

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

**AMENDMENT TO SHI GOVERNMENT SOLUTIONS, INC.'S AGREEMENT
(OMNIA PARTNERS CONTRACT # 2018011-02)**

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 SHI Government Solutions, Inc., ("SHI"), a company authorized to conduct business in the State of Texas (collectively referred to as the "parties").

WITNESSETH:

WHEREAS, the parties previously entered into the Addendum to SHI Government Solutions, Inc.'s Agreement, on or about June 27, 2023, for the purchase of specified products (the "Agreement"), attached hereto as Exhibit "A-1" and incorporated herein for all purposes; and

NOW, THEREFORE, County and SHI desire to amend said Agreement as set forth below:

I. Amendments

1. **Scope of Services.** SHI shall continue to resell product and/or services as described in SHI's Pricing Proposal (Quotation #: 24583309), attached as Exhibit "B-1" and incorporated fully by reference; and in accordance with the requirements and specifications of Omnia Partners Contract # 2018011-02 .
2. **Term.** This Agreement shall renew and this Amendment is effective as of May 2, 2024, and shall expire no later than May 1, 2025, unless terminated sooner pursuant to this Agreement. This Agreement shall not automatically renew, but may renew upon written agreement of the parties.
3. **Limit of Appropriation.** SHI's fees shall be calculated at the rates set forth in the attached Exhibit B-1. The Maximum Compensation for the performance of services within the Scope of Services as described in Exhibit B-1 is \$96,913.48. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order. SHI clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of \$96,913.48, specifically allocated to fully discharge any and all liabilities County may incur. SHI does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that SHI may become entitled to and the total maximum sum that County may become liable to pay to SHI shall not under any conditions, circumstances, or interpretations thereof exceed \$96,913.48.

4. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
5. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
6. **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.
7. **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.

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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

SHI GOVERNMENT SOLUTIONS, INC.

KP George, County Judge

Authorized Agent – Signature

Date

Darek Awas
Authorized Agent- Printed Name

ATTEST:

Manager - Contracts
Title

Laura Richard, County Clerk

3/15/2024
Date

REVIEWED:

Robyn Doughtie
Information Technology Office

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

Exhibit A-1: Addendum to SHI Government Solutions, Inc.'s Agreement, on or about June 27, 2023; and

Exhibit B-1: SHI's Pricing Proposal (Quotation #: 24583309).

EXHIBIT A-1

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(Omnia Partners Contract # 2018011-02)

AGREEMENT

- 06/29/2023 Original (e) sent to Olivia Rios, Purchasing

under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.

4. **Limit of Appropriation.** SHI clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Seventy-Four Thousand, Forty-One and 34/100 dollars (\$74,041.34), specifically allocated to fully discharge any and all liabilities County may incur. SHI does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that SHI may become entitled to and the total maximum sum that County may become liable to pay to SHI shall not under any conditions, circumstances, or interpretations thereof exceed Seventy-Four Thousand, Forty-One and 34/100 dollars (\$74,041.34). In no event will the amount paid by the County for all services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
5. **Public Information Act.** SHI expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by SHI shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement and this Addendum are not proprietary or confidential information.
6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless SHI or any other party for any reason are hereby deleted.
7. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by SHI in any way associated with the Agreement.
8. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections

2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, SHI hereby verifies that SHI and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, SHI does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
- c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, SHI does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
- d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, SHI does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

9. **Modifications and Waivers.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute. No other provisions to this Agreement apply except for the terms which appear and/or are incorporated in this Addendum and in Exhibit A.

10. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, SHI ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

11. **Use of Customer Name.** SHI may use County's name without County's prior written consent only in any of SHI's customer lists, any other use must be approved in advance by County.

12. **Performance Warranty.** SHI warrants to County that SHI has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and SHI will apply that skill and knowledge with care and

diligence to ensure that the services provided hereunder will be performed and delivered in accordance with the highest professional standards.

13. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of Omnia Partners Contract # 2018011-02, then the terms and conditions of Omnia Partners Contract # 2018011-02 controls to the extent of the conflict.
14. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
15. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
16. **Electronic and Digital Signatures.** The parties to this Agreement agree that any electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
17. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
18. **Successors and Assigns.** County and SHI 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 the other party, in respect to all covenants of this Agreement.
19. **Compliance with Laws.** SHI, and/or any subcontractors, assignees, and/or agents of SHI shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, SHI, and/or any subcontractors, assignees, and/or agents of SHI shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
20. **Personnel.** SHI will be responsible for all work performed by subcontractors, assignees, and/or agents under this Agreement. SHI will remain responsible to comply with all requirements of this Agreement.

All employees, subcontractors, assignees, and/or agents of SHI shall have such knowledge and

experience as will enable them to perform the duties assigned to them. Any employee, subcontractor, assignees, and/or agent of SHI who, in the opinion of County, is incompetent or by his or her conduct becomes detrimental to providing Services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

21. **Independent Contractor.** In the performance of work or services hereunder, SHI shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of SHI or, where permitted, of its subcontractors. SHI and its agents, assignees, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
22. **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.
23. **Further Assurances.** Each party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the agreement of the parties contained in this contract, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect to prohibiting or hindering the performance of the other party to this Agreement.
24. **Remote Access.** As applicable to this Agreement, if SHI and/or SHI's Workforce requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance, except as otherwise agreed by the parties and approved by the County's Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before SHI and/or SHI's Workforce is granted remote access to County Systems:
 - (A). SHI and/or SHI's Workforce will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advanced in writing by the County's Director of Information Technology and Chief Information Officer.
 - (B). SHI and/or SHI's Workforce will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. SHI and/or SHI's Workforce will not access County Systems via unauthorized methods.
 - (C). SHI's and/or SHI's Workforce's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
 - (D). Remote access is restricted only to County Systems necessary for SHI and/or SHI's Workforce to provide Services to County pursuant to this Agreement.
 - (E). SHI will allow only its Workforce approved in advance by County to access County Systems. SHI and/or SHI's Workforce will promptly notify County whenever an individual member of SHI's Workforce who has access to County

Systems leaves its employ or no longer requires access to County Systems. SHI and/or SHI's Workforce will keep a log of access when its Workforce remotely accesses County Systems. SHI and SHI's Workforce will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.

- (F). If any member(s) of SHI's Workforce is provided with remote access to County Systems, then SHI's Workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
- (G). Failure of SHI and/or SHI's Workforce to comply with this Section may result in SHI and/or SHI's Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
- (H). For purposes of this Section, "Workforce" means employees, agents, assignees, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for SHI, is under the direct control of SHI, whether or not they are paid by SHI and who have direct or incidental access to County Systems.
- (I). For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

(Execution Page Follows)

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IN WITNESS WHEREOF, this Addendum 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 Addendum 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


KP George, County Judge

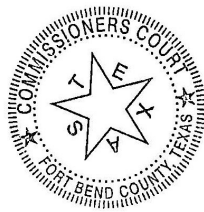
June 27, 2023

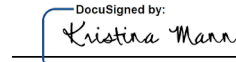
Date

ATTEST:



Laura Richard, County Clerk

**SHI GOVERNMENT SOLUTIONS, INC.**

DocuSigned by:


Authorized Agent – Signature

Kristina Mann

Authorized Agent- Printed Name

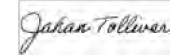
Sr. Manager - Contracts

Title

6/14/2023

Date

REVIEWED:



Information Technology Office

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 74,041.34 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

Exhibit A: SHI's Quotation #: 23503346

Exhibit A



Pricing Proposal
 Quotation #: 23503346
 Created On: 5/23/2023
 Valid Until: 6/16/2023

County of FORT BEND

Russell Hill

P.O. BOX509
 ATTN: ACCOUNTS PAYABLE
 FRESNO, IX 77545
 United States
 Phone:2813413759
 Fax:
 Email: Russell.Hill@fortbendcountytexas.gov

Inside Account Manager

Richard Lettiere

3828 Pecana Trail
 Austin, TX 78749
 Phone: 800-870-6079
 Fax: 512-732-0232
 Email: Richard_Lettiere@SHI.com

All Prices are in US Dollar (US\$)

Product	Qty	Retail	Your Price	Total
2021 Premium Base sku device count Axonius - Part#: AXP5000-9999 Contract Name: Omnia Partners - IT Solutions Contract#: 2018011-02 Coverage Term: 5/2/2023 - 5/1/2024		\$88,250.00	\$57,631.57	\$57,631.57
2 Enforcement Center Axonius - Part#: AXEC Contract Name: Omnia Partners - IT Solutions Contract#: 2018011-02 Coverage Term: 5/2/2023- 5/1/2024		\$21,825.00	\$16,409.77	\$16,409.77
Subtotal				\$74,041.34
Shipping				\$0.00
Total				\$74,041.34

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

EXHIBIT B-1



Pricing Proposal
Quotation #: 24583309
Created On: Mar-06-2024
Valid Until: Mar-29-2024

TX-County of Fort Bend

Russell Hill
Phone: (281) 238-3027
Fax:
Email: russell.hill@fortbendcountytx.gov

Inside Account Manager

Lauren Allen
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-868-6210
Fax:
Email: lauren_allen@shi.com

All Prices are in US Dollar (USO)

Product	Qty	Retail	Your Price	Total
Axonius Platform - Premium Support - Device Tier 5000-9999 Axonius - Part#: AXP5000-9999 Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: May-02-2024 - May-01-2025		\$98,500.00	\$57,663.85	\$57,663.85
2 Enforcement Center Axonius - Part#: AXEC Contract Name: Omnia Partners - IT Solutions Contract#: 2018011-02 Coverage Term: May-02-2024- May-01-2025		\$24,450.00	\$18,004.42	\$18,004.42
3 AXONIUS, INC.:Axonius Software Management- Device Tier 5000-9999 Axonius - Part#: AXSWM5000-9999 Contract Name: Omnia Partners - IT Solutions Contract#: 2018011-02		\$32,600.00	\$21,245.21	\$21,245.21
Subtotal				\$96,913.48
Shipping				\$0.00
Total				\$96,913.48

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.