

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**ADDENDUM FOR THE PURCHASE AND INSTALLATION
 OF PSC SOFTWARE LICENSES**

THIS ADDENDUM ("Addendum") 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.

WHEREAS, SHI is an authorized reseller of Public Safety Corporation's ("PSC") proprietary CryWolf software, installation, and maintenance/support services ("Services") through BuyBoard Contract #498-15;

WHEREAS, County desires to purchase CryWolf false alarm software and installation services from SHI utilizing BuyBoard Contract #498-15, as described in Quotation #13703470 attached hereto as "Exhibit A" and incorporated by reference;

NOW, THEREFORE, the following changes are incorporated as if a part of the Agreement:

1. **Scope of Services.** SHI shall resell the Services as described in Exhibit A.
2. **Personnel.** SHI agrees to bind every subcontractor, and every subcontractor will agree to be bound, by the terms of this Agreement and BuyBoard Contract #498-15 as far as applicable to the subcontractor's work, unless specifically noted to the contrary in a separate agreement approved and executed in writing by County and subcontractor.
3. **Payment.** Payment shall be made by County within thirty (30) days of receipt of invoice.
4. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
5. **Taxes.** County is a body corporate and politic 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.
6. **Term.** The term of the Agreement shall commence upon execution by County and expire one (1) year from the Effective Date.
7. **Confidential Information.** 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

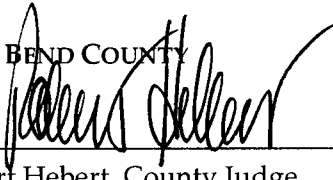
and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

8. **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 in the Agreement, or any agreements incorporated into the Agreement, including but not limited to any software license agreement for use of the software purchased through SHI.
9. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by SHI or any other party, in any way associated with the Agreement, or any agreements incorporated into the Agreement, including but not limited to any software license agreement for use of the software purchased through SHI.
10. **Arbitration.** County does not agree to submit disputes arising out of the Agreement, or any agreements incorporated into the Agreement, to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted.
11. **Applicable Law.** 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.
12. **Travel.** All travel expenses arising from the performance of Services under the Agreement shall be paid by County, only in accordance with County's Travel Policy. Receipts evidencing travel related expenditures shall be submitted to the County Auditor's Office:
Fort Bend County Auditor
Attn: Robert Ed Sturdivant
301 Jackson Street, Suite 701, Richmond, TX 77469
13. **Conflict.** In the event of is a conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall prevail.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective as dated below.

[Remainder of Page Blank]
[Signatures Follow On Next Page]

FORT BEND COUNTY



Robert Hebert, County Judge

9-5-2017

Date

ATTEST:



Laura Richard, County Clerk

SHI GOVERNMENT SOLUTIONS, INC.



Authorized Agent - Signature

Cassie Skelton

Authorized Agent- Printed Name

Contracts Manager

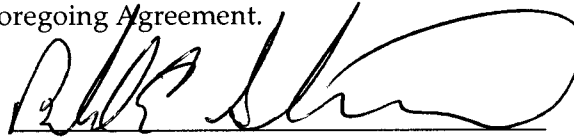
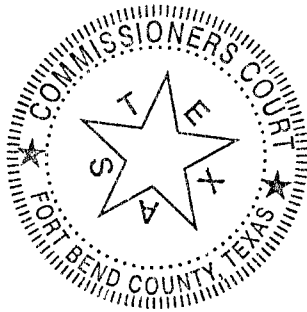
Title

08-17-17

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 71,600.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

Exhibit A



Pricing Proposal
 Quotation #: 13703470
 Created On: Jun-27-2017
 Valid Until: Jul-31-2017

FORT BEND COUNTY

Inside Account Manager

Robyn Doughtie

Phone: 281-341-4574
 Fax:
 Email: Robyn.Doughtie@fortbendcountytx.gov

Richard Lettiere

1301 S. Mo-Pac Expressway, Suite
 375, Austin TX, 78746
 Phone: 800-870-6079
 Fax: 512-732-0232
 Email: Richard_Lettiere@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Retail	Your Price	Total
1 One (1) Full CryWolf False Alarm Management License Package with CryWolf Web Pages Public Safety Corporation - Part#: Contract Name: BuyBoard Contract #: 498-15 Note: (Milestone #1)	1	\$65,730.00	\$62,600.00	\$62,600.00
2 2nd Additional Full Licenses Public Safety Corporation - Part#: Contract Name: BuyBoard Contract #: 498-15 Note: (Milestone #2)	1	\$6,300.00	\$6,000.00	\$6,000.00
3 3rd Additional Full Licenses Public Safety Corporation - Part#: Contract Name: BuyBoard Contract #: 498-15 Note: (Milestone #3)	1	\$3,150.00	\$3,000.00	\$3,000.00
			Subtotal	\$71,600.00
			Shipping	\$0.00
			Total	\$71,600.00

Additional Comments

Annual End User Software License and Maintenance Agreement will be billed directly from Public Safety Corporation and paid to Public Safety Corporation beginning (6) six months from go-live.
 *Travel expenses will be billed to Fort Bend County from PSC directly as incurred not to exceed \$4000.

Thank you for choosing SHI-GS! 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. For any additional Information including Hardware, Software and Services Contracts, please contact an SHI-GS Inside Sales Representative at (800) 870-6079.

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 subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.