STATE OF TEXAS \$

COUNTY OF FORT BEND \$

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

THIS FIRST AMENDMENT ("Amendment") is made and entered into by and between FORT BEND COUNTY, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and SHI GOVERNMENT SOLUTIONS, INC., (hereinafter "SHI"), a company authorized to conduct business in the State of Texas. County and Contractor are hereinafter collectively referred to as the "Parties" and each individually a "Party."

WHEREAS, on or about December 5, 2023, the Parties executed and accepted that certain *Addendum to SHI Government Solutions, Inc.'s Agreement* (hereinafter "Agreement") which is incorporated by reference as if set forth herein verbatim; and

WHEREAS, by execution of this Amendment, the Parties desire to amend the Agreement to provide additional services by Contractor, to increase the Total Maximum Compensation for completion of such services, and to otherwise ratify and confirm all the terms and conditions as set forth herein.

NOW THEREFORE, in consideration of the foregoing, the Parties do mutually agree that the Agreement between the Parties is hereby amended as follows:

- 1. **Scope of Services.** County shall pay Contractor an additional Two Thousand Five Hundred Seventy-Three and 01/100 dollars (\$2,573.01) for the performance and completion of additional services as described in Contractor's Pricing Proposal Quotation # 24585789 dated March 6, 2024, (the "Services") attached hereto as Exhibit "A" and incorporated by reference for all intents and purposes.
- 2. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation payable to Contractor for Services rendered under this Agreement is hereby increased to an amount not to exceed Eighty-One Thousand Fifty-One and 48/100 dollars (\$81,051.48), authorized as follows:

\$78,478.47	under the Agreement
\$2,573.01	under this Amendment
TOTAL	\$81,051.48

In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Contractor clearly understands and agrees, such understanding and agreement being the absolute essence of this Agreement, that County shall have available the total maximum sum of Eighty-One Thousand Fifty-One and 48/100 dollars (\$81,051.48) specifically allocated to fully discharge any and all liabilities County may incur under the Agreement.

Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total Maximum Compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor under the Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Eighty-One Thousand Fifty-One and 48/100 dollars (\$81,051.48).

- 3. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of the Agreement.
- 4. **Modifications and Conflict.** Except as modified herein, the Agreement shall remain in full force and effect and has not been otherwise modified or amended. If there is a conflict among documents that make up the Agreement, this Amendment shall prevail with regard to the conflict.

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{Execution Page Follows}

IN WITNESS WHEREOF, this First 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 First 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	Kristina Mann Authorized Agent - Signature	
	Kristina Mann	
Date	Authorized Agent- Printed Name	
	Sr. Manager - Contracts	
ATTEST:	Title	
	3/29/2024	
Laura Richard, County Clerk	Date	
REVIEWED:		
Robyn Doughtie		
Information Technology Department		
AUDITO	R'S CERTIFICATE	
I hereby certify that funds are available in the amount of \$ to		
accomplish and pay the obligation of Fo	ort Bend County under this contract.	
	Robert Ed Sturdivant, County Auditor	

Exhibit A: Pricing Proposal Quotation # 24585789 dated March 6, 2024

i:\agreements\2024 agreements\purchasing\it\shi government solutions inc (24-it-100151-a1)\1st amendment to addendum to shi govt solutions inc agmt (kcj - 3.22.2024)

# **EXHIBIT A**

Pricing Proposal Quotation # 24585789 dated March 6, 2024

# SHI | GS

· Pricing Proposal Quotation#: 24585789 Created On: 3/6/2024 Valid Until: ·6/6/2024

## TX-County of Fort Bend

# Inside Account Manager

#### Lee Powell

301 Jackson Street Richmond, TX 77469-3108

United States Phone: (346) 481-6155

Product

Fax:

Emai: lee.powell@fortbendcountytx.gov

### Richard Lettiere.

3828 Pecana Trail
.Austin, TX 78749
Phone: 800-870-6079
Fax: 512 732-0232

Otv

Email: Richard Letliere@SHI:com

Your Price

Total

### All Prices are in US Dollar (USD)

Product	Qty Four Price	Total
Balance 305	\$2,078.81	\$2,078.81
PePLink- Part#: BPL-305		
Contract Name: Omnia Partners - IT Solutions		
Contract#: 2018011-02		
Note: Multi-WAN Router (3 WAN) for Medium Business - 3x GE WAN, 3x GE		
1U 19" Rackmount Chassis, Drop-In Mode, Advanced QoS - 1Gbps throughp		
EssentialCare (1-Year) - EssentialCare (1-Year) for Balance 305 (SVL-732)	USO	
339.00		
Peplink 8-port SD Switch	\$494.20	\$494.20
PePLink - Part#: PSW-8-240W-RUG	·	·
Contract Name: Omnia Partners - JT Solutions		
Contract#: 2018011-02		
Note: 240W power budget - Bx GE Ports (PoE+) - 2x 1GB SFP Ports		
	Subtotal	\$2,573.01
	Shipping	\$0.00
	Total	\$2,573.01

#### Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

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

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc, is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

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