

4. **Compensation and Payment Terms.** Upon the Effective Date, Contractor's fees for the Products shall be calculated at the rate(s) set forth in Contractor's Quote attached hereto as Exhibit "A." The Maximum Compensation to Contractor for the Products and services provided under this Agreement is Two Hundred Thirty Six Thousand Five Hundred Thirty and 00/100 Dollars (\$236,530.00). In no event shall the amount paid by County to Contractor under this Agreement exceed said Maximum Compensation without a County approved change order.
- (a) Contractor understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the attached Exhibit "A."
 - (b) County does not waive the Service Guarantee provided by Contractor, but that all performance of the Scope of Services above by Contractor including any changes in said Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
 - (c) County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services above, Contractor shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. Contractor may submit electronically via: apauditor@fortbendcountytexas.gov. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.
5. **Limit of Appropriation.** Contractor understands and agrees that the Maximum Compensation provided to Contractor for performance of the Scope of Services described in Section 2 above is Two Hundred Thirty Six Thousand Five Hundred Thirty and 00/100 Dollars (\$236,530.00). In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Contractor 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 Thirty Six Thousand Five Hundred Thirty and 00/100 Dollars (\$236,530.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor under this Agreement

shall not under any conditions, circumstances, or interpretations thereof exceed Two Hundred Thirty Six Thousand Five Hundred Thirty and 00/100 Dollars (\$236,530.00).

6. **Non-appropriation.** Contractor understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify Contractor in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.
7. **Taxes.** County is a political subdivision of the state of Texas and as such, is exempt from sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by Contractor.
8. **Indemnity.** THE PARTIES AGREE THAT UNDER THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, COUNTY CANNOT ENTER INTO AN AGREEMENT WHEREBY COUNTY AGREES TO INDEMNIFY OR HOLD HARMLESS ANOTHER PARTY. THEREFORE, ANY AND ALL REFERENCES IN IN THE CONTRACT TO COUNTY DEFENDING, INDEMNIFYING, HOLDING, OR SAVING HARMLESS CONTRACTOR OR ANY OTHER PARTY, FOR ANY REASON WHATSOEVER, ARE HEREBY REMOVED AND DELETED.
9. **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. County does not agree to submit disputes arising out of or related to the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted from the Contract. Additionally, County does not agree to pay any and/or all attorney fees incurred by Contractor in any way associated with the Agreement.
10. **Public Information Act.** Contractor expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to Contractor for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by Contractor expressly marked as proprietary or confidential. County shall not be liable to Contractor for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. Contractor further acknowledges and agrees

that the terms and conditions of this Agreement are not proprietary or confidential information.

11. **Independent Contractor.** In the performance of work or services hereunder, Contractor 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 Contractor or, where permitted, of its subcontractors. Contractor 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.
12. **Use of Customer Name.** Contractor may use County's name without County's prior written consent only in Contractor's customer lists. Any other use of County's name by Contractor must have the prior written consent of County.
13. **County Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code or of any record retention laws.
14. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by each Party to come into full force and effect.
15. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
16. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
17. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
18. **Conflict.** In the event of a conflict between the Contractor's Quote attached hereto as Exhibit "A", the terms of this Addendum shall control. 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.

19. **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, Contractor hereby verifies that Contractor 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, Contractor 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, Contractor 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, Contractor 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.

20. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, CONTRACTOR 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.

21. **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 shall have the same force and effect as the use of manual signatures.
22. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

IN WITNESS WHEREOF, and intending to be legally bound, County and Contractor hereto have executed this Agreement to be effective upon execution by both Parties.

FORT BEND COUNTY, TEXAS

PARADIGM TRAFFIC SYSTEMS, INC.

 KP George, County Judge

Ryan Zenzen

 Authorized Agent – Signature

 Date

Ryan Zenzen

 Authorized Agent- Printed Name

ATTEST:

President

 Title

 Laura Richard, County Clerk

12/20/2022

 Date

AUDITOR'S CERTIFICATE

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

 Robert Ed Sturdivant, County Auditor

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

RFQ: Brian Fields

attn: Brian Fields
ph: 281-341-9562
fax: Brian.Fields@fortbendcountytexas.gov

DATE	SLSMN	DELIVERY	FREIGHT	SHIP VIA	F.O.B.	TERMS	QUOTE #
3/23/22	LS	N/A	PPD & Allowed	Best Way	Destination	Net 30	Q29831LS
ITEM	QTY	DESCRIPTION				PRICE	TOTAL
1	62	Applied Information Cellular Service and Support - Preemption Video, '5 Year Term, Start becoming due in September				\$3,815.00	\$236,530.00
						TOTAL	\$236,530.00

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:

A handwritten signature in cursive script that reads "Lance Shannon".

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