

STATE OF TEXAS

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COUNTY OF FORT BEND

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EIGHTH AMENDMENT TO GHG SERVICE LEVEL AGREEMENT

This Eighth Amendment to the GHG Service Level Agreement is made and entered into on by and between Fort Bend County, Texas, a body corporate and politic acting herein by and through its Commissioners Court (“County”), and GHG Corporation (hereinafter “GHG”), a Texas corporation authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, County and GHG executed and accepted that certain Service Level Agreement on October 7, 2008, and as amended on or about October 6, 2009, July 6, 2010, July 8, 2014, January 27, 2015, January 26, 2016, January 3, 2017 and on or about February 6, 2018 (collectively the “Agreement”), incorporated herein by reference for all purposes; and

WHEREAS, County and GHG desire to amend the Agreement to add licenses for 150 additional users and renew the annual support and maintenance services for the electronic Clockwise Solution for the 2019 calendar year as reflected in the GHG Clockwise License Request, attached hereto as Exhibit A and incorporated herein for all purposes.

NOW THEREFORE, in consideration of the foregoing, the Agreement between County and GHG is hereby amended to read as follows:

1. The Agreement is hereby amended to increase the total number of licensed users from 3,100 to a total number of 3,250 users at \$10.00 per user for a total of \$1,500.00, with access to the Clockwise Solution available to all users upon execution of this Eighth Amendment through December 31, 2019.
2. The Agreement is hereby renewed to extend the annual support and maintenance services currently provided under the Agreement at a cost of \$6,800.00 with a new termination date of December 31, 2019.
3. An additional amount not-to-exceed eight thousand three hundred dollars and no cents (\$8,300.00) shall be available for payment to GHG under this Eighth Amendment as detailed in Exhibit A.
4. No additional funding shall be available for services by GHG provided under the Agreement and any subsequent amendment without prior written consent of County.
5. Certain State Law Requirements for Contracts:
 - A. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

- B. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
- 6. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

If there is a conflict between this Eighth Amendment and the Agreement, the provisions of this Eighth Amendment shall prevail with regard to the conflict.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date of final signature.

FORT BEND COUNTY

GHG CORPORATION

Robert E. Hebert, County Judge

Authorized Agent- Signature

Date

Authorized Agent- Printed Name

Title

ATTEST:

Date

Laura Richard, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ _____ are available to accomplish and pay the obligation of the Fort Bend County under this Eighth Amendment.

Robert E. Sturdivant, Fort Bend County Auditor

EXHIBIT A: INVOICE DATED 11/7/2018

EXHIBIT A



960 Clear Lake City Blvd
 Webster TX 77598
 281.488.8806 (P)
 281.488.1838 (F)

Quote Date:	11/7/2018
Valid Until:	12/7/2018
Prepared for:	Fort Bend County
Prepared by:	Idris Johnson

GHG Clockwise License Request Agreement

Users	Cost Per User	Cost
Additional 150 Users	\$10	\$1,500
Annual Support & Maintenance Fees <i>January 1, 2019</i>		\$6,800
Accounts:		
(1) Fort Bend County	3,100 Users	
	3,250 TOTAL - after increase users	

THE CLOCKWISE SOLUTION

The Clockwise Solution licensed to you hereunder includes its full suite of functionality, including Timesheet & Leave Management, and current software functionality.

BILLING INFORMATION

NOTE: All fields are required

Company Name _____

Billing Address: _____

Billing Point of Contact: _____

Phone: _____ Email: _____

In the event that the information above changes, please contact GHG's billing office with correct information. Billing can be reached via email at billing@gcoclockwise.com or by phone at 281.488.8806 ext. 148.