

**STATE OF TEXAS** §  
§  
**COUNTY OF FORT BEND** §

**ADDENDUM TO ALCHEMY TECHNOLOGY GROUP'S WORK ORDER PROPOSAL**  
**Pursuant to DIR Contract #DIR-TSO-4385**

THIS ADDENDUM (“Addendum”) is entered into by and between Fort Bend County, (“County”), a body corporate and politic under the laws of the State of Texas, and Alchemy Technology Group, (“ATG”), a company authorized to conduct business in the State of Texas (hereinafter each referred to as a “party” or collectively as the “parties”).

WHEREAS, subject to the changes herein, the parties have executed and accepted ATG's Work Order Proposal (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, regarding the purchase of professional staff augmentation services (the "Services"); and

WHEREAS, County desires that ATG provide Services as will be more specifically described in this Agreement; and

WHEREAS, ATG represents that it is qualified and desires to perform such Services; and

WHEREAS, the parties wish to utilize the Department of Information Resources ("DIR") Contract #DIR-TSO-4385, which is incorporated fully by reference, for the purchase of the Services; and

WHEREAS, the following changes are incorporated as if a part of the Agreement; and

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

## AGREEMENT

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** Subject to this Addendum, ATG will render Services to County as described in Exhibit A and in accordance with the requirements and specifications of DIR Contract #DIR-TSO-4385, incorporated herein by reference.
3. **Term.** The term of the Agreement is effective as of the date signed by all parties and shall expire no later than six (6) months thereafter, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties.

4. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. ATG may submit invoice(s) electronically in a form acceptable to County via: [apauditor@fortbendcountytexas.gov](mailto:apauditor@fortbendcountytexas.gov). It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.
5. **Limit of Appropriation.** ATG clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Five Hundred Eighty-Three Thousand Six Hundred Eighty and 00/100 dollars (\$583,680.00), specifically allocated to fully discharge any and all liabilities County may incur. ATG does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that ATG may become entitled to and the total maximum sum that County may become liable to pay to ATG shall not under any conditions, circumstances, or interpretations thereof exceed Five Hundred Eighty-Three Thousand Six Hundred Eighty and 00/100 dollars (\$583,680.00). In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
6. **Public Information Act.** ATG expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by ATG shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement and this Addendum are not proprietary or confidential information.
7. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless ATG for any reason are hereby deleted. In accordance with DIR Contract DIR-TSO-4385, Paragraph 10.12, except for liability for personal injury or death or for damage to property caused by the negligence or willful misconduct of ATG or its employees, ATG's total liability arising out of the Agreement and

the provision of the Services shall be limited to two times (2X) the fees paid by County under the specific Statement of Work for which such liability arises.

8. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by ATG in any way associated with the Agreement. In no event will the execution of this Agreement be considered a waiver by County of any applicable statute of limitations under Texas law.

9. **Insurance.**

A. Prior to commencement of the Services, ATG shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. ATG shall provide certified copies of insurance endorsements and/or policies if requested by County. ATG shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. ATG shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of ATG shall contain a waiver of subrogation in favor of County and members of Commissioners Court. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.
- C. If required coverage is written on a claims-made basis, ATG warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- D. ATG shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the ATG.

10. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, ATG hereby verifies that ATG and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, ATG does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
- C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, ATG does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, ATG does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to

agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

11. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
12. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, ATG ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
13. **Use of Customer Name.** ATG may use County's name without County's prior written consent only in any of ATG's customer lists, any other use must be approved in advance by County.
14. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of DIR Contract #DIR-TSO-4385, then the terms and conditions of DIR Contract #DIR-TSO-4385 controls to the extent of the conflict.
15. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
16. **Inspection of Books and Records.** ATG will permit County, or any duly authorized agent of County, to inspect and examine the books and records of ATG for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four (4) years.
17. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
18. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

19. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
20. **Compliance with Laws.** ATG shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, ATG shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified. ATG in providing all Services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
20. **Non-solicitation of Employees.** During the term of this Agreement, County agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of ATG; provided, that a general solicitation to the public for employment is not prohibited under this section.
21. **Independent Contractor.** In the performance of work or services hereunder, ATG shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of ATG or, where permitted, of its subcontractors. ATG and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
22. **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.
23. **Remote Access.** As applicable, if ATG requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of ATG's Services, except as otherwise agreed by the parties and approved by the County's Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before ATG is granted remote access to County Systems:
- (A). ATG will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advance in writing by the County's Director of Information Technology and Chief Information Officer.
  - (B). ATG will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. ATG will not access County Systems via unauthorized methods.
  - (C). ATG's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.

- (D). Remote access is restricted only to County Systems necessary for ATG to provide Services to County pursuant to this Agreement.
- (E). ATG will allow only its Workforce approved in advance by County to access County Systems. ATG will promptly notify County whenever an individual member of ATG's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. ATG will keep a log of access when its Workforce remotely accesses County Systems. ATG will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.
- (F). If any member(s) of ATG's Workforce is provided with remote access to County Systems, then ATG's Workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
- (G). Failure of ATG to comply with this Section may result in ATG and/or ATG's Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
- (H). For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for ATG, is under the direct control of ATG, whether or not they are paid by ATG and who have direct or incidental access to County Systems.
- (I). For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

**(Execution Page Follows)**

IN WITNESS WHEREOF, this Addendum 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 Addendum 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

**ALCHEMY TECHNOLOGY GROUP**

  
\_\_\_\_\_  
Authorized Agent – Signature

Graham Upton

\_\_\_\_\_  
Authorized Agent- Printed Name

General Counsel

\_\_\_\_\_  
Title

02/28/2025

\_\_\_\_\_  
Date

REVIEWED:

  
\_\_\_\_\_  
Information Technology Department

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$\_\_\_\_\_ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

Exhibit A: ATG's Work Order Proposal

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# Exhibit A

January 9, 2024



ALCHEMY  
TECH GROUP

## WORK ORDER

Client Name:

**Fort Bend County Texas**

CONFIDENTIAL

# WORK ORDER

## ISSUED UNDER

DIR – TSO – 4385. This Work Order shall be effective as of the date of the last signature below (the “Effective Date”).

## SCOPE OF WORK:

Alchemy Technology Group, LLC (“Alchemy”) will provide Fort Bend County (“Client”) with staff augmentation services to assist and support Client with its security firewall project (the “Services”) on a temporary basis as described in this Work Order. Alchemy’s architect(s) and consultant(s) performing the Services are collectively the “Consultants”.

## SERVICES

Services shall be rendered on a time and materials basis. All Services will be supervised and directed by Client’s personnel responsible for the security firewall project.

## LOCATION

Consultants shall perform the Services at the following location(s): Onsite at the Client’s facilities in Richmond, Texas.

## CONTRACTOR TERMS

This Work Order may be terminated early for poor performance by one or more Consultants.

| DIR Job Title | SKU         | MRSP RATE | CONTRACT DISCOUNT | DO NOT EXCEED |
|---------------|-------------|-----------|-------------------|---------------|
| Architect     | ATG ARC 1HS | \$400/hr. | 20%               | \$320/hr.     |
| Consultant    | ATG CON 1HS | \$360/hr. | 20%               | \$288/hr.     |

## TERM

The initial term of this Work Order shall begin on Consultant’s start date and end six (6) months thereafter (the “Initial Term”). The Initial Term may be extended upon the parties’ duly executed agreement for one or more successive terms (each a “Renewal Term” and together with the Initial Term, the “Term”).

## CONVERSION TERMS

Conversion Fees. During the term of the applicable Work Order, if Client hires directly onto its own payroll or engages as an independent contractor any Consultant, Client shall pay Alchemy the following percentage of such employee’s annual base salary or compensation based upon the

number of months the Consultant worked for Client. A month shall be calculated as a 30-day period beginning on the Consultant's start date with Client.

| <b>Months in service with Client</b> | <b>Percentage of Employee's Base Salary</b> |
|--------------------------------------|---|
| 0 – 2                                | 25%   |
| 2 – 4                                | 20%   |
| 4 – 6                                | 15%   |
| 6+                                   | No Fee                                      |

## **ASSUMPTIONS**

- No travel or overtime will be approved by the Client.
- Consultant's work schedule shall not exceed 40 hours per week.
- Consultants shall have clear screening and/or background checks administered in accordance with applicable Texas laws and regulations.

IN WITNESS WHEREOF, this Work Order is effective on the Effective Date. Services performed under this Work Order will be conducted in accordance with and subject to the terms and conditions of DIR – TSO – 4385 and this Work Order. In the event of conflict between the terms of this Work Order and DIR – TSO – 4385, DIR – TSO – 4385 shall control.

[SIGNATURES ON FOLLOWING PAGE]

**FORT BEND COUNTY TEXAS**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_


Signature: \_\_\_\_\_

**ALCHEMY TECHNOLOGY GROUP, LLC**

Graham Upton  
Print Name: \_\_\_\_\_

General Counsel  
Title: \_\_\_\_\_

02/28/2025  
Date: \_\_\_\_\_

  
Signature: \_\_\_\_\_

