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COUNTY OF FORT BEND

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TWELFTH AMENDMENT TO GHG SERVICE LEVEL AGREEMENT

This Twelfth Amendment to the GHG Service Level Agreement is made and entered into on by and between Fort Bend County, Texas, a body corporate and politic acting herein by and through its Commissioners Court (“County”), and GHG Corporation (hereinafter “GHG”), a Texas corporation authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, County and GHG executed and accepted that certain Service Level Agreement on October 7, 2008, and as amended on or about October 6, 2009, July 6, 2010, July 8, 2014, January 27, 2015, January 26, 2016, January 3, 2017, February 6, 2018, November 27, 2018, March 24, 2020, February 9, 2021, and on or about December 14, 2021 (collectively the “Agreement”), incorporated herein by reference for all purposes; and

WHEREAS, County and GHG desire to amend the Agreement to renew continued maintenance, support and upgrades, and purchase 250 additional user licenses for the electronic Time Sheet Management Solution for 3500 County users as reflected in GHG's Invoice #89404, attached hereto as Exhibit A and incorporated herein for all purposes.

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

1. The Agreement is hereby renewed to extend the annual support, upgrades, and maintenance services currently provided under the Agreement and purchase 250 additional user licenses at a total cost of \$7,846 with a new termination date of December 31, 2023 as detailed in Exhibit A.
2. An additional amount not-to-exceed seven thousand eight hundred forty-six dollars and no cents (\$7,846.00) shall be available for payment to GHG under this Eleventh Amendment as detailed in Exhibit A.
3. No additional funding shall be available for services by GHG provided under the Agreement and any subsequent amendment without prior written consent of County.
4. 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, GHG hereby verifies that GHG 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, GHG 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, GHG 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, GHG 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.
5. BY ACCEPTANCE OF CONTRACT, GHG 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.
6. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.

If there is a conflict between this Eleventh Amendment and the Agreement, the provisions of this Eleventh Amendment shall prevail with regard to the conflict.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date of final signature.

FORT BEND COUNTY

K.P. George
County Judge K.P. George
K.P. George, County Judge

July 25, 2023
Date

ATTEST:

Laura Richard
Laura Richard, County Clerk



GHG CORPORATION

Idris M Johnson
Authorized Agent- Signature

Idris Johnson
Authorized Agent- Printed Name

Director of Sales and Marketing
Title

7/7/2023
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 7,846.00 are available to accomplish and pay the obligation of the Fort Bend County under this Eleventh Amendment.

Robert E. Sturdivant

Robert E. Sturdivant, Fort Bend County Auditor

EXHIBIT A: INVOICE # 89404

EXHIBIT A



960 Clear Lake City Blvd.
Webster, TX 77598

Invoice

Invoice #

89404

Bill To

Fort Bend County Auditor
301 Jackson
Richmond, TX 77469

Invoice Date	DUE DATE
12/1/2022	12/31/2022
Terms	Net 30

P.O. #

Account #

P10738

ITEM	QUANTITY	DESCRIPTION	RATE	AMOUNT
2000 Us...	1	Annual renewal for continued maintenance, support and upgrades for the electronic Time Sheet Management Solution for 3500 user purchased license	7,846.00	7,846.00
		Service Dates: 1/1/23 - 12/31/23		
		**Please note: This invoice is OPTIONAL. If you wish to decline the annual renewal, GHG will no longer be able to offer continued maintenance, upgrades and technical support. After 60 days of nonpayment, the support contract will automatically be canceled and you will need to call GHG to reactivate.		

Terms of Cancellation: GHG must receive 30 days advance written notice of cancellation via <https://clockwiseghg.typeform.com/to/zo3xM8>

As part of our commitment to provide exceptional, reliable and secure services to our customers, Clockwise reserves the right to conduct proactive maintenance to sites and systems each Sunday from 7am-7pm CST.

If we take down your site for non payment there will be a \$100 reactivation fee added to your account. All outstanding invoices must be paid before your site will be reinstated.

Total \$7,846.00

Payments/Credits \$0.00

Balance Due \$7,846.00



www.facebook.com/clockwise.net



@ClockwisebyGHG



@goclockwise



Clockwise Timekeeping

866-380-4146

960 Clear Lake City Blvd - Webster, Texas 77598

billing@goclockwise.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

GHG Corporation
Webster, TX United States

Certificate Number:
2023-1043142

Date Filed:
07/07/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

Date Acknowledged:
07/25/2023

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

18709
Annual Clockwise Renewal

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)