STATE OF TEXAS §

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COUNTY OF FORT BEND §

# SECOND AMENDMENT TO AGREEMENT FOR SERVICENOW IMPLEMENTATION PHASE I (DIR-TSO-4288)

THIS SECOND AMENDMENT (the "Second Amendment") 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 ("County"), and Carahsoft Technology Corp. ("Carahsoft"), an entity authorized to conduct business in the State of Texas (collectively referred to as the "parties").

#### WITNESSETH

WHEREAS, the parties executed and accepted that certain Agreement for ServiceNow Implementation on May 23, 2023, and the Amendment to Agreement for ServiceNow Implementation on June 27, 2023, (collectively hereinafter the "Agreement"), which are incorporated herein by reference as if set forth herein verbatim; and

WHEREAS, the parties desire to amend the Agreement to reduce the out-of-pocket expenses not incurred by Carahsoft concerning performance of Services under the Agreement, including travel expenses; and

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

#### **AGREEMENT**

### Section 1. <u>Compensation and Payment</u>

County will reduce the amount payable to Carahsoft in the amount of Thirty Thousand dollars and 00/100 (\$30,000.00) concerning out-of-pocket expenses not incurred by Carahsoft under the Agreement, including travel expenses.

## Section 2. <u>Limit of Appropriation</u>

The Maximum Compensation payable to Carahsoft for Services rendered is hereby decreased to Three Hundred Thirteen Thousand, Seventy-Four dollars and 41/100 (\$313,074.41), authorized as follows:

\$343,074.41 under the Agreement; and

Less \$30,000.00 under this Second Amendment.

## Section 3. Conflict

In the event there is a conflict between the Agreement and this Second Amendment, then this Second Amendment will control. In the event of a conflict between this Second Amendment and DIR-TSO-4288 then DIR-TSO-4288 shall control. Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

{Remainder of page left blank intentionally}

{Execution to follow}

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. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Second Amendment is effective upon execution by both parties.

FORT BEND COUNTY	CARAHSOFT TECHNOLOGY CORP.				
CR 107ge	Kristina Smith				
KP, George County Judge	Authorized Agent – Signature				
12.5.23	Kristina Smith				
Date	Authorized Agent-Printed Name				
	Contracts Director				
ATTEST:	Title				
Kama Richard	11/20/2023				
Laura Richard, County Clerk	Date				
REVIEWED: Robyn Doughtie					
Information Technology Department					

#### **AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$\\_313,074.41 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert E. Sturdivant, County Auditor

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## **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.			Certificate Number: 2023-1096904				
	Carahsoft Technology Corp.		202	3-1090904				
	Reston, VA United States		Date	e Filed:				
2	Name of governmental entity or state agency that is a party to the contract for which the form is		11/2	11/21/2023				
	being filed. Fort Bend County TX			Date Acknowledged:				
			12/0	)5/2023				
3	Provide the identification number used by the governmental entit description of the services, goods, or other property to be provided.	number used by the governmental entity or state agency to track or identify the contract, and provide a s, goods, or other property to be provided under the contract.						
	Carahsoft Technology Corp.							
	Second amendment to Agreement for ServiceNow Implementation 100623-A2	ation Phase I â redacting travel e	xpense					
4	Name of Interested Party City, State, Country (place of busine			Nature of interest				
			ness)	(check ap	Intermediary			
				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							
	My address is(street)		(state)	(zip code)	(country)			
	I declare under penalty of perjury that the foregoing is true and correct	t.						
	Executed inCounty	/, State of on the	e	_day of	, 20			
		, 5.1 4.10		(month)	(year)			
	Signature of authorized agent of contracting business entity (Declarant)							