

STATE OF TEXAS

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COUNTY OF FORT BEND

SECOND AMENDMENT TO PRECISION GROUP, INC.'S AGREEMENT
Pursuant to DIR CONTRACT NO. DIR-TSO-4242

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 Precision Task Group, Inc., ("PTG"), a company authorized to conduct business in the State of Texas (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, on July 25, 2023, subject to changes in the Addendum to Precision Task Group, Inc.'s Agreement, the Parties previously executed and accepted PTG's Workday Launch Deployment Technical Services Statement of Work, Services Agreement for Workday Technical Services, Order Form# P00365682.0, Order Form #P366928 (the "Original Agreement"); and as amended on February 13, 2024 (the "Amendment"), collectively referred to as the "Agreement" and incorporated fully by reference for all purposes; and

WHEREAS, County and PTG desire to amend the Agreement to extend post production support, and increase the Limit of Appropriation; and

WHEREAS, the Agreement is amended as set forth below:

I. Amendments

1. **Post Production Support.** The Post Production Support services are extended to September 13, 2024, and again to a period from September 16, 2024 through October 4, 2024, as more specifically described in PTG's Change Orders #P468492 and #P470753, collectively attached as Exhibit "A-2" and incorporated fully by reference. The Parties acknowledge and agree that the Post Production Support services described in this Section were and will be supported by good and valuable consideration, the sufficiency of which is acknowledged by the Parties.
2. **Limit of Appropriation.** PTG's fees concerning the revised Post Production Support services shall be calculated at the rates set forth in the attached Exhibit A-2. The Limit of Appropriation for the performance of services as described in Exhibit A-2 is \$19,317.60. The Limit of Appropriation payable to PTG for all Services rendered under the Agreement is hereby increased to an amount not to exceed \$7,956,103.60, authorized as follows:

\$7,907,747.00 under the Original Agreement;
 \$29,039.00 under the Amendment; and
 \$19,317.60 under this Second Amendment

In no case shall the amount paid by County for all product and/or Services under the Agreement and this Second Amendment to the Agreement exceed the above Limit of Appropriation without an agreement executed by the Parties.

3. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
4. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
5. **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.
6. **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)

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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

PRECISION TASK GROUP, INC.

KP George, County Judge

Michael Baudler
Digitally signed by Michael Baudler
DN: CN = Michael Baudler, email = michael.baudler@ptg.com, C = US
O = Precision Task Group, Inc.
Date: 2024.10.10 07:57:58 -0500

Authorized Agent – Signature

Date

Michael Baudler
Authorized Agent- Printed Name

ATTEST:

CFO
Title

Laura Richard, County Clerk

10/10/2024
Date

REVIEWED:

Nicole A. Ledet

Human Resource Office

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 Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A-2: PTG's Change Orders #P468492 and #P470753

EXHIBIT A-2

CHANGE ORDER

| | |
|---|--|
| Reseller Name | Precision Task Group, Inc. (“Reseller” or “PTG”) |
| Customer Name | County of Ford Bend (“Customer”) |
| Workday Entity Name | Workday, Inc. 6110 Stoneridge Mall Rd., Pleasanton, CA 94588 (“Workday”) |
| Name of Master Contract | DIR-TSO-4242 (“Agreement”) |
| Agreement Effective Date | December 14, 2019 |
| Name of Technical Services Agreement under Agreement | Appendix D, Technical Services Agreement for Workday Services (“TSA”) |
| TSA Effective Date | July 25, 2023 |
| SOW Effective Date / SOW # | July 25, 2023 / SOW #P373005 |
| Change Order Effective Date | The later of the dates beneath the parties’ signature below |
| Target Change Order Close Date | September 6, 2024 |
| Currency | USD |
| Fee Type | Fixed Fee |

| | |
|---|---|
| Customer/Partner Project Manager | Dennis Smith |
| Project Name | Fort Bend County HCM / Planning (“Project”) |
| Project Sponsor | Roman Cortes |
| Workday Engagement Manager | Machelle Starling |
| Summary of Change Type | Extended Post Production support |
| Impact Assessed by | Machelle Starling |
| Workday Region | Government |

Fees:

There are no additional Technical Services Fees due from Customer for this Change Order

Any travel and other expenses associated with the Technical Services set forth in this Change Order are subject to the terms of the SOW, the TSA, and the Agreement to which the SOW is subject, as the case may be.

Amendment:

This Change Order amends the SOW identified above. Except as expressly amended by this Change Order, the terms of the SOW shall remain in full force and effect.

Change Order Reason(s):

- Additional project management
- Additional post prod support

Changes to Tasks in Scope:

- Post production support extended

Changes to Deliverables:

- Post production extended and ends 9/13/2024

Changes to Project Schedule:

- This Change Order modifies the project schedule set forth in the current project plan as follows: Post production extended and ends 9/13/2024; customer go live changed to 9/9/24; MTP as 8/19/24 as scheduled.

Impact Assessment:

CHANGE ORDER

| | |
|---|---|
| Project Activities Affected | Additional Project Management, Functional and Technical support |
| Tasks removed from Original SOW | N/A |
| Tasks modified from Original SOW | N/A |
| Project Schedule Impact | Extended Post Production to 9/13/2024 |
| Change Order Fees | \$0 |

| Customer Contact Information | Billing Contact | Project Contact |
|-------------------------------------|--|--|
| Contact Name | Robyn Doughtie | Robyn Doughtie |
| Street Address | 301 Jackson St | 301 Jackson St |
| City, State, Zip Code | Richmond, Texas 77469 | Richmond, Texas 77469 |
| Country | United States | United States |
| Phone | 281-341-4574 | 281-341-4574 |
| Email (required) | Robyn.Doughtie@fortbendcountytx.gov | Robyn.Doughtie@fortbendcountytx.gov |

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Change Order as of the later dates beneath the parties' signatures below.

County of Fort Bend

Precision Task Group, Inc.

Michael Baudler
Digitally signed by Michael Baudler
 DN: cn = Michael Baudler email = michael.baudler@ptg.com, o = Precision Task Group, c = US
 Date: 2024.10.10 07:07:18 -0500

| | |
|-------------|-----------------|
| Signature | Signature |
| Name | Michael Baudler |
| Title | CFO |
| Date Signed | 10/10/2024 |

CHANGE ORDER

| | |
|---|--|
| Reseller Name | Precision Task Group, Inc. ("PTG") |
| Customer Name | County of Ford Bend ("Customer") |
| Workday Entity Name | Workday, Inc. 6110 Stoneridge Mall Rd., Pleasanton, CA 94588 ("Workday") |
| Name of Master Contract | DIR-TSO-4242 ("Agreement") |
| Agreement Effective Date | December 14, 2019 |
| Name of Technical Services Agreement under Agreement | Appendix D, Technical Services Agreement for Workday Services ("TSA") |
| TSA Effective Date | July 25, 2023 |
| SOW Effective Date / SOW # | July 25, 2023 / SOW #P373005 |
| Change Order Effective Date | The later of the dates beneath the parties' signature below |
| Currency | USD |
| Fee Type | Fixed Fee |
| Change Order Fees | \$19,317.60 |

| | |
|---|---|
| Customer/Partner Project Manager | Dennis Smith |
| Project Name | Fort Bend County HCM / Planning ("Project") |
| Project Sponsor | Roman Cortes |
| Workday Engagement Manager | Machelle Starling |
| Billing Contact Email (Required) | accounting@ptg.com |

Fees:

The Technical Services Fees for this Change Order are \$19,317.60. Customer will be invoiced upon the Change Order Effective Date with fees payable in accordance with the terms of the SOW, TSA, and the Agreement to which the SOW is subject, as the case may be.

Any travel and other expenses associated with the Technical Services set forth in this Change Order are subject to the terms of the SOW, TSA, and the Agreement to which the SOW is subject, as the case may be.

Amendment:

This Change Order amends the SOW identified above. Except as expressly amended by this Change Order, the terms of the SOW shall remain in full force and effect.

Change Order Reason(s):

- Additional project management
 - Additional testing/post prod support

Changes to Tasks in Scope:

- Post production support extended

Changes to Deliverables:

- Post production extended and ends October 4, 2024

Changes to Project Schedule:

- This Change Order modifies the project schedule set forth in the current project plan as follows: Post production support September 16, 2024 to October 4, 2024.

Changes to Go Live Date:

- This Change Order will not modify the Go-Live Date in the Original SOW.

CHANGE ORDER

Signature Page follows.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Change Order as of the later dates beneath the parties' signatures below.

County of Fort Bend

Precision Task Group, Inc.

Michael Baudler
Digitally signed by: Michael Baudler
DN: cn = Michael Baudler email = michael.baudler@ptg.com C = US
O = Precision Task Group, Inc.
Date: 2024.10.10 07:37:25 -0500

Signature

Signature

Name

Michael Baudler
Name

Title

CFO
Title

Date Signed

10/10/2024
Date Signed