

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

**ADDENDUM TO C&T INFORMATION TECHNOLOGY CONSULTING, INC.'S AGREEMENT
FOR CONSULTING SERVICES CONCERNING REDISTRICTING EFFORTS
(DIR Contract No. DIR-CPO-4570)**

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 C&T Information Technology Consulting, Inc., ("C&T"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, subject to the changes herein, the parties have executed and accepted C&T's Quote, and Not to Exceed Rates (collectively the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for specified consulting services concerning redistricting efforts (the "Services"); and

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

WHEREAS, C&T represents that it is qualified and desires to perform such Services; and

WHEREAS, the parties wish to utilize the State of Texas Department of Information Resources ("DIR") Contract No. DIR-CPO-4570, 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. **Scope of Services.** Subject to this Addendum, C&T will render Services to County as described in Exhibit A, and in accordance with the requirements of DIR Contract No. DIR-CPO-4570 (Exhibit B), and the instructions of the County's Director of Information Technology and Chief Information Officer (hereinafter "IT Director"). Scheduling and location for C&T personnel reporting shall be as directed by the County's IT Director or designee.
2. **Time of Performance.** The time for performance of the Scope of Services by C&T shall begin as soon as possible upon receipt of the Notice to Proceed from County. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties.

All performance of the Scope of Services by C&T including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

3. **Payment; Non-appropriation; Taxes.** C&T is encouraged to invoice weekly but no less frequently than monthly. Payment shall be made by County within thirty (30) days of receipt of invoice. If County disputes charges related to the invoice submitted by C&T, County shall notify C&T no later than twenty-one (21) days after the date County receives the 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. County reserves the right to withhold payment pending verification of satisfactory work performed.

Mutually approved travel and mileage expenses incurred in the performance of required Services will be compensated only in accordance with the County's Travel Policy, a copy of which will be provided upon request. Receipts evidencing travel related expenditures made by C&T or C&T's subcontractors 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

4. **Limit of Appropriation.** C&T 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 Two Hundred Eleven Thousand, Two Hundred and 00/100 dollars (\$211,200.00), specifically allocated to fully discharge any and all liabilities County may incur. C&T does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that C&T may become entitled to and the total maximum sum that County may become liable to pay to C&T shall not under any conditions, circumstances, or interpretations thereof exceed Two Hundred Eleven Thousand, Two Hundred and 00/100 dollars (\$211,200.00). 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 and Open Meetings Act.** C&T 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 C&T 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.

C&T expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement.

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 C&T for any reason are hereby deleted. C&T shall indemnify and defend County against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from activities of C&T, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of C&T or any of C&T's agents, servants or employees.
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 C&T 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. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, C&T hereby verifies that C&T and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - a. 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 Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, C&T 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 Section 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, C&T 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 Section 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, C&T 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 Section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in Section 2274.001(6) and (7) of the Texas Government Code.

9. **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. No other provisions to this Agreement apply except for the terms which appear and/or are incorporated in this Addendum and Exhibit A.
10. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, C&T 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.** C&T may use County's name without County's prior written consent only in any of C&T's customer lists, any other use must be approved in advance by County.
12. **Performance Warranty.** C&T warrants to County that C&T has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and C&T 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.

C&T warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in this Agreement, and DIR Contract Number Contract No. DIR-CPO-4570.
13. **Conflict.** In the event there is a conflict between this Addendum and Exhibit A, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of DIR Contract Number Contract No. DIR-CPO-4570, then the terms and conditions of DIR Contract No. DIR-CPO-4570 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. **Inspection of Books and Records.** C&T will permit County, or any duly authorized agent of County, to inspect and examine the books and records of C&T for the purpose of verifying

the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four (4) years.

16. **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.

17. **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.

18. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code.

19. **Assignment and Delegation.**

19.1. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

19.2. Neither party may delegate any performance under this Agreement.

19.3. Any purported assignment of rights or delegation of performance in violation of this Section is void.

19.4. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.

20. **Successors and Assigns.** County and C&T bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

21. **Ownership and Reuse of Documents.** All documents, data, reports, research, graphic presentation materials, etc., developed by C&T as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under § 3 for work performed. C&T shall promptly furnish all such data and material to County on request.

22. **Personnel.** C&T represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that C&T shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of C&T shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of C&T or agent of C&T who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Agreement shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services for the County, C&T shall comply with, and ensure that all C&T Personnel comply with, all rules, regulations and policies of County that are communicated to C&T in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures. C&T personnel shall not use any County equipment for any unlawful purpose. If using County equipment to provide Services to the County, C&T personnel will obey all laws, rules, and regulations of all governmental authorities while using County equipment, will use County equipment in a careful and proper manner, and will only use County equipment in the performance of Services under this Agreement.

23. **Compliance with Laws.** C&T 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, C&T shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified
24. **Confidential Information.** C&T acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by C&T or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by C&T shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by C&T) publicly known or is contained in a publicly available document; (b) is rightfully in C&T's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of C&T who can be shown to have had no access to the Confidential Information.

C&T agrees to hold Confidential Information in strict confidence, using at least the same degree of care that C&T uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential

Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. C&T shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, C&T shall advise County immediately in the event C&T learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and C&T will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or C&T against any such person. C&T agrees that, except as directed by County, C&T will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, C&T will promptly turn over to County all documents, papers, and other matter in C&T's possession which embody Confidential Information.

C&T acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. C&T acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

C&T in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

25. Termination.

25.1. Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.

25.2. Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:

(a). If C&T fails to timely perform services pursuant to this Agreement or any extension thereof granted by the County in writing;

(b). If C&T materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

25.3. If, after termination, it is determined for any reason whatsoever that C&T was not in default, or that the default was excusable, the rights and obligations of the parties

shall be the same as if the termination had been issued for the convenience of the County in accordance with § 25.1 above.

- 25.4. Upon termination of this Agreement, County shall compensate C&T in accordance with § 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. C&T's final invoice for said services will be presented to and paid by County in the same manner set forth in § 3 above.
- 25.5. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to C&T.
- 25.6. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.
- 25.7. Upon termination of this Agreement for any reason, if C&T has any property in its possession belonging to County, C&T will account for the same, and dispose of it in the manner the County directs.
26. **Independent Contractor.** In the performance of work or services hereunder, C&T 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 C&T or, where permitted, of its subcontractors. C&T 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.
27. **Third Party Beneficiaries.** This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.
28. **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.
29. **Dispute Resolution.**
 - 29.1. The parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to this Agreement by negotiation between the parties. In the event the dispute cannot be settled through negotiation, the parties agree to submit the dispute to non-binding mediation.
 - 29.2. The party requesting mediation shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their

differences within ten (10) days of the receipt of such notice, such dispute shall be submitted for mediation.

29.3. Each party shall be responsible for its own costs associated with the mediation.

29.4. The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law or equity under any applicable statute of limitations.

29.5. C&T acknowledges that County is subject to the requirements of the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, the County will comply with the provisions of the Open Meetings Act.

30. **Insurance.** Prior to commencement of the Services under this Agreement, C&T shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. C&T shall provide certified copies of insurance endorsements and/or policies if requested by County. C&T shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. C&T shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

(a). Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.

(b). Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

(c). Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

(d). Professional Liability insurance with limits not less than \$1,000,000.

(e). Professional Liability insurance for Information Technology, including Cyber Risk may be made on a Claims Made form with limits not less than \$1,000,000 each claim/loss with a \$2,000,000 aggregate. The insurance should provide coverage for the following risks:

(1). Liability arising from theft, dissemination, and/or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc.) stored or transmitted in electronic form.

- (2). Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure
- (3). Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.

County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of C&T shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

If required coverage is written on a claims-made basis, C&T warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two years beginning from the time that work under the Agreement is completed.

C&T's or C&T's subcontractor's insurance will be primary to any insurance carried or self-insurance program established by the County. C&T's or C&T's subcontractor's insurance will be kept in force until all service have been fully performed and accepted by County in writing. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of C&T.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, or faxed to the following County contact:

Name: Wyatt Scott, Director of Risk Management
Address: 301 Jackson St., Suite 224, Richmond, TX 77469
Facsimile Number: 281-341-3751

31. **Remote Access.** If C&T 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 Information Technology Director in writing, the below requirements must be met before C&T is granted remote access to County Systems:

- (A). C&T 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 Information Technology Security Manager or the Assistant Information Technology Manager.
- (B). C&T will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. C&T will not access County Systems via unauthorized methods.
- (C). C&T'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 C&T to conduct their Services to County pursuant to this Agreement.
- (E). C&T will allow only its Workforce approved in advance by County to access County Systems. C&T will promptly notify County whenever an individual member of C&T's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. C&T will keep a log of access when its Workforce remotely accesses County Systems. C&T 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 C&T's Workforce is provided with remote access to County Systems, then C&T'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 C&T to comply with this Section may result in C&T and/or C&T'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, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for C&T, is under the direct control of C&T, whether or not they are paid by C&T 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).

32. Notices.

- 32.1. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- 32.2. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Information Technology Department
Attn: Information Technology Director
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
301 Jackson Street
Richmond, Texas 77469

Contractor: C&T Information Technology Consulting, Inc.
ATTN: Jennifer Conway
201 S. Lakeline Blvd., Suite 803
Cedar Park, Texas 78613

32.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 32.1 and 32.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

32.3.1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

32.3.2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

(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 attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Agreement is effective upon execution by both parties.

FORT BEND COUNTY

C&T INFORMATION TECHNOLOGY
CONSULTING, INC.

KP George, County Judge

Jennifer Conway
Authorized Agent – Signature

Date

Jennifer Conway
Authorized Agent- Printed Name

ATTEST:

Director of Operations
Title

Laura Richard, County Clerk

December 17, 2021
Date

APPROVED:

Ruby Thompson
Information Technology Department

AUDITOR'S CERTIFICATE

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

Robert Ed Sturdivant, County Auditor

Exhibit A: C&T's Quote, and Not to Exceed Rates.

Exhibit A



C&T Information Technology Consulting, Inc.

201 S. Lakeline Blvd., Suite 803, Cedar Park, Texas 78613
 Phone: 512-610-0040, Fax: 512-231-8044, Email: sales@candttech.com
www.candttech.com

QUOTE FOR CONSULTING SERVICES FORT BEND COUNTY

Description:	Sales Rep:	Customer Contact
Fort Bend Project: Technical design, development, analysis, build out, testing, support, review and knowledge transfer to assist in the Redistricting efforts.	Jennifer Conway 512-610-0040 sales@candttech.com	Cassie Leal <i>Fort Bend County Purchasing, Buyer II</i> (281) 341-8641 Cassie.Leal@fortbendcountytexas.gov www.fortbendcountytexas.gov
Customer	Bill To	Ship To
Fort Bend County Purchasing, Buyer II (281) 341-8641 Cassie.Leal@fortbendcountytexas.gov www.fortbendcountytexas.gov	Fort Bend County 301 Jackson St Richmond, TX 77469 (281) 341-8641 Cassie.Leal@fortbendcountytexas.gov www.fortbendcountytexas.gov	Fort Bend County 301 Jackson St Richmond, TX 77469 (281) 341-8641 Cassie.Leal@fortbendcountytexas.gov www.fortbendcountytexas.gov
DIR Contract Number:	DIR-CPO-4570	

Description	Est. Total/Hr.
<p>Project Scope: The Fort Bend Project will require technical design and development, analysis, build out, testing, support, review and knowledge transfer to assist in the Redistricting efforts.</p> <p>This effort will require the following resources:</p> <p>2X Systems Analysts NTE \$144.24/hr = \$53,080.32</p> <p>Proposed Start Date: TBD Location: Clients Worksite</p> <p>Project Duration:</p> <p>Hourly rates over 40hrs/week: same as above Estimated Total: 184 hours per person per month</p> <p><i>(estimate based on 184 hours a month x2 contractors not to exceed at total billing of \$211,200)</i></p>	<p>184 hr/person =</p> <p>552/hr a month(2 resources) =</p> <p>\$53,080.32</p> <p>\$ total billing not to exceed = \$211,200</p>



C&T Information Technology Consulting, Inc.

201 S. Lakeline Blvd., Suite 803, Cedar Park, Texas 78613
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**Rates will Not Exceed the above quoted hourly rate, vary based on skill level of Consultant and are negotiable and subject to any Customer budgetary constraints.*

*** Actual total will be determined by PO hours, actual bill rate, start/end dates and customer needs.*

Subtotal: \$ _____
Tax (0.000%): \$ 0.00 _____
Total: \$ \$ Not to exceed: \$211,200 _____

Thank you.

A handwritten signature in black ink that reads "Jennifer Conway".

Jennifer Conway
Director of Operations
December 8, 2021

Not to Exceed Rates

These rates represent the highest bill rate for each Title that a Contract Holder may propose in Response to a Customer solicitation. At no time under a Customer Purchase Order may a Contract Holder

NOTE: Areas shaded gray (Undefined Rows and the Specialist Level Column) are for use on Customer solicitations only. RFO Respondents are not required to submit any pricing rates at this time.

Category	Title	Intern Level 1	Intern Level 2	Intern Level 3	Level 1	Level 2	Level 3	Specialist Level
		Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Open Hourly Bill Rate
Applications / Software Development	DevOps Engineer	\$ 36.98	\$ 55.47	\$ 73.95	\$ 92.44	\$ 121.86	\$ 166.85	
	Systems Analyst	\$ 39.28	\$ 58.92	\$ 78.57	\$ 98.21	\$ 119.20	\$ 144.24	
	Applications Architect	\$ 34.54	\$ 51.80	\$ 69.07	\$ 86.34	\$ 108.68	\$ 149.51	
	Business Analyst	\$ 34.31	\$ 51.47	\$ 68.62	\$ 85.78	\$ 98.21	\$ 127.59	
	Cloud Solutions Architect	\$ 46.47	\$ 69.71	\$ 92.94	\$ 116.18	\$ 137.36	\$ 185.43	
	Artificial Intelligence/Machine Learning Engineer	\$ 38.46	\$ 57.70	\$ 76.93	\$ 96.16	\$ 117.47	\$ 142.12	
	Developer/Programmer Analyst	\$ 20.40	\$ 30.60	\$ 40.80	\$ 63.50	\$ 79.00	\$ 104.50	
	Enterprise Architect	\$ 36.56	\$ 54.84	\$ 73.13	\$ 91.41	\$ 116.79	\$ 151.54	
	Enterprise Resource Planning (ERP) Business Analyst	\$ 25.35	\$ 38.03	\$ 50.70	\$ 89.20	\$ 102.40	\$ 120.80	
	ERP Developer	\$ 29.26	\$ 43.88	\$ 58.51	\$ 73.14	\$ 114.79	\$ 167.84	
	Mobile Applications Developer	\$ 36.56	\$ 54.84	\$ 73.13	\$ 91.41	\$ 115.80	\$ 152.32	
	Technical Writer	\$ 18.69	\$ 28.03	\$ 37.37	\$ 46.72	\$ 73.94	\$ 93.79	
	Digital Product Manager	\$ 40.62	\$ 60.93	\$ 81.24	\$ 101.54	\$ 137.07	\$ 193.94	
	Software Engineer	\$ 28.85	\$ 43.27	\$ 57.70	\$ 72.12	\$ 101.57	\$ 147.35	
	Software Developer	\$ 42.03	\$ 63.05	\$ 84.07	\$ 105.08	\$ 131.12	\$ 144.24	
	Undefined Title: Applications/Software Development							
Data / Database Administration	Database Administrator	\$ 39.28	\$ 58.92	\$ 78.57	\$ 98.21	\$ 119.20	\$ 144.24	
	Data Analyst/Report Writer	\$ 21.95	\$ 32.92	\$ 43.89	\$ 54.87	\$ 90.63	\$ 147.25	
	Data Architect	\$ 57.69	\$ 86.54	\$ 115.39	\$ 144.24	\$ 160.00	\$ 179.60	
	Data Modeler	\$ 28.01	\$ 42.01	\$ 56.01	\$ 70.01	\$ 110.71	\$ 152.32	
	Data Scientist (Big Data Engineer)	\$ 34.92	\$ 52.38	\$ 69.84	\$ 87.30	\$ 112.00	\$ 142.24	
	Business Intelligence Analyst	\$ 23.64	\$ 35.46	\$ 47.28	\$ 59.11	\$ 85.32	\$ 121.86	
	Undefined Title: Data/Database Administration							
Web Development	Front-End Web Developer/Web Designer	\$ 17.16	\$ 25.74	\$ 34.32	\$ 42.89	\$ 70.00	\$ 117.43	
	Web Developer	\$ 20.36	\$ 30.55	\$ 40.73	\$ 50.91	\$ 85.00	\$ 123.38	
	Senior Web Developer	\$ 31.91	\$ 47.87	\$ 63.82	\$ 79.78	\$ 103.04	\$ 127.40	
	Web Administrator	\$ 34.31	\$ 51.47	\$ 68.62	\$ 85.78	\$ 98.21	\$ 119.20	
	Undefined Title: Web Developer							
Quality Assurance & Testing	QA Engineer - Automated	\$ 24.03	\$ 36.05	\$ 48.06	\$ 60.08	\$ 77.68	\$ 92.17	
	QA/Test Manager	\$ 29.61	\$ 44.42	\$ 59.23	\$ 74.03	\$ 116.31	\$ 144.95	
	QA Associate/Analyst	\$ 19.59	\$ 29.38	\$ 39.17	\$ 48.96	\$ 59.73	\$ 75.48	
	Undefined Title: Quality Assurance (QA) and Testing							
Networking / Telecommunications	Network Engineer	\$ 23.40	\$ 35.10	\$ 46.80	\$ 58.50	\$ 86.36	\$ 127.59	
	Wireless Network Engineer	\$ 21.12	\$ 31.68	\$ 42.24	\$ 52.80	\$ 82.24	\$ 145.20	
	Network Administrator	\$ 34.31	\$ 51.47	\$ 68.62	\$ 85.78	\$ 98.21	\$ 119.20	
	Telecommunications Manager	\$ 29.27	\$ 43.90	\$ 58.53	\$ 73.16	\$ 90.00	\$ 122.86	
	Telecommunications Technician	\$ 29.97	\$ 44.95	\$ 59.94	\$ 74.92	\$ 85.78	\$ 98.21	
	Network Operations Center (NOC) Technician	\$ 16.68	\$ 25.02	\$ 33.36	\$ 41.70	\$ 65.09	\$ 96.52	
	Undefined Title: Networking/Telecommunications							
Security	Data Security Analyst	\$ 36.71	\$ 55.07	\$ 73.43	\$ 91.78	\$ 105.08	\$ 131.12	
	Security Administrator	\$ 20.87	\$ 31.31	\$ 41.75	\$ 52.19	\$ 85.03	\$ 122.69	
	Network Security Analyst	\$ 42.03	\$ 63.05	\$ 84.07	\$ 105.08	\$ 131.12	\$ 158.66	
	Network Security Engineer	\$ 26.45	\$ 39.67	\$ 52.90	\$ 66.12	\$ 105.66	\$ 123.91	
	Information Security Manager	\$ 41.89	\$ 62.83	\$ 83.78	\$ 104.72	\$ 139.62	\$ 174.53	
	IT Auditor	\$ 36.71	\$ 55.07	\$ 73.43	\$ 91.78	\$ 105.08	\$ 131.12	
	Undefined Title: Security							
Project Management	Project Manager	\$ 39.28	\$ 58.92	\$ 78.57	\$ 98.21	\$ 119.20	\$ 144.24	
	Project Lead	\$ 35.35	\$ 53.03	\$ 70.71	\$ 88.39	\$ 125.96	\$ 169.09	
	Program Manager	\$ 41.04	\$ 61.56	\$ 82.08	\$ 102.60	\$ 120.87	\$ 163.55	
	Agile Scrum Master	\$ 27.31	\$ 40.97	\$ 54.62	\$ 68.28	\$ 109.68	\$ 154.39	
	Agile Coach	\$ 30.50	\$ 45.76	\$ 61.01	\$ 76.26	\$ 121.88	\$ 167.65	
	Undefined Title: Project Management							

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		Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Open Hourly Bill Rate
Technical Services, Help Desk & Operations	Support Technician	\$ 15.83	\$ 23.74	\$ 31.65	\$ 39.56	\$ 58.00	\$ 82.52	
	Help Desk Technician	\$ 14.83	\$ 22.25	\$ 29.66	\$ 37.08	\$ 52.55	\$ 65.75	
	Business Continuity Analyst	\$ 42.03	\$ 63.05	\$ 84.07	\$ 105.08	\$ 112.00	\$ 119.20	
	Product Support Analyst	\$ 18.45	\$ 27.67	\$ 36.90	\$ 46.12	\$ 70.00	\$ 101.93	
	Site Reliability Engineer	\$ 30.00	\$ 45.00	\$ 60.00	\$ 75.00	\$ 85.62	\$ 95.06	
	Instructor Trainer	\$ 23.33	\$ 34.99	\$ 46.66	\$ 58.32	\$ 73.18	\$ 91.75	
	Operations							
Information Technology Service Management (ITSM Operations)	Change Management Manager/ Organizational Change Management (OCM)	\$ 24.64	\$ 36.97	\$ 49.29	\$ 61.61	\$ 100.00	\$ 144.08	
	Process Improvement Manager	\$ 24.35	\$ 36.53	\$ 48.70	\$ 60.88	\$ 92.82	\$ 118.55	
	Undefined Title: ITSM Operation							
IT Marketing	Communication Coordinators	\$ 15.72	\$ 23.58	\$ 31.43	\$ 39.29	\$ 45.68	\$ 61.94	
	Customer Relationship Management (CRM)	\$ 19.51	\$ 29.26	\$ 39.02	\$ 48.77	\$ 64.99	\$ 98.48	
	Digital Marketing Analyst	\$ 18.38	\$ 27.58	\$ 36.77	\$ 45.96	\$ 56.16	\$ 72.63	
	Web Content Technician/Manager	\$ 17.66	\$ 26.49	\$ 35.32	\$ 44.16	\$ 85.00	\$ 133.94	
	Undefined Title: IT Marketing							
Information Technology Contract Management	IT Contract Manager	\$ 28.01	\$ 42.01	\$ 56.02	\$ 70.02	\$ 82.24	\$ 120.83	
	IT Contract Administrator/Technician	\$ 22.58	\$ 33.87	\$ 45.16	\$ 56.45	\$ 64.58	\$ 73.90	
	IT Procurement Technician	\$ 26.18	\$ 39.26	\$ 52.35	\$ 65.44	\$ 74.92	\$ 85.78	
	Undefined Title: IT Contracting and Procurement							