

AMENDMENT #1
to
AGREEMENT # 2025-048
ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE SOLUTIONS

This AMENDMENT (“Amendment”) to the Services Agreement #2025-048 (“Original Contract”) is made and entered into effective the date of last signature below by and between the NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, a Texas political subdivision and non-profit corporation, hereinafter referred to as “NCTCOG”, and

Phoenician, LLC
759 Eagle Way
Fruit Heights, UT 84037
Attn: Seth Poor
954-770-2661
seth@phoeniciantech.com

hereinafter referred to as “Service Provider”, (collectively, “the Parties”).

WHEREAS, the Parties entered into the Original Contract on **March 19, 2026**; and

WHEREAS, Section 9.15 of the Original Contract allows for amendments; and

WHEREAS, the Parties agree to amend the Original Contract in accordance with the terms of the Original Contract, as well as the terms provided herein.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the Parties agree as follows:

1. Addition of Beacon Solution – Service Category 2

SOLUTION OVERVIEW:

Beacon is a non-invasive governance and automated reporting solution designed to support compliance with the One Big Beautiful Bill Act (OBBBA). Leveraging Phoenician’s proprietary Unified Data Layer (UDL), Beacon integrates with existing municipal Enterprise Resource Planning (ERP) and Human Capital Management (HCM) systems to extract, calculate, and report Fair Labor Standards Act (FLSA)-mandated overtime premiums.

The solution supports required Internal Revenue Service (IRS) reporting for Form W-2, including Box 12 Code TT (Qualified Overtime) and Code TP (Qualified Tips), for the 2026 through 2028 reporting cycles.

Beacon is designed to enhance audit readiness and reduce exposure to potential IRS penalties under Sections 6721 and 6722 associated with inaccurate W-2 reporting.

2. PRICING CATALOG

Beacon is offered as a monthly subscription service. Monthly fees scale with the size of the participating entity and are tiered by population served. TXShare member entities receive a 20% discount off standard pricing under the awarded TXShare contract rates, as shown below. The figures represent starting subscription rates; the final monthly fee for each participating entity is confirmed at the time of order based on entity size, system complexity, and scope of deployment.

Tier	TXShare Member Price (20% Discount)	Standard Pricing
Tier 1 – Steady (populations up to 25,000)	\$1,440 / month	\$1,800 / month
Tier 2 – Standard (populations 25,001 to 75,000)	\$2,400 / month	\$3,000 / month
Tier 3 – Strategic (populations 75,001 and above)	\$4,800 / month	\$6,000 / month

The Beacon pricing tiers set forth in this Amendment constitute a service-category-specific pricing schedule applicable solely to the Beacon solution under Service Category #2. These tiers supplement, and do not replace or modify, the four-tier ERP pricing model established in Appendix A.1 of the Original Contract.

3. PROCUREMENT AND DEPLOYMENT TERMS

- **Pricing Options**
 - *Option A:* Month-to-month subscription covering a single tax year cycle (e.g., Tax Year 2026), including year-to-date calculations and W-2 reporting file generation, renewable annually.
 - *Option B:* Committed subscription covering Tax Years 2026 through 2028 under a single agreement, locking the monthly rate and eliminating the need for annual renewal during the OBBBA compliance period.
- **Deployment Timeline**
 - Implementation is structured as a targeted deployment following contract execution, with the objective of achieving operational readiness within approximately 30 days, subject to entity data availability and system access.
- **Compliance Standard**
 - The solution is designed to calculate FLSA overtime premiums consistent with applicable federal requirements for the 2026 through 2028 reporting years.

This Amendment binds and benefits both Parties and any successors or assigns. This document, including the Original Contract, is the entire agreement between the Parties.

All other terms, conditions, and provisions of the Original Contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereby execute this Amendment.

******signatures to follow on next page******

Executive Director