

**Addendum
To
Maintenance Agreement**

Quote Number 20094669
An Agreement made on this March 8, 2019
Between:

County of Webb ("Purchaser")
For the Webb County Sheriff
Department
Webb County Courthouse
1000 Houston
Laredo, Texas 78040

AND

Smiths Detection ("Company")
2201 Lakeside Blvd
Edgewood Maryland 21040

Now therefore, the parties agree to modify, delete and/or include the following terms and conditions in the above referenced Smith Detection Service Quotation with US Terms and Conditions of Service 2013. The following provisions and covenants supersede prior negotiations, representations or agreements, either written or oral, and where there is a conflict between the provisions of this addendum and the provision set forth in the Service Agreement between Webb County, Texas and Smith Detection ("Company") or an or any other Contract Documents, the provision set forth herein shall superseded and have full force and effect and become part of the above referenced contract for all intent an purposes.

Smith Detection Service Quotation with
US Terms and Conditions of Service 2013

1. This addendum to the above-referenced Smith Detection Service Quotation with US Terms and Conditions of Service 2013 is made and entered into by and between Webb County a body corporate politic under the laws of the State of Texas and Smiths Detection.
2. For the purpose of this Addendum, Standard form Maintenance Agreement document referenced above ("Smiths Detection Service Quotation and US Terms and Conditions of Service 2013) will be referred to generally as the "Service Agreement."
3. This Service Agreement shall be for a term of 12 months commencing March 8, 2019 and ending March 7, 2020. Any term provision to the contrary in the standard form Service Agreement, including to but not limited to any automatic renewal provision, is hereby deleted.
4. Purchaser has the right to assign its rights under this Agreement with thirty (30) day written to or consent to Company. Company shall have the right to assign its interest in this agreement upon thirty (30) day written notice to Purchaser.

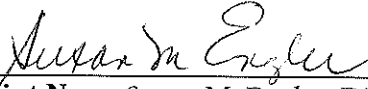
5. Purchaser intends to remit to Company all payments for the full term of the lease if funds are legally available. In the event Purchaser is not granted an appropriation of funds at any time during the term for the funds and funds are not otherwise available to Purchaser to pay Company payments due and to become due under this Agreement, and there is no legal procedure or available funds by or with payment can be made to Company, and the non-appropriation did not result from a failure to act or omission of Purchaser, Purchaser shall have the right to terminate this Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to Purchaser, except as to the portion of the payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of Purchaser fiscal period, Purchaser's auditor or legal counsel shall certify in writing that (1) funds have not been appropriated for the fiscal period and (2) such non-appropriation did not result from any failure to act or omission by Purchaser. If Purchaser terminates this Agreement because of non-appropriation of funds, Purchaser shall not purchase services performing the same function as, or functions taking the place of those performed by the equipment and/or service provided.
6. Purchaser agrees to be charged as stated in the Service Quotation; however, all references to any remedial payments or any additional charges, including but not limited to all references wherever found to collection of expenses, attorney fees, and court costs are hereby deleted in the Service Agreement.
7. Company and Purchaser agree that under the Constitution and laws of the State of Texas, Purchaser cannot enter into an Agreement whereby Purchaser agrees to indemnify or hold harmless Company; therefore, all references of any kind to indemnifying or saving harmless for any reason whatsoever are hereby deleted from the Service Agreement.
8. In the event of a dispute, breach, or suit brought against the Purchaser or Company with regards to this maintenance agreement including the terms and conditions and this addendum then jurisdiction and venue shall be located in Webb County, Texas. The laws of the State of Texas shall control the terms of this agreement.

EXECUTED THIS _____ DAY OF _____, 2018

AGREED:
Webb County,

Honorable Tano Tijerina

AGREED TO BY:



Print Name Susan M. Engler, Dir. of Contracts
Authorized Agent for
Smiths Detection
2201 Lakeside Blvd
Edgewood Maryland 21040