



Kelly E. Johnson, C.P.M., C.P.C.M.
Harris County Purchasing Agent

May 24, 2010

Commissioners Court
Harris County, Texas

RE: Interlocal Agreement

Members of Commissioners Court:

Please approve the attached Orders authorizing the County Judge to execute the two (2) attached Agreements for the following:

Description: Utilization of Contracts

Agency: Fort Bend County

Term/Renewal: One year initial term upon approval of both counties with automatic renewal for one year periods

Reviewed by: X County Attorney X Harris County Purchasing

Interlocal Agreements between Fort Bend County and Harris County to allow Fort Bend County to utilize Harris County contracts and Harris County to utilize Fort Bend County contracts.

Sincerely,

Kelly E. Johnson
Purchasing Agent

Presented to Commissioner's Court

cc - 09 letter + 1st Agent + copy 2nd Agent + memo

DMD

Attachments

cc: Fort Bend County

Pur copy letter + 2 org 1st Agents + 3 org 2nd Agents + memo

FOR INCLUSION ON COMMISSIONERS COURT AGENDA JUNE 8, 2010

And copy

Vote of the Court:	Yes	No	Abstain
Judge Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Eversole	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

JUN 08 2010

APPROVE 5 2
Recorded Vol Page

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS COUNTY §

**INTERLOCAL AGREEMENT
BETWEEN FORT BEND COUNTY AND HARRIS COUNTY**

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE by and between FORT BEND COUNTY, TEXAS, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court and HARRIS COUNTY, TEXAS, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court.

WHEREAS, HARRIS COUNTY desires FORT BEND COUNTY'S assistance in purchasing certain governmental administrative functions, goods or services; and

WHEREAS, the governing bodies of FORT BEND COUNTY and HARRIS COUNTY have duly authorized this agreement; and

WHEREAS, the parties find that this Agreement serves a public purpose.

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, FORT BEND COUNTY and HARRIS COUNTY hereby agree as follows:

**ARTICLE I.
PURCHASE OF CERTAIN MATERIALS AND SERVICES**

- 1.01 HARRIS COUNTY appoints FORT BEND COUNTY its true and lawful purchasing agent for the purchase of certain materials and services through FORT BEND COUNTY's purchasing program, as enumerated through the submission to FORT BEND COUNTY's purchasing agent of a duly executed purchase order, order form or resolution. This Agreement shall apply only to those materials and services which FORT BEND COUNTY desires to purchase for its own needs and wherein HARRIS COUNTY desires to purchase the same or similar materials and services. All materials and services purchased hereunder shall be in accordance with specifications established by FORT BEND COUNTY.
- 1.02 The materials and services shall be procured in accordance with procedures governing competitive bidding by FORT BEND COUNTY and the costs for materials and services purchased by HARRIS COUNTY pursuant to this Agreement shall be the prices as reflected by the lowest responsible bidder.

**ARTICLE II.
TERMS AND CONDITIONS OF PURCHASE**

- 2.01 In addition to the other terms and conditions contained in this Agreement, the goods and services will be purchased in accordance with the terms and conditions and in the quantities set forth in the bid specifications to be used by FORT BEND COUNTY, taking

into consideration the amount and kinds of materials and services requested by HARRIS COUNTY.

- 2.02 FORT BEND COUNTY shall be responsible for the preparation of specifications, advertisement of bids and such other administrative duties as may be necessary to facilitate the materials and services hereunder. FORT BEND COUNTY shall also be responsible for receiving, opening and awarding of the bids. FORT BEND COUNTY promises to consult with HARRIS COUNTY prior to the preparation of all bids pertaining to this Agreement to determine the specific amount and kind of materials and services requested by HARRIS COUNTY. Additionally, at HARRIS COUNTY's request, FORT BEND COUNTY promises to keep HARRIS COUNTY informed of the status of all procurements which are the subject of this Agreement. Specifications, submittal of bids, tabulations and all other documents relating thereto that pertain to the procurement of items in accordance with the terms of this Agreement shall be made available to HARRIS COUNTY at all reasonable times for inspection. FORT BEND COUNTY agrees to provide bid tabulations on all applicable bids.
- 2.03 FORT BEND COUNTY agrees that it shall award the bid, for items which it had previously designated for purchase, to the lowest responsible bidder.
- 2.04 Nothing herein shall obligate HARRIS COUNTY to purchase any materials or services from FORT BEND COUNTY.
- 2.05 HARRIS COUNTY may buy any and all services and materials covered by this Agreement except those services or materials where the quantity of such service or material is less than the minimum quantity stated in each bid by the vendor.

ARTICLE III. RESPONSIBILITY

FORT BEND COUNTY and HARRIS COUNTY agree that the ordering of supplies, services and materials purchased through this Agreement shall be their individual responsibility and that any dispute arising between individual successful bidders and HARRIS COUNTY shall be handled by HARRIS COUNTY and the bidder. Bidders shall bill HARRIS COUNTY directly for the materials ordered by it.

ARTICLE IV. LIABILITY

Both parties shall be liable to the successful bidder only for supplies, services or materials ordered by and received by it, and shall not by the execution of this agreement assume any additional liability.

ARTICLE V. PRICE AND PAYMENT

- 5.01 The goods and services will be purchased for the price(s) stated in the lowest and best bid(s) received and awarded by FORT BEND COUNTY to vendor(s). HARRIS COUNTY agrees to pay vendor(s) directly for all goods and services delivered, requested or picked up by HARRIS COUNTY in accordance with the price specified in the bid(s) of the successful bidder(s). HARRIS COUNTY agrees to pay in accordance with Chapter 2251, TEXAS GOVERNMENT CODE.
- 5.02 Ownership (title) of material purchased shall transfer directly from the successful bidder

to HARRIS COUNTY.

ARTICLE VI.
APPLICABLE LAWS

HARRIS COUNTY and FORT BEND COUNTY agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE VII.
WHOLE AGREEMENT

This Interlocal Agreement, as provided herein, constitutes the complete Agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent to the parties.

ARTICLE VIII.
DURATION

- 8.01 The period of this Interlocal Agreement shall commence upon approval of both entities and shall terminate on September 30, 2011. This Interlocal Agreement will automatically renew for successive two-year periods thereafter.
- 8.02 HARRIS COUNTY or FORT BEND COUNTY may cancel this Agreement at any time upon thirty (30) days written notice to the other party to this Agreement. The obligations of HARRIS COUNTY, including its obligation to pay FORT BEND COUNTY for all costs incurred under this Agreement, if any, prior to such notice shall survive such cancellations, as well as any other obligation incurred under this Agreement, until performed or discharged by HARRIS COUNTY.

ARTICLE IX.
CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal and state law or regulations are automatically incorporated into this Agreement without written amendment thereto, and shall become effective on the date designated by such law or regulation.

ARTICLE X.
NOTIFICATION

Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed as set forth below, but each party may change its address by written notice in accordance with this section.

To FORT BEND COUNTY:

County of FORT BEND
Attn: Gilbert Jalomo, Purchasing Agent
4520 Reading Road
Rosenberg, Texas 77471

To HARRIS COUNTY:

copy to:

HARRIS COUNTY Purchasing
1001 Preston, Ste 670
Houston, Texas 77002
Attn: Kelly E. Johnson

HARRIS COUNTY, Texas

Any such notice shall be effective upon receipt if delivered in person or upon actual deposit in an official receptacle of the United States Postal Service if mailed as aforesaid.

ARTICLE XI.
SEVERABILITY

Both parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not effect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE XII.
FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the time specified of any obligation or duty placed on such party by reason of strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgement, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until disability to perform is removed.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ARTICLE XIII.
EXECUTION

This instrument, in duplicate originals, has been executed by the parties hereto as follows. This agreement shall not be effective until executed by all parties.

FORT BEND COUNTY, TEXAS

By: _____

Robert E. Hebert, County Judge

Date: _____

1-26-10

ATTEST: _____

Dianne Wilson

Dianne Wilson, County Clerk

Approved: FORT BEND COUNTY PURCHASING AGENT

By: _____

Gilbert D. Jalomo, Jr., CPPB

Date: _____

1/26/10

HARRIS COUNTY, TEXAS

By: _____

ED EMMETT
COUNTY JUDGE ED EMMETT

Date: _____

JUN 08 2010

ATTEST: _____

Beverly B. Kaufman

County Clerk BEVERLY B. KAUFMAN

Approved: HARRIS COUNTY PURCHASING AGENT

By: _____

Date: _____

Ed Emmett
6-14-10

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of JUN 08 2010, 2010 with the following members present, to-wit:

Ed Emmett
El Franco Lee
Sylvia R. García
Steve Radack
Jerry Eversole

County Judge
Commissioner, Precinct No. 1
Commissioner, Precinct No. 2
Commissioner, Precinct No. 3
Commissioner, Precinct No. 4

and the following members absent, to-wit: NONE, constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT BETWEEN
HARRIS COUNTY AND FORT BEND COUNTY**

Commissioner Eversole introduced an order and made a motion that the same be adopted. Commissioner Lee seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm García	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Eversole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the Order had been duly and lawfully adopted. The Order adopted reads as follows:

IT IS ORDERED THAT County Judge Ed Emmett be, and he is hereby, authorized to execute for and on behalf of Harris County an Interlocal Agreement between Harris County and Fort Bend County to permit Harris County to purchase from Fort Bend County's contracts for goods and services, said Interlocal Agreement being incorporated herein as though fully set forth herein word for word.

Presented to Commissioner's Court

JUN 08 2010

APPROVE _____
Recorded Vol _____ Page _____

THE STATE OF TEXAS
COUNTY OF FORT BEND

§
§
§

**INTERLOCAL AGREEMENT
BETWEEN HARRIS COUNTY AND FORT BEND COUNTY**

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE by and between FORT BEND COUNTY, TEXAS, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court and HARRIS COUNTY, TEXAS, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court.

WHEREAS, FORT BEND COUNTY desires HARRIS COUNTY'S assistance in purchasing certain governmental administrative functions, goods or services; and,

WHEREAS, the governing bodies of FORT BEND COUNTY and HARRIS COUNTY have duly authorized this agreement; and

WHEREAS, the parties find that this Agreement serves a public purpose.

NOW, THEREFORE, in consideration of the foregoing and further consideration of the mutual promises, covenants and conditions herein, FORT BEND COUNTY and HARRIS COUNTY hereby agree as follows:

**ARTICLE I.
PURCHASE OF CERTAIN MATERIALS AND SERVICES**

- 1.01 FORT BEND COUNTY appoints HARRIS COUNTY its true and lawful purchasing agent for the purchase of certain materials and services through HARRIS COUNTY'S purchasing program, as enumerated through the submission to HARRIS COUNTY'S purchasing agent through a duly executed purchase order, order form or resolution. This Agreement shall apply only to those materials and services which HARRIS COUNTY desires to purchase for its own needs and for which FORT BEND COUNTY desires to purchase the same or similar materials and services under the same terms and conditions as would apply to HARRIS COUNTY'S own purchases, and provided that the contracted vendor agrees to purchases in FORT BEND COUNTY under the contract between the vendor and HARRIS COUNTY. All materials and services purchased under the vendor and conditions hereunder shall be in accordance with specifications established by HARRIS COUNTY.
- 1.02 The materials and services shall be procured in accordance with Texas State Law and procedures established by HARRIS COUNTY and the costs for materials and services purchased by FORT BEND COUNTY pursuant to this Agreement shall be the prices as reflected by contract executed by FORT BEND COUNTY.

**ARTICLE II.
TERMS AND CONDITIONS OF PURCHASE**

- 2.01 In addition to the other terms and conditions contained in this Agreement, the amounts and kinds of goods and services will be purchased in accordance with the terms and conditions and in the quantities set forth in the contract used by HARRIS COUNTY. HARRIS COUNTY shall be responsible for and shall incur all cost for the preparation of specifications, public advertisement and such other administrative duties as may be necessary to facilitate the materials and services hereunder. HARRIS COUNTY shall also be responsible for receiving, opening and awarding

contracts. Upon request, specifications, tabulations and all other documents relating thereto that pertain to the procurement of items in accordance with the terms of this Agreement shall be made available to FORT BEND COUNTY at all reasonable times for inspection.

- 2.02 HARRIS COUNTY agrees that it shall award contracts, for items which it had previously designated for purchase, in accordance with applicable Texas State Law.
- 2.03 Nothing herein shall obligate FORT BEND COUNTY to purchase any materials or services from HARRIS COUNTY nor shall HARRIS COUNTY be obligated to include FORT BEND COUNTY in any procurement effort.
- 2.04 FORT BEND COUNTY shall not be obligated to compensate HARRIS COUNTY for any of the costs or expenses of its procurement procedure.

ARTICLE III. RESPONSIBILITY

FORT BEND COUNTY and HARRIS COUNTY agree that the ordering of supplies, services and materials purchased pursuant to this Agreement shall be their individual responsibility and that any dispute arising between contracted vendor and FORT BEND COUNTY shall be handled between FORT BEND COUNTY and the contracted vendor. Contracted vendors shall bill FORT BEND COUNTY directly for the materials or services ordered by it.

ARTICLE IV. LIABILITY

Both parties shall be responsible to the contracted vendor only for supplies, services or materials ordered by and received by it, and shall not by the execution of this Agreement assume any liability or waiver any rights under the applicable contract or as provided by law.

ARTICLE V. PRICE AND PAYMENT OF GOODS AND SERVICES

- 5.01 The goods and services will be purchased for the price stated in the contract received and awarded by HARRIS COUNTY to vendor. FORT BEND COUNTY agrees to pay vendor directly for all goods and services delivered, requested or picked up by FORT BEND COUNTY in accordance with the price specified in HARRIS COUNTY'S contract with the vendor. FORT BEND COUNTY agrees to pay in accordance with Chapter 2251, TEXAS GOVERNMENT CODE.
- 5.02 Ownership (title) of material purchased by FORT BEND COUNTY shall transfer directly from the contracted vendor to FORT BEND COUNTY.
- 5.03 All payments for purchases of goods and services by FORT BEND COUNTY shall be made from revenue then currently available to it.

ARTICLE VI. APPLICABLE LAWS

FORT BEND COUNTY and HARRIS COUNTY agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE VII. WHOLE AGREEMENT

This Interlocal Agreement, as provided herein, constitutes the complete agreement between the parties hereto, and supersedes any and all oral and written agreements between the parties relating to matters

herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent to the parties.

ARTICLE VIII.
DURATION

- 8.01 The period of this Interlocal Agreement shall commence upon approval of both entities, and shall automatically renew.
- 8.02 FORT BEND COUNTY or HARRIS COUNTY may cancel this Agreement at any time upon thirty (30) days written notice to the other party to this Agreement. The obligations of FORT BEND COUNTY, to pay contracted vendor for all good and services purchased pursuant to this Agreement, if any, prior to such notice shall survive such cancellations, as well as any other obligation incurred under this applicable purchase contracts, until performed or discharged by FORT BEND COUNTY.

ARTICLE IX.
CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal and state law or regulations are automatically incorporated into this Agreement without written amendment thereto, and shall become effective on the date designated by such law or regulation.

ARTICLE X.
NOTIFICATION

Unless otherwise provided herein, any notice, tender or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed as set forth below, but each party may change its address by written notice in accordance with this section.

To FORT BEND COUNTY:

County of FORT BEND
Attn: Gilbert Jalomo, Purchasing Agent
4520 Reading Road
Rosenberg, Texas 77471

To HARRIS COUNTY:

HARRIS COUNTY Purchasing
Attn: Kelly E. Johnson, Purchasing Agent
1001 Preston, Ste 670
Houston, Texas 77002

copy to:

HARRIS COUNTY, Texas

Any such notice shall be effective upon receipt if delivered in person or upon actual deposit in an official receptacle of the United States Postal Service if mailed as aforesaid.

ARTICLE XI
SEVERABILITY

Both parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not effect any other term of this agreement, which shall continue in force and effect.

ARTICLE XII
FORCE MAJEURE

To the extent that either party to this agreement shall be wholly or partially prevented from the performance within the time specified of any obligation or duty placed on such party by reason of strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, judgment, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until disability to perform is removed.

ARTICLE XIII.
EXECUTION

This instrument, in duplicate originals, has been executed by the parties hereto as follows. This agreement shall not be effective until executed by all parties.

FORT BEND COUNTY, TEXAS

By: _____

Robert E. Hebert, County Judge

Date: _____

5-11-2010

ATTEST: _____

Dianne Wilson, County Clerk

Approved: **FORT BEND COUNTY PURCHASING AGENT**

By: _____

Gilbert D. Jalomo, Jr., CPPB

Date: _____

5.11.10

HARRIS COUNTY, TEXAS

By: _____

COUNTY JUDGE ED EMMETT

Date: _____

JUN 08 2010

ATTEST: _____

BEVERLY B. KAUFMAN, County Clerk

THE STATE OF TEXAS
COUNTY OF FORT BEND

§
§
§

**ORDER AUTHORIZING THE COUNTY JUDGE TO
EXECUTE THE INTERLOCAL AGREEMENT BETWEEN
FORT BEND COUNTY AND HARRIS COUNTY**

On this the 11th day of May, 2010, the Commissioners Court of FORT BEND COUNTY, Texas, upon motion of Commissioner Meyers, seconded by Commissioner Paterson, duly put and carried;

IT IS ORDERED that the HARRIS COUNTY Judge execute the Interlocal Agreement between FORT BEND COUNTY and HARRIS COUNTY for assistance in purchasing certain governmental administrative functions, goods or services; said Agreement being incorporated herein by reference for all purposes as though fully set forth herein word for word.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of JUN 08 2010, 2010 with the following members present, to-wit:

Ed Emmett	County Judge
El Franco Lee	Commissioner, Precinct No. 1
Sylvia R. García	Commissioner, Precinct No. 2
Steve Radack	Commissioner, Precinct No. 3
Jerry Eversole	Commissioner, Precinct No. 4

and the following members absent, to-wit: NONE,
constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT
BETWEEN
HARRIS COUNTY AND FORT BEND COUNTY, TEXAS**

Commissioner Eversole introduced an order and made a motion that the same be adopted. Commissioner Lee seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. García	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Eversole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the Order had been duly and lawfully adopted. The Order adopted reads as follows:

Recitals

1. Fort Bend County, Texas seeks to acquire Harris County's assistance in purchasing certain governmental administrative functions, goods, or services; and

Presented to Commissioner's Court

JUN 08 2010

APPROVE _____
Recorded Vol _____ Page _____

2. Harris County agrees to provide purchasing assistance to Fort Bend County and that such assistance serves a public purpose; and
3. Both parties are political subdivisions of the State of Texas authorized to enter into an interlocal cooperation agreement for such assistance pursuant to Chapter 791 of the Government Code; and
4. Both parties wish to enter into such Interlocal Agreement.

Now, therefore, be it Ordered by the Commissioners Court of Harris County :

1. That the recitals are true and correct.
2. That County Judge Ed Emmett be, and he is hereby, authorized to execute for and on behalf of Harris County an Interlocal Agreement with Fort Bend County, Texas to provide assistance in the purchasing of certain governmental administrative functions, goods, or services. The Interlocal Agreement is incorporated herein by reference for all purposes as though fully set forth word for word.
3. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.



**Kelly E. Johnson, C.P.M., C.P.C.M.
Harris County Purchasing Agent**

July 20, 2010

Commissioners Court
Harris County, Texas

RE: Job No. 10/0024

Vote of the Court:	Yes	No	Abstain
Judge Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Eversole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Members of Commissioners Court:

Please approve the attached Order authorizing the County Judge to execute the attached First Amendment to the Agreement for the following:

Description: Automated Fingerprint Identification System Technology Update for the Harris County Sheriff's Office

Vendor: MorphoTrak, Inc.

Amount: \$ 543,695 additional funds for the term 4/27/10 - 4/26/11
 1,970,000 previously approved funds for the term 4/27/10 - 4/26/11
 \$ 2,513,695

Reviewed by: X Sheriff's Office X Harris County Purchasing

The First Amendment updates the Best and Final Offer to include BioSP, a mobile interface, a mobile upgrade and provides for additional payment. A purchase order will be issued upon Commissioners Court approval.

Sincerely,

Kelly E. Johnson
 Purchasing Agent

JK PAK/jig
 Attachments
 cc: Sheriff's Office
 Vendor

Presented to Commissioner's Court

JUL 27 2010
 APPROVE G/L
 Recorded Vol _____ Page _____

FOR INCLUSION ON COMMISSIONERS COURT AGENDA JULY 27, 2010

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND
MORPHOTRAK, INC.**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This First Amendment to the Agreement is made and entered into by and between Harris County (the "County"), a body corporate and politic under the laws of the State of Texas, acting by and through the Harris County Sheriff's Office, and MorphoTrak, Inc. ("Seller" or "MorphoTrak"). County and MorphoTrak are referred to herein collectively as the "Parties" and individually as a "Party."

Recitals

On April 27, 2010, the County entered into an agreement (the "Master Agreement") with MorphoTrak as a result of the Request for Proposals Job N. 10/0024 to acquire an automated fingerprint identification system technology update known as the Biometrics System with the optional LiveScan stations.

The Parties desire to amend the Master Agreement for the first time (the "First Amendment") to update the Best and Final Offer to include BioSP, mobile interface, and a mobile upgrade (the "Services"), and to provide for additional payment.

MorphoTrak is willing to provide the Services.

Terms

I.

This First Amendment shall be governed by the Master Agreement, which is attached hereto as Exhibit A and incorporated herein by reference.

II.

The MorphoTrak Best and Final Offer ("BAFO") which is included in the Master Agreement, is hereby amended to update the BAFO by adding the additional Services as detailed by the "Job No. 10/0024 Automated Fingerprint Identification System Technology Update for Harris County Sheriff's Office" and the "AFIS Live Scan grant Project 2008 UASI Equipment List for Grant Proposal" dated 6/22/2010, both attached hereto as Exhibit B and incorporated herein by reference.

Invoices may be submitted for payment for the applicable amount on the following milestone schedule:

- Delivery of BioSP Hardware- One Hundred Sixty Four Thousand Eight Hundred and No/Dollars (\$164,800.00)
- Delivery of Mobile AFIS system –Two Hundred Thousand and No/Dollars (\$200,000.00)
- Site Acceptance Mobile AFIS system- One Hundred Seventy Eight Thousand Eight Hundred Ninety Five Dollars (\$178,895.00)

Total \$543,695.00

III.

LIMIT OF APPROPRIATION

It is expressly understood and agreed that the County has available the total maximum sum of funds hereinafter certified available by the County Auditor of the County plus additional amounts of funds from time to time certified available for the purpose of satisfying the County's obligations under the terms and provisions of the Master Agreement. MorphoTrak further understands and agrees that payment for the Services under the Master Agreement shall be made from Grant Funds awarded to the County for the term of the Master Agreement.

MorphoTrak understands and agrees, said understanding and agreement also being of the absolute essence of this First Amendment, that the total maximum compensation that MorphoTrak may become entitled to for the Services performed under this First Amendment, and the total maximum sum that the County shall become liable to pay to MorphoTrak under this First Amendment for the Services, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Five Hundred Forty-Three Thousand Six Hundred Ninety-Five and No/Dollars (\$543,695.00) which is expected to be available pursuant to the award of the grant Funds. Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this First Amendment is limited to said sum. When all the funds so certified are expended, MorphoTrak's sole and exclusive remedy shall be to terminate the Master Agreement.

Contractor understands that no funds have been appropriated or certified for any extension past the term of this First Amendment. Therefore, if the County requests an additional extension beyond this First Amendment, the extension is subject to the future allocation and certification of funds for the extension.

IV.

All other terms of the Master Agreement shall remain in full force and effect as originally written.

V.

It is expressly understood and agreed that the Master Agreement is attached to this First Amendment and incorporated herein by reference. In the event of any conflict between the terms and provisions of this First Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement or any other terms and conditions, this First Amendment shall control.

VI.

EFFECTIVE DATE

The Effective Date of this First Amendment shall be on the date the First Amendment is approved by the Harris County Commissioners' Court.

VII.

Execution, Multiple Counterparts: This First Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Agreement.

Executed on this the _____ day of JUL 27 2010, 2010.

MORPHOTRAK, INC.

By: Raffie Beroukhim
Name: RAFFIE BEROUKHIM
Title: VP OF SALES
Date: 7-22-2010

HARRIS COUNTY

By: Ed Emmett
ED EMMETT
COUNTY JUDGE

APPROVED AS TO FORM:
VINCE RYAN
COUNTY ATTORNEY

By: Barbara Smith Armstrong
Barbara Smith Armstrong
Assistant County Attorney
C.A. File 10GEN1387

EXHIBIT A

Master Agreement

(follows behind)

**ADDENDUM TO THE AGREEMENT
BETWEEN HARRIS COUNTY AND MORPHOTRAK, INC.**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Addendum to the above-referenced Agreement is made and entered into by and between Harris County ("County" or "Customer"), a body corporate and politic under the laws of the State of Texas acting by and through the Harris County Sheriff's Office, and MorphoTrak, Inc. ("Seller" or "MorphoTrak"). County and MorphoTrak are referred to herein collectively as the "Parties" and individually as a "Party."

Recitals

The County desires to acquire an automated fingerprint identification system technology update known as the Biometrics System with the optional LiveScan stations ("Services") as described in the Biometrics Systems Agreement attached hereto as Exhibit 1 and incorporated herein by reference (hereinafter known as the "Agreement").

MorphoTrak is willing to provide the Services to the County.

Terms

I.

It is expressly understood and agreed that the Agreement is attached to this Addendum as Exhibit 1 and incorporated herein by reference. In the event of any conflict between the terms and provisions of this Addendum, or any portion thereof, and the terms and provisions of any other part or portion of the Agreement, this Addendum shall control.

It is also expressly understood and agreed that the County's Request for Proposal ("RFP") including any and all Addenda for Purchasing Job # 10/0024 is attached hereto as Exhibit 2 and incorporated herein by reference. The order of precedence for all documents shall be in accordance with Article XVII Section 16.17 (Order of Precedence).

II.

GRANT AWARD

It is expressly understood and agreed that the County has available the total maximum sum of funds hereinafter certified available by the County Auditor of the County plus additional amounts of funds from time to time certified available for the purpose of

satisfying the County's obligations under the terms and provisions of this Agreement. MorphoTrak further understands and agrees that payment for the Services under this Agreement shall be made from Grant Funds awarded to the County for the term of the Agreement. It is expressly understood and agreed that the County shall rely solely on Grant Funds under the Grant awarded to the County with which to pay its obligations for the Services provided under this Agreement. The County shall not be liable under any circumstances or any interpretations hereof for any costs under this Agreement until the Grant Funds are actually received by the County and then only to the extent that such monies are actually received and certified available for this Agreement by the County Auditor.

In order to be eligible for payments under the Grant, MorphoTrak agrees to comply with all of the applicable terms and requirements of the Grant as provided by the County.

MorphoTrak agrees that the Grant Funds awarded to the County is the exclusive funding of the Agreement; therefore, all references in the Agreement of any kind to any remedial payments or any additional charges, or future payments, or payments of any kind including, but not limited to all references wherever found to fees, charges, claims, damages, change orders, additional costs, or any language of any kind that would increase the amount the County would pay for the Services are hereby deleted.

MorphoTrak agrees that payment to MorphoTrak shall be based upon Harris County's receipt of the deliverables in accordance with the RFP Purchasing Job # 10/0024 requirements, attached hereto as Exhibit 2 and incorporated herein by reference. The Parties agree that the County is prohibited from paying Contractor in advance pursuant to the Texas Constitution, therefore, any reference to advance payments in the Agreement are hereby deleted.

The Parties understand that payment obligations created by this Agreement are conditioned upon the availability of third-party funds (e.g., federal funds awarded to the State or County) and appropriated for the payment of such obligations under the Grant. In the event these funds are discontinued or reduced during the Agreement term, the County shall not be liable for payment of any funds above the actual Grant Funds the County receives. If the Parties are unable to renegotiate the Agreement upon mutually acceptable terms, MorphoTrak's sole and exclusive remedy shall be to terminate this Agreement. The County obligation to make any payments under this Agreement is limited to the amount of the Grant Funds. MorphoTrak shall provide the products, Services and deliverables during the applicable Grant Period only.

MorphoTrak understands and agrees, said understanding and agreement being also being of the absolute essence of this contract, that the total maximum compensation that MorphoTrak may become entitled to hereunder and the total maximum sum that the County shall become liable to pay to MorphoTrak hereunder shall not under any conditions, circumstances, or interpretations thereof exceed the sum of One Million Nine Hundred Seventy Thousand and No/Dollars (\$1,970,000.00) ("Purchase Price"), which is expected to be available pursuant to the award of the Grant Funds.

MorphoTrak understands and agrees that it shall not proceed with any Services until it receives written authorization from the County to begin. If at any time during the course of the Agreement, MorphoTrak knows that the funds available will not cover the cost of the Services, MorphoTrak shall notify the County immediately.

Subject at all times to the availability of Grant Funds and the County's right to withhold payment of any questionable charges, the County shall pay each such undisputed invoice in accordance with Texas state law. Upon approval by the Harris County Commissioners' Court (the "Court"), a Purchase Order will be issued in the amount of the Purchase Price. Attached to the Purchase Order will be MorphoTrak's Best and Final Offer ("BAFO") containing detailed line item pricing.

Invoices may be submitted for payment for the applicable amount on the following milestone schedule (see BAFO spreadsheet for item #s):

- Approval and acceptance of Design Documents (item #s 49 and 62 to 69) - One Hundred Forty-Three Thousand Nine Hundred Fifteen and No/Dollars (\$143,915.00)
- Factory Acceptance Test and Delivery of Equipment (item # 1 to 38) - Nine Hundred Sixty-Four Thousand Two Hundred Eight-Five and No/Dollars (\$964,285.00)
- Delivery of Electronic File Conversion (item# 39) One Hundred Ten Thousand and No/Dollars (\$110,000.00)
- Delivery of Livescans (item #77) Three Hundred Thirty-Three Thousand Three Hundred and No/Dollars (\$333,300.00)
- Completion of Site Acceptance Test (50% of item #s 40 to 48, 50 to 60, 70 to 76) Two Hundred Nine Thousand Two Hundred Fifty and No/Dollars (\$209,250.00)
- Final Acceptance (50% of item #s 40 to 48, 50 to 60, 70 to 76) Two Hundred Nine Thousand Two Hundred Fifty and No/Dollars (\$209,250.00)

III.

On page two of the Agreement, Section 3 (Scope of Agreement and Term), the paragraph titled 3.2 (Change Orders), is hereby deleted in its entirety and replaced with the following.

CHANGES IN SCOPE

The County may request changes within the general scope of the Agreement. If the change will result in an increase or decrease to the Agreement price, an amendment to the Agreement shall be executed detailing the change specifications, the additional cost under the Agreement, and the cost adjustment necessary to any present or future maintenance agreement executed in accordance with Article V below. MorphoTrak understands and agrees that any change or amendment to the Agreement is subject to the availability of Grant Funds and approval by the Court.

IV.

On page two of the Agreement, Section 3 (Scope of Agreement and Term), the paragraph titled 3.3 (Term), is hereby deleted in its entirety and replaced with the following.

The initial term of the Agreement shall commence on the Effective Date of the Agreement and continue for twelve (12) months, unless earlier terminated. At the County's option, the Agreement may be renewed on the same terms and conditions for four (4) additional one (1) year periods.

V.

On page two of the Agreement, Section 3 (Scope of Agreement and Term), the paragraphs entitled 3.4 (Additional Equipment, Software, or Services) and 3.5 (Maintenance Service) are hereby deleted in their entirety and replaced with the following.

The County may purchase additional Equipment, Software, or Maintenance at the prices found in MorphoTrak's Best and Final Offer ("BAFO"), attached hereto as Exhibit 3 and incorporated herein by reference, in accordance with Article VIII. The terms for additional purchases shall be in accordance with the terms of the Agreement and this Addendum including, but not limited to title, risk of loss, delivery, warranties, and payment as if each additional purchase constituted an original purchase.

VI.

On page two of the Agreement, Section 3 (Scope of Agreement and Term), the paragraph that reads:

3.6 MORPHOTRAK SOFTWARE. Any MorphoTrak Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

is hereby amended to read:

3.6 MORPHOTRAK SOFTWARE. Any MorphoTrak Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement as amended by this Addendum. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement as amended by this Addendum.

VII.

On page two of the Agreement, Section 3 (Scope of Agreement and Term), the paragraph that reads:

3.7 NON-MORPHOTRAK SOFTWARE. Any Non-MorphoTrak Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to MorphoTrak the right to sublicense the Non-MorphoTrak Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. MorphoTrak makes no representations or warranties of any kind regarding Non-MorphoTrak Software. Non-MorphoTrak Software may include Open Source Software. All Open Source Software is licensed to customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, MorphoTrak will use commercially reasonable efforts to (i) determine whether any Open Source Software will be provided under this Agreement; and if so, (ii) identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where such license may be found); and (iii) provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

is hereby amended to read:

3.7 NON-MORPHOTRAK SOFTWARE. Prior to installation, MorphoTrak shall inform the County of any and all Non-MorphoTrak Software to be installed. Upon the written approval of the County, any Non-MorphoTrak Software to which MorphoTrak has been granted the right to sublicense by the copyright owner may be installed and the copyright owner shall have the same rights granted to MorphoTrak under the Software License Agreement as amended by this Addendum.

If the Non-MorphoTrak software is only available for installation in accordance with the standard license, terms, and restrictions of the copyright owner, then County shall have the right to examine and grant written approval of said license, terms, and restrictions prior to installation. Such approval will not be unreasonably withheld by County. MorphoTrak makes no representations and warranties regarding any Non-MorphoTrak Software it installs. Failure by the County to approve the installation of any Non-MorphoTrak Software shall not constitute a breach of this Agreement.

Non-MorphoTrak Software may include Open Source Software. Prior to installation, MorphoTrak shall identify any and all Open Source Software to be installed and provide the County with a copy of any applicable licenses (or specify where such licenses may be found). County shall have the right to examine and grant

written approval of said licenses. Such approval will not be unreasonably withheld by County. Upon installation of any Open Source Software, MorphoTrak will provide to the County a copy of the Open Source Software source code if it is publicly available without charge. Failure by the County to approve the installation of any Open Source Software shall not constitute a breach of this Agreement.

VIII.

On page three of the Agreement, Section 3 (Scope of Agreement and Term), the paragraph entitled 3.9 (Optional Equipment or Software), is hereby deleted in its entirety and replaced with the following.

3.9 OPTIONAL EQUIPMENT OR SOFTWARE. The Parties understand and agree that the County shall have the option to add equipment, software, services, or maintenance in accordance with the following terms and Exhibit 3 pricing.

Live Scan units may be purchased at the BAFO prices for a period of two (2) years from the Effective Date of this Addendum and Agreement.

All other Equipment, Software, and services may be purchased at the BAFO prices until December 31, 2010.

The County may purchase a Maintenance contract at the BAFO price for the three (3) subsequent years following the conclusion of the one-year Warranty Period described in Section 9 (Representations and Warranties), by executing an amendment to this Agreement. If County elects to extend the maintenance contract beyond these three subsequent years ("year 4"), said maintenance contract may be renewable for one (1) one-year renewal term at a three percent (3%) increase in the price, in accordance with the remaining terms and conditions of the Agreement. If County elects to extend the maintenance contract an additional year ("year 5"), said maintenance contract may be renewable for one (1) one-year renewal term at a three percent (3%) increase over the year 4 price, in accordance with the remaining terms and conditions of the Agreement.

IX.

On page three of the Agreement, Section 5 (Contract Price, Payment, and Invoicing) is hereby deleted in its entirety and replaced with the following.

Section 5 FREIGHT, TITLE, RISK OF LOSS.

Delivery shall be FOB destination inside at a County location to

be selected by the County. All freight charges are included in the BAFO in Exhibit 3. Risk of loss and title to the Equipment shall pass to the County upon delivery; however, title to the Software will not pass to the County at any time.

X.

On page four of the Agreement, Section 6 (Sites and Site Conditions), the paragraph entitled 6.3 (Site Issues) is hereby deleted in its entirety and replaced with the following.

6.3 SITE ISSUES. If MorphoTrak or the County determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, MorphoTrak and County will promptly investigate the conditions and County will select replacement site(s) or adjust the installation plans and Specifications as necessary. If such change in sites or adjustment of plans and Specifications causes a change in the cost, the County shall determine if Grant Funds are available and if so, will execute an amendment to the Agreement specifying the changes.

XI.

On page five of the Agreement, Section 8 (System Acceptance), the paragraph entitled 8.3 (Beneficial Use) is hereby deleted in its entirety and replaced with the following.

8.3 BENEFICIAL USE. The County acknowledges that MorphoTrak's ability to perform its implementation and testing requirements under this Agreement may be impeded if the County begins using the System independently for its benefit prior to System Acceptance. The Parties agree that for testing purposes, small and large batches of tests should be run on the System to ensure its ability to handle the normal level of activity for the County. The information from any or all tests may be used by the County without written permission and will not constitute Beneficial Use by the County.

County understands it must receive written permission from MorphoTrak to begin Beneficial Use prior to System Acceptance and that upon Beneficial Use, the County assumes the responsibility for the use and operation of the System.

XII.

Section 11 (Disputes) is hereby deleted in its entirety.

XIII.

On page seven of the Agreement, Section 12 (Default and Termination), the paragraph entitled 12.1 is hereby deleted in its entirety and replaced with the following.

12.1 DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a *Force Majeure* causes such failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. MorphoTrak will have twenty (20) days after receipt of the notice of default to either;

- i) cure the default; or
- ii) if the default is not curable within twenty (20) days, to provide a written plan.

XIV.

On page 8 of the Agreement, Section 13 (Indemnification), the paragraph that reads:

13.1 GENERAL INDEMNIFICATION BY SELLER. Seller will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Seller, its subcontractors, or their employees or agents, while performing their duties under this Agreement, provided that Customer gives Seller prompt, written notice of any such claim or suit. Customer shall cooperate with Seller in its defense or settlement of such claim or suit. This section sets forth the full extent of Seller's general indemnification of Customer from liabilities that are in any way related to Seller's performance under this Agreement.

is hereby amended to read:

13.1 GENERAL INDEMNIFICATION BY SELLER. Seller will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Seller, its subcontractors, or their employees or agents, while performing their duties under this Agreement, provided that Customer gives Seller prompt, written notice of any such claim or suit. Customer shall cooperate with Seller in its defense or settlement of such claim or suit.

XV.

Section 14 (Limitation of Liability) is hereby deleted in its entirety and replaced with the following.

MORPHOTRAK SHALL HOLD HARMLESS THE COUNTY FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO ACTIVITIES OF MORPHOTRAK, ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS PERFORMED UNDER THIS CONTRACT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER; COMMITTED BY MORPHOTRAK OR BY ANY PERSON EMPLOYED BY MORPHOTRAK, OR MORPHOTRAK'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH MORPHOTRAK EXERCISES CONTROL. MORPHOTRAK SHALL ALSO HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE COUNTY AS THE RESULT OF SUCH ACTIVITIES BY MORPHOTRAK, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH MORPHOTRAK EXERCISES CONTROL.

XVI.

On page nine of the Agreement, Section 15 (Confidentiality and Proprietary Rights), the paragraph entitled 15.1 (Confidential Information) is hereby deleted in its entirety and replaced with the following.

The Parties expressly acknowledge that this Agreement is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended (the "Act").

MorphoTrak agrees that to the extent, if any, that any provision of this Agreement is in conflict with the Act, the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas

in regard to the application of the Act to any software, or any part thereof, or other items or data furnished to the County, whether or not the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligations to MorphoTrak for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other items or data furnished to the County in reliance on any advice, decision or opinion of the Attorney General of the State of Texas.

In the event the County receives a written request for information pursuant to the Act that affects MorphoTrak's rights, title to, or interest in any information, or a part thereof, other items or data furnished to the County by MorphoTrak under this Agreement, then the County will promptly notify MorphoTrak of such request. MorphoTrak may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. MorphoTrak must send its comments and information to the Attorney General within the time period prescribed by the Act.

XVII.

On page ten of the Agreement, Section 16 (General), entire section is hereby deleted in its entirety and replaced with the following.

16.1 INSURANCE. MorphoTrak shall, at all times during the term of this Agreement, maintain insurance coverage with not less than the type and requirements in this Article. Such insurance is to be provided at the sole cost of MorphoTrak. MorphoTrak's insurance policies shall be the primary policies for the Agreement. These requirements do not establish the limits of MorphoTrak's liability.

- i) All policies of insurance shall waive all rights of subrogation against the County, its officers, employees, and agents.
- ii) Upon request, certified copies of original insurance policies shall be furnished to the County.
- iii) The County reserves the right to require additional insurance should it deem it necessary.

MorphoTrak shall maintain:

- i) Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse and explosions, blowout, cratering and underground damage.

Three Hundred Thousand Dollars (\$300,000.00) each occurrence Limit Bodily Injury; Property Damage Combined Three Hundred Thousand Dollars (\$300,000.00); Products-Completed Operations Aggregate Limit Five Hundred Thousand Dollars (\$500,000.00) Per Job; Aggregate Three Hundred Thousand Dollars (\$300,000.00) Personal and Advertising Injury Limit.

The County shall be named as an "additional insured" on the commercial general liability policy.

- ii) Workers' Compensation (with Waiver of subrogation to the County) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements, if applicable to the Agreement, and in accordance with state law.

Statutory, and Bodily Injury by Accident: \$100,000.00 each employee. Bodily Injury by Disease \$500,000.00 policy limit, \$100,000.00 each employee.

- iii) Automobile Liability Coverage: \$300,000.00 Combined Liability Limits. Bodily Injury and Property Damage Combined. The County shall be named an "additional insured" on the automobile policy.

16.2 PERFORMANCE BOND. The performance bond shall be in the amount equal to the amount of money to be paid by the County under the contract, unless otherwise stated, and shall be executed by a surety company authorized to do business in the State of Texas. The prescribed performance bond application is available to the bidder from the County, and is the only form the

County will accept.

16.3 TAXES. The County is a governmental entity under TEX. TAX CODE ANN. § 151.309, as amended and claims exemption from sales and use taxes. The County agrees to provide exemption certificates to MorphoTrak upon request.

The County is neither liable for any personal property taxes, charges, or fees assessed against MorphoTrak nor obligated to reimburse MorphoTrak for any taxes, charges, or fees assessed against MorphoTrak for the goods or supplies provided or any services rendered under this Agreement. Any language in the Agreement in conflict with this section is hereby deleted.

16.4 SUCCESSORS AND ASSIGNS. The County and MorphoTrak bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement.

Neither the County nor MorphoTrak shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld.

Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

16.5 SUBCONTRACTING. Upon prior written approval by the County, MorphoTrak may subcontract any portion of the work to a subcontractor acceptable to the County and which meets all County guidelines.

16.6 WAIVER. Waiver by either Party of a breach or violation of any provision of the Agreement is not a waiver of any subsequent breach.

Waiver of a right or power to be effective, it must be in writing and signed by the waiving Party. An effective waiver of a right or power shall not be construed as either (i) a future or continuing waiver of that same right or power, or (ii) the waiver of any other right or power.

16.7 SEVERABILITY. If any provision or part of the Agreement or its application to any person, entity, or circumstance

is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.

16.8 INDEPENDENT CONTRACTORS. The Services performed by MorphoTrak under this Agreement are performed by MorphoTrak as an independent contractor.

This Agreement is not intended to and shall not create a joint enterprise, joint venture, or partnership between the County and MorphoTrak.

IN THE EVENT THAT ANY STATE OR FEDERAL AGENCY, OR COURT OF COMPETENT JURISDICTION DETERMINES THAT MORPHOTRAK IS NOT AN INDEPENDENT CONTRACTOR, MORPHOTRAK AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY FOR ANY AND ALL DAMAGES, PENALTIES, ASSESSMENTS, TAXES, OR EXPENSES THAT MAY BE INCURRED BY THE COUNTY AS A RESULT OF THIS DETERMINATION.

16.9 HEADINGS AND LANGUAGE. The numbering and other headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. Whenever the context hereof requires, the gender of all words shall include the masculine, feminine, and neuter; and the number of all words shall include the singular and plural.

16.10 APPLICABLE LAW AND VENUE. The Agreement is subject to the state and federal laws, orders, rules, and regulations relating to the Agreement and funded by state or federal funds or of applicable conditions of participation in Medicaid or Medicare program(s). Each Party shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations concerning the performance of this Agreement or the use of the System.

This Agreement is governed by the laws of the State of Texas.

The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.

The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

16.11 ENTIRE AGREEMENT. This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.

Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

16.12 NOTICE. Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been personally delivered to the address below, or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or MorphoTrak at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To MorphoTrak: MorphoTrak, Inc.
1250 N. Tustin Ave.
Anaheim, CA 92807
Attn: Philip Moore

To the County: Harris County Sheriff's Office
1301 Franklin
Houston, TX 77002
Attn: Pete Schroedter

Copy to: Harris County Purchasing Agent
1001 Preston, Suite 670
Houston, Texas 77002

Either Party may designate a different address by giving the other Party ten (10) days written notice.

16.13 SURVIVAL OF TERMS. Any provision of this Agreement that by its plain meaning is intended to survive the expiration or earlier termination of this Agreement, including without limitation the indemnification and warranty provisions herein, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

16.14 TERMINATION. County may terminate this Agreement at any time by notice in writing to MorphoTrak.

If MorphoTrak believes the County to be in breach of the Agreement, MorphoTrak may terminate this Agreement upon written notice and a thirty (30) calendar day period during which the County may cure. If the County is unable to cure and MorphoTrak terminates the Agreement, the County will cease using the Software, remove or delete all copies of the Software, and either return or destroy all copies of the Software and Documentation.

Upon receipt of a written termination notice, MorphoTrak shall discontinue all Services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

Within sixty (60) days after receipt of notice of termination, MorphoTrak agrees to submit a statement, showing in detail the Services performed under this Agreement to the date of termination. The County shall be owed a pro rata refund of any monies paid but not utilized, including, but not limited to the Software License.

Force Majeure. In the event that either Party is unable to perform any of its obligations under the Agreement or to enjoy any of the benefits because of natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected party (referred to as a "*Force Majeure Event*"), the Party who has been so affected immediately agrees to give notice to the other Party and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the *Force Majeure Event*, the Party whose ability to perform has not been so affected may terminate the Agreement immediately by giving written notice to the other Party.

When and if this Agreement is terminated, copies of all completed data files remain the property of the County. Any partially completed data files prepared under this Agreement shall be completed and delivered to the County.

16.15 PAYMENT. Invoices may be submitted for payment in accordance with Article II.

Invoices, at a minimum, must reference the purchase order and job numbers, state the contract amount, and the percentage due upon the respective date.

All invoices shall be paid in accordance with Texas state law. Any language or terms in the Agreement that conflict with the applicable law are hereby deleted.

16.16 NO THIRD-PARTY BENEFICIARIES. The County is not obligated or liable to any party other than MorphoTrak for the performance of this Agreement.

Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party.

Nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.

16.17 ORDER OF PRECEDENCE. In case of a conflict between this Addendum, the Agreement, or any of the exhibits, the order of precedence for all documents shall be: this Addendum, Exhibit 1 (Biometrics System Agreement), Exhibit 2 (Request for Proposal), and Exhibit 3 (Best and Final Offer).

XVIII.

In Exhibit A (Software License Agreement) to the Agreement, on page 13, Section 4 (Limitations on Use), the paragraph entitled 4.2 is deleted in its entirety and replaced with the following.

4.2 NO REVERSE ENGINEERING. The County will not: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain except in accordance with Article XVI of this Addendum concerning the Texas Public Information Act; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of MorphoTrak's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software.

SOFTWARE ESCROW AND SYSTEM AVAILABILITY.

Software Escrow – MorphoTrak agrees to escrow in the County's name, a copy of the Software underlying this license. MorphoTrak shall make periodic upgrades of the software including, but not limited to, any reasonable request for an upgrade by the County. The escrow shall ensure that if MorphoTrak's business fails or MorphoTrak does not maintain its obligations in accordance with this Agreement, the software can be accessed and released to the County, without disruption to the County's use. MorphoTrak shall provide verification of the escrow to the County upon execution of the Agreement, and on a yearly basis after for as long as the Agreement is in effect.

System Availability – MorphoTrak understands that the System needs to be available 24/7. Scheduled downtime shall be mutually agreed upon and coordinated between MorphoTrak and the County. Unscheduled downtime may not occur without the prior written permission of the County.

System availability will be measured as a percentage of time the "Software Product" is available to County. MorphoTrak warrants that system availability will be ninety-nine point nine percent (99.9%) of available time. Available time will be measured between 12:00 Midnight thru 11:59:59 PM CST Monday through Sunday. MorphoTrak shall provide County with an on-line report calculating system availability for the past thirty (30) days. Disputes between MorphoTrak and County will be reviewed in an as needed conference call. The County realizes there may be County infrastructure components which may affect system availability. In the event of incidences where the County's infrastructure causes an unscheduled outage, such outage will not be included in MorphoTrak's calculated availability.

XIX.

In Exhibit A (Software License Agreement) to the Agreement, on page 14, Section 6 (Limited Warranty; Disclaimer of Warranty), the paragraphs entitled 6.1 and 6.3 are deleted in their entirety and any Software warranty claims will be in accordance with Section 9 of the Agreement.

In Exhibit A (Software License Agreement) to the Agreement, on page 16, Section 13 (General), the paragraphs entitled 13.3, 13.4, 13.5, and 13.6 are deleted in their entirety and described in the Agreement.

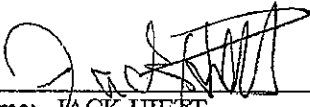
On page 17 of the Agreement, Exhibit B to the Agreement is hereby deleted in its entirety.

XX.

EFFECTIVE DATE: This Addendum and the Agreement shall be effective upon the approval of Commissioners Court.

EXECUTION. Multiple Counterparts: The Agreement and the Addendum may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement and Addendum.

MORPHOTRAK, INC.

By 
Name: JACK HIETT
Title: SENIOR VICE PRESIDENT
Date: APRIL 23, 2010

HARRIS COUNTY

By: 
ED EMMETT
COUNTY JUDGE

APPROVED AS TO FORM:
VINCE RYAN
COUNTY ATTORNEY

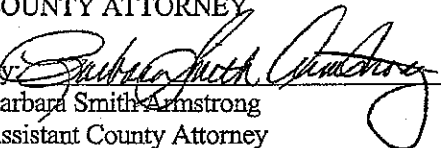
By: 
Barbara Smith-Armstrong
Assistant County Attorney
C.A. File 10GEN0506

EXHIBIT 1

Biometrics Systems Agreement

(follows behind)

EXHIBIT 2

Request for Proposal

The complete, detailed Request for Proposal including all addenda is too voluminous to include here. A set of the documents comprising the complete, detailed scope of work and requirements is on file in the Purchasing Agent's office, identified as Purchasing Job No. 10/0024.

EXHIBIT 3

Best and Final Offer

(follows behind)

Presented to Commissioner's Court

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

APR 27 2010

APPROVE _____
Recorded Vol _____ Page _____

The Commissioners Court of Harris County, Texas convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of APR 27 2010, 2010 with the following members present, to-wit:

Ed Emmett	County Judge
El Franco Lee	Commissioner, Precinct No. 1
Sylvia R. García	Commissioner, Precinct No. 2
Steve Radack	Commissioner, Precinct No. 3
Jerry Eversole	Commissioner, Precinct No. 4

and the following members absent, to-wit: none,
constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN ADDENDUM and AGREEMENT
BETWEEN
HARRIS COUNTY and MORPHOTRAK, INC.**

Commissioner García introduced an order and made a motion that the same be adopted. Commissioner Lee seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. García	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Eversole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the Order had been duly and lawfully adopted. The Order adopted reads as follows:

Recitals

1. Under the competitive proposal process of the County Purchasing Act, Local Government Code, Section 262.021, *et. seq.*, as amended, Harris County advertised a Request for Proposal (Purchasing Job No. #10/0024 which is supplemental to the Addendum and the Agreement), for an automated fingerprint identification system technology update with LiveScan stations.
2. MorphoTrak, Inc. was awarded the contract to provide an automated fingerprint identification system technology update and LiveScan stations for the Sheriff's Office.

3. MorphoTrak, Inc. represents and acknowledges that it is fully qualified and able to provide a technology update for the automated fingerprint identification system as described in the Agreement.

Now, therefore, be it Ordered by the Commissioners Court of Harris County :

1. That the recitals are true and correct.
2. That County Judge Ed Emmett be, and he is hereby, authorized to execute for and on behalf of the Harris County Sheriff's Office (Purchasing Job No. 10/0024) an Addendum and the Agreement with MorphoTrak, Inc. to provide an automated fingerprint identification system technology update with LiveScan stations for the Sheriff's Office, for a twelve (12) month term with four (4) one-year renewal terms, and at a cost of \$1,970,000.00. The Addendum and Agreement are incorporated herein by reference for all purposes as though fully set forth herein word for word.
3. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

EXHIBIT B

**“Job No. 10/0024 Automated Fingerprint Identification System Technology Update for Harris
County Sheriff’s Office” (Best and Final Offer Update)**

and

“AFIS Live Scan grant Project 2008 UASI Equipment List for Grant Proposal” dated 6/22/2010

(follow behind)

MorphoTrak

Job No. 10/0024 Automated Fingerprint Identification System Technology Update for the Harris

MOBILE AFIS UPGRADE PROPOSAL		PRICE	BEST AND FINAL
	for Mobile:	\$254,500	
	▣ Advanced Matching Controller		\$3,100
1	▣ Advanced Fingerprint Matching Processors		\$6,000
1	▣ Expert Matching Processor		\$3,000
1	▣ Advanced Matching Application Software		\$51,740
	▣ Mobile AFIS Gateway Server		\$3,000
	▣ Mobile AFIS Application Software		\$50,000
	▣ Rack-Optimized Servers		\$25,800
	▣ System Cabinet and Console Expansion		\$0
	▣ ADS Expansion		\$32,000
	▣ ADS Application Software		\$45,260
	Professional Services for Implementation & Support:	\$125,850	
	▣ Project Management		\$15,761
	▣ Software & Systems Engineering		\$7,005
	▣ Systems Integration & Test		
	▣ Design & Implement Workflows		\$23,600
	▣ Design & Implement Interfaces		\$18,800
	▣ System Configuration		\$18,800
	▣ Support Installation		\$13,200
	▣ Systems Test		\$7,600
	▣ Support Post Installation		\$7,950
	▣ Factory Acceptance Test		\$0
	▣ Quality Assurance		\$1,751
	▣ Equipment Delivery & Installation		\$6,932
	▣ System Acceptance Test		\$0
	▣ User Training		\$4,816
	▣ System Transition & Cutover		\$0
	▣ 1 Year Warranty		\$0
Net Base Proposal Total:		\$380,350	\$346,115

MorphoTrak

Job No. 10/0024 Automated Fingerprint Identification System Technology Update for the Harris

OPTIONAL MOBILE AFIS INTERFACE		PRICE	BEST AND FINAL
1	<input type="checkbox"/> Search of the Mobile Database.		\$0
	<input type="checkbox"/> Creation of the FBI RISC Image based format		\$0
	<input type="checkbox"/> Transmission to the State		\$0
	<input type="checkbox"/> Return from the State		\$0
		\$32,780	\$32,780
Net Base Proposal Total:		\$32,780	\$32,780

MorphoTrak

Job No. 10/0024 Automated Fingerprint Identification System Technology Update for the Harris County Sheriff's Office

BASE PROPOSAL		UNIT PRICE	Ext-PRICE BEST AND FINAL
	BioSP Option		
1	Aware BioSP Core Server License (4 Core)	\$27,680	\$27,680
1	Aware BioSP Format Manager	\$15,770	\$15,770
1	Aware BioSP Transaction Manager	\$18,320	\$18,320
1	Aware BioSP Subject Manager	\$31,080	\$31,080
1	Aware BioSP Fingerprint Analysis Module	\$19,910	\$19,910
1	Aware BioSP Reporting Module	\$15,130	\$15,130
1	Aware BioSP AccuPrint Module	\$15,910	\$15,910
1	BioSP Server	\$5,000	\$5,000
1	Professional Services for Implementation & Support:		
	Project Management		\$8,000
	Systems Integration		
	Support Installation		\$6,400
	Equipment Delivery & Installation		\$1,600
	One-Year Warranty		Included
Net Base Proposal Total:			\$164,800

AFIS LIVE SCAN GRANT PROJECT
2008 UASI
EQUIPMENT LIST FOR GRANT PURCHASE

6/22/2010

CITY	EQUIPMENT NEEDED	COST	REVISED COST
Rosenberg			
	Ruggedized Printrak		\$ 30,300.00
	Printrak Hand Held		\$ 4,950.00
			<u>\$ 35,250.00</u>
Richmond			
	Printrak Desktop		\$ 26,330.00
	Printrak Hand Held		\$ 4,950.00
			<u>\$ 31,280.00</u>
Missouri City			
	Ruggedized Printrak		\$ 30,300.00
	Latent Station		\$ 55,000.00
			<u>\$ 85,300.00</u>
Sheriff's Office			
	Ruggedized Printrak		\$ 30,300.00
			<u>\$ 30,300.00</u>
			<u> </u>
	Total		<u>\$ 182,130.00</u>
			<u> </u>
	Grant Project Total		<u> </u>
			<u> </u>
	Remaining Amount		<u> </u>
			<u> </u>
	Total AFIS		<u> </u>
			<u> </u>
	Total		<u> </u>

JUL 27 2010

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

APPROVE _____
 Recorded Vol _____ Page _____

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of JUL 27 2010, 2010 with the following members present, to-wit:

Ed Emmett	County Judge
El Franco Lee	Commissioner, Precinct No. 1
Sylvia R. García	Commissioner, Precinct No. 2
Steve Radack	Commissioner, Precinct No. 3
Jerry Eversole	Commissioner, Precinct No. 4

and the following members absent, to-wit: Radack,
 constituting a quorum, when among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF THE FIRST AMENDMENT TO THE
 AGREEMENT BETWEEN HARRIS COUNTY AND MORPHOTRAK, INC.**

Commissioner GARCIA introduced an order and made a motion that the same be adopted. Commissioner Lee seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Emmett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm García	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Eversole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Recitals

1. On April 27, 2010, the County entered into an agreement (the "Master Agreement") with MorphoTrak as a result of the Request for Proposals Job N. 10/0024 to acquire an automated fingerprint identification system technology update known as the Biometrics System with the optional LiveScan stations.
2. The Parties desire to amend the Master Agreement for the first time (the "First Amendment") to update the Best and Final Offer to include BioSP, mobile interface, and a mobile upgrade (the "Services"), and to provide for additional payment.

3. MorphoTrak is willing to provide the Services.

Now, therefore, be it Ordered by the Commissioners Court of Harris County:

1. That the recitals set forth in this Order are true and correct.
2. That County Judge Ed Emmett be, and he is hereby, authorized to execute for and on behalf of Harris County, the First Amendment to the Agreement between Harris County and MorphoTrak, Inc., in order to add BioSP, mobile interface, and a mobile upgrade to the scope of the Master Agreement, and to provide for additional funding in the amount of Five Hundred Forty-Three Thousand Six Hundred Ninety-Five and No/Dollars (\$543,695.00). The First Amendment is incorporated herein as though fully set forth word for word.
3. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.