

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

ADDENDUM TO AGREEMENT WITH SHI GOVERNMENT SOLUTIONS, INC.

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 (hereinafter each referred to as a "party" or collectively as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted SHI's Pricing Proposal (Quotation # 24552625), (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of specified products (collectively the "Services"); and

WHEREAS, County desires that SHI provide Services as will be more specifically described in this Agreement; and

WHEREAS, the parties wish to utilize Omnia Partners Contract # 2018011-02, incorporated fully by reference, for the purchase of the Services; and

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

AGREEMENT

1. **Term.** The term of the Agreement is effective as of March 29, 2024, and shall expire no later than March 30, 2025, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties.
2. **Scope of Service.** Subject to this Addendum, SHI shall provide Services to County as described in Exhibit A; and in accordance with the requirements of Omnia Partners Contract # 2018011-02.
3. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. SHI may submit invoice(s) electronically in a form acceptable to County via: apauditor@fortbendcountytexas.gov. 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. 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. 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 Fifty Thousand, Six Hundred Six dollars and 00/100 cents (\$50,606.00), 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 Fifty Thousand, Six Hundred Six dollars and 00/100 cents (\$50,606.00).
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 are not proprietary or confidential information.
6. **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.

SHI warrants to County that the Services will materially conform to all requirements and specifications contained in the attached Exhibit A, and Omnia Partners Contract # 2018011-02.

7. **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 for any reason are hereby deleted. SHI shall indemnify and defend County against all losses, liabilities, third party claims, causes of action, and other expenses, including reasonable attorney's fees, arising from activities of SHI, its agents, servants or employees, performed under this agreement arising out of the gross negligence, willful misconduct, or violation of law by SHI or any of SHI's agents, servants or employees.

8. **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.
9. **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:
- 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.
 - 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.
 - 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.
 - 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.
10. **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.

11. **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.
12. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code.
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. **Compliance with Laws.** 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 shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
18. **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, 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.
19. **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.

20. **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).

21. **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.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

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 exhibits and attachments hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George
 KP George, County Judge

3.26.24

Date



ATTEST:

Laura Richard
 Laura Richard, County Clerk

SHI GOVERNMENT SOLUTIONS, INC.

DocuSigned by:
Kristina Mann
 EA418E789F09404...
 Authorized Agent – Signature

Kristina Mann

Authorized Agent- Printed Name

Sr. Manger - Contracts

Title

3/7/2024

Date

REVIEWED:

Robyn Doughtie
 Information Technology Department

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 50,606.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert E. Sturdivant

Robert E. Sturdivant, County Auditor

Exhibit A: SHI's Pricing Proposal Quotation # 24552625

Exhibit A



Pricing Proposal
Quotation #: 24552625
Created On: Feb-28-2024
Valid Until: Mar-29-2024

TX-County of Fort Bend

Inside Account Manager

Russell Hill

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

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
CLOUDFLARE INC.:ENTERPRISE SERVICE PLAN - CUSTOM PRICING BASED ON VENDOR QUOTE -ANNUAL CloudFlare - Part#: ENTERPRISE-CA Contract Name: Omnia Partners - IT Solutions Contract#: 2018011-02		\$0.00	\$50,606.00	\$50,606.00
2 CLOUDFLARE INC.:CLOUDFLARE ENTERPRISE-ATTRIBUTE PART - CON - Total Data Transfer CloudFlare - Part#: CON-TOT Contract Name: Omnia Partners - IT Solutions Contract#: 2018011-02		\$0.00	\$0.00	\$0.00
3 CLOUDFLARE INC.:CLOUDFLAREENTERPRISE -ATTRIBUTE PART - CON - Data Transfer (Asia) CloudFlare - Part#: CON-OT-ASIA Contract Name: Omnia Partners - IT Solutions Contract#: 2018011-02		\$0.00	\$0.00	\$0.00
4 CLOUDFLARE INC.:CLOUDFLARE ENTERPRISE-ATTRIBUTE PART - CON - Data Transfer (AUS/NZ) CloudFlare - Part#: CDN-DT-AUS-NZ Contract Name: Omnia Partners - IT Solutions Contract#: 2018011-02		\$0.00	\$0.00	\$0.00
5 CLOUDFLARE INC.:CLOUDFLARE ENTERPRISE -ATTRIBUTE PART - CON - Data Transfer (China) CloudFlare - Part#: CON-OT-CHINA Contract Name: Omnia Partners - IT Solutions Contract#: 2018011-02		\$0.00	\$0.00	\$0.00
6 CLOUDFLARE INC.:CLOUDFLARE ENTERPRISE-ATTRIBUTE PART - CON - Data Transfer (Europe) CloudFlare - Part#: CON-OT-EUROPE Contract Name: Omnia Partners - IT Solutions Contract#: 2018011-02		\$0.00	\$0.00	\$0.00
7 CLOUDFLARE INC.:CLOUDFLAREENTERPRISE-ATTRIBUTE PART - CON - Data Transfer (India)		\$0.00	\$0.00	\$0.00

CloudFlare - Part#: CDN-DT-INDIA
 Contract Name: Omnia Partners - IT Solutions
 Contract#: 2018011-02

8	CLOUDFLARE INC.:CLOUDFLAREENTERPRISE -ATTRIBUTE PART - CON - Data Transfer (Korea) CloudFlare - Part#: CDN-DT-KOREA Contract Name: Omnia Partners - IT Solutions Contract#: 2018011-02		\$0.00	\$0.00	\$0.00
9	CLOUDFLARE INC.:CLOUDFLAREENTERPRISE -ATTRIBUTE PART - CDN - Data Transfer (Middle East & Africa) CloudFlare - Part#: CON-OT-ME-A Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02		\$0.00	\$0.00	\$0.00
10	CLOUDFLARE INC.:CLOUDFLAREENTERPRISE-ATTRIBUTE PART - CDN - Data Transfer (North America) CloudFlare - Part#: CON-OT-NA Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02		\$0.00	\$0.00	\$0.00
11	CLOUDFLARE INC.:CLOUDFLAREENTERPRISE-ATTRIBUTE PART- CDN - Data Transfer (South America) CloudFlare - Part#: CON-OT-SA Contract Name: Omnia Partners - IT Solutions Contract#: 2018011-02		\$0.00	\$0.QO	\$0.00
12	CLOUDFLARE INC.:CLOUDFLAREENTERPRISE -ATTRIBUTE PART - CON - Data Transfer (Taiwan) CloudFlare - Part#: CON-OT-TAIWAN Contract Name: Omnia Partners - IT Solutions Contract#: 2018011-02		\$0.00	\$0.00	\$0.00
13	CLOUDFLARE INC.:CLOUDFLAREENTERPRISE -ATTRIBUTE PART - CON - Requests CloudFlare - Part#: CON-REQUESTS Contract Name: Omnia Partners - IT Solutions Contract#: 2018011-02		\$0.00	\$0.00	\$0.00
14	CLOUDFLARE INC.:CLOUDFLAREENTERPRISE -ATTRIBUTE PART - Advanced DDoS CloudFlare - Part#: ADDOS Contract Name: Omnia Partners - IT Solutions Contract#: 2018011-02		\$0.00	\$0.00	\$0.00
15	CLOUDFLARE INC.:CLOUDFLAREENTERPRISE-ATTRIBUTE PART - Custom SSL - Certificates CloudFlare - Part#: CUSTOM-SSL Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	8	\$0.00	\$0.00	\$0.00
16	CLOUDFLARE INC.:CLOUDFLAREENTERPRISE-ATTRIBUTE PART - Enterprise - Primary - Domains CloudFlare - Part#: ENT-PRI-D Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	15	\$0.00	\$0.00	\$0.00
17	CLOUDFLARE INC.:CLOUDFLAREENTERPRISE-ATTRIBUTE PART - Enterprise - Secondary - Domains CloudFlare - Part#: ENT-SEC-D	60	\$0.00	\$0.00	\$0.00

Contract Name: Omnia Partners - IT Solutions
Contract #: 2018011-02

18	CLOUDFLARE INC.:CLOUDFLARE ENTERPRISE-ATTRIBUTE PART - Managed DNS - DNS queries CloudFlare - Part#: M-DNS-DNS-Q Contract Name: Omnia Partners - IT Solutions Contract#: 2018011-02		\$0.00	\$0.00	\$0.00
19	CLOUDFLARE INC.:CLOUDFLARE ENTERPRISE-ATTRIBUTE PART - Zero Trust Enterprise - User CloudFlare - Part#: ZTE-USER Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02	10	\$0.00	\$0.00	\$0.00
20	CLOUDFLARE INC.:CLOUDFLARE ENTERPRISE-ATTRIBUTE PART - WAF CloudFlare - Part#: WAF Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02		\$0.00	\$0.00	\$0.00
21	CLOUDFLARE INC.:CLOUDFLARE ENTERPRISE -ATTRIBUTE PART - Advanced Browser Isolation - Seat CloudFlare - Part#: ADV-BI Contract Name: Omnia Partners - IT Solutions Contract#: 2018011-02	10	\$0.00	\$0.00	\$0.00
22	CLOUDFLARE INC.:CLOUDFLARE ENTERPRISE-ATTRIBUTE PART - Standard Success Offering CloudFlare - Part#: STD-SUC-O Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02		\$0.00	\$0.00	\$0.00
23	CLOUDFLARE INC.:CLOUDFLAREENTERPRISE -ATTRIBUTE PART - PREMIUMSUCCESS CloudFlare - Part#: PREMIUM-SUC Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02		\$0.00	\$0.00	\$0.00
24	CLOUDFLARE INC.:CLOUDFLAREENTERPRISE-ATTRIBUTE PART - Load Balancing - DNS queries CloudFlare - Part#: LB-DNS-Q Contract Name: Omnia Partners - IT Solutions Contract#: 2018011-02		\$0.00	\$0.00	\$0.00
25	CLOUDFLARE INC.:CLOUDFLARE ENTERPRISE-ATTRIBUTE PART - Load Balancing - Origin CloudFlare - Part#: LB-O Contract Name: Omnia Partners - IT Solutions Contract#: 2018011-02		\$0.00	\$0.00	\$0.00
26	CLOUDFLARE INC.:CLOUDFLAREENTERPRISE -A TTRIBLJTE PART - Load Balancing - Data Transfer CloudFlare - Part#: LB-OT Contract Name: Omnia Partners - IT Solutions Contract#: 2018011-02		\$0.00	\$0.00	\$0.00

Subtotal	\$50,606.00
Shipping	\$0.00
Total	\$50,606.00

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.

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SHI Government Solutions
Austin, TX United States

Certificate Number:
2024-1130659

Date Filed:
03/04/2024

Date Acknowledged:
03/26/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

21-IT-100867-A2
Quote# 24552625 utilizing OMNIA Partners Contract # 2018011-02 for Cloudfare seats

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)