

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

ADDENDUM TO SOLID BORDER, INC.'S AGREEMENT
DIR Contract No. DIR-CPO-4850

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 Solid Border, Inc., ("Solid Border"), 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 Solid Border's Quotation No. 61307-SB (the "Agreement"), attached hereto as Exhibit "A" and incorporated fully by reference, for the purchase of specified Managed Detection and Response Services (the "Services"); and

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

WHEREAS, Solid Border 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-4850, incorporated fully by reference, for the purchase of the Services; and

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

AGREEMENT

1. **Term.** The term of the Agreement is effective as of October 27, 2022, and shall expire no later than January 31, 2024, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties.
2. **Scope of Services.** Subject to this Addendum, Solid Border will provide Services to County as described in Exhibit A, and in accordance with the requirements of DIR Contract No. DIR-CPO-4850.
3. **Payment; Non-appropriation; Taxes.** Payment shall be made by County within thirty (30) days of receipt of invoice. Solid Border may submit invoice(s) electronically in a form acceptable to County via: apauditor@fortbendcountytexas.gov. 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.** Solid Border 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 Three Hundred One Thousand, One Hundred Seventy-Five and 00/100 dollars (\$301,175.00), specifically allocated to fully discharge any and all liabilities County may incur. Solid Border does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Solid Border may become entitled to and the total maximum sum that County may become liable to pay to Solid Border shall not under any conditions, circumstances, or interpretations thereof exceed Three Hundred One Thousand, One Hundred Seventy-Five and 00/100 dollars (\$301,175.00). 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.** Solid Border 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 Solid Border 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 Solid Border or any other party 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 Solid Border in any way associated with the Agreement.

8. **Certain State Law Requirements for Contracts.** For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Solid Border hereby verifies that Solid Border 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, Solid Border 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, Solid Border 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, Solid Border 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, SOLID BORDER 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.** Solid Border may use County's name without County's prior written consent only in any of Solid Border's customer lists, any other use must be approved in advance by County.

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

Solid Border 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 DIR Contract No. DIR-CPO-4850.

13. **Conflict.** In the event there is a conflict between this Addendum and Solid Border's Quotation No. 61307-SB, this Addendum controls. In the event there is a conflict between this Addendum and the terms and conditions of DIR Contract No. DIR-CPO-4850, then the terms and conditions of DIR Contract No. DIR-CPO-4850 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. **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.

16. **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.

17. **County Data.** Nothing in this Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.

18. **Assignment and Delegation.**

18.1. 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.

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

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

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

19. **Successors and Assigns.** County and Solid Border 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.
20. **Personnel.** Solid Border 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 Solid Border 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.

When performing Services for the County, Solid Border shall comply with, and ensure that all Solid Border Personnel comply with, all rules, regulations and policies of County that are communicated to Solid Border 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.

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

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

Solid Border 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. Solid Border 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.

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

23. Termination.

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

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

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

- 23.3. If, after termination, it is determined for any reason whatsoever that Solid Border 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 § 23.1 above.
- 23.4. Upon termination of this Agreement, County shall compensate Solid Border 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. Solid Border's final invoice for said services will be presented to and paid by County in the same manner set forth in § 3 above.
- 23.5. 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 Solid Border.
- 23.6. If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.
24. **Independent Contractor.** In the performance of work or services hereunder, Solid Border 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 Solid Border or, where permitted, of its subcontractors. Solid Border 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.
25. **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.
26. **Remote Access.** If Solid Border requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of Solid Border's Services, except as otherwise agreed by the parties and approved by the County's Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before Solid Border is granted remote access to County Systems:
- (A). Solid Border 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 Director of Information Technology and Chief Information Officer.
 - (B). Solid Border will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Solid Border will not access County Systems via unauthorized methods.

- (C). Solid Border'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 Solid Border to provide Services to County pursuant to this Agreement.
- (E). Solid Border will allow only its Workforce approved in advance by County to access County Systems. Solid Border will promptly notify County whenever an individual member of Solid Border's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Solid Border will keep a log of access when its Workforce remotely accesses County Systems. Solid Border 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 Solid Border's Workforce is provided with remote access to County Systems, then Solid Border'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 Solid Border to comply with this Section may result in Solid Border and/or Solid Border'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 Solid Border, is under the direct control of Solid Border, whether or not they are paid by Solid Border 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).

27. Notices.

- 27.1. 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).
- 27.2. 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 and Chief Information Officer
301 Jackson Street
Richmond, Texas 77469

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

Contractor: Solid Border, Inc.
ATTN: _____
1806 Turnmill Street
San Antonio, Texas 78248

- 27.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 27.1 and 27.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

27.3.1. 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.

27.3.2. 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)

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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
Purchasing Agent

Date

ATTEST:

Laura Richard, County Clerk

REVIEWED:

Robyn Doughtie

Information Technology Department

SOLID BORDER, INC.

Traci Thurwalker

Authorized Agent – Signature

Traci Thurwalker

Authorized Agent- Printed Name

Account Executive

Title

10/19/22

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: Solid Border's Quotation No. 61307-SB

Exhibit A



TO Fort Bend County
Jahan Tolliver
301 Jackson St Ste 719
Richmond, TX 77469
281-342-3411
jahan.tolliver@fortbendcountytexas.gov

DATE 10/12/2022
QUOTE 61307-SB

CONTACT Traci Thurwalker
800.213.8175 x803 toll-free
281.543.9214 office
traci@solidborder.com

PLEASE SEND PURCHASE ORDER

BY EMAIL orders@solidborder.com
BY FAX 800.887.9974



PREMIER SECURITY PARTNER

ITEM	SKU	DESCRIPTION	QTY	LIST PRICE	PER UNIT	EXTENDED
1	RGRMANAR	Renewal of Managed Detection and Response Service 24X7 Monitoring, Compromise Assessment, Monthly Threat Hunts, 2 Incident Escalations	3,500	\$99.56	\$86.05	\$301,175.00

Support to run 10/27/2022 through 1/31/2024



STATE CONTRACT DIR-CPO-4850
Include this contract number on all Purchase Orders

SHIPPING	INCLUDED
SUBTOTAL	\$301,175.00
SALES TAX (8.25%)	\$0.00
TOTAL	\$301,175.00

QUOTE EXPIRES 11/12/2022
PAYMENT TERMS 30 days
Credit cards not accepted
EMPLOYER ID # EIN # 33-1009121
REMIT TO SOLID BORDER, INC
1806 TURNMILL ST
SAN ANTONIO, TX 78248



[SOLIDBORDER.COM](https://solidborder.com)
PROTECT YOUR NETWORK
HUB // DIR // BUYBOARD