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(TIPS Contract # 200301)

2. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. If County disputes charges related to the invoice submitted by NOVA, County shall notify NOVA no later than twenty-one (21) days after the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. 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.

3. **Limit of Appropriation.** NOVA 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 Eighty-Eight Thousand, Nine Hundred Seventy-Two and 00/100 dollars (\$88,972.00), specifically allocated to fully discharge any and all liabilities County may incur. NOVA does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that NOVA may become entitled to and the total maximum sum that County may become liable to pay to NOVA shall not under any conditions, circumstances, or interpretations thereof exceed Eighty-Eight Thousand, Nine Hundred Seventy-Two and 00/100 dollars (\$88,972.00). 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. This Limit of Appropriation is inclusive of all applicable shipping and handling charges.
4. **Public Information Act.** NOVA 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 NOVA 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.
5. **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 NOVA for any reason are hereby deleted.
6. **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 NOVA in any way associated with the Agreement.

7. **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, NOVA hereby verifies that NOVA 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 Section 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, NOVA 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.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, NOVA 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.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, NOVA 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.
8. **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.
9. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, NOVA 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.

10. **Use of Customer Name.** NOVA may use County's name without County's prior written consent only in any of NOVA's customer lists, any other use must be approved in advance by County.

11. **Performance Warranty.** NOVA warrants to County that NOVA has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and NOVA 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.

NOVA warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A, and TIPS Contract # 200301.

12. **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 TIPS Contract # 200301, then the terms and conditions of TIPS Contract # 200301 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. **Personnel.** NOVA 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 NOVA 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 NOVA shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of NOVA or agent of NOVA 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, NOVA shall comply with, and ensure that all NOVA Personnel comply with, all rules, regulations and policies of County that are communicated to NOVA, 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.

17. **Compliance with Laws.** NOVA 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, NOVA shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
18. **Confidential Information.** NOVA 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 NOVA 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 NOVA 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 NOVA) publicly known or is contained in a publicly available document; (b) is rightfully in NOVA'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 NOVA who can be shown to have had no access to the Confidential Information.

NOVA agrees to hold Confidential Information in strict confidence, using at least the same degree of care that NOVA 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. NOVA 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, NOVA shall advise County immediately in the event NOVA 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 NOVA will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or NOVA against any such person. NOVA agrees that, except as directed by County, NOVA 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, NOVA will promptly turn over to County all documents, papers, and other matter in NOVA's possession which embody Confidential Information.

NOVA 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. NOVA 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.

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

19. Termination.

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

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

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

19.3. If, after termination, it is determined for any reason whatsoever that NOVA 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 § 19.1 above.

19.4. Upon termination of this Agreement, County shall compensate NOVA in accordance with § 2, above, for those Services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. NOVA's final invoice for said services will be presented to and paid by County in the same manner set forth in § 2 above.

19.5. 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 NOVA.

19.6. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.

20. **Independent Contractor.** In the performance of work or services hereunder, NOVA 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 NOVA or, where permitted, of its subcontractors. NOVA 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.
21. **Third Party Beneficiaries.** This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.
22. **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.
23. **Insurance.** Prior to commencement of the Services under this Agreement, NOVA 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. NOVA shall provide certified copies of insurance endorsements and/or policies if requested by County. NOVA 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. NOVA 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.

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 NOVA 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, NOVA 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.

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

24. Notices.

24.1. 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).

24.2. 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 Facilities Management and Planning
Attn: Director
301 Jackson Street
Richmond, Texas 77469

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

Contractor: NOVA Solutions, Inc.
Attn: _____
421 Industrial Avenue
Effingham, Illinois 62401

24.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 24.1 and 24.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

24.3.1. 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.

24.3.2. 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

NOVA SOLUTIONS, INC.

KP George, County Judge



Authorized Agent – Signature

Date

Nick Lechman

Authorized Agent- Printed Name

ATTEST:

National Sales Manager

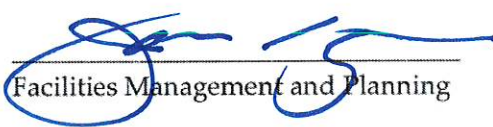
Title

Laura Richard, County Clerk

01/27/22

Date

REVIEWED:



Facilities Management and Planning

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: NOVA's Fort Bend County EOC Invoice, dated January 13, 2022

Exhibit A

Vendor: 34738



Nick Lechman - Rev by CF
421 Industrial Ave
Effingham, IL 62401
Phone: 800-730-6682 x251 * Fax: 800-940-6682
nlechman@novasolutionsinc.com
www.novadesk.com

Exhibit A

Date: 01/13/2022

To: Gary Brisendine

Phone: 713.681.0033 x 225

Fax:

E-Mail: gary@letourneaukeller.com

NOVA Dealer: LetourneauKeller

Rep: The Lowe Group - Chris Lowe

Fort Bend County EOC

Line #	QTY	Item #	DESCRIPTION	List Price Each	Net Price	Extended Net Price
1	60	4P16213-2 Open Market	Workstation Dimensions: 30"Deep x 48-1/8"Wide x 30"High *Designer laminate end panel base with 1" leveling glides. *5" High laminate privacy wall (field installed on work surface) *Boring to mount ESI CPU Holder included - Model # TBD (supplied by others) *Custom cut-out location for Friant power /data center (power center supplied by others) *4 worksurface round wire grommets star cut - see drawing for locations *1 round star cut grommet for dual monitor arm (arm supplied by others) - location centered *Black plastic wire channel keeps cords and cables under control. *2 multi-plug power strips / 1 located left and 1 located right (6 outlets per power strip) Ships Assembled (Leveling Glides - Field Installed)	\$3,135.00	\$1,254.00	\$75,240.00
2	4	4P16214-2 Open Market	Workstation Dimensions: 30"Deep x 60-1/8"Wide x 30"High *Designer laminate end panel base with 1" leveling glides. *5" High laminate privacy wall (field installed on work surface) *Boring to mount ESI CPU Holder included - Model # TBD (supplied by others) *Custom cut-out location for Friant power /data center (power center supplied by others) *4 worksurface round wire grommets star cut - see drawing for locations *1 round star cut grommet for dual monitor arm (arm supplied by others) - location centered *Black plastic wire channel keeps cords and cables under control. *2 multi-plug power strips / 1 located left and 1 located right (6 outlets per power strip) Ships Assembled (Leveling Glides - Field Installed)	\$3,965.00	\$1,586.00	\$6,344.00
3	32	AC-WM14	Black plastic wire channel keeps cords and cables under control. Factory installed	\$35.00	\$14.00	\$448.00
4	1	Expedite Fee	NOVA expedite fee to ship above line items within 6 weeks from time of placing order			\$2,100.00
5	1	MISC	NOVA expenses for site visit during installation of above line items			\$1,000.00
6	1	Dealer Install	Installation by LetourneauKeller for the above quoted product during normal business hours, Monday - Friday. Includes removal of all trash.			\$3,840.00
<p>Pricing is based on Nova's TIPS Contract # 200301. PO MUST BE SUBMITTED DIRECTLY TO TIPS: E-Mail: TIPSPO@TIPS-USA.COM Copy NOVA on PO: orders@novasolutionsinc.com</p> <p>Most major credit cards accepted with an additional 3% processing fee</p> <p>Lead time for shipment is 2-6 weeks* from receipt of a clean purchase order</p> <p>*Subject to change based on material availability</p> <p>Lead time and price based on standard product selection</p> <p>List Pricing: no dock-to-deck freight included for shipment within the Continental United States</p> <p>Must report all freight damage (including concealed damage) to NOVA within 7 days of receipt of shipment.</p> <p>The vendor block on your purchase order should be made out to: NOVA Solutions Inc 421 Industrial Avenue Effingham, IL 62401</p> <p>Pricing valid for 90 days from date of quote.</p>						
Submit PO's To: orders@novasolutionsinc.com					Total Net:	\$88,972.00

COLOR PREFERENCE: (Pricing Based on Standard Nova Color Selections)

Base Laminate Color: TBD

Worksurface Laminate Color: TBD