

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

FIRST AMENDMENT TO GHG SERVICE LEVEL AGREEMENT

THIS FIRST AMENDMENT to the GHG Service Level Agreement 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, hereinafter "County," and GHG Corporation, a Texas Corporation, hereinafter referred to as "GHG," authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, County and GHG entered a Service Level Agreement dated October 7, 2008, (collectively, the "Agreement") attached hereto as Exhibit C, incorporated by reference as if set forth herein verbatim. County and GHG desire to amend said Agreement as set forth in GHG's proposal dated August 12, 2009 and September 17, 2009 invoice, attached hereto as Exhibit A & B and incorporated herein by reference as if set forth verbatim.

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

- A. An additional amount not-to-exceed \$6,400.00 (Six Thousand Four Hundred Dollars) shall be available for additional services provided by GHG in connection with the Project as described in Exhibit A & B.
- B. GHG's compensation for the Project shall not exceed \$59,920.00, which includes the original scope of work and the additional services described in Exhibit A & B.
- C. No additional funding shall be available for services provided under the Agreement without prior written consent of County.
- D. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- E. If there is a conflict between this First Amendment and the Agreement, the provisions of this Amendment shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

10-12-09 orig. ret. to Jeff Council at Treasurer

EXHIBIT A

GHG Corporation

Quotation

GHG will help you automate your business processes today!

DATE August 12, 2009

1100 Hercules Suite 290
Houston, TX 77058
Phone: 281 488 8806 Fax: 281 488 1838

Bill To:

Fort Bend County
309 S. 4th St. Ste 533
Richmond, TX 77469

Quotation valid until: August 27, 2009
Prepared by: Shannon

Comments or special instructions:

Description	AMOUNT
CASE ID	
New BR: Transfer Pay Type when Max Leave Balance is Reached: 40 hours total	3,400.00
TOTAL	\$ 3,400.00

If you have any questions concerning this quotation, contact Shannon, 866-380-4146 x200, ems_support@ghg.com

Customer Acceptance:

Fort Bend County

Date

THANK YOU FOR YOUR BUSINESS!

Statement of Work

CRM CASE ID:

Customization Request

New BR: Transfer Pay Type when Max Leave Balance is Reached

Task

Employees will charge 40 hours per week to REG. After that, they will be charging to CTE.

Comp Time Earned is a Leave type that will have a maximum balance of 80 hours.

Once an employee reaches the max balance of CTE, the hours should then be charged to OT

Assumptions

Eaned Leave will be setup for employee. Comp Time Earned=earned leave,

Comp Time Used=used leave. 1:1 ratio

Priorities will be setup: 1 24 40 = regular, 2 24 999=CTE

BR will run after DCCs

BR must know that the threshold is 80 for CTE balance

Expected Completion

120 days from the time deposit is received

Exhibit B

GHG Corporation

1100 Hercules
Suite 290
Houston, TX 77058

Invoice

Account #	Invoice #
P10738	12035

Bill To
Fort Bend County Auditor ATTN: Heratio Rodgers 301 Jackson Suite 515 Richmond, TX 77469

Invoice Date	DUE DATE
9/17/2009	10/17/2009
Terms	Net 30

P.O. #
CHANGE ORDER

ITEM	QUANTITY	DESCRIPTION	RATE	AMOUNT
eTSMS	1	600 Purchased user License for eTSMS - electronic Time Sheet Management Solution	3,000.00	3,000.00

Thank you for choosing GHG Software.	Total	\$3,000.00
	Payments/Credits	\$0.00
	Balance Due	\$3,000.00

Technical Support includes e-mail and phone support. Upgrades include all purchased product updates and modifications.

Effective September 1, 2008, a \$10.00 charge, or 1% if balance due is greater than \$1,000.00, will be applied to account if payment is not received by the due date.

Terms of Cancellation: GHG must receive written notice of cancellation. Service will continue until the current billing cycle ends. Prorated refunds will not be given if cancellation occurs in the middle of a billing cycle.

Phone : 281.488.8896 x110 1100 Hercules - Suite 290 - Houston, Texas 77058 Fax : 281.488.1838

EXECUTION

This Amendment shall not become effective until executed by all parties hereto.

FORT BEND COUNTY:

Robert Hebert
Robert E. Hebert, County Judge

10-6-09
Date

Attest: Dianne Wilson
Dianne Wilson, County Clerk

APPROVED:
By: Heratio Rodgers
Heratio Rodgers, Project Manager

10/9/09
Date

GHG Corporation
Imia Chumley

10/7/2009
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$59,920 to accomplish and pay the obligation of the Fort Bend County under this contract.

Ed Sturdivant
Ed Sturdivant, Fort Bend County Auditor

- Exhibit A: Proposal for additional services dated August 12, 2009
- Exhibit B: Invoice dated September 17, 2009
- Exhibit C: Original GHG Service Level Agreement