

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

**ADDENDUM TO PARADIGM TRAFFIC SYSTEMS, INC.'S AGREEMENT
(BuyBoard Contract # 603-20)**

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 Paradigm Traffic Systems, Inc., ("Paradigm"), 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 Paradigm's Quotation, (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase specified products (the "Services"); and

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

WHEREAS, Paradigm represents that it is qualified and desires to perform such Services;
and

WHEREAS, the parties wish to utilize BuyBoard Contract # 603-20, 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, Paradigm will render Services to County as described in Exhibit A; and in accordance with the requirements of BuyBoard Contract # 603-20. All performance of the Scope of Services by Paradigm 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.
2. **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.

3. **Limit of Appropriation.** Paradigm 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 One Hundred Thirty-Three Thousand, Fifty and 00/100 dollars (\$133,050.00), specifically allocated to fully discharge any and all liabilities County may incur. Paradigm does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Paradigm may become entitled to and the total maximum sum that County may become liable to pay to Paradigm shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Thirty-Three Thousand, Fifty and 00/100 dollars (\$133,050.00). 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.** Paradigm 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 Paradigm 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 Paradigm 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 Paradigm 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, Paradigm hereby verifies that Paradigm 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, Paradigm 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, Paradigm 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, Paradigm 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 the attached Exhibit.
9. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, PARADIGM 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.** Paradigm may use County's name without County's prior written consent only in any of Paradigm's customer lists, any other use must be approved in advance by County.
11. **Performance Warranty.** Paradigm warrants to County that Paradigm has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Paradigm 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.

Paradigm 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 in accordance with the requirements of BuyBoard Contract # 603-20.

12. **Conflict.** In the event there is a conflict between this Addendum and Paradigm's Quotation (Exhibit A), this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of BuyBoard Contract # 603-20, then the terms and conditions of BuyBoard Contract # 603-20 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. **Compliance with Laws.** Paradigm 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, Paradigm shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
17. **Independent Contractor.** In the performance of work or services hereunder, Paradigm 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 Paradigm or, where permitted, of its subcontractors. Paradigm 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.
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.

(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 of all parties.

FORT BEND COUNTY

PARADIGM TRAFFIC SYSTEMS, INC.

KP George, County Judge

Ryan Zenzen

Authorized Agent – Signature

Date

Ryan Zenzen

Authorized Agent- Printed Name

ATTEST:

Vice President

Title

Laura Richard, County Clerk

3/2/2022

Date

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: Paradigm's Quotation

Exhibit A



9001 Jameel, Suite 130 Houston, TX 77040
713-864-7545— fax 713-864-7588
www.paradigmtraffic.com

QUOTATION

TO: Ft. Bend County
19310 Beechnut
Richmond, TX 77469

attn: Brian Fields
ph: 281-341-9562

fax: Brian.Fields@fortbendcountytexas.gov

RFQ: BuyBoard Contract # 603-20
Public Safety, Fire House Supply Equipment
Traffic Signals
512-467-0222 ph
800-211-5454 fax

DATE	SLSMN	DELIVERY	FREIGHT	SHIP VIA	F.O.B.	TERMS	QUOTE #
12/22/21	LS	60-75 Days ARO	PPD & Allowed	Best Way	Destination	Net 30	Q29291LS
ITEM	QTY	DESCRIPTION				PRICE	TOTAL
1	3	16 Position Base Mount Cabinet, 67" Tall, Double Door, White Interior, with AI Panel, AI FMU w/ 5 Years of Cellular Service, Alpha BBU w/ RBMS, Generator Plug, and 4 Ea. 112 AH Batteries, GPS Device and 16 Load Switches, 6 FTR's, 4 BIU's and 1 Flasher 1 RuggedCom Hardened E-Net Switch				\$29,650.00	\$88,950.00
2	2	Autoscope VISION Detection System, 4 Approach, w/ 4 VISION Sensors w/ Mounting Hardware, VISION Com Manager, 1,000 Ft. of VIVDS Cable and a programming device				\$22,050.00	\$44,100.00
NOTE: Purchase Orders MUST be processed through WWW.BUYBOARD.COM							
						TOTAL	\$133,050.00

Thank you for the opportunity to submit a proposal to you on this equipment. **Please reference this quotation (by QTE number) when placing order.** If you have any questions please call or send a fax to me. This quote is valid for 60 days. Thereafter it is subject to change without notice.

OFFERED BY:

Lance Shannon
Paradigm Traffic Systems, Inc.
Federal ID# 75-2520341