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IMPLEMENTATION PHASE I

THIS SECOND AMENDMENT (the “Second Amendment”) is made and entered into by and between FORT BEND COUNTY, a body corporate and politic under the laws of the State of Texas, acting herein by and through its Commissioners’ Court (“County”), and Carahsoft Technology Corp. (“Carahsoft”), an entity authorized to conduct business in the State of Texas (collectively referred to as the “parties”).

WITNESSETH

WHEREAS, the parties executed and accepted that certain Agreement for ServiceNow Implementation on May 23, 2023, and the Amendment to Agreement for ServiceNow Implementation on June 27, 2023, (collectively hereinafter the “Agreement”), which are incorporated herein by reference as if set forth herein verbatim; and

WHEREAS, the parties desire to amend the Agreement to reduce the out-of-pocket expenses not incurred by Carahsoft concerning performance of Services under the Agreement, including travel expenses; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

Section 1. Compensation and Payment

County will reduce the amount payable to Carahsoft in the amount of Thirty Thousand dollars and 00/100 (\$30,000.00) concerning out-of-pocket expenses not incurred by Carahsoft under the Agreement, including travel expenses.

Section 2. Limit of Appropriation

The Maximum Compensation payable to Carahsoft for Services rendered is hereby decreased to Three Hundred Thirteen Thousand, Seventy-Four dollars and 41/100 (\$313,074.41), authorized as follows:

\$343,074.41 under the Agreement; and

Less \$30,000.00 under this Second Amendment.

Section 3. Conflict

In the event there is a conflict between the Agreement and this Second Amendment, then this Second Amendment will control. In the event of a conflict between this Second Amendment and DIR-TSO-4288 then DIR-TSO-4288 shall control. Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

{Remainder of page left blank intentionally}

{Execution to follow}

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. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Second Amendment is effective upon execution by both parties.

FORT BEND COUNTY

CARAHSOFT TECHNOLOGY CORP.

KP George, County Judge

Kristina Smith

Authorized Agent – Signature

Date

Kristina Smith

Authorized Agent- Printed Name

ATTEST:

Contracts Director

Title

Laura Richard, County Clerk

11/20/2023

Date

REVIEWED:

Robyn Doughtie

Information Technology Department

AUDITOR'S CERTIFICATE

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

Robert E. Sturdivant, County Auditor