

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**SECOND AMENDMENT TO AGREEMENT FOR GRANT MANAGEMENT SOFTWARE
(RFP 20-076)**

THIS SECOND AMENDMENT ("Second Amendment") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Carahsoft Technology Corp., ("Carahsoft"), a company authorized to conduct business in the State of Texas (collectively referred to as the "parties").

WITNESSETH:

WHEREAS, the parties previously entered into the Agreement for Grant Management Software, on or about September 22, 2020, pursuant to County RFP 20-076, and as amended on or about June 7, 2022, collectively referred to as the "Agreement" and incorporated fully by reference for all purposes; and

NOW, THEREFORE, County and Carahsoft desire to amend said Agreement as set forth below:

I. Amendments

1. **Scope of Services.** Carahsoft shall provide additional services as described in Carahsoft's Price Quote, dated January 11, 2024, attached as Exhibit "A-2" and incorporated fully by reference.
2. **Term.** This Second Amendment is effective as of October 1, 2023, and shall expire no later than September 30, 2025, unless terminated sooner pursuant to this Agreement. Neither the Agreement nor this Second Amendment shall not automatically renew, but may renew upon written agreement of the parties. The parties acknowledge and agree that services were and will be supported by good and valuable consideration during the Term of this Agreement, the sufficiency of which is acknowledged by the parties.
3. **Limit of Appropriation.** Carahsoft's fees shall be calculated at the rates set forth in the attached Exhibit A-2. The Maximum Compensation for the performance of services within the Scope of Services as described in Exhibit A-2 is \$8,500.00. In no case shall the amount paid by County under this Second Amendment exceed this Maximum Compensation without an approved change order. Carahsoft clearly understands and agrees, such understanding and agreement being of the absolute essence of this Second Amendment, that County shall have available the total maximum sum of \$8,500.00, specifically allocated to fully discharge any and all liabilities County may incur concerning this Second Amendment. Carahsoft does further understand and agree, said understanding and agreement also being of the absolute essence of this Second Amendment, that the total maximum compensation that Carahsoft may become entitled to and the total maximum sum that County may

become liable to pay to Carahsoft shall not under any conditions, circumstances, or interpretations thereof exceed \$8,500.00.

4. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
5. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
6. **Understanding, Fair Construction.** By execution of this Second Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Second Amendment. This Second Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
7. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

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 and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

REVIEWED:

Robyn Doughtie

Information Technology Department

CARAHSOFT TECHNOLOGY CORP.

Sean Hiebert

Authorized Agent – Signature

Sean Hiebert

Authorized Agent- Printed Name

Partner Alliance Manager

Title

5/13/24

Date

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 Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A-2: Carahsoft's Price Quote, dated January 11, 2024

I:\AGREEMENTS\2024 Agreements\Purchasing\IT\Carahsoft Technology Corp (24-IT-100588)\Second Amendment to Agreement for Grant Management Software.docx aw

EXHIBIT A-2



Price Quote

Prepared for

Fort Bend County, TX

by

Mark Manfre
eCivis

Renewal

1/11/24

eCivis Price Quote

SaaS Subscription	Units	Avg Unit Price	Total Price
Grants Network: Upgrade to Unlimited Licenses	1	\$8,5000	\$8,500.00
		Recurring Annual Fee(s) Sub-Total	\$8,500.00
		TOTAL PRICE	\$8,500.00

Quote is to upgrade to Unlimited Licensing for the duration of the current Agreement

