



Max Bricka, CPSM
PURCHASING AGENT / DIRECTOR

8/31/16

Williamson County Commissioners Court

Re: Sole Source recommendation for Destiny Software, Inc.

Dear County Judge and Commissioners,

Recently our county Technology Services department made a request for qualifying the **sole source purchase of maintenance and support of our AgendaQuick court agenda management software. These items are supplied by Destiny Software, Inc. who is the owner, manufacturer, and the only provider of software maintenance and support of their products.**

After reviewing all documentation requested and submitted, **I recommend qualifying this request as a sole source purchase and exempting these goods from competitive bidding requirements per Texas Local Government Code sections 262.003 (a) and 262.024 (a) (7),**

The process has included the following:

- Public posting of an RFI in BidSync for 14 days, with no responses received from any other competitor, requiring additional analysis or consideration.
- A signed Sole Source Justification Request submitted by Jay Schade, ITS Director
- A signed letter of justification from the supplier, establishing why they their product / service is only available from their company
- A notarized Sole Source Affidavit completed by the supplier
- A signed letter of recommendation from Jay Schade, ITS Director
- A price quote of requested items / services
- A copy of the Software License and Service Agreement
- A signed form 1295, which has submitted to the Texas Ethics Commission

The term of this Sole Source exemption will be effective for 60 months from the date of approval.

If you have any questions or concerns, please contact me at any time.

Sincerely,

Purchasing Agent / Director

Welcome Mbricka@wilco.org | [Logout](#)**Need assistance?**
Contact us
or call 800.990.9339[Home](#)[Search](#)[Source](#)[Tools](#)[Schedule](#) [Task](#) [Note](#)[Vendor view of bid](#)[Chat](#) | [Description](#)**Bid #1608-109 - Intent To Deem Destiny Software, Inc. As Sole Source Provider**

Time Left	closed	# of offers	0
Bid Started	Aug 10, 2016 1:24:50 PM CDT	Notifications	Report (Bidder Activity)
Bid Ended	This bid closed on Aug 24, 2016 3:30:00 PM CDT	# of suppliers viewed	13 (View)
Agency Information	Williamson County, Texas, TX (view agency's bids)	Q & A	Questions & Answers
Department	Purchasing (view department's bids)		
Bid Classifications	Classification Codes		
Bid Regions	Regions		
Bid Contact	see contact information		
Delivery Location	One or more of the following locations Williamson County, Texas Purchasing Department 901 S. Austin Avenue Georgetown TX 78626 Qty 1 Expected Expenditure \$1.00		
View Rules	Click here to change the rules for this bid.		
Best and Final Offer:	Create		

Approval[View Approval Flow](#) [View Approval Flow](#)**Approval Status** Approved**Description**

Bid Number	1608-109
Title	PLEASE ATTACH ANY SUPPORTING DOCUMENTATION TO THIS LINE
Quantity	1 each
Contract Duration	One Time Purchase
Budgeted Amount	\$0.00 (change)
Bid Comments	<p>Williamson County, Texas intends to award a sole-source contract with Destiny Software, Inc. for the following item:</p> <p>AgendaQuick agenda management software support and maintenance</p> <p>THIS IS NOT A REQUEST FOR COMPETITIVE PROPOSALS AND A SOLICITATION WILL NOT BE ISSUED. Interested parties must show clear and compelling evidence of competitive equivalency in order for alternative goods or services to be considered. Williamson County will review any information collected through this RFI to determine if offers of any equivalent goods or services meet the needs of the County. If it is concluded that additional suppliers of equivalent goods or services do exist, then a formal solicitation may follow.</p> <p>If no affirmative responses are received by 3:30PM, August 24, 2016 showing clear and compelling evidence of competitive equivalency to the items described herein, an award will be made without further notice. Oral communications are not acceptable in response to this notice.</p>
Description	<p>Williamson County, Texas intends to award a sole-source contract with Destiny Software, Inc. for the following item:</p> <p>AgendaQuick agenda management software support and maintenance</p> <p><u>Please Attach Any Supporting Documentation To This Line</u></p>



Sole Source Justification Request

This request is for a:

Sole Source Item (goods or services are available from ONLY this supplier due to a unique capability, patent, copyright, secret process, or capability to meet the requirements of the solicitation)

This Sole Source justification requires additional documentation and requirements as listed below. **One of these steps may require placing a public notice in BidSync for 14 days, in order to allow any possible competitors to come forward with equivalent goods or services.** This step will be completed by the Purchasing Team that supports your office or county department after all required documents have been submitted. In addition, all sole source justifications must be approved in Commissioners Court.

Required Documentation that must accompany this request before this purchase can be considered (any missing documentation will result in delays). *Check all included documents:*

- ☒ This request form completed and signed
- ☒ A written quote from the supplier, listing the goods, services and pricing
- ☒ Letter of justification from the supplier (on company letterhead and signed by an authorized representative) establishing why they are the only Sole Source provider of the service or item
- ☒ Notarized Sole source affidavit completed by the supplier
- ☒ Signed letter of recommendation from the Elected Official or County Department Head

Requestor Name and County Office / Department: Lisa Maraden, Technology Services

Requestor Title: Analyst I

Requestor Phone Number: 512-943-1985

Requested Sole Source Supplier:

Company Name: Destiny Software, Inc.

Contact Name: Dean Dickinson

Address P.O. Box

City: Woodinville

State: WA

Zip Code: 98072

Phone Number: 425-415-1777

Email Address: dean@destinysoftwareinc.com

Website: destinysoftwareinc.com

Is the recommended supplier the manufacturer? ☒ Yes ☐ No

Does the manufacturer sell the item(s) through distributors? ☐ Yes ☒ No

Description of the Product or Service: (if additional space is needed, include a separate page) *Describe the full scope of work, including installation if required, items should include brand, model and part number if applicable.*

AgendaQuick is an agenda management software that the County currently uses to post items on the Commissioners Court Agenda. IT was developed by Destiny Software and all maintenance and technical support is provided in-house by the staff of Destiny Software.

Schedule: *Identify the date items are needed to be delivered, or month work is to be performed. Please be specific and do not use "ASAP".*

October 1, 2016-September 30, 2020. This is a 5 year quote/agreement

Estimated Cost: \$28,568

SOLE SOURCE RATIONALE

Complete the following checklist:

The requested supplier is the only source of required item(s) or service(s) because:

Check all that apply:

- ☐ The required item or service is proprietary to the supplier
- ☐ The recommended supplier holds the patent on the requested item(s)
- ☒ The recommended supplier is the only supplier capable of performing the requested service
- ☐ A specific item is needed
- ☒ To be compatible or interchangeable with existing hardware
- ☐ As a spare or replacement hardware
- ☐ For the repair or modification of existing hardware
- ☐ For technical evaluation or testing
- ☐ Have there been any prior attempts to obtain competitive bids or proposals for the items or services that failed?

If so, please list and describe such attempts:

- ☐ There is a substantial risk in selecting another product or service provider.

If so, please describe:

- ☒ It is not possible to obtain competitive bids for consideration.

If so, why:

Destiny Software, Inc developed AgendaQuick and is the only company that can provide support

☐ Are there any other companies who can provide the services or needed items?

If so, please list and provide explanation of why they were unable to meet the requirements:

☐ List any other sources, suppliers, products or service providers that you reviewed in your selection process:

☐ List all research methods that you reviewed in your selection process (i.e.: specific internet searches, trade publications, references, etc.):

ACKNOWLEDGEMENT

☒ I affirm and acknowledge Williamson County's requirements, justification and criteria for Sole Source purchases. I have gathered the required technical information, provided all required documentation, have made a concerted effort to review comparable / equal equipment or services to the best of my ability, and further affirm that there is no conflict of interest in my recommendation of the selected item(s), service(s) or supplier.

☒ I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this document. I, by the act of signing or typing my name below, hereby certify under penalty of perjury, under the laws of the State of Texas, the foregoing is true and correct.

Date: 8/10/2016

Signature: Lisa Maraden

** By typing your name, this is equivalent to a legal signature*

NOTE: After a passage of time, an item or service may no longer qualify as a sole source purchase due to other similar items or services becoming available from other suppliers. Thus, all prior sole source determinations must be reapproved by the Williamson County Purchasing Department following completion of a Sole Source Justification Request Process and satisfactory completion of such process must be noted on requisitions and purchase orders.



DESTINY SOFTWARE, INC.

August 1, 2016

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626

Re: Sole-Source Justification for AgendaQuick Maintenance Contract

AgendaQuick is an agenda management software application developed by Destiny Software, Inc. in 2005.

All maintenance and technical support is provided in-house by the staff of Destiny Software, Inc.

There are no other authorized vendors or resellers who have the permission or ability to maintain the program or provide customer support services to our clients.

Sincerely,

Dean Dickinson
Vice President
Destiny Software, Inc.



Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT:

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared DEAN DICKINSON, who after being duly sworn on oath stated the following:

My name is Dean Dickinson. My title is Vice President, Destiny Software, Inc.
I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

Sole-source items include:

Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: AgendaQuick Maintenance/Support
I am the sole-source supplier of this item because: Destiny Software, Inc. developed the software and is the only company that can provide support. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit on the 2nd day of August, 2016.

Dean Dickinson

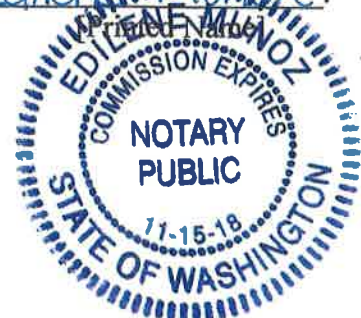
[Signature]

Dean Dickinson, Vice President

[Printed Name] [Title]

SWORN TO AND SUBSCRIBED before me on August 2nd, 2016, by

Edilena Munoz



Edilena Munoz

[Signature] Notary Public

State of Washington
My Commission expires on November 15th, 2016.



Technology Services

August 10, 2016

From: Jay Schade, Sr Director
Williamson County Technology Services

To: Max Bricka
Purchasing Agent / Director
Williamson County Purchasing

Subject: Single / Sole Source Justification Letter

I recommend that we identify Destiny Software as the sole source provider of software maintenance (technical support plus Destiny software updates/upgrades) for Destiny products for the next five years.

Destiny is the owner and manufacturer of Destiny products and they have certified that they are the only provider of software maintenance and support for their products.

Please let me know if you have any questions.

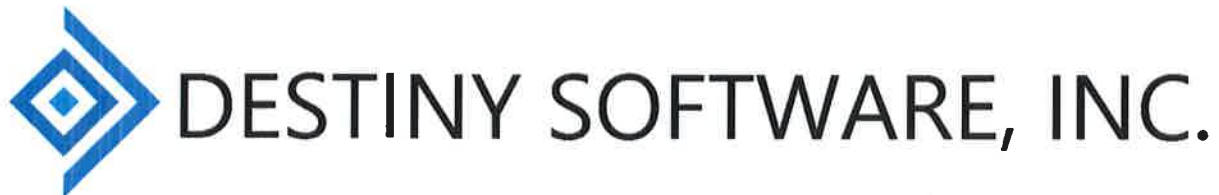
Thank you.

A handwritten signature in blue ink, appearing to read 'J. Schade'.

Jay Schade, Sr Director
Williamson County Technology Services

WILLIAMSON COUNTY

512.943.1460 Fax 512.943.1488
301 SE Inner Loop, Suite 105
Georgetown, Texas 78626



AGENDAQUICK MAINTENANCE & SUPPORT QUOTE FOR WILLIAMSON COUNTY TEXAS

Destiny Software, Inc. proposes to continue with the ongoing maintenance and support of the AgendaQuick system initially provided by Manatron/Thomson-Reuters.

The effective date is to coincide with the termination date of the existing service agreement with Manatron/Thomson-Reuters, estimated to be October 1, 2016.

AgendaQuick – Maintenance and Support

October 2016	\$5,200
October 2017	\$ 5,200
October 2018	\$ 5,824
October 2019	\$ 5,824
October 2020	\$ 6,520
<hr/>	
Total Five Years	\$28,568

Software License & Service Agreement

Effective Date: October 1, 2016

THIS AGREEMENT between **Destiny Software Inc.** ("Licensor"), of 19724 166th Ave NE, Woodinville, Washington 98072, Mailing address: PO Box 827, Woodinville, WA 98072 and **Williamson County, Texas** ("Licensee"), of 710 Main St. Georgetown, TX 78626

WHEREAS:

- (A) This Agreement is a license and service agreement and not an agreement for the sale of software.
- (B) This Agreement gives Licensee limited rights to use the Software and Related Materials described below and imposes upon Licensee certain obligations to protect the Software and Related Materials from unauthorized use, reproduction, distribution or publication.
- (C) This Agreement imposes upon Licensor certain obligations to provide customer service in regard to the ongoing maintenance of Software and Related Materials described below.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- I. **Definitions.** In this Agreement the following words and phrases shall have the following respective meanings, unless the context otherwise requires:
 - (a) **"Confidential Information"** means proprietary material or information belonging to Licensor, or to any third party to which Licensor owes a duty to maintain confidentiality, directly or indirectly placed by Licensor, or by third parties to which Licensor is related, into the possession of Licensee which material or information is not generally available to or used by others (except other persons whom Licensor has granted licenses of the Software and Related Materials or part thereof) or the utility or value of which is not generally known or recognized as standard practice, whether or not the underlying details are in the public domain, and includes, without limitation, all business information, computer software and computer technology, whether patentable or not, which is acquired by or on behalf of Licensee from time to time and which, owing to the relationship between Licensor and Licensee, may become known to Licensee.
 - (b) **"Copyrights"** shall refer to those copyrights or copyright registrations for the Software or the Software and Related Materials and shall include future copyrights belonging to Licensor or any third party related to Licensor for improvements and modifications thereof and applications by Licensor for registration of copyrights for improvements and modifications thereof;
 - (c) **"Enhancements"** means changes and/or improvements to the Software, whether arising out of the particular Software configuration for the specific use of Licensee or otherwise;

- (d) "**Errors**" means, with regard to the Software, incorrect source code or object code or anything not in agreement with published Specifications or requested modifications;
- (e) "**Know-How**" includes all technology, source code, object code, local area network manager code, technical information, procedures, processes, trade secrets, methods, practices, techniques, information, logic/flow charts, sketches, drawings, Specifications, application and modification manuals and data relating to the design, manufacture, production, inspection, and testing of the Software, which are from time to time in Licensor's possession;
- (f) "**Manuals**" means the programmer's manuals, the technical manuals and the user manuals and other similar documentation;
- (g) "**Modifications**" means Enhancements and/or correction of Errors, and Modifications shall be deemed to have been accepted by Licensee upon the lapse of sixty (60) days following successful installation of any Modifications unless Licensee notifies Licensor in writing prior to the lapse of such period that the Modifications in question do not conform to Specifications;
- (h) "**Related Materials**" means all of the printed materials, user documentation, training documentation and confidential activation code for the Software supplied by Licensor to Licensee, and includes the Manuals;
- (i) "**Service**", which means consulting time, providing technical information and or assistance in the ongoing maintenance of the Software;
- (j) "**Software**", which includes the Know-How and, unless otherwise hereinafter set out to the contrary, any Modifications, is described on Schedule "A" herein and includes all actual copies of all or any portion of the computer programs delivered by Licensor to Licensee, inclusive of backups, updates and merged copies either permitted by this Agreement or supplied subsequently by Licensor or any party related to Licensor; and
- (k) "**Specifications**" means the functional performance parameters of the Software.

2. **Grant of License and Reservation of Ownership.** Licensor hereby grants to Licensee a personal, non-exclusive, non-transferable license to use the Software and Related Materials at the site referred to in **Schedule "A"** hereto and otherwise pursuant to the terms of this Agreement. Licensee agrees to use its best efforts to protect the Software and Related Materials from unauthorized use, reproduction, distribution or publication.

3. **License & Service Fee.** In consideration for the granting of the license of the Software and Related Materials to Licensee, and for the providing by Licensor of service, as defined in **Schedule "B"**, Licensee hereby agrees to pay to Licensor a license & service fee, as defined in **Schedule "B"**. Licensee shall also pay to Licensor all sales, excise and other taxes thereon and upon any other amounts payable by Licensee to Licensor pursuant to this Agreement.
4. **Payment:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
5. **Right to Audit:** Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.
6. **Copyrights.**
 - (a) The Software and Related Materials are owned by Licensor and are protected by U.S. copyright laws and applicable international treaties and/or conventions. Without limiting the prohibition on assignment contained elsewhere in this Agreement, Licensee acknowledges that its rights to use the Software and Related Materials are personal to Licensee. Licensee therefore covenants not to permit the use of the Software and Related Materials by unauthorized persons and to use its best efforts to prevent the exportation of the Software and Related Materials or any portion thereof into any country which does not have copyright laws that will protect Licensor's Copyrights.
 - (b) Licensor, at its own expense, will defend and indemnify Licensee from all claims that the Software and Related Materials infringe a United States of America copyright, provided that Licensee gives Licensor prompt written notice of such

claims and permit Licensor to defend or settle the claims and provides Licensor with all reasonable co-operation and further provided that Licensor shall not be required to defend and indemnify Licensee from infringement claims resulting from Modifications by Licensee.

- (c) As to any Software and Related Materials which are or in the opinion of Licensor may become subject to a claim of infringement, Licensor, at its option, will obtain the right for Licensee to continue using the Software and Related Materials or replace or modify the Software and Related Materials so as to make it non-infringing. If none of the aforementioned alternatives are available on commercially reasonable terms, then Licensee agrees to return the Software and Related Materials to Licensor upon Licensor's written request and Licensor shall, upon return, refund to Licensee all license fees paid by Licensee to Licensor, and Licensor shall have no other or further liability to Licensee. Licensee acknowledges that the remedies set out in paragraph 11 hereof constitute the sole and exclusive remedy of Licensee for copyright infringement.

7. **Permitted Uses of the Software and Related Materials.** As each configuration of central processing units and/or networked systems may be unique, Licensee agrees to conform Licensee's use of the Software to the particular Software configuration licensed by Licensor to Licensee. Said configuration is incorporated into this license agreement by reference, inclusive of Modifications created or approved by Licensor. Licensee may make one (1) copy of the Software for archival purposes only, unless Licensor agrees otherwise in writing.

8. **Uses Not Permitted.** Licensee covenants and agrees that it will not:

- (a) whether in whole or in part, sell, rent, lease, sublease, license, sublicense, lend, time-share, transfer, assign or provide the use of or access to the Software and Related Materials, or any portion thereof, to unlicensed persons;
- (b) assign, mortgage, charge or otherwise encumber either the Software and Related Materials or its rights under this Agreement;
- (c) reverse engineer, decompile or disassemble the Software;
- (d) alter, modify or create any derivative works of the Software and Related Materials or any portion thereof, except as needed for Licensee's own use of Software;
- (e) except as permitted elsewhere in this Agreement, make additional copies of the Software and Related Materials or any portion thereof;
- (f) obscure or remove any copyright or trademark notices.

9. **Assignment.** Without limiting anything contained elsewhere in this Agreement, Licensee shall not assign this Agreement or any rights herein without the prior written consent of Licensor, which consent may be arbitrarily withheld. Any purported assignment without Licensor's consent shall be deemed to be null and void.
10. **Term.** The license granted by this Agreement shall commence on the date of this Agreement and shall continue for a period of one year thereafter. This Agreement shall be automatically renewed at the end of the one year period unless Licensee requests termination, in writing, 30 days prior to the end of the period. Notwithstanding the foregoing, this Agreement will terminate automatically without notice if Licensee fails to comply with any provision of this Agreement. The parties agree that all provisions set out in this Agreement for the protection of Licensor and its Copyrights shall remain in force notwithstanding termination of this Agreement.
11. **Updates.** Provided that Licensee is in compliance with the terms and conditions of this Agreement, Licensor agrees to make available to Licensee all updates, improvements and enhancements for the Software. Nothing herein shall be construed or interpreted as requiring Licensor to develop any such updates, improvements or enhancements.
12. **Limited Warranty.**
 - (a) Licensor warrants that the Software, as defined in **Schedule "A"** and, any **additional Software, as defined in future revisions to Schedule "A"**, without Modifications, will substantially conform to the Related Materials for a period of one (1) year from the date of receipt by Licensee. Licensor warrants that the media upon which the Software is provided and the Related Materials will be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of receipt by Licensee.
 - (b) **LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND RELATED MATERIALS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE FOREGOING EXCLUSIONS MAY NOT APPLY TO COMPANY. COMPANY MAY HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.**
 - (c) During the warranty period, Licensor's entire liability and Licensee's exclusive

remedy shall, at Licensor's option, be one of the following:

- (i) Licensor may attempt to correct or work around Errors;
 - (ii) Licensor may replace the Software and Related Materials;
 - (d) Licensor shall not be liable for damages, direct or indirect, special, incidental, consequential, punitive or exemplary, related to Licensee's use of the Software and Related Materials, even if Licensor is advised of the possibility of such damage.
13. **Confidentiality.** All Confidential Information, including the Know-How, shall be treated as confidential by Licensee and shall be used solely to enable Licensee to use the Software in accordance with this Agreement. Nothing contained herein shall prevent Licensee from making disclosure of any of the Confidential Information to any employee of Licensee for the sole purpose of utilizing the Software and Related Materials in accordance with this Agreement, provided that Licensee shall obtain from each employee to whom such disclosure is made a covenant of non-disclosure.
14. **No Implied Waiver.** No failure or delay by Licensor in enforcing any right or remedy in this Agreement shall be construed as a waiver of any future exercise of such right or remedy by Licensor.
15. **Conflict of Documents.** Any conflict between the terms of this Agreement and any purchase order or other document in relation to the license granted hereby shall be resolved in favor of the terms of this Agreement.
16. **Equitable Relief.** Licensee acknowledges that any breach by it of any of the terms of this Agreement is likely to result in irreparable harm or damage to Licensor and that, in the event of such breach, in addition to any and all remedies at law, Licensor shall have the right to obtain an injunction, specific performance or other equitable relief to prevent the continuous violation of the terms of this Agreement.
17. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Texas
18. **Forum.** This agreement, including its payment obligation, is performable in Williamson County and venue for all actions in connection with this Agreement shall lie exclusively in Williamson County.

19. **Entire Agreement.** This Agreement constitutes the sole and entire agreement between the parties, and supersedes any previous agreements, understandings and arrangements between the parties relating to the Software and Related Materials. Any amendments hereto are enforceable only if in writing and signed by each of the parties.
20. **Severability** If any portion of this Agreement is deemed by any court of competent jurisdiction to be illegal or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect notwithstanding.
21. **Execution.** This Agreement has been executed by an authorized signatory duly entitled to bind the party on behalf of which he or she has executed this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

Williamson County

Destiny Software Inc.

Per: _____
Name:
Title:

Per: Dean Dickinson
Name: Dean Dickinson
Title: Vice President

Schedule "A"

Effective: October 1, 2016

Description of Software & Services	AgendaQuick – Web-based agenda software system (Locally installed on Licensee Servers)	
Software License Price	AgendaQuick™ System Software	Included In Maintenance
Streaming Video Integration	Integrated with Swagit Video	Included In Maintenance
Licensee Site:	Williamson County, Texas	

Schedule "B"

Software License, Maintenance & Service Fee Schedule

Effective: October 1, 2016

Description of Services	<ul style="list-style-type: none">• Customer Training and Program Documentation for AgendaQuick• Customer Support for Purchased Software Listed in Schedule "A"• Free Updates, if applicable, to Purchased Software Listed in Schedule "A"
Initial Term of Agreement	October 1, 2016 to September 31, 2020
Annual Service & Maintenance Fee	
October 2016	\$5,200
October 2017	\$5,200
October 2018	\$5,824
October 2019	\$5,824
October 2020	\$6,520

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

Certificate Number:
2016-105524

Date Filed:
08/29/2016

Date Acknowledged:

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

Destiny Software
Woodinville, WA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson 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.

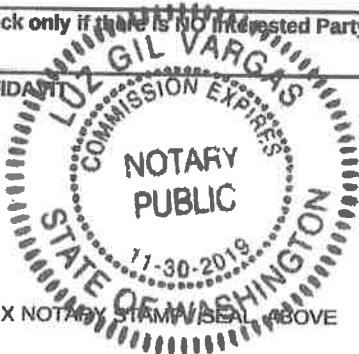
Sole Source Destiny Software
Web-based Agenda Management Software

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Dickinson, Donald	Woodinville, WA United States	X	
	Dickinson, Desta	Woodinville, WA United States	X	

5 Check only if there is no interested party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Desta Dickinson

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP SEAL ABOVE

Sworn to and subscribed before me, by the said Desta Dickinson, this the 29th day of August, 2016, to certify which, witness my hand and seal of office.

Luz Gil Vargas
Signature of officer administering oath

Luz Gil Vargas
Printed name of officer administering oath

Notary Public
Title of officer administering oath