participating public safety agencies** listed below.

JOHNSON COUNTY anticipates providing funding of **\$476,075.00** for the cost of **YEAR 1 Annual Subscription and Support Fees for all participating public safety agencies listed below.**

The participating Public Safety Agencies are:

Johnson County Sheriff's Office
Johnson County Constable Offices 1,2,3, and 4
Johnson County District Attorney's Office (Investigators)
Johnson County Attorney's Office (Investigators)
STOP Special Crimes Unit

Johnson County Emergency Services District (ESD)

Cleburne Police Department
Cleburne Fire Department
Alvarado Police Department
Godley Police Department
Grandview Police Department
Joshua Police Department
Keene Police Department
Rio Vista Police Department
Venus Police Department

Alvarado ISD
Joshua ISD
Keene ISD
Godley ISD
Rio Vista ISD
Venus ISD

Year 1 Pricing breakdown for each public service agency. (Necessary if we were going to pay the government entities and then those entities pay VERTOSOFT). Also necessary for accounting purposes to attribute to each entity and show disposition of funds for ARPA compliance regardless of payment routing.

AGENCY	Cost Share Percentage (Users)	Vertosoft/Soma Onboarding (one-time costs)	1st year licensing	Johnson County Onboarding (one-time costs)	Total 1st year Licensing and Onboarding
Johnson County SO	27.65%	\$113,972.35	\$131,633.64	\$ 117,884.79	\$363,490.78
Johnson County Constable #1	2.15%	\$8,864.52	\$10,238.17	\$9,168.82	\$ 28,271.51
Johnson County Constable #2	1.69%	\$6,964.98	\$8,044.28	\$7,204.07	\$22,213.33
Johnson County Constable #3	0.77%	\$3,165.90	\$3,656.49	\$3,274.58	\$10,096.97
Johnson County Constable #4	1.54%	\$6,331.80	\$7,312.98	\$6,549.16	\$20,193.93
Johnson County CA Investigators	1.54%	\$6,331.80	\$7,312.98	\$6,549.16	\$20,193.93
Johnson County DA Investigators	0.31%	\$1,266.36	\$1,462.60	\$1,309.83	\$4,038.79
S.T.O.P.	2.15%	\$8,864.52	\$10,238.17	\$9,168.82	\$28,271.51
Johnson County ESD #1 - Fire	21.20%	\$87,378.80	\$100,919.12	\$90,378.34	\$278,676.27
Cleburne PD	13.21%	\$54,453.46	\$62,891.63	\$56,322.73	\$173,667.82
Cleburne FD	4.92%	\$20,261.75	\$23,401.54	\$20,957.30	\$64,620.58
Alvarado PD	4.61%	\$18,995.39	\$21,938.94	\$19,647.47	\$60,581.80
Godley PD	1.08%	\$4,432.26	\$5,119.09	\$4,584.41	\$14,135.75
Grandview PD	3.07%	\$12,663.59	\$14,625.96	\$13,098.31	\$40,387.86
Joshua PD	3.38%	\$13,929.95	\$16,088.56	\$14,408.14	\$44,426.65
Keene PD	2.15%	\$8,864.52	\$10,238.17	\$9,168.82	\$28,271.51
Rio Vista PD	0.77%	\$3,165.90	\$3,656.49	\$3,274.58	\$10,096.97
Venus PD	3.84%	\$15,829.49	\$18,282.45	\$16,372.89	\$50,484.83
Alvarado ISD	0.92%	\$3,799.08	\$4,387.79	\$3,929.49	\$12,116.36
Godley ISD	0.77%	\$3,165.90	\$3,656.49	\$3,274.58	\$10,096.97
Joshua ISD	1.54%	\$6,331.80	\$7,312.98	\$6,549.16	\$20,193.93
Keene ISD	0.31%	\$1,266.36	\$1,462.60	\$1,309.83	\$4,038.79
Rio Vista ISD	0.15%	\$633.18	\$731.30	\$654.92	\$2,019.39
Venus ISD	0.31%	\$1,266.36	\$1,462.60	\$1,309.83	\$4,038.79
Total	100.00%	\$412,200.00	\$476,075.00	\$426,350.00	\$1,314,625.00