



AGENDA ITEM 34E

January 22, 2010

Lach Mullen  
Fort Bend County OEM  
307 Fort Street  
Houston, TX 77469

Dear Lach:

Enclosed please two signed original copies of the addendum between PIER Systems, Inc. and Fort Bend County. Please sign and return one copy to our office at: 1204 Railroad Ave., Ste. 200, Bellingham, WA 98225. Please retain the additional copy for your records.

Should you have any questions, please contact Kevin Boxx at (360) 746-0474 or [kboxx@piersystems.com](mailto:kboxx@piersystems.com).

Sincerely,

A handwritten signature in black ink, appearing to be "Katie Schafer", with a long horizontal line extending to the right.

Katie Schafer  
Office Administrator

2-1-10 copy received

**Addendum # 1 to PIER Standard Customer Agreement  
between PIER Systems, Inc. and Fort Bend County  
dated January 8, 2008**

The purpose of this Addendum is to add 20 Fully Paid Subscriptions (the "2010 Additional Centers"), Year 1 Hosting Upgrade and Support for those centers, and Provisioning and Training Services to that certain agreement captioned above.

**Addition to Section 5: Fees.**

(h) One-time, upfront payment in the amount of \$365,000 for the 2010 Additional Centers invoiced on the date of final execution of this Addendum. Customer shall pay such invoice within thirty (30) days of receipt.

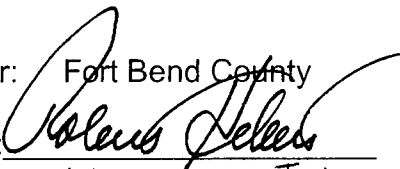
(i) Annual Hosting, Upgrade and Support fees in the amount of \$48,000 (\$2,400 per center per year) for the 2010 Additional Centers invoiced on the date of final execution of this Addendum. Customer shall pay such invoice within thirty (30) days of receipt. Annual Hosting, Upgrade and Support Fees service period will begin at site launch. Annual Hosting, Upgrade and Support fees for year two and beyond shall be paid by participating agencies as identified in existing Assignments between Fort Bend County and participating agencies, the total for which shall not be less than \$2,400 per center per year.

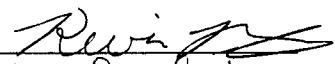
(j) Provisioning services in the amount of \$60,000 (400 hrs @ \$150/hr) will be invoiced on the date of final execution of this Addendum. Customer shall pay such invoice within thirty (30) days of receipt.

(k) Training services in the amount of \$9,600 to (48 hrs @ \$200/hr) will be invoiced on the date of final execution of this Addendum. Customer shall pay such invoice within thirty (30) days of receipt.

Prior to the execution of this Addendum, we have been advised by Customer, and clearly understand and agree, such understanding and agreement being the absolute essence of this Agreement, that Customer shall have available, the total maximum of \$482,600 specifically allocated to fully discharge any and all costs related to the services described above, which may be incurred by Customer, irrespective of the nature thereof, and notwithstanding any word, statement, or thing contained or inferred from the provisions of this Addendum which may in any light by any person be interpreted to the contrary.

All other terms and conditions of the original agreement shall remain in force.

Customer: Fort Bend County  
Signature:   
Title: Robert Hebert, County Judge  
Date: 1-26-2010

PIER Systems, Inc.  
Signature:   
Title: Vice President  
Date: 1/22/10