

STATE OF TEXAS	§
	§
COUNTY OF FORT BEND	§

ADDENDUM TO SHI GOVERNMENT SOLUTIONS, INC.’S AGREEMENT

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 collectively referred to as the “parties”).

WHEREAS, the parties have executed and accepted SHI’s Quotation Number 25028710, (the “Agreement”), attached hereto as Exhibit “A” and incorporated by reference, representing a renewal of the purchase of specified SolarWinds software (the “Product”); and

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

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.
2. **Scope of Services.** SHI shall provide the Product to County in accordance with the State of Texas’ Department of Information Resources Contract Number DIR-TSO-4317, incorporated herein by reference as if stated below verbatim.
3. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. 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, Three Hundred Twenty-Five dollars and 65/100 (\$50,325.65), 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, Three Hundred Twenty-Five dollars and 65/100 (\$50,325.65). In no event will the amount paid by the County for all services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
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. **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.
7. **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.
8. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
 - a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, SHI verifies SHI does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - b. Texas Government Code § 2252.252 Acknowledgment: By signature below, SHI represents pursuant to § 2252.152 of the Texas Government Code, that SHI is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under § 806.051, § 807.051, or § 2252.153.
9. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both Parties.
10. **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.
11. **Use of Customer Name.** SHI may use County's name without County's prior written consent only in any SHI's customer lists, any other use must be approved in advance by County.
12. **Conflict.** In the event there is a conflict between this Addendum and the Quotation Number 23830026, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of DIR Contract Number DIR-TSO-4317, then the terms and conditions of DIR Contract Number DIR-TSO-4317 controls to the extent of the conflict.
13. **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.
14. **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.
15. **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.
16. **County Data.** Nothing in this Agreement will be construed to waive the requirements of §205.009 of the Texas Local Government Code.
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. **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.

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 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

KP George

KP George, County Judge

SHI GOVERNMENT SOLUTIONS, INC.

DocuSigned by:

Michael Drecolias

Authorized Agent – Signature

September 25, 2024

Date

Approved by Commissioners Court on 9/24/24

Michael Drecolias

Authorized Agent- Printed Name

Sr. Lead Contract Specialist

Title

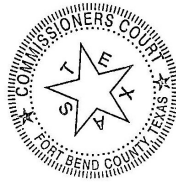
8/29/2024

Date

ATTEST:

Laura Richard

Laura Richard, County Clerk



REVIEWED:

Robyn Doughtie

Information Technology Office

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 50,325.65 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant

Robert Ed Sturdivant, County Auditor

Exhibit A: SHI's Quotation Number 25028710

Exhibit A



Pricing Proposal
 Quotation#: 25028710
 Created On: 6/28/2024
 Valid Until: 10/15/2024

TX-County of Fort Bend

Inside Account Manager

Mark Mestayer

301 Jackson Street
 Richmond, TX 77469-3108
 United States
 Phone:
 Fax:
 Email: mark.mestayer@fortbendcountytexas.gov

Richard Lettiere

3828 Pecana Trail
 Austin, TX 78749
 Phone: 800-870-6079
 Fax: 512-732-0232
 Email: Richard_Lettiere@SHI.com

All Prices are in US Dollar (USO)

Product	Qty	Retail	Your Price	Total
SolarWinds Network Configuration Manager DL500 (up to 500 nodes)-Annual Maintenance Renewal SolarWinds - Part#: 8240029 Contract Name: Software/ Services Contract#: DIR-TS0-4317 Serial #: SW309584 Coverage Term: 10/31/2024 - 10/31/2025		\$2,570.00	\$2,343.02	\$2,343.02
2 SolarWinds VoIP and Network Quality Manager IP SLA 50, IP Phone 3000 (up to 50 IP SLA source devices, 3000 IP phones)-Annual Maintenance Renewal SolarWinds - Part#: 8240018 Contract Name: Software/ Services Contract#: DIR-TS0-4317 Serial #: SW309584 Coverage Term: 10/31/2024 - 10/31/2025	2	\$2,314.00	\$2,109.63	\$2,109.63
3 SolarWinds NetFlow Traffic Analyzer Module for SolarWinds Network Performance Monitor SLX-Annual Maintenance Renewal SolarWinds - Part#: 8240042 Contract Name: Software/ Services Contract#: DIR-TS0-4317 Serial #: SW309584 Coverage Term: 10/31/2024 - 10/31/2025		\$4,986.00	\$4,545.64	\$4,545.64
4 SolarWinds Network Performance Monitor SLX (unlimited elements-Standard Polling Throughput)-Annual Maintenance Renewal SolarWinds - Part#: 8240037 Contract Name: Software/ Services Contract#: DIR-TS0-4317 Serial #: SW309584 Coverage Term: 10/31/2024 - 10/31/2025		\$8,730.00	\$7,958.98	\$7,958.98
5 SolarWinds Database Performance Analyzer per SQL Server, MySQL, Oracle SE, or PostgreSQL Instance (5 to 9 instances)-Annual Maintenance Renewal SolarWinds - Part#: 8240794 Contract Name: Software/ Services	7	\$572.00	\$521.48	\$3,650.36

Contract#: DIR-TSO-4317

Serial #: SW309584

Coverage Term: 10/31/2024 - 10/31/2025

6	SolarWinds Dameware Remote Everywhere (16-25 Concurrent Users) - Annual Subscription Renewal SolarWinds - Part#: 12140 Contract Name: Software/ Services Contract#: DIR-TSO-4317 Serial #: SW309584 Coverage Term: 10/31/2024 - 10/31/2025	24	\$507.00	\$462.22	\$11,093.28
7	SolarWinds User Device Tracker UT25000 (up to 25000 ports)-Annual Maintenance Renewal SolarWinds - Part#: 8240227 Contract Name: Software/ Services Contract#: DIR-TSO-4317 Serial #: SW309584 Coverage Term: 10/31/2024-10/31/2025		\$2,916.00	\$2,658.47	\$2,658.47
8	SolarWinds IP Address Manager IPX (unlimited IPs)-Annual Maintenance Renewal SolarWinds - Part#: 8240024 Contract Name: Software/ Services Contract#: DIR-TSO-4317 Serial #: SW309584 Coverage Term: 10/31/2024 - 10/31/2025		\$4,847.00	\$4,418.92	\$4,418.92
9	SolarWinds Network Topology Mapper-Annual Maintenance Renewal SolarWinds - Part#: 8240877 Contract Name: Software/ Services Contract#: DIR-TSO-4317 Serial #: SW309584 Coverage Term: 10/31/2024 - 10/31/2025		\$520.00	\$474.08	\$474.08
10	SolarWinds Server & Application Monitor ALX (unlimited monitors-Standard Polling Throughput)-Annual Maintenance Renewal SolarWinds - Part#: 8240051 Contract Name: Software/ Services Contract#: DIR-TSO-4317 Serial #: SW309584 Coverage Term: 10/31/2024 - 10/31/2025		\$10,427.00	\$9,506.10	\$9,506.10
11	SolarWinds Engineer's Toolset Per Seat License-Annual Maintenance Renewal SolarWinds - Part#: 8240012 Contract Name: Software/ Services Contract#: DIR-TSO-4317 Serial #: SW309584 Coverage Term: 10/31/2024 - 10/31/2025		\$573.00	\$522.39	\$522.39
12	SolarWinds Engineer's Toolset Per Seat License-Annual Maintenance Renewal SolarWinds - Part#: 8240012 Contract Name: Software/ Services Contract#: DIR-TSO-4317 Serial #: SW309584 Coverage Term: 10/31/2024 - 10/31/2025		\$573.00	\$522.39	\$522.39
13	SolarWinds Engineer's Toolset Per Seat License-Annual Maintenance Renewal SolarWinds - Part#: 8240012		\$573.00	\$522.39	\$522.39

DocuSign Envelope ID: D799D22E-9EA4-4A9A-87D8-DFE0B118CFEB
Contract Name: Software/ Services
Contract#: DIR-TSO-4317
Serial #: SW309584
Coverage Term: 10/31/2024 - 10/31/2025

Subtotal	\$50,325.65
Shipping	\$0.00
Total	\$50,325.65

Additional Comments

Solarwinds has a no returns policy.

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:
 2024-1205717

Date Filed:
 08/26/2024

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

Date Acknowledged:
 09/24/2024

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.
 23-IT-100126-A2
 RE: 23-IT-100126-A2, Solar Winds DIR-TSO-4317

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)