STATE OF TEXAS

COUNTY OF FORT BEND

SSSS

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

THIS AMENDMENT ("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, collectively the "Agreement" and incorporated fully by reference for all purposes; and

WHEREAS, County and PTG desire to amend the Agreement to revise the go-live date of the Recruiting Product and increase the Limit of Appropriation to reflect an earlier deployment of the Recruiting Product; and

WHEREAS, the Agreement is amended as set forth below:

- I. Amendments
- 1. Recruiting Product Deployment Date. The Recruiting Product go-live date is modified from January 24, 2025 to August 2, 2024, as more specifically described in PTG's Change Order #P429976, attached as Exhibit "A-1" and incorporated fully by reference.
- 2. Limit of Appropriation. PTG's fees concerning the revised go-live date of the Recruiting Product shall be calculated at the rates set forth in the attached Exhibit A-1. The Limit of Appropriation for the performance of services as described in Exhibit A-1 is \$29,039.00. The Limit of Appropriation payable to PTG for Services rendered under the Agreement is hereby increased to an amount not to exceed \$7,936,786.00, authorized as follows:

\$7,907,747.00 under the Agreement; and \$29,039.00 under this Amendment to the Agreement

In no case shall the amount paid by County for all product and/or Services under the Agreement and this 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 Amendment, the Parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This 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)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this 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 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.		
Kllicorge	Michael Boyer + purply building of the Common of the Commo		
KP George, County Judge	Authorized Agent - Signature		
02/13/2024	Michael Baudler		
Date	Authorized Agent- Printed Name		
	CFO		
ATTEST:	Title		
Jama Richard	January 17, 2024		
Laura Richard, County Clerk	Date		
REVIEWED: A. Leder			
Human Resource Office			
Robin Doughtia			
Information Technology Department			

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

I hereby certify that funds are available in the amount of \$7,936,786.00 to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit A-1: PTG's Change Order #P429976

# **EXHIBIT A-1**

#### **CHANGE ORDER**

Reseller Name	Precision Task Group, Inc ("Reseller")		
Customer Name	County of Fort Bend ("Customer")		
Workday Entity Name	Workday, Inc. 6110 Stoneridge Mall Road, Pleasanton, CA 94588, United States (" <b>Workday</b> ")		
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	January 16, 2024		
Currency	USD		
Fee Type	Fixed Fee		

Customer/Partner Project Manager	Dennis Smith
Project Name	Fort Bend County HCM / Planning ("Project")
Project Sponsor	Eric Warshower
Workday Engagement Manager	Machelle Starling
Summary of Change Type	Move Recruiting deployment from Phase 1A to Phase 1
Impact Assessed by	Macheile Starling
Workday Region	Government

### Fees:

The Technical Services Fees for this Change Order are \$ 29,039.00. Customer will be invoiced on October 1. 2024 for this Change Order with fees payable in accordance with the terms of the SOW.

Any travel and other exponses associated with the Technical Services set forth in this Change Order are subject to the terms of the SOW.

#### 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 functional testing/post prod support
- · Additional Functional configuration in HCM

#### Changes to Tasks in Scope:

· Recruiting will be moved to Phase 1

#### Changes to Deliverables:

Recruiting will be moved to Phase 1

#### Changes to Project Schedule:

This Change Order modifies the project schedule set forth in the current project plan as follows:
 Recrulting will move to Phase 1

#### **CHANGE ORDER**

# Changes to Go Live Date:

 This Change Order will modify the Go-Live Date in the Original SOW for Recruiting form January 24, 2025 to August 2, 2024.

#### Impact Assessment:

Project Activities Affected	Additional Project Management, Functional and Technical support	
Tasks removed from Original SOW	N/A	
Tasks modified from Original SOW	Moving Recruiting to Phase 1	
Project Schedule Impact	N/A	
Change Order Fees	\$ 29,039.00	

Customer Contact Information	Billing Contact	Project Contact	
Contact Name	Robyn Doughtie	Robyn Doughtie	
Street Address City, State/Province, Postal Code Country	301 Jackson St Richmond, Texas 77469 United States	301 Jackson St Richmond, Texas 77469 United States	
Phone/Fax #	Phone: 281-341-4574	Phone: 281-341-4574	
Email (required)	Robyn.Doughtie@fortbendcount ytx.gov	Robyn.Doughtie@fortbendcountyt x.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.	
KPQcorge	Michael Callago y grout by Mob eas  Michael Callago y Grout by Mob eas  All Callago y Grout by Mob eas  Baudler Grout and the callago y Grout by Mob eas  Baudler Grout and the Callago y Grout by Mob east  Baudler Grout and the Callago y Grout by Mob east  Baudler Grout and the Callago y Grout by Mob east  Baudler Gro	
Signature	Signature	
KP George	Michael Baudler	
Name	Name	
County Judge	CFO	
Title	Title	
02/13/2024	January 17, 2024	
Date Signed	Date Signed	

# **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.		CE	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: 2023-1107344		
	Precision Task Group, Inc.					
2	Houston, TX United States	ne contract for which the form is		e Filed: 28/2023		
_	being filed.			Date Acknowledged:		
	· · · · · = · · · · · · · · · · · · · ·			02/13/2024		
3	Provide the identification number used by the governmental enti description of the services, goods, or other property to be provided		ify the o	contract, and prov	vide a	
	Precision Task Group Inc. Regarding 23-IT-100867-A1; Amendment to modify SOW pha	ases and 29,039.00 increase with	DIR-T	SO-4242		
4				Nature of		
	Name of Interested Party	City, State, Country (place of business)		(check ap	Intermediary	
Vi	illarreal, Macedonio	Houston, TX United States		X	memediary	
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)			,(zip code)	, (country)	
	·		(State)	(zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and correc					
	Executed inCount	.y, State of, on the	e	_day of (month)	, 20 (year)	
				()	(3041)	
		Signature of authorized agent of co	 ontractir	ng business entity		