

ASSIGNMENT

THIS AGREEMENT is made and entered into by and between Fort Bend County (hereinafter "Assignor"), a body corporate and politic under the laws of the State of Texas, and Brazoria County (hereinafter "Assignee").

WITNESSETH

WHEREAS, Assignor and PIER Systems, Inc. executed and accepted that certain PIER Standard Customer Agreement on January 8, 2008, for a fully paid subscription for an additional 30 PIER Centers and as amended on January 26, 2010, for a fully paid subscription for an additional 20 PIER Centers (hereinafter "2010 Additional Centers"), attached hereto as Exhibit A;

WHEREAS, pursuant to Section 14.5 of the PIER Standard Customer Agreement, Assignor is expressly authorized to assign all of its responsibilities related to the 2010 Additional Centers to members of the Houston UASI Region as long as such members agree in writing to be bound to all terms of this PIER Standard Customer Agreement;

WHEREAS, Assignee is a member of the Houston UASI Region that desires to obtain a fully paid subscription for one (1) 2010 Additional Center; and

WHEREAS, Assignor and Assignee have executed a Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, attached hereto as Exhibit B and incorporated herein by reference for all purposes, for one (1) 2010 Additional Center;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

- A. Assignor assigns to Assignee all of Assignor's interest in one (1) 2010 Additional Center identified in the PIER Standard Customer Agreement.
- B. Assignor assigns to Assignee all of Assignor's interest in 20 hours of Provisioning Services prepaid by Assignor under Section 5(j) of the PIER Standard Customer Agreement. The prepaid Provisioning Services hours must be used prior to December 31, 2012.
- C. Assignee assumes all responsibilities under the PIER Standard Customer Agreement related to the one (1) 2010 Additional Center assigned to Assignee including, but not limited to, payment of any and all Annual Hosting, Upgrade, and Support fees; Provisioning services fees, and Training services fees related to the one (1) 2010 Additional Center(s). Assignee is not responsible for the one-time, upfront payments identified in Sections 5(h), 5(j), and 5(k) or the year one Annual Hosting, Upgrade and Support fees identified in Section (i) of the PIER Standard Customer Agreement.
- D. Assignee agrees to be bound by all terms of the PIER Standard Customer Agreement with regards to the 2010 Additional Center and shall to the extent allowed by law indemnify, defend,

and hold Assignor harmless from any loss, attorney's fees, expenses, or claims resulting from Assignee's breach of the terms of the PIER Standard Customer Agreement or the attached Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement.

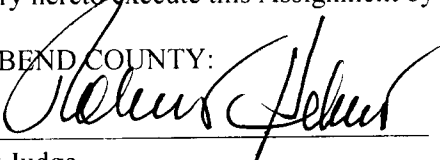
E. Assignee agrees that all written notices, demands, and other papers or documents to be delivered to Assignee under the Assignment and/or the PIER Standard Customer Agreement shall be delivered to Brazoria County Health Department, 432 E. Mulberry, Angleton, Texas 77515, Attention: Tamara Tisdale, or such other place or places as Assignee may designate by written notice delivered to PIER Systems, Inc.

F. Assignee acknowledges that Assignor's initial purchase of the 2010 Additional Center involved the use of Homeland Security Grant Program funds. As such, Assignee agrees to use the 2010 Additional Center identified in this Assignment solely to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, preventing, and responding to potential threats of manmade, natural disasters and acts of terrorism as described in the federal program guidelines, specifically: planning, equipment, training and exercise needs.

G. Assignee represents and warrants to Assignor that Assignee has the requisite authority to enter into the PIER Standard Customer Agreement, the Governor's Division of Emergency Management State Administrative Agency Homeland Security Grant Program Property Transfer Record Agreement, and Assignment.


H. Assignor and Assignee bind themselves and their successors, executors, administrators and assigns to the other party of this Assignment and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Assignment.

IN WITNESS HEREOF, Assignor and Assignee intending to be bound as of the date of the last signatory hereto execute this Assignment by their duly authorized representatives.

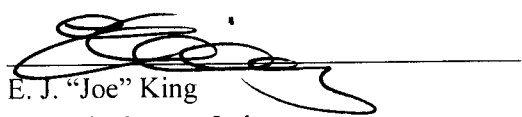
FORT BEND COUNTY:


County Judge

10-23-2012
Date

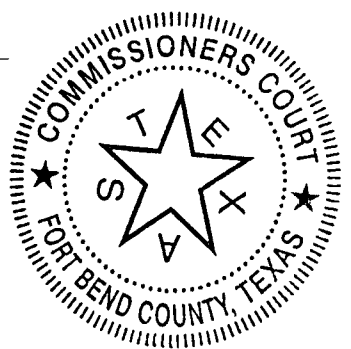
ATTEST:


Dianne Wilson, County Clerk

ASSIGNEE:


E. J. "Joe" King
Brazoria County Judge

08-14-12
Date

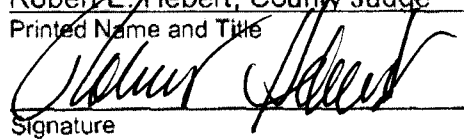


**Governor's Division of Emergency Management
State Administrative Agency
Homeland Security Grant Program
Property Transfer Record Agreement**

Transferred From: Fort Bend County
Name of Organization (Homeland Security Grant Sub-Recipient)

301 Jackson Street, Richmond, Fort Bend County, 77469
Street/Mailing Address, City, County, Zip

Robert E. Hebert, County Judge
Printed Name and Title


Signature

10-23-2012
Date

Transferred To: Brazoria County c/o Office of Emergency Management
Name of Organization (Homeland Security Grant Sub-Recipient)

111 E. Magnolia St. Angleton, TX 77515
Street/Mailing Address, City, County, Zip

E. J. "Joe" King
Printed Name and Title


Signature

08.14.12
Date

This is to certify that the property described below was acquired by the expenditure of 2009 Homeland Security Grant Program funds awarded to the above named Homeland Security Grant Sub-Recipient (Grantor). The jurisdiction/organization receiving the property (Grantee) certifies that they have knowledge of the laws, rules and regulations of the aforementioned grant for the year of the award. The Grantee further certifies that they agree to be bound by all the contract covenants and exhibits to the Grantor's Sub-Recipient agreement and any modifications or amendments to that agreement as if they were written here. The Grantor and Grantee further certify that they are duly authorized and empowered by their governing body to enter into this agreement. The Grantor further certifies that the Grantee has complied with all State and Federal eligibility requirements.

Property being Transferred:

Item description:	PIER Center
Quantity:	1
Model Number:	Not Applicable
Acquisition Date:	Upon request under January 8, 2008 PIER Purchase Agreement as amended on January 26, 2010
Unit Cost:	\$24,130.00